

CITY OF HUNTINGTON PARK

City Council

Regular Meeting Agenda

Tuesday, February 20, 2018

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

Marilyn Sanabria
Mayor

Jhonny Pineda
Vice Mayor

Karina Macias
Council Member



Graciela Ortiz
Council Member

Manuel "Manny" Avila
Council Member

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

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

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

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

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

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

Public Comment

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Certificate Presented to Cristina Basurto, TreePeople's Regional Manager, in Memory of her Father-in-Law, Mr. Manuel Basurto's Passing

"Certificates of Recognition," Presented to the American Youth Soccer Organization (AYSO) Boys U10 and Girls U12 Soccer Teams for Their Accomplishment in Winning the "Area Z All Star Championship Tournament"

"Certificates of Recognition," to the Huntington Park High School Football Team for Their Accomplishment in Advancing to the CIF State Championships Division 6-A Regional Playoffs

Presentation on the Huntington Park Greenway Project

U.S. Census 2020 Update

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of case: Dina Rico
Case No. WCAB Nos. ADJ10537749; ADJ10629374; ADJ10584460
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Schaper v. City of Huntington Park
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
Case name: MKay v. City of Huntington Park, et al.
4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Washmax Garment Care, Inc. – Bankruptcy Case 2:17-bk-20396-WB

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

1-1 Regular City Council Meeting held February 6, 2018.

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated February 20, 2018

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

3. Consideration and Approval of Consolidating Various Existing Agreements with Nationwide Environmental Services (NES)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the consolidation of the various agreements currently existing between the City and Nationwide Environmental Services in a form as approved by the City Attorney;
2. Authorize the Interim City Manager to negotiate final terms; and
3. Authorize the Mayor to execute the final consolidated agreement.

PUBLIC WORKS

4. Approve List of Vehicles as Surplus and Authorization to Dispose of Said Vehicles

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve list of vehicles as surplus; and
2. Authorize Public Works Department to sell (dispose) via auction.

5. Continued from the Regular City Council Meeting of February 6, 2018 - Consideration and Approval of a Sub-Recipient Agreement Between the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for Implementation of Grant Agreement with the California State Water Resources Control Board

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the sub-recipient agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority;
2. Authorize Interim City Manager to execute the agreement; and
3. Authorize budget appropriation of \$23,100 to account 111-8030-461-56-42.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

6. Continued from the Regular City Council Meeting of February 6, 2018 - Consideration and Approval of a Resolution Authorizing the Acceptance and Execution of funding Agreement with Metropolitan Transportation Authority for the Federal Transportation Earmark Exchange Program

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2018-03, Authorizing the Acceptance of Funding Agreement with Metropolitan Transportation Authority for the Federal Transportation Earmark Exchange Program;
2. Authorize Interim City Manager to execute the agreement; and
3. Direct staff to proceed with the project's implementation.

7. Continued from the Regular City Council Meeting of February 6, 2018 - Consideration and Approval of a Resolution Authorizing the Acceptance and Execution of Funding Agreement with Metropolitan Transportation Authority for the Signal Synchronization & Bus Speed Improvement Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2018-04, Authorizing the Acceptance of Funding Agreement with Metropolitan Transportation Authority for the Signal Synchronization & Bus Speed Improvement Project;
2. Authorize Interim City Manager to execute agreement;
3. Direct staff to proceed with the project's implementation; and
4. Authorize staff to issue a Request for Proposals (RFP) to proceed with Design, Bid Advertisement, and Bid Analysis; or
5. Authorize Infrastructure Engineers under the currently approved Augmentation Contract, to proceed with these items of work at a not to exceed fee of 7% of the project budget.

REGULAR AGENDA (CONTINUED)

COUNCIL

8. **Consideration of Adopting an Urgency Ordinance for a City Services Protection Measure, and Consideration of Resolutions: Declaring a Fiscal Emergency Pursuant to Provisions of the California Constitution, Calling for a Special Municipal Election on June 5, 2018, and Placing a Measure before the Voters of the City of Huntington Park which would Preserve Vital City Services; Requesting the Board of Supervisors of the County of Los Angeles to Authorize and Order the Consolidation of a Special Municipal Election; Setting Priorities for Filing Ballot Arguments and Directing City Attorney to Prepare an Impartial Analysis**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. By at least 4/5 vote: waive reading in full and adopt the Urgency Ordinance No. 2018-963, for a City Services Protection Measure structured as a general transactions and use tax to be administered by the State Board of Equalization pursuant to Revenue & Taxation Code Section 7251 et seq., to be submitted for voter approval pursuant to Elections Code Section 9200 et seq. and Revenue and Taxation Code Section 7285.9;
2. By a unanimous vote: adopt Resolution No. 2018-06, declaring a fiscal emergency and calling and giving notice of a special municipal election to be held Tuesday, June 5, 2018, to submit to voters of the City of Huntington Park a City Services Protection Ordinance to adopt a 1% General Transactions and Use Tax; and
3. By at least a majority vote:
 - a. Adopt Resolution No. 2018-07, requesting the Board of Supervisors of the County of Los Angeles to authorize and order the consolidation of a special municipal election of the City of Huntington Park with other elections occurring on June 5, 2018, and requesting the County Clerk/Registrar of Voters to provide certain services in connection with such election; and
 - b. Adopt Resolution No. 2018-08, setting deadlines for filing written arguments and rebuttals regarding the City measure and directing the City Attorney to prepare an impartial analysis.

PUBLIC HEARING

COMMUNITY DEVELOPMENT

9. Consideration and Approval of an Ordinance Amendment Bundle Relating to Various Sections of the City of Huntington Park's Municipal Code

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis;
3. Waive first reading and introduce Ordinance No. 2018-962, approving a Zoning Ordinance Amendment bundle relating to various sections of the City of Huntington Park's Municipal Code; and
4. Schedule the second reading and adoption of said Ordinance, as described above, for the March 6, 2018 City Council meeting.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel "Manny" Avila

Council Member Graciela Ortiz

Council Member Karina Macias

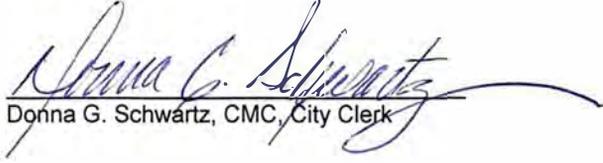
Vice Mayor Jhonny Pineda

Mayor Marilyn Sanabria

ADJOURNMENT

The City of Huntington Park City Council will adjourn in Memory of Mr. Manuel Basurto, father-in-law of Cristina Basurto, TreePeople's Regional Manager. He was a resident of Huntington Park since 1979, Korean War Veteran and an active community member, to a Regular Meeting on Tuesday, March 6, 2018, at 6:00 P.M

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing special meeting notice and agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 24 hours prior to the meeting. Dated this 15th day of February 2018.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday February 6, 2018

Sergeant at Arms read the Rules of Decorum before the start of the Successor Agency meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:08 p.m. on Tuesday, February 6, 2018, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

PRESENT: Council Member(s): Manuel "Manny" Avila, Karina Macias, Graciela Ortiz, Vice Mayor Jhonny Pineda and Mayor Marilyn Sanabria.

CITY OFFICIALS/STAFF: Ricardo Reyes, Interim City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, City Attorney; Daniel Hernandez, Director of Public Works; Cynthia Norzagaray, Director of Parks and Recreation; Sergio Infanzon, Director of Community Development; Martha Castillo, Director of Human Resources; Annie Ruiz, Finance Manager and Donna G. Schwartz, City Clerk.

INVOCATION

Invocation was led by Pastor Robert Calvary, Praise Chapel Los Angeles

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Daniel Pedroza, Linda E. Marquez High School.

PRESENTATIONS

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

Continued to the next Regular City Council Meeting on February 20, 2018 - "Certificates of Recognition," Presented to the American Youth Soccer Organization (AYSO) Boys U10 and Girls U12 Soccer Teams for Their Accomplishment in Winning the "Area Z All Star Championship Tournament"

Council presented "Certificates of Appreciation," to volunteers for their dedication in assisting with the "2018 Greater Los Angeles Homeless Count"

Council presented "Certificates of Recognition," to Linda E. Marquez High School Girls Varsity Soccer Team for their accomplishment in winning the "Holiday Christmas Classic Girls Soccer Championship Tournament"

Mark Stanley, Executive Director, Rivers and Mountain Conservancy (RMC) gave a PowerPoint presentation on the Lower Los Angeles River Revitalization Plan.

PUBLIC COMMENT

1. Jamie Bravo, voiced concern with parking on Miles, Randolph and Clarendon noted residents leaving cars longer than permitted, asked if there was an ordinance, noted there is no lines marking parking spaces, suggested using buildings for parking and a group formed to address the issue.
2. Rodolfo Cruz, commented on a prior agenda item at the last meeting, asked for speed bumps on Passaic Street, suggested schools need speed limit signs on Miles and Saturn, feels police need more money and staff, parking citations need to be issued, commented on an incident that occurred at a school near Maywood Avenue and noted people running red lights and the police do nothing.

Mayor Sanabria reminded the audience that there is no clapping during public comment.

STAFF RESPONSE

Interim City Manager Ricardo Reyes requested that Regular Agenda Item 9 be pulled. Council concurred.

Chief of Police Cosme Lozano explained that when an incident occurs on school grounds, within the campus, it is the jurisdiction of the school police, Huntington Park Police has no jurisdiction but will control incident until the school police arrive. Chief Lozano also informed the public that there is an ordinance that prohibits a vehicle to be parked on a public street for more than 72 hours, if police becomes aware of a vehicle, parking enforcement will tag it, essentially given notice, owner of the vehicle will have a chance to move it, if it remains, the vehicle will be towed, if vehicle is being moved every 72 hours it does not constitute a violation. Residents can report these vehicles to the dispatch center by calling (323) 584-6254.

CLOSED SESSION

At 6:55 p.m. Arnold Alvarez-Glasman, City Attorney, recessed to closed session.

1. PUBLIC EMPLOYEE EMPLOYMENT
Government Code Section 54957(b)(1) -
Title: Director of Finance
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54957.9(d)(1)
Case name: MKay v. City of Huntington Park, et al.

At 7:20 p.m. Mayor Sanabria reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Alvarez-Glasman announced all Council Members were present and discussed closed session Items 1 and 2. Item 1) nothing to report. Item 2) no final action was taken, nothing to report.

CONSENT CALENDAR

Motion: Council Member Macias motioned to approve consent calendar with the noted changes to the minutes, seconded by Vice Mayor Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

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

OFFICE OF THE CITY CLERK

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

1-1 Regular City Council Meeting held January 16, 2018.

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated February 6, 2018

END OF CONSENT CALENDAR

REGULAR AGENDA

OFFICE OF THE CITY CLERK

3. Consideration and Approval of Resolution Adopting a New Conflict of Interest Code in Accordance with the Political Reform Act

Interim City Manager Ricardo Reyes announced the item and introduced City Clerk Donna Schwartz who presented the staff report.

Discussion followed by Council regarding all employees, conflict of interest and receiving gifts and would like to see a policy in place and suggested training with regard to ethics.

Motion: Council Member Macias motioned to adopt Resolution No. 2018-02, Amending Resolution No. 2016-09, adopting a new Conflict of Interest Code in accordance with the Political Reform Act, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

COMMUNITY DEVELOPMENT

4. Consideration and Approval of an Award of Contract to Alfredo De La Torre Construction Service in Connection with the City's Minor Home Repair Program for Property Located at 3604 Live Oak Street, Huntington Park, California

Interim City Manager Ricardo Reyes announced the item and introduced Community Development Director Sergio Infanzon who presented the staff report.

Mayor Sanabria asked the City Attorney Arnold Alvarez-Glasman if she had a conflict of interest since she lives close to the property noted. City Attorney Alvarez-Glasman informed the Mayor that as long as she didn't have an interest in the property there was no conflict of interest. Mayor Sanabria stated she had no interest in the property.

Motion: Council Member Macias motioned to approve contract with Alfredo De La Torre Construction Service in an amount not to exceed \$7,500 to perform eligible work under the City's Minor Home Repair Program for property located at 3604 Live Oak Street, Huntington Park, California, authorize Interim City Manager to execute contract and approve change orders in an amount not to exceed 10% of the total contract amount, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

5. Consideration and Approval of an Award of Contract to Sarahang Builders, Inc. in Connection to the City's Lead Based Paint Hazard Control Program for Property Located at 3604 Live Oak Street, Huntington Park, California

Interim City Manager Ricardo Reyes announced the item and introduced Community Development Director Sergio Infanzon who presented the staff report.

Motion: Mayor Sanabria motioned to approve contract with Sarahang Builders, Inc. for an amount of \$14,400 to remediate lead-based paint hazards on a single-family unit located at 3604 Live Oak Street, authorize Interim City Manager to execute 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): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria
NOES: Council Member(s): None

PUBLIC WORKS

6. Consideration and Approval of Appropriation and Allocation of Unencumbered Grant Funding for Used Oil and Beverage Container Recycling City/County Payment Programs

Interim City Manager Ricardo Reyes announced the item and introduced Public Works Director Daniel Hernandez who presented the staff report.

Motion: Council Member Ortiz motioned to approve appropriation and allocation of \$8,498 to the Used Oil Recycling fund accounts that were not previously appropriated for FY 17/18 and approve appropriation and allocation of \$5,160 to the Beverage Container Recycling fund accounts that were not previously appropriated for FY 17/18, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

7. Consideration and Approval of a Sub-Recipient Agreement Between the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for Implementation of Grant Agreement with the California State Water Resources Control Board

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the sub-recipient agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority;
2. Authorize Interim City Manager to execute the agreement; and
3. Authorize budget appropriation of \$23,100 to account 111-8030-461-56-42.

Interim City Manager Ricardo Reyes announced the item and introduced Public Works Director Daniel Hernandez who presented the staff report.

Motion: Mayor Sanabria motioned to table the item to the next City Council meeting, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

8. Consideration and Approval of Acceptance of Work Performed by FS Contractors, Inc. for the Middleton Safe Routes to Schools (SR2S) Project

Interim City Manager Ricardo Reyes announced the item and introduced Public Works Director Daniel Hernandez who presented the staff report.

Motion: Council Member Ortiz motioned to approve acceptance of work performed by FS Contractors, Inc. for the construction of the Middleton Safe Routes to School Project with a total final amount of \$367,715; including \$2,025 deductive Contract Change Order (CCO) for change in bid quantities, authorize staff to sign the "Notice of Completion" (NOC) and direct City Clerk to file the NOC with the Los Angeles County Recorder's Office and approved release of the 5% retention being withheld from the payment to Contractor after 35 days of the effective date of the recordation of the Notice of Completion, if no Stop Notices are filed within the 35-day period, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

PUBLIC WORKS (CONTINUED)

9. Item pulled by the Interim City Manager during Staff Response - Consideration and Approval to Purchase Additional Security Equipment

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve purchase of additional security equipment from Valley Alarm for City Hall access doors; and
2. Approve reallocation of funds for \$14,925 into account number 111-8022-419.7410.

10. Consideration and Approval of Award of Contract for Police Annex Building Roof Repair Project

Interim City Manager Ricardo Reyes announced the item and introduced Public Works Director Daniel Hernandez who presented the staff report.

Motion: Council Member Ortiz motioned to have Public Works Department do the repairs to the roof, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

11. Consideration and Approval of a Resolution Authorizing the Acceptance and Execution of funding Agreement with Metropolitan Transportation Authority for the Federal Transportation Earmark Exchange Program

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2018-03, Authorizing the Acceptance of Funding Agreement with Metropolitan Transportation Authority for the Federal Transportation Earmark Exchange Program;
2. Authorize Interim City Manager to execute the agreement; and
3. Direct staff to proceed with the project's implementation.

Interim City Manager Ricardo Reyes announced the item and introduced Public Works Director Daniel Hernandez who presented the staff report.

Motion: Council Member Ortiz motioned to table the item to the next City Council meeting, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

PUBLIC WORKS (CONTINUED)

12. Consideration and Approval of a Resolution Authorizing the Acceptance and Execution of Funding Agreement with Metropolitan Transportation Authority for the Signal Synchronization & Bus Speed Improvement Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2018-04, Authorizing the Acceptance of Funding Agreement with Metropolitan Transportation Authority for the Signal Synchronization & Bus Speed Improvement Project;
2. Authorize Interim City Manager to execute agreement;
3. Direct staff to proceed with the project's implementation; and
4. Authorize Staff to issue a Request for Proposals (RFP) to proceed with Design, Bid Advertisement, and Bid Analysis; or
5. Authorize Infrastructure Engineers under the currently approved Augmentation Contract, to proceed with these items of work at a not to exceed fee of 7% of the project budget.

Interim City Manager Ricardo Reyes announced the item and introduced Public Works Director Daniel Hernandez who presented the staff report.

Motion: Council Member Ortiz motioned to table the item to the next City Council meeting, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila, wished everyone a Happy Valentine’s Day.

Council Member Graciela Ortiz, invited the public to the Grand Opening of CVS on Saturday at 9 a.m.

Council Member Karina Macias, thanked staff for all their support, to all those who participated in the Homeless Count and wished everyone a Happy Valentine’s Day.

Vice Mayor Jhonny Pineda, wished everyone a Happy Valentine’s Day and asked public works when repairing curbs and sidewalks to be conscious about ADA compliance and thanked all.

Mayor Marilyn Sanabria, also thanked staff for all their support, to all those who participated in the Homeless Count and wished everyone a Happy Valentine’s Day.

ADJOURNMENT

At 8:17 p.m. Mayor Sanabria adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, February 20, 2018, at 6:00 P.M

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

DRAFT

City of Huntington Park List of Funds

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

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY INC	304579-00	111-8023-451.43-10	Buildings - O S & M	95.13
				\$95.13
AARON CRUZ	66597/67041	111-6060-466.33-20	Contractual Srv Class	132.00
	66831/66857	111-6060-466.33-20	Contractual Srv Class	105.60
	66856/67050	111-6060-466.33-20	Contractual Srv Class	79.20
	66966/66967	111-6060-466.33-20	Contractual Srv Class	158.40
				\$475.20
ABBA TERMITE & PEST CONTROL	34455	111-7065-441.61-20	Dept Supplies & Expense	195.00
				\$195.00
ADLERHORST INTERNATIONAL LLC	99026	229-7010-421.74-10	Equipment	313.98
				\$313.98
AFSCME COUNCIL 36	PPE 01/28/2018	802-0000-217.60-10	Association Dues	743.85
	PPE 02/11/2018	802-0000-217.60-10	Association Dues	743.85
	PPE 12/17/2017	802-0000-217.60-10	Association Dues	727.32
				\$2,215.02
ALICIA SALAZAR	66829/67048	111-6060-466.33-20	Contractual Srv Class	128.80
				\$128.80
ALVAREZ-GLASMAN & COLVIN	2017-11-16773	111-0220-411.32-70	Contractual Srv Legal	40,008.10
	2017-11-16774	111-0220-411.32-70	Contractual Srv Legal	1,201.17
	2017-11-16775	111-0220-411.32-70	Contractual Srv Legal	228.00
	2017-12-16825	745-9031-413.32-70	Contractual Srv Legal	382.50
	2017-12-16826	745-9031-413.32-70	Contractual Srv Legal	649.76
	2017-12-16827	745-9031-413.32-70	Contractual Srv Legal	67.50
	2017-12-16828	745-9031-413.32-70	Contractual Srv Legal	12.36
	2017-12-16829	745-9031-413.32-70	Contractual Srv Legal	1,599.82
	2017-12-16830	745-9031-413.32-70	Contractual Srv Legal	202.50
				\$44,351.71
AMERICAN FAMILY LIFE ASSURANCE	PPE 01/28/2018	802-0000-217.50-40	Life-Cancer Insurance	106.58
	PPE 02/11/2018	802-0000-217.50-40	Life-Cancer Insurance	106.58
	PPE 12/17/2017	802-0000-217.50-40	Life-Cancer Insurance	106.58
				\$319.74
ARAMARK UNIFORM & CAREER APPAREL	533061749	741-8060-431.61-20	Dept Supplies & Expense	99.00
	533078973	741-8060-431.61-20	Dept Supplies & Expense	99.00
	533096186	741-8060-431.61-20	Dept Supplies & Expense	96.00
				\$294.00
ARROYO BACKGROUND INVESTIGATIONS	1524	111-7010-421.56-41	Contractual Srv - Other	1,600.00
	1526	111-7010-421.56-41	Contractual Srv - Other	800.00
				\$2,400.00
ASSOCIATED OF LOS ANGELES, INC.	S1136523.001	535-8016-431.61-45	Street Lighting Supplies	632.91
	S1136646.001	535-8016-431.61-45	Street Lighting Supplies	197.61
				\$830.52

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AT&T	1/21/18-2/20/18	111-9010-419.53-10	Telephone & Wireless	99.00
	1/23/18-2/22/18	111-9010-419.53-10	Telephone & Wireless	99.00
	1/28/18-2/27/18	111-9010-419.53-10	Telephone & Wireless	160.00
	10815129	111-9010-419.53-10	Telephone & Wireless	20.26
	10855109	111-9010-419.53-10	Telephone & Wireless	200.90
	10884237	111-9010-419.53-10	Telephone & Wireless	1,534.96
	10884238	111-9010-419.53-10	Telephone & Wireless	3,711.97
	10884239	111-9010-419.53-10	Telephone & Wireless	96.50
	10884240	111-9010-419.53-10	Telephone & Wireless	245.79
				\$6,168.38
AT&T MOBILITY	X01142018	111-5055-419.53-10	Telephone & Wireless	149.69
	X01142018	239-5055-419.53-10	Telephone & Wireless	149.69
				\$299.38
AT&T PAYMENT CENTER	1/20/18-2/19/18	111-7010-421.53-10	Telephone & Wireless	189.87
	12/28-1/27/18	111-7010-421.53-10	Telephone & Wireless	530.17
	2/7/18-3/6/18	111-9010-419.53-10	Telephone & Wireless	507.02
				\$1,227.06
BARR & CLARK INC	45305	246-5098-463.56-41	Contractual Srvc - Other	540.00
	45306	246-5098-463.56-41	Contractual Srvc - Other	1,170.00
				\$1,710.00
BATTERY SYSTEMS INC	4295436	741-8060-431.43-20	Fleet Maintenance	376.00
				\$376.00
BENNETT LANDSCAPE	202380	535-8090-452.61-20	Dept Supplies & Expense	30.00
				\$30.00
CALIF PUBLIC EMPLOYEES RETIREMENT	15184422/184445	111-0110-411.23-50	Unfunded PERS Contr-Misc	2,104.88
	100000015184454	111-0210-413.23-50	Unfunded PERS Contr-Misc	6.10
	15184422/184445	111-0210-413.23-50	Unfunded PERS Contr-Misc	2,704.94
	15184422/184445	111-0230-413.23-50	Unfunded PERS Contr-Misc	1,891.91
	15184422/184445	111-1010-411.23-50	Unfunded PERS Contr-Misc	1,885.17
	15184422/184445	111-3010-415.23-50	Unfunded PERS Contr-Misc	9,488.42
	100000015184454	111-5010-419.23-50	Unfunded PERS Contr-Misc	3.35
	15184422/184445	111-5010-419.23-50	Unfunded PERS Contr-Misc	9,052.87
	15184422/184445	111-6010-451.23-50	Unfunded PERS Contr-Misc	4,341.15
	15184422/184445	111-7010-421.23-50	Unfunded PERS Contr-Misc	19,002.48
	100000015184427	111-7010-421.24-50	Unfunded PERS Contr-Sworn	129,967.25
	100000015184436	111-7010-421.24-50	Unfunded PERS Contr-Sworn	29.22
	15184422/184445	111-8010-431.23-50	Unfunded PERS Contr-Misc	14,816.68
	PPE 01/28/2018	802-0000-217.30-10	PERS	34,215.26
	PPE 01/28/2018	802-0000-218.10-10	PERS Employer	57,432.98
				\$286,942.66
CALIFORNIA NARCOTIC OFFICERS ASSOC	446071	111-7010-421.59-15	Professional Development	100.00
				\$100.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CALPERS	100000015173309	217-0230-413.28-00	Retiree Health Ins Premium	170,769.78
	100000015173309	217-0230-413.56-41	Contractual Srvc - Other	585.21
	100000015173309	746-0213-413.56-41	Contractual Srvc - Other	515.34
	100000015173309	802-0000-217.50-10	Health Insurance	156,164.82
				\$328,035.15
CARL WARREN & CO.	1835660	745-9031-413.33-70	Contractual Srv 3rd Party	375.00
				\$375.00
CARLA ENRIQUETA TORRES GARCIA	66614/66886	111-6060-466.33-20	Contractual Srv Class	542.40
				\$542.40
CARLOS W MAGANA	2/7/18	111-6030-451.33-90	Referee Services	96.00
				\$96.00
CARPENTER ROTHANS & DUMONT LLP	30400	745-9031-413.32-70	Contractual Srv Legal	1,062.00
	30401	745-9031-413.32-70	Contractual Srv Legal	7,752.98
				\$8,814.98
CCAP AUTO LEASE LTD	1/12/2018	226-9010-419.74-20	Vehicle Leases	1,397.91
				\$1,397.91
CELLEBRITE USA, INC.	INVUS190718	111-7030-421.56-41	Contractual Srvc - Other	3,400.00
				\$3,400.00
CENTRAL FORD	311613	741-8060-431.43-20	Fleet Maintenance	179.84
	311653	741-8060-431.43-20	Fleet Maintenance	93.66
	311787	741-8060-431.43-20	Fleet Maintenance	235.30
	311802	741-8060-431.43-20	Fleet Maintenance	156.67
				\$665.47
CHAMPION CJD	512357	741-8060-431.43-20	Fleet Maintenance	580.50
				\$580.50
CHARTER COMMUNICATIONS	0467069012718	111-7010-421.53-10	Telephone & Wireless	1,250.00
	0514415012018	111-7010-421.53-10	Telephone & Wireless	462.22
	0019175012218	111-9010-419.53-10	Telephone & Wireless	22.28
	0444795012218	111-9010-419.53-10	Telephone & Wireless	680.00
				\$2,414.50
CITY CLERKS ASSOCIATION OF CA	2924	111-1010-411.59-15	Professional Development	240.00
				\$240.00
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 01/28/2018	802-0000-217.30-30	Med Reimb 125	593.33
	PPE 02/11/2018	802-0000-217.30-30	Med Reimb 125	593.33
	PPE 12/17/2017	802-0000-217.30-30	Med Reimb 125	380.84
				\$1,567.50
CITY OF HUNTINGTON PARK GEA	PPE 01/28/2018	802-0000-217.60-10	Association Dues	129.40
	PPE 02/11/2018	802-0000-217.60-10	Association Dues	129.40
	PPE 12/17/2017	802-0000-217.60-10	Association Dues	127.10
				\$385.90
CITY OF VERNON	GEN-36581	221-8014-429.56-41	Contractual Srvc - Other	1,452.10
				\$1,452.10

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
COLLISION & INJURY DYNAMICS INC	41926	745-9031-413.32-70	Contractual Srv Legal	2,356.55
				\$2,356.55
COLONIAL SUPPLEMENTAL INSURANCE	PPE 01/28/2018	802-0000-217.50-40	Life-Cancer Insurance	1,031.09
	PPE 02/11/2018	802-0000-217.50-40	Life-Cancer Insurance	1,031.09
	PPE 12/17/2017	802-0000-217.50-40	Life-Cancer Insurance	1,031.09
				\$3,093.27
COMMERCIAL TIRE COMPANY	1-143308	741-8060-431.43-20	Fleet Maintenance	166.27
				\$166.27
COUNTY OF L.A. DEPT OF PUBLIC WORKS	PW-17121103836	221-8014-429.56-41	Contractual Srv - Other	631.34
	PW-180108044415	221-8014-429.56-41	Contractual Srv - Other	1,296.34
				\$1,927.68
COVENANT CARE-HUNT PK CONVALES	0001232	111-0000-228.70-00	Deposit Refund	5.40
				\$5.40
CSULB FOUNDATION	2/12-2/14/18	111-7010-421.59-20	Professional Develop Post	397.00
				\$397.00
CWE	18022	111-8030-461.56-42	Storm Water WMP	7,390.00
				\$7,390.00
D-PREP LLC	OIS20180207-08	111-7010-421.59-20	Professional Develop Post	223.00
				\$223.00
DAILY JOURNAL CORPORATION	B3086162	111-5010-419.54-00	Advertising & Publication	201.60
				\$201.60
DAPEER, ROSENBLIT & LITVAK	13958	111-5055-419.32-50	Contractual Srv - Prosecu	461.91
	13959	111-5055-419.32-50	Contractual Srv - Prosecu	124.41
	13960	111-5055-419.32-50	Contractual Srv - Prosecu	183.50
	13961	111-5055-419.32-50	Contractual Srv - Prosecu	467.21
	14067	111-5055-419.32-50	Contractual Srv - Prosecu	411.31
	14068	111-5055-419.32-50	Contractual Srv - Prosecu	406.20
	14069	111-5055-419.32-50	Contractual Srv - Prosecu	406.20
	14070	111-5055-419.32-50	Contractual Srv - Prosecu	754.38
				\$3,215.12
DAPPER TIRE CO.	45398062	741-8060-431.43-20	Fleet Maintenance	758.00
				\$758.00
DATA TICKET INC.	85647	111-3010-415.44-00	Rentals & Leases	1,213.50
	85647	111-3010-415.56-15	Citation Prkng Collection	5,758.14
	85647	111-3010-415.56-41	Contractual Srv - Other	2,263.84
	85647	111-9010-419.53-10	Telephone & Wireless	580.27
				\$9,815.75
DATAPROSE, INC.	DP1800118	681-3022-415.53-20	Postage	1,749.21
	DP1800118	681-3022-415.56-41	Contractual Srv - Other	1,227.72
				\$2,976.93
DE LAGE LANDEN	57744102	111-9010-419.44-10	Rent (Incl Equip Rental)	1,986.36
				\$1,986.36

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
EMPLOYMENT DEVELOPMENT DEPT.	L1425610912	746-0217-413.52-90	Ins - Unemployment	5,400.00
				\$5,400.00
EVREX CORPORATION	81976	111-5010-419.43-05	Office Equip - O S & M	189.00
	82648	111-5010-419.43-05	Office Equip - O S & M	461.66
	81980	111-5010-419.61-20	Dept Supplies & Expense	277.95
				\$928.61
EXPERT ROOTER	95274	535-8090-452.43-20	Maintenance	1,075.29
				\$1,075.29
EXPRESS TRANSPORTATION SERVICES LLC	HPE01312018	111-0000-362.20-15	Metro Transit Lease	-5,200.00
	HPE01312018	219-0000-340.30-00	Fixed Route Fares	-5,199.28
	HPE01312018	219-0000-362.20-10	Lease Payment	-500.00
	DAR01312018	219-0000-395.41-15	Fuel Reimbursement	-3,514.95
	HPE01312018	219-0000-395.41-15	Fuel Reimbursement	-5,594.77
	DAR01312018	219-0250-431.56-45	Dial-A-Ride (All City)	51,500.00
	HPE01312018	222-4010-431.56-43	Fixed Route Transit	97,720.08
				\$129,211.08
F&A FEDERAL CREDIT UNION	PPE 01/28/2018	802-0000-217.60-40	Credit Union	11,490.50
	PPE 02/11/2018	802-0000-217.60-40	Credit Union	11,490.50
	PPE 12/17/2017	802-0000-217.60-40	Credit Union	11,984.00
				\$34,965.00
FEDEX	6-068-85118	111-8020-431.61-20	Dept Supplies & Expense	25.89
	6-069-37380	111-9010-419.53-20	Postage	28.78
				\$54.67
FERNANDO C MOGUEL	0015734	111-0000-321.10-00	Business License Refund	60.00
	0015734	111-0000-321.10-20	Processing Fee Business	26.03
	0015734	111-0000-321.10-30	SB1186-Disability Access	4.00
				\$90.03
FIMBRES FAMILY LLC	6309-011-017	111-0000-222.75-00	Property Tax Lien Refund	590.72
				\$590.72
FIRST CHOICE SERVICES	593002	111-9010-419.61-20	Dept Supplies & Expense	276.11
				\$276.11
GARDA CL WEST, INC.	10371521	111-9010-419.33-10	Armored Transportation Service	686.31
				\$686.31
GRAFFITI PROTECTIVE COATINGS INC.	1005-1217	111-8095-431.56-75	Contract Graffiti Removal	32,350.00
				\$32,350.00
GRAINGER	9665161452	111-8022-419.43-10	Buildings - O S & M	618.61
	9678394348	535-8090-452.61-20	Dept Supplies & Expense	300.74
	9678951006	535-8090-452.61-20	Dept Supplies & Expense	203.34
				\$1,122.69
GREAT PACIFIC EQUIPMENT, INC.	30202	111-8010-431.59-15	Professional Development	605.00
	30202	535-8016-431.59-15	Professional Development	800.00
	30219	741-8060-431.43-20	Fleet Maintenance	1,040.00
	30202	741-8060-431.59-15	Professional Development	475.00
				\$2,920.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
H&N COMPLETE AUTO REPAIR	21723/500598	111-0000-341.10-00	Deposit Refund	95.00
				\$95.00
HDL COREN & CONE	0024871-IN	111-9010-419.56-41	Contractual Srvc - Other	1,871.51
				\$1,871.51
HEIFETZ, EVA	20209-11244	681-0000-228.70-00	Deposit Refund	200.00
				\$200.00
HERNANDEZ, MARIA	5509-2220	681-0000-228.70-00	Deposit Refund	20.00
				\$20.00
HOME DEPOT - PUBLIC WORKS	2260725	111-8010-431.61-21	Materials	23.47
	1260740	111-8020-431.43-10	Buildings - O S & M	227.69
	4260676	111-8023-451.43-10	Buildings - O S & M	60.94
	5260801	111-8024-421.43-10	Buildings - O S & M	253.92
	5260803	111-8024-421.43-10	Buildings - O S & M	165.56
	7260863	221-8012-429.61-20	Dept Supplies & Expense	230.78
	260749	535-8016-431.61-45	Street Lighting Supplies	42.60
	7260620	535-8090-452.61-20	Dept Supplies & Expense	8.66
				\$1,013.62
HRBC INSURANCE	66298/66689	111-0000-228.20-00	Deposit Refund	150.00
				\$150.00
HUNTINGTON PARK EMBLEM CLUB 66	0010582	111-0000-228.70-00	Deposit Refund	60.00
				\$60.00
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 01/28/2018	802-0000-217.60-10	Association Dues	150.00
	PPE 02/11/2018	802-0000-217.60-10	Association Dues	150.00
	PPE 12/17/2017	802-0000-217.60-10	Association Dues	150.00
				\$450.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 01/28/2018	802-0000-217.60-10	Association Dues	5,940.95
	PPE 02/11/2018	802-0000-217.60-10	Association Dues	5,990.95
	PPE 12/17/2017	802-0000-217.60-10	Association Dues	5,940.95
				\$17,872.85
HUNTINGTON PARK RUBBER STAMP CO.	RGC07619	111-0110-411.61-20	Dept Supplies & Expense	66.00
	RGC08079	111-6010-451.61-20	Dept Supplies & Expense	212.21
				\$278.21
ICSC	1657399	111-0110-411.58-19	Council Membership Dues	50.00
	1657398	111-0110-411.58-21	Council Membership Dues	50.00
	1657397	111-0110-411.58-22	Council Membership Dues	50.00
	1657396	111-0110-411.58-23	Council Membership Dues	50.00
	1683769	111-0110-411.58-24	Council Membership Dues	50.00
				\$250.00
IDEAL LIGHTING	112943	111-8023-451.43-10	Buildings - O S & M	124.83
				\$124.83

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
IMPACT TIRE SERVICE	6837	219-0250-431.43-21	Metro Transit O S & M	25.00
	6839	219-0250-431.43-21	Metro Transit O S & M	25.00
	6851	219-0250-431.43-21	Metro Transit O S & M	25.00
				\$75.00
INFRAMARK LLC	25724	283-8040-432.56-41	Contractual Srvc - Other	12,006.76
	26080	283-8040-432.56-41	Contractual Srvc - Other	4,613.05
	26653	283-8040-432.56-41	Contractual Srvc - Other	12,006.76
	25724	681-8030-461.56-41	Contractual Srvc - Other	94,396.39
	26653	681-8030-461.56-41	Contractual Srvc - Other	94,396.39
				\$217,419.35
INTER VALLEY POOL SUPPLY, INC	104162	681-8030-461.41-00	Water Purchase	167.54
	104163	681-8030-461.41-00	Water Purchase	209.42
	104164	681-8030-461.41-00	Water Purchase	100.52
	104347	681-8030-461.41-00	Water Purchase	105.55
	104348	681-8030-461.41-00	Water Purchase	155.81
	104349	681-8030-461.41-00	Water Purchase	214.44
				\$953.28
ITRON, INC.	467309	681-3022-415.56-41	Contractual Srvc - Other	658.03
				\$658.03
JAMES W GIBBONS	0001576	111-0000-228.70-00	Deposit Refund	63.82
				\$63.82
JATHSON RUIZ	2/6/2018	111-6030-451.33-90	Referee Services	72.00
				\$72.00
JCL TRAFFIC	93101	221-8012-429.61-20	Dept Supplies & Expense	325.22
	93502	221-8012-429.61-20	Dept Supplies & Expense	1,192.07
	93894	221-8012-429.61-20	Dept Supplies & Expense	606.13
	93920	221-8012-429.61-20	Dept Supplies & Expense	740.77
	93342	221-8012-429.74-10	Equipment	998.64
				\$3,862.83
JERRY'S AUTO BODY, INC.	31019	741-8060-431.43-20	Fleet Maintenance	969.25
				\$969.25
JESSE CABRERA	1/25-2/3/2018	111-6030-451.33-90	Referee Services	384.00
				\$384.00
JESSE LOPEZ	1/27/2018	111-6030-451.33-90	Referee Services	96.00
				\$96.00
JOE COVARRUBIAS	2/6/2018	111-6030-451.33-90	Referee Services	72.00
				\$72.00
JOSE ONATE	61743/67021	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
JUAN GRAVES	1/30/2018	111-6030-451.33-90	Referee Services	96.00
				\$96.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
KEYSTONE UNIFORM DEPOT	063531	111-7010-421.61-20	Dept Supplies & Expense	1,714.82
	064810	111-7010-421.61-20	Dept Supplies & Expense	1,031.70
	064830	111-7010-421.61-20	Dept Supplies & Expense	66.28
	064901	111-7010-421.61-20	Dept Supplies & Expense	77.69
				\$2,890.49
KONICA MINOLTA BUSINESS SOLUTIONS	248879155	111-0110-411.43-05	Office Equip - O S & M	104.51
	249950410	111-0110-411.43-05	Office Equip - O S & M	104.51
	248879155	111-0210-413.43-05	Office Equip - O S & M	104.51
	249950410	111-0210-413.43-05	Office Equip - O S & M	104.51
	249950069	111-7010-421.44-10	Rent (Incl Equip Rental)	209.02
	249950173	111-7010-421.44-10	Rent (Incl Equip Rental)	66.17
	249950266	111-7010-421.44-10	Rent (Incl Equip Rental)	138.40
	249950399	111-7010-421.44-10	Rent (Incl Equip Rental)	209.02
	249950070	111-7030-421.44-10	Rent (Incl Equip Rental)	296.88
	249950079	111-7040-421.44-10	Rent (Incl Equip Rental)	296.88
	249950343	111-7040-421.44-10	Rent (Incl Equip Rental)	377.06
	249950068	111-9010-419.43-15	Financial Systems	278.76
	249950504	111-9010-419.43-15	Financial Systems	357.56
LAC+USC MEDICAL CENTER	10013	111-7030-421.56-41	Contractual Srvc - Other	1,460.00
				\$1,460.00
LAN WAN ENTERPRISE, INC	59716	111-7010-421.56-41	Contractual Srvc - Other	1,600.00
	59511	111-7010-421.61-20	Dept Supplies & Expense	133.43
	60110	111-7040-421.61-32	Dept Supplies Comm Center	216.78
	60074	111-9010-419.43-15	Financial Systems	23,500.00
	59829	225-7120-421.74-10	Equipment	1,674.32
	60055	475-9010-419.74-10	Equipment	21,225.00
				\$48,349.53
LB JOHNSON HARDWARE CO #1	694353	111-8020-431.61-20	Dept Supplies & Expense	13.13
	694772	111-8020-431.61-20	Dept Supplies & Expense	242.60
	694776	111-8020-431.61-20	Dept Supplies & Expense	-93.06
	694777	111-8020-431.61-20	Dept Supplies & Expense	142.03
	694380	111-8022-419.43-10	Buildings - O S & M	57.05
	694524	111-8022-419.43-10	Buildings - O S & M	41.53
	694678	111-8022-419.43-10	Buildings - O S & M	110.49
	694695	535-8090-452.61-20	Dept Supplies & Expense	18.59
	694751	535-8090-452.61-20	Dept Supplies & Expense	18.59
	694815	535-8090-452.61-20	Dept Supplies & Expense	45.94
	693432	741-8060-431.43-20	Fleet Maintenance	5.46
	694667	741-8060-431.43-20	Fleet Maintenance	6.56
	694681	741-8060-431.43-20	Fleet Maintenance	13.13

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LETICIA SERRANO	66614/67052	111-0000-347.50-00	Deposit Refund	135.00
				\$135.00
LGP EQUIPMENT RENTALS INC	103674	111-8010-431.44-10	Rent (Incl Equip Rental)	282.19
				\$282.19
LIDIA MORALES	66255/67169	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
LOS ANGELES NEWS GROUP	5007733	111-0230-413.54-00	Advertising & Publication	772.00
				\$772.00
LUCIA CASTILLO	66713/67083	111-6060-466.33-20	Contractual Srv Class	456.00
	66718/67001	111-6060-466.33-20	Contractual Srv Class	484.60
				\$940.60
LUIS ALFREDO OCHOA	1/27/2018	111-6030-451.33-90	Referee Services	96.00
				\$96.00
LUIS J. ALVAREZ	HP090001520	111-0000-351.10-10	Citations	55.00
				\$55.00
MAGNATAG VISIBLE SYSTEMS	536429	225-7120-421.74-10	Equipment	359.18
				\$359.18
MANAGED HEALTH NETWORK	PRM-019123	802-0000-217.50-60	Employee Mental Wellness	1,332.80
				\$1,332.80
MARIA PRECIADO	237951	287-8057-432.61-20	Dept Supplies & Expense	244.94
				\$244.94
MARKO MENDOZA	1/22-1/26/18	111-7010-421.59-15	Professional Development	413.19
	17083167	111-7010-421.59-15	Professional Development	704.35
				\$1,117.54
MASTER LOCK COMPANY, LLC	262960	111-7010-421.61-20	Dept Supplies & Expense	30.32
				\$30.32
MAYWOOD MUTUAL WATER CO#2	0000427	111-0000-228.70-00	Deposit Refund	5.41
				\$5.41
MAYWOOD MUTUAL WATER COMPANY, NO. 1	1/1/2018	283-8040-432.56-41	Contractual Srv - Other	1,200.00
				\$1,200.00
MIGUEL FUENTES	1/22-1/26/18	111-7010-421.59-15	Professional Development	288.00
				\$288.00
MIGUEL LEAL	095551	741-8060-431.62-30	Metro Transit Fuel & Oil	14.96
				\$14.96
MIRACLE PLAYGROUND SALES	22089	535-8090-452.61-20	Dept Supplies & Expense	164.54
				\$164.54
MOBILE ID SOLUTIONS, INC.	67401	111-6010-451.61-20	Dept Supplies & Expense	287.22
				\$287.22
NANCY IRIARTE	65877/67026	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
NATION WIDE RETIREMENT SOLUTIONS	PPE 01/28/2018	802-0000-217.40-10	Deferred Compensation	14,588.00
	PPE 02/11/2018	802-0000-217.40-10	Deferred Compensation	14,288.00
	PPE 12/17/2017	802-0000-217.40-10	Deferred Compensation	13,863.00
				\$42,739.00
NATIONWIDE ENVIRONMENTAL SERVICES	29012	221-8010-431.56-41	Contractual Srvc - Other	17,018.77
	29012	222-8010-431.56-41	Contractual Srvc - Other	16,325.00
	29012	231-8010-415.56-41	Contractual Srvc - Other	7,368.47
				\$40,712.24
NORA HERNANDEZ	65212/67023	111-0000-228.20-00	Deposit Refund	296.00
				\$296.00
NORMA A URENA	66740/66782	111-6060-466.33-20	Contractual Srv Class	79.20
				\$79.20
O'REILLY AUTO PARTS	2959-333738	219-0250-431.43-21	Metro Transit O S & M	148.08
	2959-330469	741-8060-431.43-20	Fleet Maintenance	15.29
	2959-330525	741-8060-431.43-20	Fleet Maintenance	37.35
	2959-330734	741-8060-431.43-20	Fleet Maintenance	126.52
	2959-330736	741-8060-431.43-20	Fleet Maintenance	26.15
	2959-330818	741-8060-431.43-20	Fleet Maintenance	16.40
	2959-331027	741-8060-431.43-20	Fleet Maintenance	50.18
	2959-331029	741-8060-431.43-20	Fleet Maintenance	18.41
	2959-331031	741-8060-431.43-20	Fleet Maintenance	86.72
	2959-331051	741-8060-431.43-20	Fleet Maintenance	36.47
	2959-331081	741-8060-431.43-20	Fleet Maintenance	395.75
	2959-331136	741-8060-431.43-20	Fleet Maintenance	14.24
	2959-331167	741-8060-431.43-20	Fleet Maintenance	12.05
	2959-331225	741-8060-431.43-20	Fleet Maintenance	129.46
	2959-331424	741-8060-431.43-20	Fleet Maintenance	111.62
	2959-332521	741-8060-431.43-20	Fleet Maintenance	111.62
	2959-332527	741-8060-431.43-20	Fleet Maintenance	40.78
	2959-333098	741-8060-431.43-20	Fleet Maintenance	86.41
	2959-333223	741-8060-431.43-20	Fleet Maintenance	19.70
	2959-333664	741-8060-431.43-20	Fleet Maintenance	46.00
	2959-333725	741-8060-431.43-20	Fleet Maintenance	45.88
	2959-333750	741-8060-431.43-20	Fleet Maintenance	141.52
	2959-333830	741-8060-431.43-20	Fleet Maintenance	54.01
	2959-335665	741-8060-431.43-20	Fleet Maintenance	67.36
	2959-335686	741-8060-431.43-20	Fleet Maintenance	81.62
	2959-336036	741-8060-431.43-20	Fleet Maintenance	10.77
	2959-336111	741-8060-431.43-20	Fleet Maintenance	182.56
	2959-336118	741-8060-431.43-20	Fleet Maintenance	35.17

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-336167	741-8060-431.43-20	Fleet Maintenance	412.53
	2959-336546	741-8060-431.43-20	Fleet Maintenance	42.87
	2959-337815	741-8060-431.43-20	Fleet Maintenance	25.54
	2959-337823	741-8060-431.43-20	Fleet Maintenance	66.12
	2959-337880	741-8060-431.43-20	Fleet Maintenance	61.17
	2959-337908	741-8060-431.43-20	Fleet Maintenance	27.94
	2959-338046	741-8060-431.43-20	Fleet Maintenance	-51.95
	2959-338198	741-8060-431.43-20	Fleet Maintenance	148.83
	2959-338207	741-8060-431.43-20	Fleet Maintenance	81.54
				\$2,962.68
OK PRINTING DESIGN & DIGITAL PRINT	722	111-5010-419.61-20	Dept Supplies & Expense	332.03
	713	681-3022-415.61-20	Dept Supplies & Expense	250.00
				\$582.03
OMER L. GOSNELL	1/22-1/26/2018	111-7010-421.59-15	Professional Development	413.19
				\$413.19
PACIFIC ALTERNATORS	8584	741-8060-431.43-20	Fleet Maintenance	316.83
				\$316.83
PEERLESS MATERIALS CO.,LLC	68363	221-8012-429.61-20	Dept Supplies & Expense	120.23
	68362	535-8090-452.61-20	Dept Supplies & Expense	120.23
				\$240.46
PRO FORCE LAW ENFORCEMENT	332107	225-7120-421.74-10	Equipment	1,417.41
				\$1,417.41
PRO LINE GYM FLOORS	2218	111-6010-451.56-41	Contractual Srvc - Other	4,100.00
				\$4,100.00
PRUDENTIAL OVERALL SUPPLY	52087142	111-6010-451.56-41	Contractual Srvc - Other	129.02
	52096554	111-6010-451.56-41	Contractual Srvc - Other	129.02
	52097442	111-7010-421.61-20	Dept Supplies & Expense	20.07
	52092786	111-8022-419.43-10	Buildings - O S & M	31.20
				\$309.31
RAQUEL PEREZ	66829/67048	111-0000-347.50-00	Deposit Refund	40.00
				\$40.00
RICOH USA, INC.	5052032154	111-6010-451.56-41	Contractual Srvc - Other	88.90
				\$88.90
RIGHT OF WAY INC	29336	221-8012-429.74-10	Equipment	450.00
				\$450.00
RIO HONDO COLLEGE	3/19-3/23/18	111-7010-421.59-20	Professional Develop Post	159.00
				\$159.00
ROBERT MORENO	1/23/2018	111-6030-451.33-90	Referee Services	96.00
				\$96.00
RON TURLEY ASSOCIATES, INC.	51125	741-8060-431.74-10	Equipment	1,230.25
				\$1,230.25

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SAN DIEGO REGIONAL TRAINING CENTER	14638	111-7010-421.59-15	Professional Development	1,415.00
				\$1,415.00
SANTA FE BUILDING MAINTENANCE	16682	111-6020-451.56-41	Contractual Srvc - Other	400.00
	16660	111-8020-431.56-41	Contractual Srvc - Other	1,050.81
	16660	111-8022-419.56-41	Contractual Srvc - Other	3,894.35
	16660	111-8023-451.56-41	Contractual Srvc - Other	8,304.11
	16660	111-8024-421.56-41	Contractual Srvc - Other	5,288.83
				\$18,938.10
SAUL DURAN	1/22-1/26/2018	111-7010-421.59-15	Professional Development	288.00
				\$288.00
SC PROPERTIES, LLC	0013746	111-0000-228.70-00	Deposit Refund	48.83
				\$48.83
SEALMASTER	55669	221-8010-431.61-20	Dept Supplies & Expense	619.71
	59186	221-8010-431.61-20	Dept Supplies & Expense	1,828.10
	60011	221-8010-431.61-20	Dept Supplies & Expense	433.49
				\$2,881.30
SMART & FINAL	076626	111-6020-451.61-35	Recreation Supplies	222.68
	47753	111-7010-421.61-20	Dept Supplies & Expense	45.76
				\$268.44
SOURCE ONE OFFICE PRODUCTS, INC.	WO-34007-1	111-1010-411.61-20	Dept Supplies & Expense	79.04
				\$79.04
SOUSA COURT REPORTERS	636055	745-9031-413.32-70	Contractual Srv Legal	295.90
				\$295.90
SPARKLETTS	15142085 020118	111-0110-411.66-05	Council Meeting Expenses	56.41
	15142085 020118	111-0210-413.61-20	Dept Supplies & Expense	38.22
	15142085 020118	111-0230-413.61-20	Dept Supplies & Expense	18.32
	15142085 020118	111-1010-411.61-20	Dept Supplies & Expense	11.43
	15142085 020118	111-3010-415.61-20	Dept Supplies & Expense	63.35
	15142085 020118	111-5010-419.61-20	Dept Supplies & Expense	23.61
	15142085 020118	111-5055-419.61-20	Dept Supplies & Expense	23.61
	15142085 020118	111-8020-431.61-20	Dept Supplies & Expense	81.48
				\$316.43
SPRINT	LCI-290198	111-7010-421.53-10	Telephone & Wireless	60.00
				\$60.00
STACY MEDICAL CENTER	3160-23138	111-7022-421.56-15	Prisoner Medical Services	1,275.00
				\$1,275.00
SUPERION, LLC	202956	111-9010-419.43-15	Financial Systems	11,076.69
				\$11,076.69
SUSAN CRUM	865964	111-0240-466.61-20	Dept Supplies & Expense	113.94
				\$113.94
TERESA GARCIA	2875572	111-3010-415.59-15	Professional Development	925.00
				\$925.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
THE FORMS DESK, INC.	26127	111-3010-415.61-20	Dept Supplies & Expense	569.59
				\$569.59
TOWN HALL STREAMS	8668	111-1010-411.56-41	Contractual Srvc - Other	300.00
				\$300.00
U.S. BANK	PPE 01/28/2018	802-0000-217.30-20	PARS	3,819.23
	PPE 02/11/2018	802-0000-217.30-20	PARS	3,780.70
	PPE 12/17/2017	802-0000-217.30-20	PARS	3,883.49
	PPE 01/28/2018	802-0000-218.10-05	PARS EMPLOYER	17,132.63
	PPE 02/11/2018	802-0000-218.10-05	PARS EMPLOYER	16,241.09
	PPE 12/17/2017	802-0000-218.10-05	PARS EMPLOYER	16,759.17
				\$61,616.31
U.S. HEALTH WORKS	3264395-CA	111-0230-413.56-41	Contractual Srvc - Other	461.00
	3250199-CA	111-7022-421.56-15	Prisoner Medical Services	28.00
	3255053-CA	111-7022-421.56-15	Prisoner Medical Services	56.00
				\$545.00
ULINE	93289858	221-8010-431.61-20	Dept Supplies & Expense	434.23
				\$434.23
UNDERGROUND SERVICE ALERT OF SO CAL	120180127	221-8014-429.56-41	Contractual Srvc - Other	178.30
	1220170128	221-8014-429.56-41	Contractual Srvc - Other	188.20
				\$366.50
UNITED PACIFIC WASTE & RECYCLING	1924295	111-8027-431.56-59	Contract-Trash Collection	16,680.00
				\$16,680.00
VANESSA CARMEN	4996	111-0240-466.55-42	Public Events	84.00
				\$84.00
VERONICA JIMENEZ	66916/67026	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
VULCAN MATERIALS COMPANY	71697473	221-8010-431.61-20	Dept Supplies & Expense	84.32
	71698812	221-8010-431.61-20	Dept Supplies & Expense	379.44
	71703160	221-8010-431.61-20	Dept Supplies & Expense	178.18
	71707438	221-8010-431.61-20	Dept Supplies & Expense	85.89
	71710093	221-8010-431.61-20	Dept Supplies & Expense	82.74
	71710094	221-8010-431.61-20	Dept Supplies & Expense	85.10
				\$895.67
WALTERS WHOLESALE ELECTRIC COMPANY	S109626831.001	535-8016-431.61-45	Street Lighting Supplies	121.98
	S109647276.001	535-8016-431.61-45	Street Lighting Supplies	1,999.42
	S109647743.001	535-8016-431.61-45	Street Lighting Supplies	667.17
	S109661841.001	535-8016-431.61-45	Street Lighting Supplies	633.94
	S109688979.001	535-8016-431.61-45	Street Lighting Supplies	66.23
	S109688979.002	535-8016-431.61-45	Street Lighting Supplies	49.76
	S109718085.001	535-8016-431.61-45	Street Lighting Supplies	1,831.60
	S109718388.002	535-8016-431.61-45	Street Lighting Supplies	1,488.51

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WALTERS WHOLESALE ELECTRIC COMPANY	S109731416.001	535-8016-431.61-45	Street Lighting Supplies	225.66
	S109754889.001	535-8016-431.61-45	Street Lighting Supplies	112.83
	S109754889.002	535-8016-431.61-45	Street Lighting Supplies	112.83
	S109776826.001	535-8016-431.61-45	Street Lighting Supplies	866.53
	S109815113.001	535-8016-431.61-45	Street Lighting Supplies	987.34
				\$9,163.80
WELLS FARGO	2413747DG000HX9	111-0110-411.58-09	Prof Dvlpmnt Exp/Council	87.52
	2469216D72Y166S	111-0110-411.58-09	Prof Dvlpmnt Exp/Council	175.11
	2416407D8V16BW7	111-0110-411.61-20	Dept Supplies & Expense	16.07
	2443106QN2DL74H	111-0110-411.61-20	Dept Supplies & Expense	16.06
	2444500DG00XSAD	111-0110-411.61-20	Dept Supplies & Expense	102.04
	2469216QK2XV1RX	111-0110-411.61-20	Dept Supplies & Expense	19.73
	2443106QM61FKBV	111-0110-411.66-05	Council Meeting Expenses	35.00
	2469216D12X82LD	111-0110-411.66-05	Council Meeting Expenses	91.98
	2479262DG60RJYQ	111-0210-413.59-15	Professional Development	50.00
	2443106QN2DL74H	111-0210-413.61-20	Dept Supplies & Expense	16.06
	2461043D909FBH9	111-0210-413.61-20	Dept Supplies & Expense	62.27
	2469216QK2XV1RX	111-0210-413.61-20	Dept Supplies & Expense	19.73
	2427550D2E3A7G1	111-0230-413.59-15	Professional Development	63.38
	2449215QRS14Y3X	111-0230-413.59-15	Professional Development	50.00
	2449215QSS161TH	111-0230-413.59-15	Professional Development	100.00
	2469216D32X703N	111-0230-413.59-15	Professional Development	160.00
	2411039D9G5SHTG	111-0240-466.55-42	Public Events	20.50
	2416407D8V16BW7	111-0240-466.55-42	Public Events	30.41
	2444500D9EJ31FK	111-0240-466.55-42	Public Events	15.38
	2461043QM09FBGR	111-0240-466.55-42	Public Events	250.00
	2469216D82XWSGP	111-1010-411.59-15	Professional Development	147.96
	2416407DE1R8FH0	111-7010-421.61-20	Dept Supplies & Expense	50.52
	2471705DFTA9MK	111-7010-421.61-20	Dept Supplies & Expense	25.47
	2475542DF4M9KNV	111-7010-421.61-20	Dept Supplies & Expense	60.00
				\$1,665.19
WELLS FARGO BANK-FIT	PPE 01/28/2018	802-0000-217.20-10	Federal W/Holding	55,737.39
	PPE 02/11/2018	802-0000-217.20-10	Federal W/Holding	51,937.98
	PPE 12/17/2017	802-0000-217.20-10	Federal W/Holding	65,775.97
				\$173,451.34
WELLS FARGO BANK-MEDICARE	PPE 01/28/2018	802-0000-217.10-10	Medicare	7,379.92
	PPE 02/11/2018	802-0000-217.10-10	Medicare	7,067.37
	PPE 12/17/2017	802-0000-217.10-10	Medicare	7,741.08
				\$22,188.37

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-20-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WELLS FARGO BANK-SIT	PPE 01/28/2018	802-0000-217.20-20	State W/Holding	20,443.31
	PPE 02/11/2018	802-0000-217.20-20	State W/Holding	19,339.84
	PPE 12/17/2017	802-0000-217.20-20	State W/Holding	21,465.64
				\$61,248.79
XEROX CORPORATION	092139388	111-8020-431.43-05	Office Equip - O S & M	204.14
	092139388	681-8030-461.61-20	Dept Supplies & Expense	204.13
				\$408.27
Y A I D M O R E N O	1/23-2/1/2018	111-6030-451.33-90	Referee Services	288.00
				\$288.00
Y A S M I N C R U Z	66803/66958	111-6060-466.33-20	Contractual Srv Class	243.20
	66808/66934	111-6060-466.33-20	Contractual Srv Class	181.40
	66828/66938	111-6060-466.33-20	Contractual Srv Class	91.20
	66892/66943	111-6060-466.33-20	Contractual Srv Class	152.00
				\$667.80
				\$1,739,813.59

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, February 20, 2018

REGULAR AGENDA

CITY MANAGER

3. **Consideration and Approval of Consolidating Various Existing Agreements with Nationwide Environmental Services (NES)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the consolidation of the various agreements currently existing between the City and Nationwide Environmental Services in a form as approved by the City Attorney;
2. Authorize the Interim City Manager to negotiate final terms; and
3. Authorize the Mayor to execute the final consolidated agreement.

**ITEM AVAILABLE TUESDAY, FEBRUARY 20, 2018, MONDAY
BEING A HOLIDAY AND CITY HALL WILL BE CLOSED**



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 20, 2018

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

Dear Mayor and Members of the City Council:

APPROVE LIST OF VEHICLES AS SURPLUS AND AUTHORIZATION TO DISPOSE OF SAID VEHICLES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve list of vehicles as surplus; and
2. Authorize Public Works Department to sell (dispose) via auction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Works Department is presenting a list of proposed surplus vehicles to designate as surplus and to be sold or auctioned-off. The City strives to maintain a cost-effective vehicle and equipment fleet.

City staff periodically evaluates the cost-effectiveness of its vehicle fleet to determine if any should transition from active daily use to surplus status. The City-owned vehicles and equipment listed have exceeded the programmed life expectancy and are no longer cost efficient to operate or repair costs exceed its salvage value per the City's Vehicle Replacement Policy.

Attached is the list of these vehicles that are no longer dependable or cost-effective for daily use, meet the age and/or mileage requirements of the City's Vehicle Replacement Policy, and should be designated as surplus and sold through auction. Staff recommends that the vehicles delineated on the attached surplus list be disposed of by way of auction.

FISCAL IMPACT

The proceeds received from the sale of each vehicle will be allocated to the vehicle and equipment replacement account or returned to the funding sources from which the original purchases were secured, if required, per the City's Vehicle Replacement Policy.

**APPROVE LIST OF VEHICLES AS SURPLUS AND AUTHORIZATION TO DISPOSE
OF SAID VEHICLES**

February 20, 2018

Page 2 of 2

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
Interim City Manager



DANIEL HERNANDEZ
Public Works Director

ATTACHMENT(S)

A. List of Proposed Surplus Vehicles

ATTACHMENT "A"

List of Proposed Surplus Vehicles

UNIT	YEAR	DESCRIPTION	IDENTIFICATION	MILEAGE	RATIONALE / CONDITION
911	2008	Ford Crown Victoria	2FAHP71V68X1011578	92576	Replaced
906	2007	Ford Crown Victoria	2FAHP71W17X127299	113770	Bad Engine
127	2005	Ford Crown Victoria	2FAHP71W45X112793	57575	Replaced
137	2004	Ford Explorer	1FMZU63E54ZB08410	114089	Replaced
216	2002	E825	5A5SAK27402F028085	6661	Replaced w/Gators
961	2010	Ford E-450	1FD4E4FS8ADA09756	171268	Bad Engine
962	2010	Ford E-450	1FD4E4FS8ADA38027	202608	Damaged Chassis



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

February 20, 2018

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A SUB-RECIPIENT AGREEMENT BETWEEN THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK, MAYWOOD, VERNON AND THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR IMPLEMENTATION OF GRANT AGREEMENT WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the sub-recipient agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority;
2. Authorize Interim City Manager to execute the agreement; and
3. Authorize budget appropriation of \$23,100 to account 111-8030-461-56-42.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 12, 2013, City Council entered a memorandum of understanding (MOU) with the cities of Bell, Bell Gardens, Commerce, Cudahy, Maywood, Vernon and the Los Angeles County Flood Control District (Los Angeles River Upper Reach 2) or (LAR UR2) for administration and cost sharing to prepare an Enhanced Watershed Management Plan (EWMP) and Coordinated Integrated Monitoring Program (CIMP) as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-

CONSIDERATION AND APPROVAL OF A SUB-RECIPIENT AGREEMENT BETWEEN THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK, MAYWOOD, VERNON AND THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR IMPLEMENTATION OF GRANT AGREEMENT WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD.

February 20, 2018

Page 2 of 3

0175 as amended by State Water Board Order WQ 2015- 0075 and Los Angeles Water Board Order R4-2012-075-A01 Municipal Separate Storm Sewer System (MS4 Permit).

Thus, Huntington Park is contractually obligated in partnership with the cities of Bell, Bell Gardens, Commerce, Cudahy, Maywood, Vernon and the Los Angeles County Flood Control District to implement the Enhanced Watershed Management Plan and the Coordinated Integrated Monitoring Program as required in the terms of the MS4 permit. The EWMP identified eight regional storm water retention projects that, when built, in conjunction with Green Streets projects, would achieve compliance with the MS4 permit. Failure to comply with the terms of the permit include fines of up to \$10,000 per day.

Pursuant to Permit requirements the above cities commissioned a feasibility study which studied the eight previously identified projects and included cost estimates and preliminary design elements.

Subsequent to the completion of the feasibility study, the LAR UR2 applied for grant funds from the State of California through the administrative mechanism of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (Gateway JPA) for Phase 1 funding of the first project identified in the feasibility study.

Due to limited resources of each LAR UR2 member agency it was, and will remain, necessary to utilize the services of GWMA staff for packaging and submitting grant applications, managing grants and associated recordkeeping requirements, processing all documents required for payment and assuming fiduciary responsibility for the LAR UR2 water shed group. None of our partners can assume this responsibility or liability.

This project is located in the City of Bell Gardens at John Anson Ford Park and has the largest Best Management Practice (BMP) footprint, capacity, diversion rate and best zinc and E. Coli reduction rates. Therefore, this site was identified early on as a superior location for compliance purposes. Each site is fully discussed in detail in the attached feasibility study.

FISCAL IMPACT/FINANCING

The total project cost is \$11,005,538 of which the local match is \$1,105,538. According to the cost share formula the City's share for the project is \$159,052.56. The City has elected to split this cost over three fiscal years. The cost for FY 17/18 is \$53,017.52, which is due within 30 days of entering the Agreement. This includes a three percent (3%) administrative processing fee to Gateway JPA which will handle grant administration including the fiduciary component.

CONSIDERATION AND APPROVAL OF A SUB-RECIPIENT AGREEMENT BETWEEN THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK, MAYWOOD, VERNON AND THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR IMPLEMENTATION OF GRANT AGREEMENT WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD.

February 20, 2018

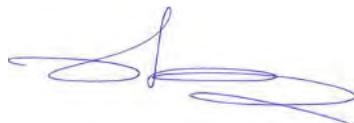
Page 3 of 3

The entire city share was included in the FY 17/18 proposed budget but was removed for several reasons; the most relevant being the uncertainty of the Agreement Date and the encumbrance of the large sum in uncertain circumstances. There is currently \$30,000 available in 111- 8030-461.56-42. Staff is requesting an additional budget appropriation of \$23,100 in account number 111-8030-461.56-42 to cover the entire cost share of program implementation for the current FY 17/18. A budget will be requested in FY 18/19 to cover the City's share of the project.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
Interim City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. Sub-Recipient Agreement with the cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood and Vernon and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.
- B. Feasibility Study for the Los Angeles River Upper Reach 2 (LARUR2) Watershed Management Program

ATTACHMENT "A"

**SUB-RECIPIENT AGREEMENT BETWEEN
THE CITIES OF BELL, BELL GARDENS, COMMERCE,
CUDAHY, HUNTINGTON PARK, MAYWOOD AND
VERNON, AND THE LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER MANAGEMENT
JOINT POWERS AUTHORITY**

This Sub-recipient Agreement (“Agreement”) is dated January 15, 2018 and is between the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood and Vernon, (collectively the “Sub-recipients”), and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, a California Joint Powers Authority (“GWMA”), (collectively, the “Parties”).

RECITALS

A. The Sub-recipients are members of the Los Angeles River Upper Reach 2 Watershed Group (“Watershed Group”) and jointly prepared a watershed management program (“WMP”) as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Storm Sewer System Permit, Order No. R4-2012-0175 as amended by State Water Board Order WQ 2015-0075 and Los Angeles Water Board Order R4-2012-0175-A01 (“MS4 Permit”), and

B. In order to assist the Watershed Group in implementing the WMP, the GWMA has entered into that certain Proposition 1 Stormwater and Proposition 50 Coastal Clean Beaches Program Grant Agreement No. D1712668 dated January 12, 2018 (“Grant Agreement”) with the California State Water Resources Control Board (“State Water Board”), attached hereto as

Exhibit A and incorporated herein as though set forth in full. GWMA will receive through the Grant Agreement Nine Million Nine Hundred Four Thousand and Eight Hundred Forty-Two Dollars (\$9,904,842) from the State Water Board for design, construction and maintenance of the John Anson Ford Park Infiltration Cistern System, Phase I, Project (“Project”) in the City of Bell Gardens. All of the Sub-recipients, through GWMA, will be responsible for paying their share of a local match in the total sum of One Million One Hundred Thousand Five Hundred and Thirty-Eight Dollars (\$1,100,538) for a total Project cost of Eleven Million Five Thousand and Three Hundred Eighty Dollars (\$11,005,380).

C. The purpose of this Agreement is to provide for the administrative support for the design, construction, maintenance and payment of the cost of the Project in compliance with the Grant Agreement and for payment of the local match.

D. While the Project is located in the City of Bell Gardens, it will benefit each of the other Sub-recipients, as it will facilitate their compliance with the WMP.

E. The Sub-recipients have agreed to the relative benefit for each Sub-recipient as provided in this Agreement.

F. The jurisdiction of the watershed encompasses all member Sub-recipients’ municipal boundaries including all two watersheds within the individual participating cities. This is allowed under the MS4 Permit VI.A.2.a and was approved by the Executive Officer of the Los Angeles Regional Water Quality Control Board on September 25, 2013 as part of the Watershed Group’s NOI and described in the resulting and current WMP under Section 1.1.

G. Among the benefits for each Sub-recipient agreeing to the cost-sharing for this Project is that as Permittees of the MS4 Permit, all Sub-recipients are working toward compliance with the MS4 Permit and as delineated in Part VI.C.2.b and c of the MS4 Permit, which compliance will be facilitated by the Project.

The Parties therefore agree as follows:

1. OBLIGATIONS OF THE CITY OF BELL GARDENS

1.1 Construction of Project. The City of Bell Gardens (“Bell Gardens”) shall undertake the design, construction and maintenance of the Project in full compliance with the terms and conditions of the Grant Agreement, including retaining a contractor or contractors to design and construct the Project, paying all charges lawfully incurred by the contractor(s), obtaining all permits necessary to accomplish the Project, paying all related charges, preparing all reports and documents required by the terms of the Grant Agreement and providing them to the GWMA for processing and State reimbursement, and giving all notices necessary and incidental for the Project as required under the terms of the Grant Agreement.

1.2 Compliance with Grant Agreement. As the primary Sub-recipient of the Grant, Bell Gardens shall comply with all provisions of the Grant Agreement imposed on GWMA as the Recipient under the Grant Agreement. Bell Gardens shall use the funds received pursuant to the Grant Agreement solely to reimburse the actual expenses incurred by Bell Gardens to implement the Project. Bell Gardens shall apply the funds only to eligible Project costs as specified in the Grant Agreement.

1.3 Failure to Comply with Grant Agreement. In the event that the State Water Board determines GWMA has failed to comply with any of its obligations under the Grant Agreement due to an action or a failure to act by Bell Gardens, Bell Gardens will be solely responsible for complying with any State Water Board demands, determinations, fines or other such actions or penalties initiated by the State Water Board because of the failure to comply with the Grant Agreement by Bell Gardens. No non-breaching Party shall be in any way responsible for satisfying any State Water Board demands made in response to a violation of the terms of the Grant Agreement or this Agreement by Bell Gardens.

1.3.1 GWMA and the State Water Board may withhold all or any portion of the Grant Funds in the event that Bell Gardens has violated, or threatens to violate, any term, provision, condition or commitment of the Grant Agreement, or Bell Gardens fails to maintain reasonable progress towards completion of the Project as provided in the Grant Agreement, provided that GWMA first provides Bell Gardens with written notice describing the factual basis for which Bell Gardens has not maintained reasonable progress towards completion and a seven (7) day period to cure any such failure to make reasonable progress on the Project.

1.3.2 If Bell Gardens defaults under any term of this Agreement or of the Grant Agreement, or Bell Gardens takes an action or actions that causes GWMA to default under the Grant Agreement, GWMA shall promptly notify Bell Gardens in writing of any alleged default under this Agreement or Grant Agreement and Bell Gardens shall have thirty (30) days from the date that Bell Gardens receives the written notice of default to cure said default(s) (“Cure Period”), unless the State Water Board imposes a shorter Cure Period on GWMA, in which case the shorter Cure Period will control, or unless GWMA and Bell Gardens agree to a longer Cure Period. If Bell Gardens fails to timely cure the noticed default(s) during the Cure Period, GWMA

may immediately terminate this Agreement, and Bell Gardens shall forfeit its right to any grant funds, shall not be entitled to reimbursement for any of Bell Gardens' costs for the Project, and shall repay to GWMA any funds GWMA is required to pay to the State Water Board. In such event, Bell Gardens shall pay to GWMA the local match paid by each other Sub-recipient and received by Bell Gardens and GWMA shall return those funds to the other Sub-recipients.

1.4 Income Restrictions. Bell Gardens shall pay to GWMA any refunds, rebates, credits or other amounts (including interest thereon) accruing to or received by Bell Gardens, to the extent that they are properly allocable to funds Bell Gardens received from GWMA under this Agreement and which GWMA is obligated to pay to the State Water Board. Bell Gardens shall also pay to GWMA the local match paid by the other Sub-recipients for the funds GWMA is required to return to the State Water Board. GWMA shall thereupon return the local match funds to each other Sub-recipient.

1.5 Compliance with Law. In the performance of this Agreement, Bell Gardens shall comply with all applicable ordinances, resolutions, statutes, rules and regulations of any federal, state or local government agency.

1.6 Compliance with the California Environmental Quality Act ("CEQA"). The Project is a project under CEQA. Bell Gardens shall comply with CEQA and related Grant Agreement requirements in the implementation of the Project. Work on the Project shall not commence until the State Water Board has reviewed and given environmental clearance to Bell Gardens' CEQA documentation. Bell Gardens shall serve as lead agency for purpose of environmental review and shall retain necessary environmental services in connection with environmental review and preparation of the applicable CEQA documents. Bell Gardens may

use Grant Funds to pay costs, except litigation costs, in connection with or arising out of CEQA compliance to the extent permitted under the Grant Agreement.

This Agreement shall in no way commit or be construed to commit Bell Gardens to approve the Project, award any contract in connection with the Project, or approve any entitlement required under the Bell Gardens Municipal Code. Moreover, this Agreement shall not limit the scope of the CEQA analysis, including but not limited to project mitigation measures and the consideration of project alternatives, including a no-project alternative. The provisions of this Agreement shall not in any way limit, hinder or affect the discretion of Bell Gardens to review CEQA documents and impose mitigation measures, alter a project, or deny a project in consideration of adverse environmental impacts to the extent permitted in the Grant Agreement. Bell Gardens shall return to GWMA any Grant and match funds received by Bell Gardens that GWMA is obligated to return to the State Water Board as a result of Bell Gardens not completing the Project as a result of the CEQA review.

1.7 CEQA Indemnification. In the event any litigation is initiated against Bell Gardens or GWMA challenging any procedural or substantive aspect of Bell Gardens' environmental documents, review, or approvals in connection with the Project, the Sub-recipients shall pay their proportionate share of the costs to defend, indemnify, and hold harmless Bell Gardens, and, if applicable, GWMA, and their elected and appointed officials, agents, officers from any claim, action, or proceeding (collectively referred to as "Proceedings") brought against Bell Gardens or GWMA, their elected and appointed officials, agents, officers, or employees arising out of, or which are related to the review and approval of the Project by Bell Gardens, including under CEQA. The indemnification shall include, but is not limited to, damages, fees and/or costs awarded against Bell Gardens or GWMA, if any, and cost of suit,

attorney's fees, and other costs, liabilities, and expenses incurred in connection with the proceedings. This indemnity provision shall include the other Sub-recipients' obligations to pay their share of Bell Gardens' obligations and, if applicable, GWMA's costs, fees, and damages that Bell Gardens and GWMA incur from enforcing the indemnification provisions set forth herein. Each Sub-recipient's individual share of said fees, costs, or expenses shall be calculated in accordance with each Sub-recipient's individual percentage share as calculated in Exhibit B.

1.8 Approvals, Entitlements and Permits. Bell Gardens shall obtain all necessary approvals, entitlements and permits and provide copies to GWMA prior to commencement of the Project construction. If the Project is carried out on lands not owned by Bell Gardens, Bell Gardens shall obtain adequate rights-of-way for the useful life of the Project. Review or approval of Project applications, contracts, documents, permits, plans and specifications or other Project information by the State Water Board and GWMA is for administrative purposes only and does not relieve Bell Gardens of its responsibility to properly plan, design, construct, operate, maintain, implement and otherwise carry out the Project.

1.9 Operations and Maintenance. Bell Gardens shall maintain and operate the Project throughout its useful life as required in the Grant Agreement and WMP, and the costs associated with operating and maintaining the Project shall be paid by each Sub-recipient in accordance with each Sub-recipients' individual Percentage Share for the useful life of the Project as defined in the Grant Agreement. For purposes of this Agreement, the "useful life" of any constructed portions of the Project begins upon completion of construction and continues until 20 years thereafter. The Sub-recipients shall enter into a separate Memorandum of Understanding within one hundred eighty (180) days following the Effective Date of this Agreement outlining the parties' rights and obligations with respect to continued operation and maintenance of the

Project. In no circumstances shall GWMA be liable for any cost of such maintenance, management or operation. Bell Gardens may be excused from operations and maintenance only upon the written approval of the State Water Board or such other entity to which this authority is transferred. For purposes of this Section 1.9, operation includes direct costs incurred for material and labor needed for operations, utilities, insurance and similar expenses. Maintenance costs include, but are not limited to, costs related to inspections, ordinary repairs, and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct the Project if required by the Grant Agreement.

1.10 Continuous Use of Project; Lease or Disposal of Project. Bell Gardens, except as otherwise provided in the Grant Agreement, shall not abandon, discontinue use of, lease or dispose of the Project, or fail to maintain any significant part or portion of the Project thereof during its useful life.

1.11 Cost Overruns. At no time shall GWMA be liable for any cost associated with the Project except for those resulting from GWMA's negligence. Bell Gardens shall be solely responsible for cost overruns other than those caused by GWMA and shall complete the Project even if the Grant funds are insufficient to cover all costs required by the Grant Agreement. To the extent that overrun costs are unforeseen and outside of Bell Gardens' control and not covered by Grant and local match funds, Bell Gardens shall complete the Project to the extent required under the terms of the Grant Agreement. In such case, the Sub-recipients shall contribute funds sufficient to cover such cost overruns in accordance with each Sub-recipients' Percentage Share. To the extent provided in the Grant Agreement, Bell Gardens and its Sub-recipients shall be

solely responsible for any costs associated with the Project in the event that the grant funds are not forthcoming for any reason other than GWMA's negligence.

1.12 Accounting Procedures. GWMA and Bell Gardens shall comply with the following accounting procedures in the performance of this Agreement in addition to those required in the Grant Agreement:

1.12.1 Establish an official file for the Project that adequately documents all significant actions relative to the Project;

1.12.2 Establish separate accounts that adequately and accurately depict all amounts received and expended on the Project, including all portions of grant funds received under this Agreement;

1.12.3 Establish separate accounts that adequately depict all income received that is attributable to the Project, especially including any income attributable to portions of grant funds disbursed under this Agreement;

1.12.4 Establish an accounting system that will adequately depict final total costs of the Project, including both direct and indirect costs;

1.12.5 Establish such accounts and maintain such records as may be necessary to fulfill reporting requirements, including any and all reporting requirements under state tax statutes or regulations; and

1.12.6 If a Force Account is used for any phase of the Project, establish an account that documents all employee hours and associated tasks charged to the Project per employee.

1.13 Site Inspections. The State Water Board, the Bureau of State Audits, GWMA, all Sub-recipients or any authorized representative of the foregoing, shall have suitable access to the Project site at all reasonable times (primarily during business hours) during Project implementation and thereafter for the useful life of the Project to ascertain compliance with the Grant Agreement and its goals.

2. GWMA OBLIGATIONS

2.1 Grant Administration. GWMA shall administer the Grant Agreement and serve as the intermediary between the State Water Board, Bell Gardens, and the other Sub-recipient cities. GWMA shall also collect match funds and disburse them at the times payments are due to Bell Gardens.

2.2 Payment of Funds. Bell Gardens shall prepare statements showing its Project costs and submit them on a bi-monthly basis to GWMA in accordance with the Grant Agreement requirements. Upon Bell Gardens' compliance with the requirements set forth in this Agreement and the Grant Agreement, GWMA shall within 10 calendar days of receiving bi-monthly invoice statements (using forms supplied by the State Water Board with supporting backup documents) and the accompanying Progress Report (using the format supplied by the State Water Board), apply to the State Water Board for reimbursement of the Project costs incurred. Within 30 calendar days of GWMA's receipt of funds for the Project costs from the State Water Board,

GWMA shall reimburse Bell Gardens in an amount equal to the reimbursed funds received from the State Water Board.

2.3 Insufficient Funds. Reimbursement, if any, to Bell Gardens and the Sub-recipients by GWMA is conditioned upon receipt of the Grant funds by GWMA from the State Water Board and obtaining all required approvals from the State Water Board, including environmental clearances. If the Grant funds are not forthcoming from the State Water Board for any reason except the negligence of GWMA, GWMA shall not have any obligation to reimburse Bell Gardens and the Sub-recipients through any other source of funds. If the Grant funds are reduced by the State Water Board for any reason, Bell Gardens and the Sub-recipients, to the extent the Grant Agreement requires the Project to be completed with non-grant funds, shall contribute additional funds to cover any Project cost shortfall resulting from the reduction of Grant funds by the State Water Board in accordance with each Sub-recipients' individual percentage share of the Project as calculated in Exhibit B necessary to complete the Project, and GWMA shall not have any obligation to reimburse Bell Gardens and Sub-recipients for such additional funds.

3. GENERAL PROVISIONS

3.1 Independent Contractor. Bell Gardens is, and shall at all times remain as to GWMA and to the other Sub-recipients, a wholly independent contractor. Bell Gardens shall have no power to incur any debt, obligation or liability on GWMA's behalf or on behalf of any other Sub-recipient under this Agreement. Neither GWMA nor any of its agents or any of the Sub-recipients shall have control over the conduct of Bell Gardens or any of Bell Gardens' employees, except as set forth in this Agreement. Bell Gardens shall fully comply with the worker's compensation laws regarding Bell Gardens' employees. Bell Gardens shall indemnify

and hold GWMA, the State Water Board and all Sub-recipients under this Agreement harmless from any failure of Bell Gardens to comply with applicable workers' compensation laws.

3.2 Bell Gardens Representative. The Representative for Bell Gardens shall be the City Manager or such person as may be designated by the City Manager in writing. GWMA shall refer any decisions that must be made by Bell Gardens to the Bell Gardens Representative. Any approval by Bell Gardens required under this Agreement shall mean the approval of the Bell Gardens Representative, unless the Bell Gardens Representative informs GWMA that the decision must be made by the Bell Gardens City Council.

3.3 GWMA Representative. The GWMA Representative shall be the Executive Officer, or such person as may be designated by the Executive Officer in writing. It shall be Bell Gardens' responsibility to ensure that the GWMA Representative is kept informed of the progress of the performance of the Project and Bell Gardens shall refer any decisions that must be made by GWMA to the GWMA Representative. Any approval by GWMA required under this Agreement shall mean the approval of the GWMA Representative, unless the GWMA Representative informs Bell Gardens that the decision must be made by the Board of Directors.

4. LOCAL MATCH

4.1 Deposit and Payment of Local Match. Within 30 days following the Effective Date of this Agreement (as defined under Section 6.1 below), each Sub-recipient shall deposit its share of the local match with GWMA along with a three percent GWMA administrative fee in accordance with Exhibit B. On each anniversary thereafter, if applicable, each Sub-recipient shall deposit with GWMA the next annual payment of its local match and GWMA administrative fee. With respect to Bell Gardens only, Bell Gardens' local match obligation may be satisfied by

the contribution of in-kind services, property, or supplies as permitted under the Grant Agreement. Bell Gardens' in-kind contributions shall be detailed in the statements sent to GWMA pursuant to Section 2.2 and shall include a dollar amount and description of the in-kind contribution, the remaining agreed upon value of which shall be credited or refunded to Bell Gardens whichever the case may be upon approval by the State Water Board.

4.2 Return of Local Match. In the event the Project is constructed for less than the budgeted sum, or this Agreement is terminated, GWMA shall return to each Sub-recipient its respective percentage share of the remainder of the-unexpended and unencumbered local match within 30 days from the date of filing the notice of completion for the Project.

4.3 Remedies for Failure to Contribute Local Match and Funds. If any Sub-recipient (the "Non-Contributing Sub-recipient") fails to timely pay all or any portion of the local match or contingency fund required pursuant to this Agreement 30 days following receipt of written notice from GWMA, such Non-Contributing Sub-recipient shall be terminated from this Agreement and shall be deemed non-participatory in the construction in the John Anson Ford Park Infiltration Cistern System, Phase I Project.

5. PROVIDE REPORTS, AUDITS, RECORDS, INSPECTIONS AND REVIEWS

5.1 Reports. Bell Gardens shall prepare and GWMA shall forward progress reports that must accompany each bi-monthly reimbursement request to the State Water Board to fulfill GWMA's reporting obligations under the Grant Agreement. Bell Gardens shall assist GWMA by providing all requested documentation for GWMA to submit the project reports.

6. TERM

6.1 Term. This Agreement shall commence on the Effective Date and shall continue through the date of filing the notice of completion plus 20 years for maintenance, unless earlier terminated in accordance with Section 8.3 of this Agreement. For purposes of this Agreement, the Effective Date shall be the date on which the final Sub-recipient duly executes this Agreement.

7. INSURANCE AND INDEMNIFICATION

7.1 Insurance. As required by Section 4(h) of Exhibit D of the Grant Agreement, Bell Gardens agrees to maintain sufficient insurance coverage considering the scope of this Agreement and the Project including, for example, but not necessarily limited to: General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, and Professional Liability.

7.2 Insurance. As required by Section 21 of Exhibit C of the Grant Agreement, Bell Gardens will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by Bell Gardens of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to

the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. Bell Gardens shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Project shall be free and clear of all claims and liens. During construction and throughout the useful life of the Project, Bell Gardens shall provide and maintain the insurance against fire, vandalism and other loss, damage or destruction of the Project:

7.3 Memorandum of Project Coverage. Bell Gardens shall file with GWMA, upon the execution of this Agreement, a memorandum of coverage issued by the California Joint Powers Insurance Authority, or the equivalent as accepted by GWMA's Risk Manager, that shall provide proof of insurance and provide that notice of cancellation shall be provided to the other Sub-recipients and GWMA.

7.4 Additional Insured Requirements. The insurance coverage shall provide (i) that the coverage shall extend to GWMA, each Sub-recipient and each of their respective officers, agents, employees and volunteers and (ii) that the coverage shall operate as primary coverage.

7.5 Coverage Requirements. Bell Gardens shall require each consultant or contractor retained by Bell Gardens to implement the Project to obtain liability coverage at least as comprehensive as required under this Section 7 of this Agreement for Bell Gardens and shall require GWMA, each Sub-recipient and each of their respective officers, agents, employees, and volunteers to be named as additional named insured on such coverage. Bell Gardens shall also require each consultant and contractor to obtain workers' compensation coverage in not less than the minimum required under California law.

7.6 Approval of Insurance Policies. The specific levels and coverages of the insurance policies shall be subject to the reasonable review and approval of the Executive Officer of GWMA.

7.7 Indemnification. Notwithstanding Government Code Section 895.2, no Party nor any officer or employee of any Party shall be responsible for any damage or liability occurring by reason of any act or omission on the part of another Party under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of the other Party under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, each Party shall fully indemnify, defend, and hold the other Parties harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of that Party under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of that Party under this agreement. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, *et seq.*, of the Government Code for a dangerous condition of property owned by or under the control of any Party, that Party shall fully defend, indemnify, and hold the other parties harmless from any and all liability arising from such dangerous condition. The provisions of this Section 7.7 shall survive the expiration or termination of this Agreement.

8. ENFORCEMENT OF CONTRACT

8.1 Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter

arising out of or in relation to this Agreement shall be instituted in the Superior Court of Los Angeles, State of California, the United States District Court, or any other appropriate court in Los Angeles County. Pending the resolution of disputes arising under this Agreement by the parties or a court of competent jurisdiction, Bell Gardens shall continue to fulfill and comply with all the terms, provisions, commitments and requirements of this Agreement.

8.2 Assignment. Bell Gardens shall not assign this Agreement, either in whole or in part, without GWMA's prior written consent.

8.3 Termination. GWMA may immediately terminate this Agreement by giving written notice to Bell Gardens and the other Sub-recipients if GWMA receives notice from the State Water Board that the Grant Agreement has been terminated. If GWMA fails to perform its obligations under the Agreement, any Sub-recipient can terminate this Agreement with respect to that party by giving 30-day advance written notice to cure the violation to GWMA with copies to the other Sub-recipients. In the event GWMA does not cure the violation within the cure period, the Agreement will be terminated with respect to that Sub-recipient on the 30th day.

8.4 No Third Party Rights. The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established in this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive 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 the other Parties.

8.6 Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorneys' Fees. If any party to this Agreement is required to initiate or defend or is made a party to any action or proceeding to enforce the terms of this Agreement, the prevailing party in such action or proceeding, in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to actual attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other costs for investigating such action, taking depositions and discovery and all other costs incurred in such litigation.

8.8 Related Litigation. Under no circumstances may Bell Gardens use any portion of the Grant Funds to pay costs associated with any litigation related to the Grant.

9. MISCELLANEOUS PROVISIONS

9.1 Nondiscrimination. During the performance of this Agreement, Bell Gardens and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

Bell Gardens, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Bell Gardens, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Bell Gardens, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Bell Gardens shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

9.2 Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

9.3 Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

9.4 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason

of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.5 Integration; Amendment. It is understood that there are no oral agreements between the parties of this Agreement affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties in writing.

9.6 Time of the Essence. Time is of the essence with respect to all provisions within this Agreement.

9.7 Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

The Parties are signing this Agreement on the date stated in the introductory clause.

[signatures begin on next page]

GWMA

Los Angeles Gateway Region Integrated
Regional Water Management Joint Powers
Authority,
a California Joint Powers Authority

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

Bell Gardens

City of Bell Gardens,
a California municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

City of Bell,
a California _____

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

City of Commerce,
a California _____

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

City of Cudahy,
a California _____

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

City of Huntington Park,
a California _____

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

City of Maywood,
a California _____

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

City of Vernon,
a California charter city

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

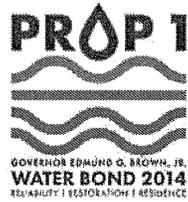
APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

EXHIBIT A
GRANT AGREEMENT
(Attached)



PROPOSITION 1 STORM WATER

GATEWAY WATER MANAGEMENT AUTHORITY

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



GRANT

STORM WATER IMPLEMENTATION

JOHN ANSON FORD PARK INFILTRATION CISTERN: PHASE I

AGREEMENT NO. D1712668

GRANT FUNDS: \$9,904,842

ELIGIBLE START DATE: DECEMBER 1, 2017

WORK COMPLETION DATE: MARCH 31, 2021

FINAL DISBURSEMENT REQUEST DATE: APRIL 30, 2021

RECORDS RETENTION TERM END DATE: MARCH 31, 2057

WHEREAS,

1. The State Water Board is authorized to provide funding under this Agreement pursuant to the following:
 - Proposition 1 Storm Water - Section 79747 of the Water Code (Prop 1)
2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with Prop 1, and establishes the terms and conditions of a funding agreement.
3. The Recipient has applied to the State Water Board for funding for the Project described in Exhibit A of this Agreement, and the State Water Board has selected the application for funding through a competitive process.
4. The State Water Board proposes to assist in funding the costs of the Project, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board, upon the terms and conditions set forth in this Agreement, all pursuant to Prop 1.

NOW, THEREFORE, in consideration of the premises, mutual representations, covenants and agreements in this Agreement, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. Definitions

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Agreement" means this Grant Agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the Authorized Representative by title.

"Days" means calendar days unless otherwise expressly indicated.

"Disbursement Period" means the period during which Grant Funds may be disbursed.

"Disbursement Request" means the form used by the Recipient to document Match Funds and request reimbursement of Project Costs.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the funding program(s) set forth in this Agreement.

"Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which reimbursable Project Costs may be incurred and eligible for reimbursement hereunder.

"Final Disbursement Request Date" means the date established in Exhibit B, after which date no further Grant Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees or resources for the Project.

“GAAP” means generally accepted accounting principles, as issued by the Governmental Accounting Standards Board.

“Grant Contact” means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project.

“Grant Funds” means funds provided by the State Water Board towards eligible reimbursable Project Costs.

“Grant Manager” means the person designated by the State Water Board to manage performance of the Agreement.

“Guidelines” means the State Water Board’s “Proposition 1 Storm Water Grant Program Guidelines,” as amended from time to time.

“Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient’s organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

“Match Funds” means funds provided by the Recipient towards the Project Costs incurred after November 4, 2014.

“Party Contact” means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager.

“Project” means the Project as described in Exhibit A and in the documents incorporated by reference.

“Project Completion” means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

“Project Costs” means the incurred costs of the Recipient which are eligible under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP.

“Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 2 of this Agreement.

“Recipient” means Gateway Water Management Authority.

“Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.

“State” means State of California.

“State Water Board” means the California State Water Resources Control Board, an administrative and regulatory agency of the State of California.

“Technical Advisor” means the person designated by the Los Angeles Regional Water Quality Control Board to provide technical advice on the Project. The Technical Advisor is set forth in Section 2 of this agreement.

“Work Completion” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

“Work Completion Date” means the date set forth in Exhibit A that is the last date on which Project Costs may be incurred under this Agreement.

“Year” means calendar year unless otherwise expressly indicated.

2. Party Contacts

The Party Contacts during the term of this Agreement are:

State Water Board		Gateway Water Management Authority	
Section:	Division of Financial Assistance	Section:	
Name:	Spencer Joplin, Grant Manager	Name:	Grace Kast, Project Director
Address:	1001 I Street, 17th Floor	Address:	16401 Paramount Blvd
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Paramount, CA , 90723
Phone:	(916) 341-5636	Phone:	626-485-0338
Fax:	(916) 341-5296	Fax:	
Email:	Spencer.Joplin@waterboards.ca.gov	Email:	Gracekast.gateway@gmail.com

Los Angeles Regional Water Quality Control Board	
Section:	Watershed/Regional Programs/Groundwater
Name:	Alireza Rahmani, Technical Advisor
Address:	320 West 4th Street, Suite 200
City, State, Zip:	Los Angeles, CA 90013
Phone:	(213) 576-6692
Fax:	(213) 620-6660
Email:	Alireza.Rahmani@waterboards.ca.gov

Direct inquiries to:

State Water Board		Gateway Water Management Authority	
Section:	Division of Financial Assistance	Section:	
Name:	Blair McIntosh, Program Analyst	Name:	Chau Vu, Grant Contact
Address:	1001 I Street, 17 th Floor	Address:	16401 Paramount Blvd
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Paramount, CA , 90723
Phone:	(916) 322-1409	Phone:	562-334-1790
Fax:	(916) 341-5296	Fax:	562-806-7789
Email:	Blair.McIntosh@waterboards.ca.gov	Email:	cvu@bellgardens.org

The Recipient may change its Project Director upon written notice to the Grant Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

3. Exhibits and Appendices Incorporated

The following exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING PROVISIONS

EXHIBIT C – STANDARD TERMS AND CONDITIONS

4. Recipient Representations and Commitments

The Recipient represents, warrants, and commits to the following as of the date signed by the Recipient's Authorized Representative and continuing thereafter for the term of this Agreement:

- (a) General Commitments. The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance and throughout the term of this Agreement.
- (b) Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
- (c) No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
- (d) No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the financial condition or operations of the Recipient, and/or the Project.
- (e) Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.
- (f) Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient shall maintain its eligibility for funding under this Agreement for the term of this Agreement.

- (g) Good Standing. The Recipient is currently in compliance with the State requirements set forth in Exhibit C. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with previous State audit disallowances.
- (h) Insurance. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement including, for example, but not necessarily limited to: General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, and Professional Liability.

5. Project Completion

The Recipient shall expeditiously proceed with and complete the Project in accordance with this Agreement.

6. Notice

- (a) The Recipient shall notify the Division in writing within five (5) working days of the occurrence of the following:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient; or
 - (2) Actions taken pursuant to State law in anticipation of filing for bankruptcy.
- (b) The Recipient shall notify the Division within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
- (c) The Recipient shall notify the Division promptly of the following:
 - (1) Any proposed change in the scope of the Project. Under no circumstances may the Recipient make changes to the scope of the Project without receiving prior review and approval by the Division. Most changes will require an amendment to this Agreement;
 - (2) Cessation of work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion;
 - (4) Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient agrees to implement appropriate actions as directed by the Division;
 - (5) Any monitoring activities such that the State Water Board Division of Drinking Water and/or Regional Water Board staff may observe and document such activities;
 - (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State representatives with at least ten (10) working days' notice to the Division; or
 - (7) Work Completion and Project Completion.

7. Project Access

The Recipient shall ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the obligation.

8. No Obligation of the State; State Budget Act Contingency

Any obligation of the State Water Board contained herein shall not be an obligation, debt, or liability of the State, and any such obligation shall be payable solely out of the monies appropriated by the State Legislature to the State Water Board from the special fund associated with this Agreement.

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other considerations under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for payment over any other recipient.

If this Agreement's funding for any Fiscal Year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Recipient to reflect the reduced amount.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GATEWAY WATER MANAGEMENT AUTHORITY:

By: 

Name: Christopher S. Cash

Title: Chairperson

Date: 1/12/2018

STATE WATER RESOURCES CONTROL BOARD:

By: 

Name: Leslie S. Laudon

Title: Deputy Director
Division of Financial Assistance

Date: 1/25/18

EXHIBIT A – SCOPE OF WORK

A-1. Completion Date

The Work Completion Date is established as MARCH 31, 2021. Work occurring after the Work Completion Date, including corrective actions, is not eligible for reimbursement with Grant Funds and cannot be paid for using Match Funds.

A-2. Purpose

This grant is for the benefit of the Recipient. This grant is for the purpose of capturing trash, nutrients, heavy metals, bacteria, and reducing toxicity by installing storm water and dry weather flow diversion, pre-treatment, retention and infiltration facilities at the John Anson Ford Park in the City of Bell Gardens, a disadvantaged community (DAC). The Project is for the purpose of compliance with the Water Quality Objectives in the Coastal Los Angeles County Municipal Separate Storm Sewer System (MS4) permit.

A-3. Project-Specific Scope of Work

The Recipient agrees to do the following:

1. Project Management
 - 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
 - 1.2 Notify the Grant Manager and Technical Advisor at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
 - 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Grant Manager and Technical Advisor.
 - 1.4 Conduct periodic and final site visits with the Grant Manager.
 - 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Grant Manager and Technical Advisor.
2. General Compliance Requirements/Project Effectiveness and Performance
 - 2.1 Submit Global Positioning System (GPS) information for project site(s) and monitoring location(s) for this Project to the Grant Manager and Technical Advisor. Submittal requirements for GPS data are available at: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.
 - 2.2 Prepare and submit, to the Grant Manager for approval and Technical Advisor for review, a Monitoring and Reporting Plan (MRP) using a template or outline provided by the Grant Manager. The MRP becomes final upon Grant Manager approval. Any changes to the MRP must be approved by the Grant Manager. The MRP may be submitted as separate documents or in one report and shall include the following:
 - 2.2.1 A Project Assessment and Evaluation Plan (PAEP), which describes the manner in which the Project performance will be assessed, evaluated, and

reported to the Grant Manager. The PAEP shall detail the methods of measuring and reporting Project benefits. Implementation of any monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Grant Manager.

- 2.2.2 A Monitoring Plan (MP) in a format provided by the Grant Manager. Any costs related to monitoring data collected prior to and not supported by the approved MP will not be reimbursed. Changes to the MP shall be submitted to the Grant Manager for approval prior to implementation.
- 2.3 Measure, evaluate, and document Project performance based on the monitoring requirements and effectiveness criteria in the approved MRP. Include results of the performance assessment, along with any supporting data and analysis, in the associated quarterly progress report and the final Project Report.
- 2.4 Prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the United States Environmental Protection Agency (USEPA) QAPP guidance document (EPA QA/G-5) or the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, as appropriate for the proposed monitoring activities. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. The QAPP shall be submitted to the Grant Manager for approval and Technical Advisor for Review. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. A template for the USEPA QAPP is available from the Grant Manager. Guidance for preparing a SWAMP QAPP is available at:
http://www.waterboards.ca.gov/water_issues/programs/swamp/qapp/shtml.
- 2.4.1 Upload a pdf version of the final approved document(s) to the Financial Assistance Application Submittal Tool (FAAST) system.
- 2.5 Prepare and upload all water quality data obtained through implementation of the MP to the California Environmental Data Exchange Network (CEDEN) or in a comparable format provided by the State Water Board and submit a receipt of successful data submission to CEDEN or the State Water Board, to the Grant Manager and Technical Advisor. Guidance for submitting data, including required minimum data elements and data formats, is available at <http://www.ceden.org> or a Regional Data Center (RDC) (Moss Landing Marine Lab, San Francisco Estuary Institute, Southern California Coastal Water Research Project, or Central Valley RDC). Contact information for the RDCs is included in the CEDEN web link.
3. Permitting and Environmental Compliance
 - 3.1 Complete documentation required under the California Environmental Quality Act (CEQA) for the proposed implementation Project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).
 - 3.1.1 Submit the draft CEQA document to the Grant Manager and Technical Advisor for comment, if applicable.
 - 3.1.2 Submit the final CEQA document to the Grant Manager and Technical Advisor.

- 5.4 Submit as-built drawings and a summary of changes from the approved design plans and specifications that occurred during construction to the Grant Manager and Technical Advisor.
 - 5.5 Prepare an Operations and Maintenance Plan that addresses operation and maintenance of the Project for its useful life and submit to the Grant Manager for approval and Technical Advisor for review.
6. Education and Outreach
- 6.1 Conduct a minimum of one (1) workshop to solicit comments on the thirty percent (30%) design plans and specifications in Item 4.2. Invite nearby residents and potential stakeholder organizations. Submit a list of invitees, copies of meeting materials, sign-in sheets, and a summary of the topics discussed to the Grant Manager and Technical Advisor.
 - 6.2 Design a minimum of one (1) educational sign to inform the public of the purpose, functionality, and benefits of the Project and permanently install the sign near the Project site. Submit photo documentation to the Grant Manager and Technical Advisor.
 - 6.3 Develop a minimum of one webpage that describes the Project's background, purpose, progress, and results. Submit the weblink to the Grant Manager and Technical Advisor.

A-4. Disclosure and Signage

- (a) The Recipient shall place a sign at least four (4) feet tall by eight (8) feet wide made of ¾-inch-thick exterior grade plywood or other approved material in a prominent location on the construction site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board."

The sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

- (b) The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board using funds from Proposition 1. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A-5. Reporting

- (a) Progress Reports. The Recipient shall submit quarterly progress reports, using a format provided by the Grant Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Grant Manager and Technical Advisor. Progress Reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.
- (b) As Needed Information or Reports. The Recipient agrees to submit expeditiously, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.
- (c) Final Reports. At the conclusion of the Project, the Recipient must submit the following to the Grant Manager and Technical Advisor:
 - (1) Draft Final Project Report. Prepare and submit to the Grant Manager and Technical Advisor, for review and comment, a draft Final Project Report in a format provided by the Grant Manager.
 - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the FFAST system.
 - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Grant Manager, and include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FFAST system.
 - (4) Final Project Inspection and Certification. Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Grant Manager and Technical Advisor.

A-6. Submittal Schedule

Failure to provide items by the due dates indicated in the Submittal Schedule below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this Submittal Schedule may be adjusted as necessary during the Disbursement Period with Grant Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Disbursement Request submitted prior to the Final Disbursement Request Date set forth in Exhibit B.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A-3 PROJECT-SPECIFIC SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		As scheduled and noticed
1.3	Detailed Project Schedule	Quarterly	
1.4	Periodic and Final Site Visits		As requested
1.5	Photo Monitoring		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.1	GPS Information and Monitoring Location(s)	90 Days After Execution	
2.2	Monitoring and Reporting Plan		120 Days After Execution
2.2.1	Project Assessment and Evaluation Plan		60 Days After Execution
2.2.2	Monitoring Plan		120 Days After Execution
2.4	Quality Assurance Project Plan (QAPP)		120 Days After Execution
2.5	Water Quality Data Upload to CEDEN	Before Final Report	
3.	Permitting and Environmental Compliance		
3.1.1	Draft CEQA document	May 31, 2019	
3.1.2	Final CEQA document		September 2019
3.2	Agency Approvals, Entitlements, or Permits		September 2019
4.	Planning, Design, and Engineering		
4.1	Design Report		February 2019
4.2	30% Design Plans and Specifications	May 31, 2019	
4.3	100% Design Plans and Specifications		October 2019
4.4	Advertised Bid Documents and Bid Summary		December 2019

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
5.	Construction and Implementation		
5.1	Notice(s) to Proceed	March 31, 2020	
5.3	Proposed Changes During Construction		As needed
5.4	As-built Drawings and Summary of Changes	November 30, 2020	
5.5	Operations and Maintenance Plan		December 2020
6.	Education and Outreach		
6.1	List of Invitees, Meeting Materials, Sign-In Sheets, and Summary of Topics		June 2019
6.2	Photo Documentation of Signage		October 2020
6.3	Web Link		December 2020
EXHIBIT A-5 REPORTING			
(a)	Progress Reports	Quarterly	
(b)	As Needed Information or Reports		As Needed
(c)	Final Reports		
(c)(1)	Draft Final Project Report	January 31, 2021	
(c)(2)	Final Project Report	February 28, 2021	
(c)(3)	Final Project Summary	February 28, 2021	
(c)(4)	Final Project Inspection and Certification	Before Work Completion Date	
EXHIBIT B FUNDING PROVISIONS			
4 (b)	Final Disbursement Request	April 30, 2021	
9 (b)(4)	Disbursement Requests	Quarterly	

EXHIBIT B – FUNDING PROVISIONS

B-1. Project Funding

Subject to the terms of this Agreement, the State Water Board agrees to provide Grant Funds in the amount of up to NINE MILLION, NINE HUNDRED FOUR THOUSAND, EIGHT HUNDRED FORTY-TWO DOLLARS (\$9,904,842).

B-2. Match Funds

- (a) The Recipient agrees to provide Match Funds in the amount of ONE MILLION, ONE HUNDRED THOUSAND, FIVE HUNDRED THIRTY-EIGHT DOLLARS (\$1,100,538).
- (b) This Match Funds amount is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Funds changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Grant Manager and may require an amendment to this Agreement.
- (c) Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Funds.
- (d) Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Funds.
- (e) If, at Work Completion, the Recipient has provided Match Funds in an amount that is less than the Match Funds amount set forth above, the State Water Board may proportionately reduce the Grant Funds amount and/or the Recipient's Match Funds amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

B-3. Estimated Reasonable Total Project Cost

The estimated reasonable cost of the total Project is ELEVEN MILLION, FIVE THOUSAND, THREE HUNDRED EIGHTY DOLLARS (\$11,005,380).

B-4. Funding Dates

- (a) The Eligible Start Date is DECEMBER 1, 2017. Otherwise eligible costs incurred prior to this date will not be reimbursed.
- (b) The Final Disbursement Request Date is APRIL 30, 2021. The Deputy Director of the Division may extend this date for good cause. Extensions may require an amendment to this Agreement. All Disbursement Requests must be submitted to the Division such that they are received prior to this date. Late Disbursement Requests will not be honored, and remaining amounts will be deobligated.

B-5. Funding Conditions and Exclusions

The State Water Board's disbursement of Grant Funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

Grant Funds may not be used for any Indirect Costs. Any Disbursement Request submitted including Indirect Costs will cause that Disbursement Request, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Recipient and any subcontract or sub-

agreement for work on the Project that will be reimbursed with Grant Funds pursuant to this Agreement. (Gov. Code, § 16727.)

B-6. Budget Summary

LINE ITEM	GRANT FUNDS	MATCH FUNDS*	TOTAL PROJECT COSTS
Direct Project Administration	\$ 272,700	\$ 30,300	\$ 303,000
Planning/Design/Engineering/Environmental	\$ 1,631,430	\$ 181,270	\$ 1,812,700
Construction/Implementation	\$ 7,854,606	\$ 872,734	\$ 8,727,340
Monitoring/Performance	\$ 125,352	\$ 13,928	\$ 139,280
Education/Outreach	\$ 20,754	\$ 2,306	\$ 23,060
TOTAL	\$ 9,904,842	\$ 1,100,538	\$ 11,005,380

*Match reduced. Project benefits a DAC.

B-7. Budget Flexibility

- (a) Subject to the prior review and approval of the Grant Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Grant Funds, including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Grant Manager. Such adjustment may not increase or decrease the total grant amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

B-8. Amounts Payable by the Recipient

The Recipient agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Grant Funds are not sufficient to pay the Project Costs in full, the Recipient shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Grant Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B-9. Disbursement of Grant Funds; Availability of Grant Funds

- (a) The State Water Board's obligation to disburse Grant Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the State government to appropriate funds necessary for disbursement of Grant Funds, the State Water Board shall not be

obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an amendment to the Recipient to reflect the reduced amount.

- (b) Except as may be otherwise provided in this Agreement, disbursement of Grant Funds will be made as follows:
- (1) Upon execution and delivery of this Agreement, the Recipient may submit a Disbursement Request for eligible Project Costs as well as to support Match Funds as specified in this Exhibit from the Project Costs through submission to the State Water Board using the Disbursement Request form provided by the Grant Manager.
 - (2) Disbursement Requests shall contain the following information:
 - a. The date of the request;
 - b. The time period covered by the request, i.e., the term "from" and "to";
 - c. The total amount requested;
 - d. Documentation of Match Funds used;
 - e. Original signature and date (in ink) of Recipient's Project Director or his/her designee; and
 - f. The Final Disbursement Request shall be clearly marked "FINAL DISBURSEMENT REQUEST" and shall be submitted NO LATER THAN APRIL 30, 2021.
 - (3) Disbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Disbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Grant Manager as set forth in the Party Contacts section of this Agreement. Requests for disbursement submitted in any other format than the one provided by the State Water Board will cause a Disbursement Request to be disputed. In the event of such a dispute, the Grant Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Disbursement Request submitted. The Grant Manager has the responsibility for approving Disbursement Requests. Project Costs incurred prior to the Eligible Start Date of this Agreement will not be reimbursed.
 - (4) Grant Funds must be requested quarterly via Disbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the disbursement is being requested. Each Disbursement Request must be accompanied by a Progress Report. Failure to provide timely Disbursement Requests may result in such requests not being honored.
 - (5) The Recipient agrees that it will not submit any Disbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the

Recipient; although, the actual payment of such costs by the Recipient is not required as a condition of the Disbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Disbursement Request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Grant Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Disbursement Request.

- (6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (7) The Recipient shall use Grant Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Grant Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Grant Funds to contractors or vendors within thirty (30) days from receipt of the Grant Funds, the Recipient shall immediately return such Grant Funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of Grant Funds to the State Water Board. If the Recipient held such Grant Funds in interest-bearing accounts, any interest earned on the Grant Funds shall also be due to the State Water Board.
- (8) The Recipient shall submit its final Disbursement Request no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (9) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (10) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Grant Funds.
- (12) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Recipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
- (13) The Recipient must include any other documents or requests required or allowed under this Agreement.

B-10. Withholding of Disbursements and Material Violations

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Grant Funds until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

- (b) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:
- (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - (2) The Recipient fails to maintain reasonable progress toward Project Completion.

B-11. Remaining Balance

In the event the Recipient does not request all of the Grant Funds encumbered under this Agreement, any remaining Grant Funds revert to the State.

B-12. Fraud and Misuse of Public Funds

All Disbursement Requests submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Recipient shall not submit any Disbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of Grant Funds and/or termination of this Agreement requiring the repayment of all Grant Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

EXHIBIT C – STANDARD TERMS AND CONDITIONS

C-1. Accounting and Auditing Standards

The Recipient shall maintain GAAP-compliant Project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

C-2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

C-3. Assignability

This Agreement is not assignable by the Recipient, either in whole or in part.

C-4. Audit

- (a) The Division, at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of state or federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.
- (b) Audit disallowances will be returned to the State Water Board. Failure to comply with audit disallowance provisions shall disqualify the Recipient from participating in State Water Board funding programs.

C-5. Bonding

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C-6. Continuous Use of Project; Lease or Disposal of Project

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition requiring repayment of all Grant Funds or any portion of all remaining Grant Funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

C-7. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C-8. Competitive Bidding

The Recipient shall adhere to any applicable state or local ordinance for competitive bidding and applicable labor laws.

If the Recipient is a private entity, any construction contracts related in any way to the Project shall be let by competitive bid procedures that ensure award of such contracts to the lowest responsible bidders. The Recipient shall not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. The Recipient must provide a full explanation if the Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

C-9. Compliance with Law, Regulations, etc.

The Recipient agrees that it will, at all times, comply with and require its contractor and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Guidelines; and
- (c) Comply with and require compliance with the list of state laws (cross-cutters) in Section C-32 of this Agreement.

C-10. Conflict of Interest

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C-11. Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, including bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Grant Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C-12. Disputes

- (a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State

Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) The Recipient shall continue with the responsibilities under this Agreement during any dispute.

C-13. Financial Management System and Standards

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal or state government and tracking of Project Costs to a level of expenditure adequate to establish that such Grant Funds have not been used in violation of federal or state laws or the terms of this Agreement.

C-14. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C-15. Income Restrictions

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to Project Costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C-16. Indemnification and State Reviews

The parties agree that review or approval of Project documents by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and its officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the

transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's obligation hereunder.

C-17. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C-18. Integration

This Agreement is the complete and final Agreement between the parties.

C-19. Non-Discrimination Clause

- (a) During the performance of this Agreement, the Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (b) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C-20. No Third Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C-21. Operation and Maintenance; Insurance

The Recipient agrees to sufficiently and properly staff, operate, and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by the maintenance of a self-

insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Project shall be free and clear of all claims and liens.

C-22. Other Assistance

If funding for Project Costs is made available to the Recipient from sources other than this Agreement and approved match sources, the Recipient shall immediately notify the Grant Manager.

C-23. Permits; Contracting; Disqualification

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. The Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction starts.

For any work related to this Agreement, the Recipient shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml. The Recipient shall not contract with any party who is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

C-24. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

C-25. Prevailing Wages

The Recipient agrees to be bound by all applicable provisions of the State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

C-26. Professionals

The Recipient agrees that only professionals with valid licenses in the State of California will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architecture, or geologic sciences shall be prepared

by or under the direction of persons registered to practice in California. All technical reports must contain the statement of the qualifications of the responsible registered professional(s). Technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C-27. Public Funding

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C-28. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C-29. Records

Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient agrees to:

- (a) Establish an official file for the Project which shall adequately document all significant actions relative to the Project.
- (b) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement.
- (c) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement.
- (d) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs. Indirect Costs are not eligible for funding under this Agreement.
- (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- (f) If a Force Account is used by the Recipient for the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Force Account costs are not eligible for funding. This prohibition applies to the Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed with Grant Funds pursuant to this Agreement. (Gov. Code, § 16727.)
- (g) Maintain separate books, records, and other material relative to the Project.
- (h) Retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this Project for a minimum of thirty-six (36) years after Work Completion. The Recipient shall require that such books, records, and other material be subject at all

reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

C-30. Related Litigation

The Recipient is prohibited from using Grant Funds or Match Funds to pay costs associated with any litigation the Recipient pursues. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all Grant Funds plus interest to the State Water Board.

C-31. Rights in Data

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C-32. State Cross-Cutter Compliance

The Recipient represents and certifies that, to the extent applicable, it is in compliance with the following conditions precedent and agrees that it will continue to maintain compliance during the term of this Agreement:

- (a) Agricultural Water Management Plan Consistency. A Recipient that is an agricultural water supplier as defined by section 10608.12 of the Water Code must comply with the Agricultural Water Management Planning Act. (Wat. Code, § 10800 et seq.)
- (b) California Environmental Quality Act (CEQA). Implementation and construction activities must comply with CEQA. Upon receipt and review of the Recipient's CEQA documents, the State Water Board shall make its own environmental findings before determining whether to provide any construction funding under this Agreement. Providing environmental clearance and construction funding is discretionary. In the event that the State Water Board does not provide environmental clearance, no construction funding will be provided under this Agreement, all construction funds will be disencumbered, and this Agreement may be terminated. The State Water Board may require changes in the scope or additional mitigation as a condition to providing construction funding under this Agreement. The Recipient shall be prohibited from performing any construction activities prior to environmental clearance by the State Water Board, and the undertaking of any such construction activity will be considered a material breach of this Agreement.

- (c) Charter City Project Labor Requirements. (Labor Code, § 1782 and Pub. Contract Code, § 2503.)

(1) Prevailing Wage

Where the Recipient is a charter city or a joint powers authority that includes a charter city, the Recipient certifies that no charter provision nor ordinance authorizes a construction project contractor not to comply with the Labor Code's prevailing wage rate requirements, nor, within the prior two years (starting from January 1, 2015, or after) has the city awarded a public works contract without requiring the contractor to comply with such wage rate requirements according to Labor Code section 1782. Being included on the "List of Charter Cities that are in Compliance With Senate Bills 7, 829, 922" prepared by the Department of Industrial Relations will satisfy this requirement.

(2) Labor Agreements

Where the Recipient is a charter city or a joint powers authority that includes a charter city, the Recipient certifies that no charter provision, initiative, or ordinance limits or constrains the city's authority or discretion to adopt, require, or utilize project labor agreements that include all the taxpayer protection antidiscrimination provisions of Public Contract Code section 2500 in construction projects, and that the Recipient is accordingly eligible for state funding or financial assistance pursuant to Public Contract Code section 2503. Being included on the "List of Charter Cities that are in Compliance With Senate Bills 7, 829, 922" prepared by the Department of Industrial Relations will satisfy this requirement.

- (d) Contractor and Subcontractor Requirements. (Labor Code, §§ 1725.5 and 1771.1.) To bid for public works contracts, the Recipient acknowledges that the Recipient and the Recipient's subcontractors must register with the Department of Industrial Relations.
- (e) Delta Plan Consistency Findings. (Wat. Code, § 85225 and Cal. Code of Regulations, title 23, § 5002.) If the Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, the Recipient will submit a certification of project consistency with the Delta Plan to the Delta Stewardship Council prior to undertaking the implementation/construction project associated with this Project.
- (f) Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Grant Funds and Match Funds shall not be used to acquire land via eminent domain.
- (g) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- (h) State Water Board's Drought Emergency Water Conservation regulations. (Cal. Code of Regulations, Title 23, article 22.5.) The Recipient will include a discussion of its implementation in Progress Reports submitted pursuant to this Agreement.
- (i) SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. The Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.

- (j) Urban Water Demand Management. (Wat. Code, § 10631.5.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it is implementing water demand management measures approved by the Department of Water Resources.
- (k) Urban Water Management Planning Act. (Wat. Code, § 10610 et seq.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it has submitted an Urban Water Management Plan that has been deemed complete by the Department of Water Resources and is in compliance with that plan. This shall constitute a condition precedent to this Agreement.
- (l) Urban Water Supplier. (Wat. Code, §§ 526 and 527.) If the Recipient is an urban water supplier as defined by Water Code section 10617, it shall have complied and maintain compliance with sections 526 and 527 of the Water Code relating to installation of meters and volumetric charging.
- (m) Water Diverter. (Wat. Code, § 5103.) If the Recipient is a water diverter, the Recipient must maintain compliance by submitting monthly diversion reports to the Division of Water Rights of the State Water Board.
- (n) Water Quality Compliance. (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- (o) Water Quality Monitoring. (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- (p) Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

C-33. State Water Board Action; Costs and Attorney Fees

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C-34. Termination; Immediate Repayment; Interest

- (a) This Agreement may be terminated at any time prior to the Work Completion Date set forth on the cover and in Exhibit A, at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Grant Funds disbursed hereunder, accrued interest, penalty assessments, and additional payments. In the event of termination, interest shall accrue

on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all monies due have been received by the State Water Board.

C-35. Timeliness

Time is of the essence in this Agreement

C-36. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C-37. Useful Life of Project

For the purpose of this Agreement, the minimum useful life of any constructed portions of this Project begins upon completion of construction and continues until twenty (20) years thereafter.

C-38. Venue

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C-39. Waiver and Rights of the State Water Board

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

EXHIBIT B
COST ALLOCATION

REVISED EXHIBIT B
Prop 1 - Cost Allocation Spreadsheet

Cost Share Allocation for 50% of Design and Construction							Year One			Year Two			Year Three		
	Cost Share Percentage Allocation	Pro-rata Share of 50%	1/7 Equal Cost Share	Sub-Total	3% GWMA Admin Fee	TOTAL DUE	Allocated Costs for Year One	3% GWMA Admin Fee	Total Due	Allocated Costs for Year Two	3% GWMA Admin Fee	Total Due	Allocated Costs for Year Three	3% GWMA Admin Fee	Total Due
Bell	11.90%	\$65,482.01	\$78,609.86	\$144,091.87	\$4,322.76	\$148,414.62	\$48,030.62	\$1,440.92	\$49,471.54	\$48,030.62	\$1,440.92	\$49,471.54	\$48,030.62	\$1,440.92	\$49,471.54
Bell Gardens	11.22%	\$61,740.18	\$78,609.86	\$140,350.04	\$4,210.50	\$144,560.54	\$46,783.35	\$1,403.50	\$48,186.85	\$46,783.35	\$1,403.50	\$48,186.85	\$46,783.35	\$1,403.50	\$48,186.85
Commerce	29.61%	\$162,934.65	\$78,609.86	\$241,544.51	\$7,246.34	\$248,790.84	\$241,544.51	\$7,246.34	\$248,790.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cudahy	5.05%	\$27,788.58	\$78,609.86	\$106,398.44	\$3,191.95	\$109,590.39	\$106,398.44	\$3,191.95	\$109,590.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Huntington Park	13.65%	\$75,111.72	\$78,609.86	\$153,721.58	\$4,611.65	\$158,333.22	\$51,240.53	\$1,537.22	\$52,777.74	\$51,240.53	\$1,537.22	\$52,777.74	\$51,240.53	\$1,537.22	\$52,777.74
Maywood	5.32%	\$29,274.31	\$78,609.86	\$107,884.17	\$3,236.53	\$111,120.69	\$35,961.39	\$1,078.84	\$37,040.23	\$35,961.39	\$1,078.84	\$37,040.23	\$35,961.39	\$1,078.84	\$37,040.23
Vernon	23.25%	\$127,937.54	\$78,609.86	\$206,547.40	\$6,196.42	\$212,743.82	\$106,796.11	\$3,203.89	\$110,000.00	\$49,875.65	\$1,496.26	\$51,371.91	\$49,875.65	\$1,496.26	\$51,371.91
	100.00%								\$0.00			\$0.00			\$0.00
									\$0.00			\$0.00			\$0.00
TOTALS:		\$550,269.00	\$550,269.00	\$1,100,538.00	\$33,016.14	\$1,133,554.14			\$655,857.60			\$238,848.27			\$238,848.27

Total Cost Share	\$1,100,538.00
3% GWMA Admin	\$33,016.14
Total	\$1,133,554.14

ATTACHMENT "B"

TABLE OF CONTENTS

EXECUTIVE SUMMARY	5
1.0 INTRODUCTION	6
1.1 Project overview	6
1.2 Project Objectives	8
1.3 Project Methodology	8
2.0 LOS ANGELES RIVER UPPER REACH 2 WMP	10
2.1 Regulatory Compliance Background	10
2.2 MS4 Targets/Water Quality Drivers	10
3.0 EXISTING SITE CONDITIONS	12
3.1 Individual BMP Site conditions	12
3.1.1 John Anson Ford Park, Bell Gardens	14
3.1.2 Rosewood Park, City of Commerce	15
3.1.3 Lugo Park, Cudahy	16
3.1.4 Randolph Street Green Rail Trail, Maywood & Huntington Park	17
3.1.5 Nested BMPs: LADWP Transmission Easement and Salt Lake Park	17
3.2 Dry Weather Flow	19
3.3 Wet Weather Flow	19
3.4 Existing Water Quality	19
3.5 Geotechnical Investigations	20
4.0 BMP DESIGN COMPONENTS	21
4.1 Optimization Modeling	21
4.1.1 Nested BMP Configuration	23
4.1.2 Optimization Modeling Results	24
4.2 Regional BMP Characteristics	27
4.2.1 Site Layout	27
4.2.2 Diversion Structure Analysis	29
4.2.3 Pretreatment	30
4.2.4 Precast Concrete Structure	32
5.0 LONG TERM MONITORING PLAN	33
6.0 SCHEDULE AND COST ESTIMATES	34
6.1 Project Schedule	34
6.1.1 Cost Analysis	36

6.1.2 Construction Cost	36
6.1.3 Operations & Maintenance Costs	37
6.1.4 Project Costs	37
7.0 REGULATORY AND PERMITTING EVALUATION	38
7.1 Regional Water Quality Control Board, Los Angeles Region (NPDES Permit No. CAS004001)	38
7.2 South Coast Air Quality Management District	38
7.3 Los Angeles County Flood Control District	38
7.4 CEQA/NEPA	39
7.4.1 Historical Resources	39
7.4.2 Archaeological Resources	39
7.4.3 Paleontological Resources	40
7.4.4 Burial Sites	40
7.5 Local Permits	40
7.6 LADWP Transmission Easement	40
7.7 Rubber Dam Electrical Services	40
8.0 CONCLUSIONS	41
9.0 REFERENCES	42

LIST OF TABLES

Table 1-1. BMP Site Drainage Area and Watershed	8
Table 3-1. Required Pollutant Reduction During RAA 90 th Percentile Critical Conditions	19
Table 3-2. Sources of pollutant capture from non-structural & distributed BMPs projected in WMP	20
Table 3-3. Geotechnical Investigation Results	20
Table 4-1. Proposed BMP footprints and diversion rates, with associated pollutant reductions	24
Table 4-2. Diversion rates and weir heights	29
Table 6-1. Projected Construction Schedules	34
Table 6-2. Projected Performance at Implementation Phases	35
Table 6-3. Estimated Total Construction Costs for Proposed BMP Sites	36
Table 6-4. Costs Per Unit of Treatment	36
Table 6-5. Annual Estimated Operations & Maintenance Costs	37
Table 6-6. Total Estimated Project Budget	37

LIST OF FIGURES

Figure 1-1. Location Map of Regional BMP Project Site Locations	7
Figure 2-1. Current and Allowable Critical-Year <i>E. Coli</i> Loading	11
Figure 2-2 Current and Allowable Critical-Day Total Zinc Loading	11
Figure 3-1. Full Drainage Area Map of GWMA BMP Sites	13
Figure 3-2. John Anson Ford Park Drainage Area and Location	14

Figure 3-3. Rosewood Ford Park Drainage Area and Location 15

Figure 3-4. Lugo Park Drainage Area and Location 16

Figure 3-5. Full Salt Lake Park Drainage Area 17

Figure 3-6. LADWP Transmission Easement Drainage Area, Nested within Salt Lake Park Drainage Area..... 18

Figure 4-1. Example Optimization Results for Rosewood Park. Values in the table represent the modeled load reduction lbs per year for each respective combination of BMP size and diversion rate. 22

Figure 4-2. Avg. Annual Zinc Reduction vs. BMP Footprint at Rosewood Park 23

Figure 4-3. Zinc Reduction from LA River (a) and Rio Hondo (b) watersheds..... 25

Figure 4-4. *E. Coli* Reduction from LA River (a) and Rio Hondo (b) watersheds. 26

Figure 4-5. Rosewood Park Site BMP Layout..... 28

Figure 4-6. Proposed diversion structure. 30

Figure 4-7. Typical Hydrodynamic Separator 31

Figure 4-8. Typical NSBB System 31

Figure 4-9. Example StormTrap system..... 32

Figure 5-1. Monitoring plan for Rosewood Park..... 33

APPENDICES

- Appendix A: John Anson Ford Park Feasibility Study
- Appendix B: Los Angeles Department of Public Works Transmission Easement Feasibility Study
- Appendix C: Rosewood Park Feasibility Study
- Appendix D: Salt Lake Park Feasibility Study
- Appendix E: Lugo Park Feasibility Study

ACRONYMS/ABBREVIATIONS

Acronyms/Abbreviations	Definition
BMP	Best Management Practice
LACFCD	Los Angeles County Flood Control District
LASAN	Los Angeles Sanitation Bureau
Los Angeles Regional Board	California Regional Water Quality Control Board, Los Angeles Region
MS4	Multiple Separate Storm Sewer System
MS4 Permit	Los Angeles Regional Board Order R4-2012-0175, <i>Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those Discharges Originating from the City of Long Beach MS4</i>
NOI	Notice of Intent
SCAQMD	South Coast Air Quality Management District
SUSMP	Standard Urban Stormwater Mitigation Plan
SUSTAIN	System for Urban Stormwater Treatment and Analysis Integration
SWPPP	Storm Water Pollution Prevention Plan
TMDL	Total Maximum Daily Load
WMMS	LACFCD's Watershed Management Modeling System
WMP	Watershed Management Program
WMP RAA	Watershed Management Program Reasonable Assurance Analysis
WY	Water Year

EXECUTIVE SUMMARY

Project Overview

This Feasibility Study Report was developed to evaluate the Gateway Water Management Authority's six (6) regional projects identified in the Los Angeles River Upper Reach 2 Watershed Management Area (LAR UR2 WMA) Watershed Management Program (WMP) Plan. In order to address the water quality limits as set forth in the WMP, the objective of the Feasibility Study was to evaluate the development of stormwater capture and subsurface infiltration projects proposed at:

1. John Anson Ford Park, Bell Gardens
2. Randolph Street Green Rail Trail, Maywood
3. LADWP Transmission Easement, Vernon
4. Rosewood Park, Commerce
5. Lugo Park, Cudahy
6. Salt Lake Park, Huntington Park

The Feasibility Study addresses feasibility with respect to each site's implementation and operations. The implementation components include expected design flows, water quality, potential for infiltration, identification of major components and equipment, and basic site plans. The report will then provide estimates for operations and maintenance needs and costs for each of the six proposed sites, as well as monitoring plans.

Water Quality Context

The LAR UR2 WMA, consisting of the Los Angeles County Flood Control District (LACFCD) and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood and Vernon, is a highly urbanized area within the watershed consisting of a total of 14,216 acres. The LAR UR2 WMA cities lie exclusively within the Los Angeles River Watershed and each agency discharges to Reach 2 of the Los Angeles River. The Cities of Bell Gardens and Commerce also drain southeast to the normally dry, concrete-lined Rio Hondo tributary channel.

The highest priority pollutants addressed by the WMP are metals and bacteria, based on the Los Angeles River Metals and Bacteria TMDLs, established by USEPA. The WMP analysis specifically identified zinc and E. coli as the pollutants driving implementation of new pollutant source and watershed control measures. The Feasibility Study evaluates the potential to meet the LAR UR2 WMA's water quality compliance targets through the cumulative performance of the proposed regional BMPs, in addition to the contribution from non-structural, distributed BMPs throughout the watershed, and includes recommendations for the optimal design and configuration of the proposed facilities.

Project Concept Performance

Through a collaborative effort with the GWMA Cities, Tetra Tech developed optimized project concepts focused on maximizing pollutant load reduction based on diversion rates and available project areas. Through the course of the Feasibility Study Report, the optimal project designs for the six regional projects, their associated performance, and costs are detailed. The combined performance of the final proposed BMP configurations meets and exceeds the WMP's pollutant reduction compliance targets, while minimizing BMP footprint sizes.

An Appendix for each individual site provides the details of the project concept for each proposed regional BMP site.

1.0 INTRODUCTION

The Los Angeles River Upper Reach 2 Watershed Management Area (LAR UR2 WMA), consisting of the Los Angeles County Flood Control District (LACFCD) and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood and Vernon, is a highly urbanized area within the watershed consisting of a total of 14,216 acres.

The Gateway Water Management Authority (GWMA) developed and submitted the final version of the LAR UR2 WMA Watershed Management Program Plan (WMP) in June 2015. The LAR UR2 WMA cities lie exclusively within the Los Angeles River Watershed and each agency discharges to Reach 2 of the Los Angeles River, a concrete-lined river channel with year-round base flows comprised primarily of treated wastewater during dry weather. The Cities of Bell Gardens and Commerce also drain southeast to the normally dry concrete-lined Rio Hondo tributary channel.

The highest priority pollutants addressed by the WMP are metals and bacteria, as defined by the Los Angeles River Metals and Bacteria TMDLs, established by USEPA. The WMP analysis specifically identified zinc and E. coli as the pollutants driving implementation of new pollutant source and watershed control measures, including Minimum Control Measures (MCMs), Low Impact Development (LID), LID and Green Street projects, Low Flow Diversions (LFDs), scientific studies, increased inspections and enforcement, and structural Best Management Practices (BMPs).

In order to achieve permit numeric limits by reducing the occurrence of these priority pollutants within the watershed, the LAR UR2 Reasonable Assurance Analysis (RAA) and overarching WMP identified six regional BMP projects, estimated to cost a total of \$210 million, and an additional \$90 million in residential and commercial LID street renovations that may need to be implemented, over the next two decades.

The six (6) projects locations are:

1. John Anson Ford Park, Bell Gardens
2. LADWP Transmission Easement, Vernon
3. Rosewood Park, Commerce
4. Salt Lake Park, Huntington Park
5. Lugo Park, Cudahy
6. Randolph Street Green Rail Trail, Maywood

As the first major step towards implementing these regional BMP projects, the GWMA, conducted a feasibility study of the optimal performance and design of the six structural regional BMP projects, with respect to their contributions towards achieving the water quality targets as set forth in the WMP. The analysis performed of each proposed BMP project demonstrated opportunities for how smart and innovative design can help the LAR UR2 WMA comply with its TMDLs by maximizing their water quality benefits, but also identify the potential for multiple additional benefits, such as water supply. This report outlines the findings of the feasibility studies performed for the six regional BMP sites.

1.1 PROJECT OVERVIEW

The Feasibility Study for the Los Angeles River Upper Reach 2 Watershed Management Program consists of the individual evaluation of the six proposed regional BMPs, with respect to each site's contribution to the GWMA's cumulative pollutant reduction targets. As the performance of the BMP sites are co-dependent, significant optimization was performed in order to maximize runoff capture efficiency based on best opportunities through the watersheds. Each of the six conceptual regional projects selected by the WMP are located within public parks and

easements, in order to avoid land acquisition costs. However, the WMP projected that the costs of these projects will be beyond the budgets of the GWMS Cities, and will require outside funding support to implement.

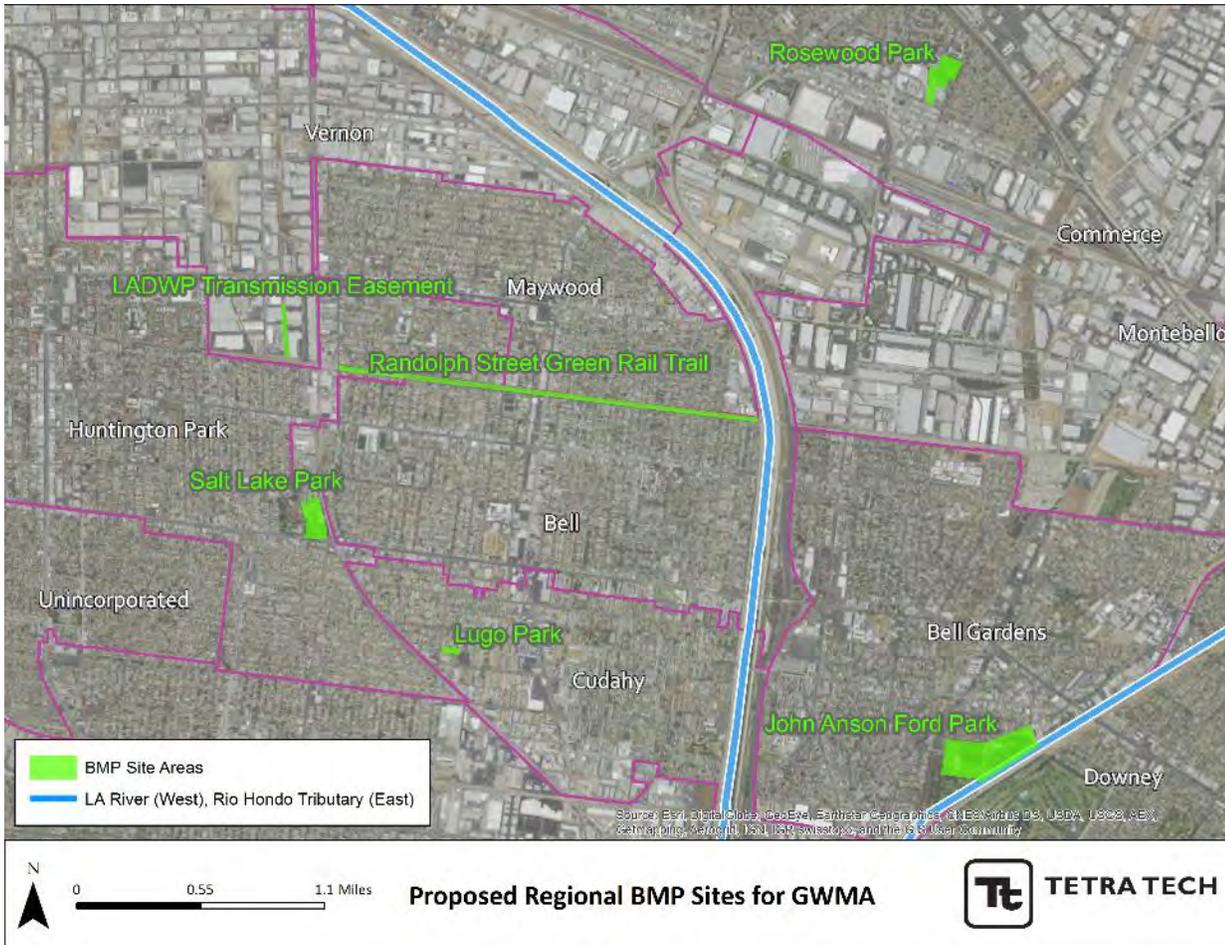


Figure 1-1. Location Map of Regional BMP Project Site Locations

The GWMA Cities must meet compliance targets for the Los Angeles River and Rio Hondo Tributary. Table 1-1 outlines the respective watershed and contributing drainage area to each of the proposed BMP sites.

Table 1-1. BMP Site Drainage Area and Watershed

Site	Drainage Area (acres)	Watershed Area
John Anson Ford Park	2,295	Rio Hondo
LADWP Transmission	979	Los Angeles River
Rosewood Park	1,064	Los Angeles River
Salt Lake Park	1,584	Los Angeles River
Lugo Park	261	Los Angeles River
Randolph Street Green Rail Trail	2,138	Los Angeles River
Total	8,321	

1.2 PROJECT OBJECTIVES

The objective of this project is to assess the feasibility of six structural, regional BMPs in order to address the water quality limits set forth in the LAR UR2 WMA WMP. The objectives of the feasibility study are:

- Evaluate each site for the development of a stormwater capture and potential for subsurface infiltration
- Prepare a project feasibility study that represents 10% design completion level and describes the evaluation of each site with all site investigation, hydrology and water quality analysis, and provide a summary of the process for project implementation, including projected costs, scheduling, and operations & maintenance.
- Support compliance of TMDLs through the combined performance of each proposed facility with targeted reductions of metals and bacteria in conjunction with the methods of the Reasonable Assurance Analysis (RAA) utilized within the LAR UR2 WMA WMP.

The Feasibility Study will lay the groundwork for the individual cities to receive funding to advance the BMP projects to full design, allowing for realization of project compliance targets throughout the GWMA.

1.3 PROJECT METHODOLOGY

During the first step to develop the Feasibility Study for the LAR UR2 WMP, the team reviewed documents, researched existing conditions, performed a site reconnaissance, mapped the project area, and performed analyses of the existing conditions. Hydrologic and hydraulic modelling tools, described below, were then used to determine optimal footprint sizes and diversion rates at each proposed regional BMP site. A schedule for design and construction, as well as a cost estimate, were then prepared for the proposed improvements.

The team's unique technical approach to this project includes numerous methodologies to target the pollutant reduction compliance metrics put forth in the WMP. The team used advanced water quality modeling tools, approved by the Los Angeles Regional Board, to quantify and visualize the dynamics of diverting, treating, storing, and infiltrating stormwater runoff at the proposed BMP sites. Finally, this report quantifies the progress of the watershed management group's effort towards implementing the LAR UR2 WMP and outlines remaining needs for future BMP capacities.

The following concepts are detailed in this Project Concept Design Report and comprise the project methodology:

- Regulatory requirements (2.1 and 2.2)
- Hydrology and hydraulics (3.0)
- Water quality assessment (3.4)
- Geotechnical investigation (3.5)
- BMP design components (4.0)
- Cost estimate (6.1)
- Operation and maintenance (6.1.3)

2.0 LOS ANGELES RIVER UPPER REACH 2 WMP

The LAR UR2 WMP is the primary driver of the project. This section describes the LAR UR2 WMP and the MS4 targets identified. Results of the feasibility studies are compared against the targets identified herein.

2.1 REGULATORY COMPLIANCE BACKGROUND

In November 2012, the Los Angeles Regional Board adopted Order R4-2012-0175, Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those Discharges Originating from the City of Long Beach MS4 (hereafter, the MS4 Permit). In 2015, the MS4 Permit was amended by State Water Board Order WQ 2015-0075. The MS4 Permit requires Permittees to comply with TMDLs for priority pollutants in the region. Through the MS4 Permit, Permittees can develop a WMP to implement permit requirements on a watershed scale through strategic non-structural and structural BMPs. A WMP allows Permittees to address the highest watershed priorities. The GWMA developed, submitted, and received approval for the final version of the LAR UR2 WMA WMP Plan in 2015.

2.2 MS4 TARGETS/WATER QUALITY DRIVERS

Identifying appropriate numeric targets for water quality and quantity parameters is necessary to evaluate and optimize performance of the stormwater facilities. The WMP set forth a plan to achieve pollutant reductions within the LAR UR2 WMA and serves as the implementation plan for the Los Angeles River and Rio Hondo Tributary TMDLs. The WMP is a long-term planning document that takes a comprehensive look at the WMA, including land uses, MS4s, existing and planned control measures, and historical monitoring data.

The WMP describes pollutant loading and target reduction pathways for the cities within the LAR UR2 WMA watershed, and has set compliance targets for the capture of the 90th percentile critical year *E. Coli* loading (2011), and 90% of the critical *day* total zinc loading. The proposed BMP sites drain directly into the Los Angeles River, where *E. Coli* is the limiting pollutant, and the Rio Hondo tributary, where zinc is the limiting pollutant. Limiting pollutant is defined as the pollutant requiring the greatest load reduction to achieve compliance and strategies implemented to achieve the limiting pollutant reductions are inclusive of other pollutant reductions, such as sediment.

Although copper more frequently exceeds water quality criteria throughout the entire watershed, a sufficient portion of the copper load will be addressed through State Bill 346 (i.e., copper reductions will occur through replacement of brake pads and without any implementation of structural control measures). It is anticipated that brake pad replacement would reduce copper loading to the watershed by over 35% on an annual basis. Therefore, *E. Coli* and zinc will become the limiting pollutant in the coming years.

The GWMA's pollutant loading reduction targets, as detailed in the WMP's RAA analysis, are presented for the LA River and Rio Hondo watersheds for Total Zinc in Figure 2-2 and *E. Coli* in Figure 2-1.

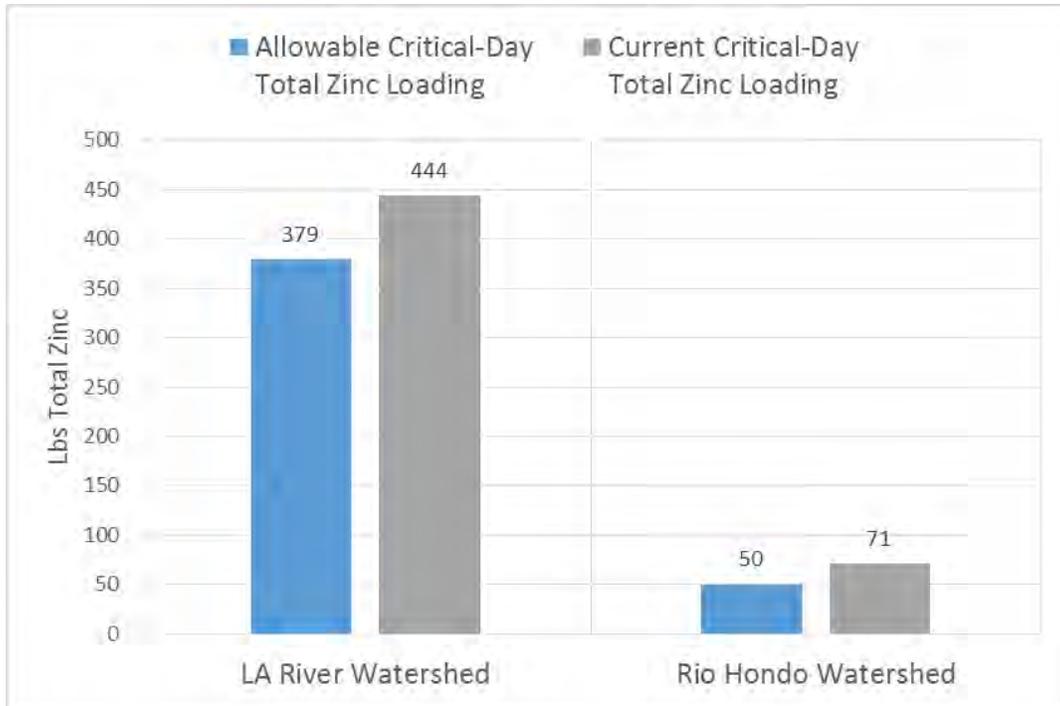


Figure 2-2 Current and Allowable Critical-Day Total Zinc Loading

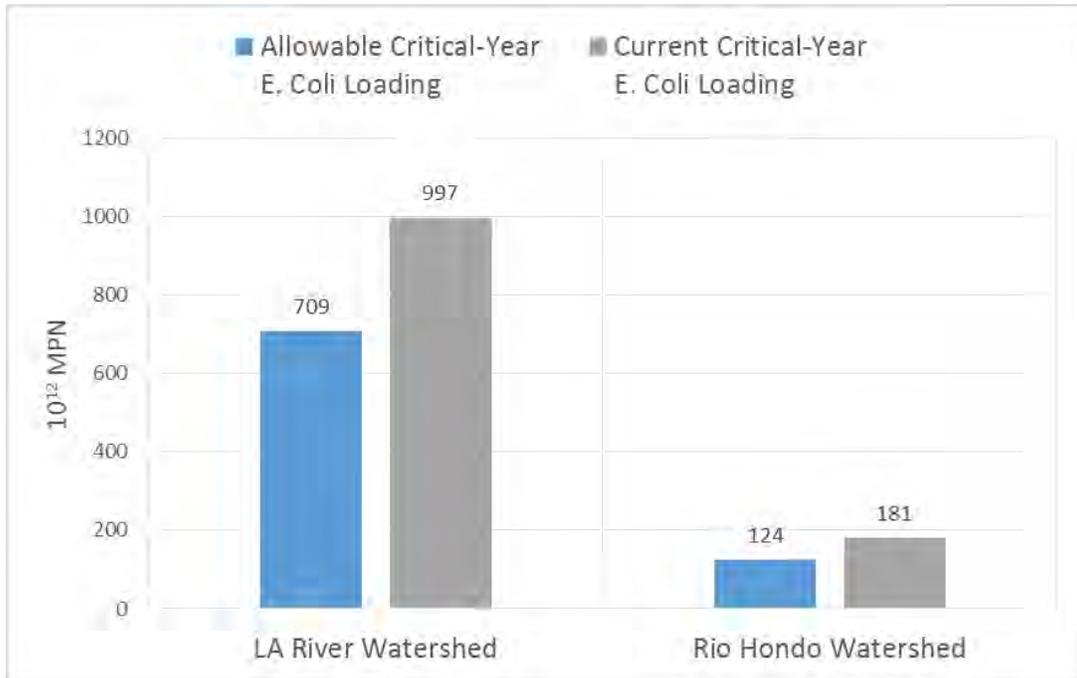


Figure 2-1. Current and Allowable Critical-Year *E. Coli* Loading

3.0 EXISTING SITE CONDITIONS

To achieve the objective of improving the water quality and meeting WMP requirements, a detailed understanding of the current sites and watershed conditions are required. This section outlines the known conditions and analyses performed to establish the baseline against which all reductions are measured.

For this study, the Los Angeles County Watershed Management Modeling System (WMMS) was used within LSPC to simulate contaminant loading, runoff volume, and flow rate associated with long-term, continuous time series (Tetra Tech 2010a) for each of the six proposed regional stormwater facilities. This section outlines the known conditions and analyses performed to establish the baseline against which to measure all reductions.

There are three levels of hydrology and hydraulics that were considered for the water quality conditions of the watershed.

1. Individual site
2. Upstream-downstream site interactions
3. Watershed scale

3.1 INDIVIDUAL BMP SITE CONDITIONS

A detailed understanding of the current conditions and drainage area of each individual BMP site is required to achieve cumulative water quality improvement and the meet the specific objectives outlined by the WMP for the LAR UR2 WMA in its entirety. The drainage area of each of the six proposed sites are illustrated in Figure 3-1 below. The sections of the Randolph Street Green Rail Trail (Maywood) are delineated by drainage to individual diversion points. The drainage area of the Salt Lake Park BMP also includes the entirety of the drainage areas to the LADWP Transmission Easement and Vernon section of the Randolph Street BMPs. The implications of this “nested drainage” will be described in Section 3.1.5 below.

The full description and analysis of each individual site is included in its respective Appendix section.

3.1.2 Rosewood Park, City of Commerce

Rosewood Park is located in the City of Commerce, within a 1,095-acre watershed (Figure 3-3) that drains through the upstream storm drain system.

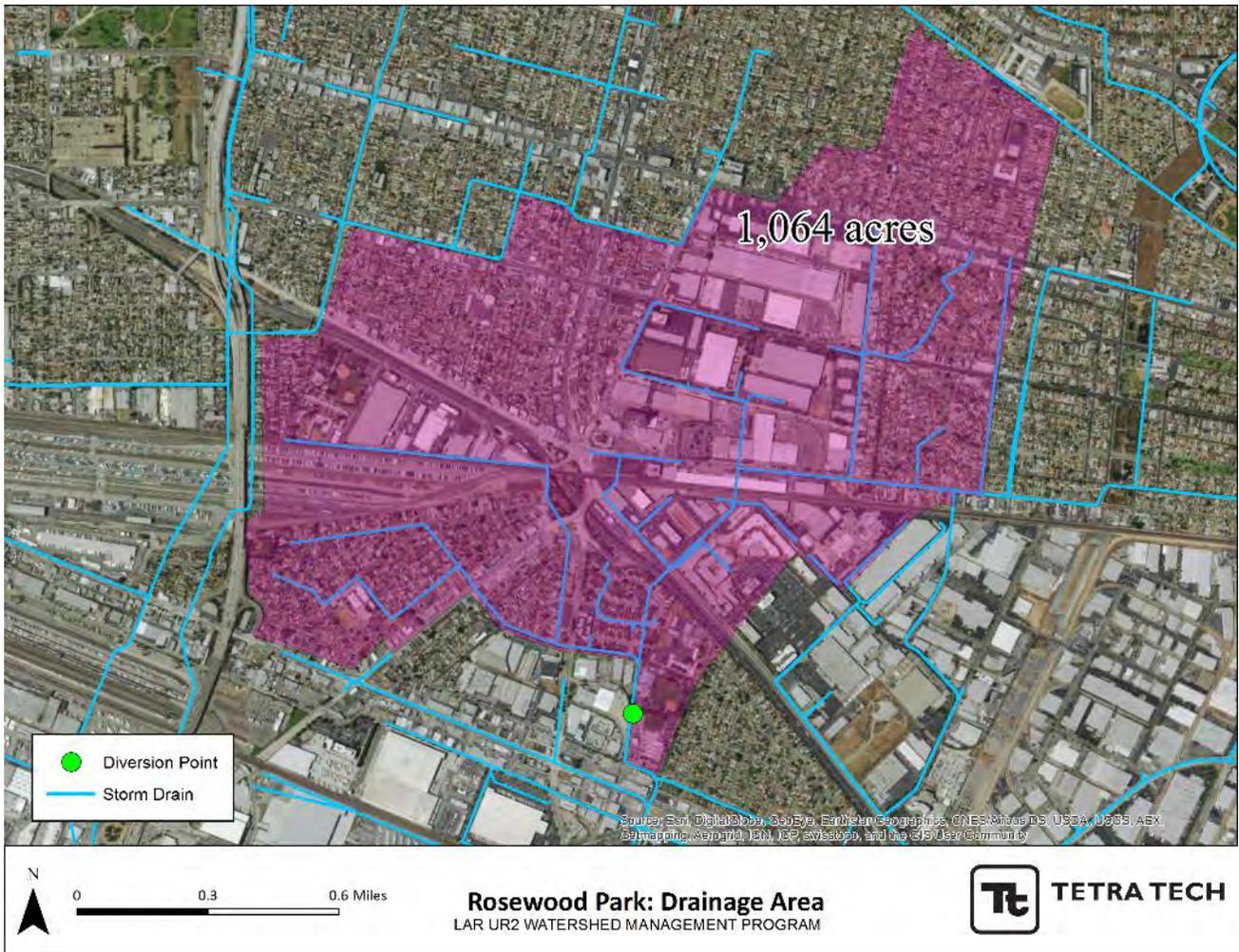


Figure 3-3. Rosewood Ford Park Drainage Area and Location

3.1.3 Lugo Park, Cudahy

Lugo Park is located in the City of Cudahy, within a 261-acre watershed (Figure 3-4) that drains through the upstream storm drain system. In addition to Cudahy, the drainage area includes the GWMA Cities of Bell and Huntington Park.

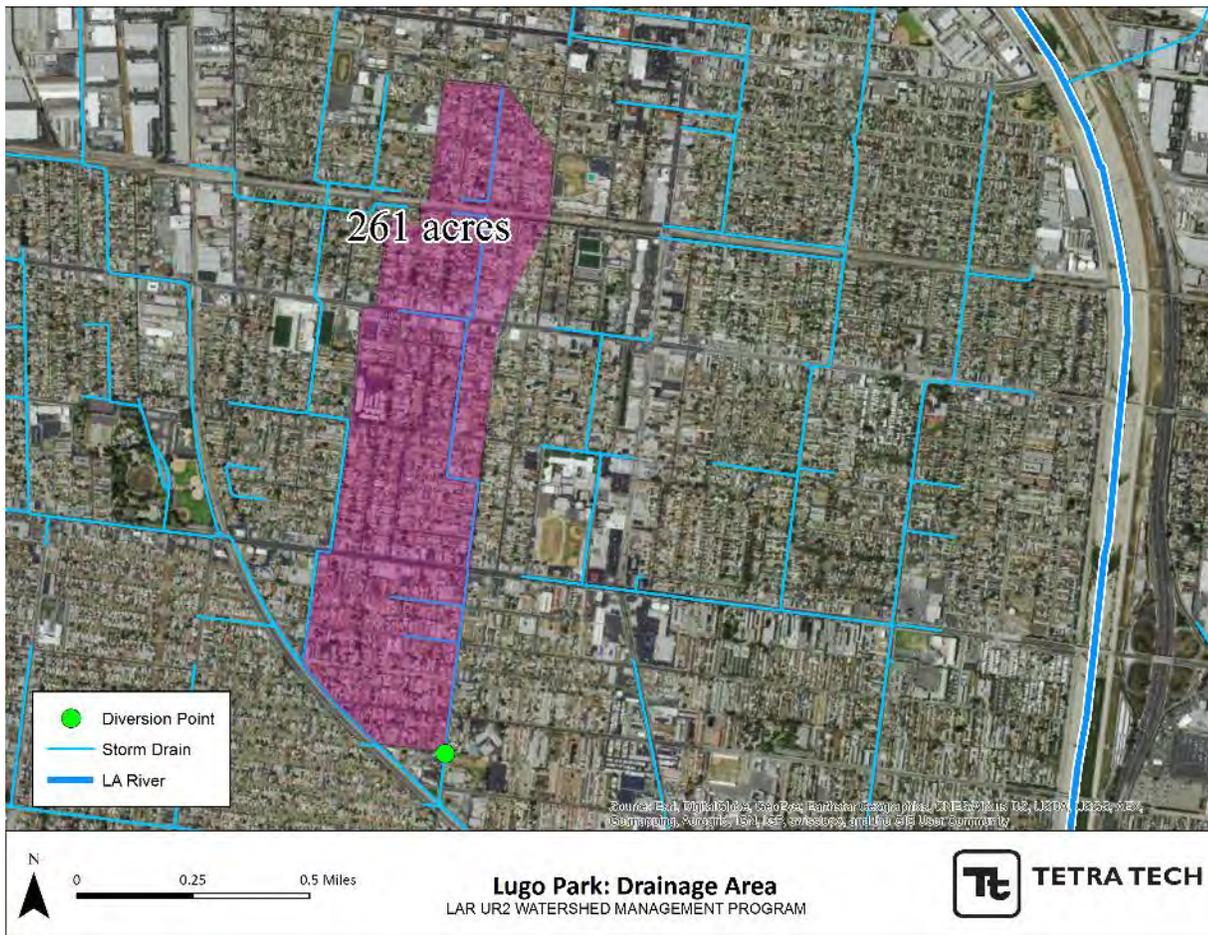


Figure 3-4. Lugo Park Drainage Area and Location

3.2 DRY WEATHER FLOW

Daily dry weather flows have been monitored at the outfall of the storm drain system at John Anson Ford Park at an average of 60 gpm. An investigation of the LSPC runoff timeseries confirms that average dry weather flows at the remaining sites within the WMA range, on average, between 60-100 gpm (0.14 – 0.22 cfs).

3.3 WET WEATHER FLOW

The wet weather flow analysis was conducted for a 10-year continuous simulation (Water Years 2002 – 2012), utilizing runoff data obtained from the calibrated WMMS. The long-term runoff statistics for each proposed BMP site are shown below in Table 5-3. Figure 5-2 illustrates the modeled wet weather runoff for the watershed.

3.4 EXISTING WATER QUALITY

Based on the WMMS pollutant loadings throughout the entire LAR UR2 watershed, the WMP set a critical-year removal target of total *E. Coli* of 28.9% for the sites draining directly to the Los Angeles River and 31.5% for the site (John Anson Ford Park) draining to the Rio Hondo tributary. Likewise, the critical-day zinc reduction to the Los Angeles River must be 14.6%, and a 29.6% reduction to the Rio Hondo, as summarized in Table 3-1.

Table 3-1. Required Pollutant Reduction During RAA 90th Percentile Critical Conditions

Watershed	Critical Day Total Zinc (lb) (Limiting for Rio Hondo)			Critical- Year <i>E. Coli</i> (10 ¹² MPN) (Limiting for LA River)		
	Current Load	Allowed Load	Required Reduction	Current Load	Allowed Load	Required Reduction
LA River	444	379	65	997	709	288
Rio Hondo	71	50	21	181	124	57

The WMP presents a series of projected non-structural and non-modeled BMPs within the LAR UR2 WMA, which will also contribute to the total pollutant reduction achieved throughout the watershed. Reduction of the critical pollutant loadings will thus be achieved by a summation of capture by the proposed regional-structural BMPs, as well as the projected non-structural and non-modeled BMPs. Table 3-2 below indicates the total projected reduction by each category of non-structural non-modeled BMPs, and the remaining minimum reduction required by the proposed regional BMPs to achieved the cumulative pollutant reduction targets.

Table 3-2. Sources of pollutant capture from non-structural & distributed BMPs projected in WMP

Control Measure	Critical Day Total Zinc Reduction (lb)		Critical Year <i>E.Coli</i> Reduction (10 ¹² MPN)	
	LA River	Rio Hondo	LA River	Rio Hondo
Required Reduction	65	21	288	57
Non-MS4 NPDES Parcels	39.1	4.3	32.9	5.8
Other Non-Modelled	22.2	3.6	49.9	9.1
LID/Green Streets	6.2	-	129.6	-
2037 LID Ordinance Based	-	-	25.9	5.2
Minimum Reduction for Regional BMPs	0	13.2	49.7	36.9

3.5 GEOTECHNICAL INVESTIGATIONS

Geotechnical investigations and infiltration testing studies were performed by Tetra Tech at John Anson Ford Park, Lugo Park, Rosewood Park, and Salt Lake Park on July 13th, 2016 and at the Randolph Green Rail Trail and the LA DWP Transmission Easement on October 4th and 5th, 2016 for this Feasibility Study. The study examined subsurface soil and groundwater conditions of the project area through exploratory soil borings and field percolation borings. The purpose of the investigations was to determine the characteristics of the subsurface materials (including infiltration rates, expansive index, and liquefaction potential) below the invert of the proposed infiltration facilities at the sites.

In general, each site consists of sand or silty sand over a layer of silt. Soils at each site were classified as Hydrologic Soil Group (HSG) B. Water table depths were greater than 38 feet with the exception of the eastern side of the Randolph Street Green Rail Trail. A summary of the results of the geotechnical investigations are included in Table 3-3. A summary of the results for each site are in the respective appendices, which also contain each site's full geotechnical investigation report.

Table 3-3. Geotechnical Investigation Results

LOCATION	Date Geotechnical Investigation Performed	HSG	Water Table Depth (ft)	Preliminary Infiltration Result (in/hr)
John Anson Ford Park	7/13/2016	B	> 44	1.7
LADWP Transmission Easement	10/5/2016	B	> 38	4.0
Rosewood Park	7/13/2016	B	> 42	1.0
Salt Lake Park	7/13/2016	B/C	> 38	0.3
Lugo Park	7/13/2016	B	> 50	0.5
Randolph Street Green Rail Trail	10/4/2016	B	20-38	0.9

4.0 BMP DESIGN COMPONENTS

4.1 OPTIMIZATION MODELING

The optimal BMP footprint and diversion rate were determined for each regional BMP site based on the long-term average annual zinc reduction simulated using the EPA System for Urban Stormwater Treatment and Analysis Integration (SUSTAIN) model. The runoff treated by all of the regional BMPs, each assumed to have a 10-foot storage depth, was simulated over a ten-year period (2002-2011), at comprehensive combinations of feasible storm drain diversion rates and BMP sizes. Since the WMA-wide pollutant reduction targets are shared among all of the jurisdictions with a proposed regional BMP, reductions were considered for footprint sizes below the maximum available BMP sizes and diversion rates, so long as the cumulative reduction among all the sites meets the shared target. BMP sites with greater ability to capture larger volumes and pollutant loadings can thus be prioritized.

In the subsequent analyses, zinc was selected as the target for BMP optimization, water quality benefits, and performance of the alternatives within the entire study area, given its precedence as an indicator for BMP performance for reducing a wide range of modelled pollutants. The corresponding required *E. Coli* reduction was verified in tandem with the modelled zinc results, with respect to the load reduction requirements outlined in the previous section.

For the majority of the BMP sites, SUSTAIN output was used to produce a comprehensive table that displays the average annual zinc reduction resulting from every modeled combination of BMP footprint size and diversion rate (Figure 4-1). Using the proposed BMP at Rosewood Park as an example, it can be seen that the estimated maximum zinc reductions are located at the bottom right corner of the table, where the largest BMP footprints are paired with the largest diversion rates. However, the "optimal" alternative to select from the table should be located where the greatest incremental increases in zinc reduction with incremental increases in flow rate and footprint occur. To visualize this, the estimated zinc reduction resulting from four technically feasible diversion rates of 30, 40, 50, and 60 cfs were plotted with increasing BMP footprints (Figure 4-2).

The resulting plot shows that for all four flow rates, the reduction continues to increase with footprint, but to a decreasing degree. In addition, at any given footprint size, the additional zinc reduction increases as diversion rate increases, but at a declining rate. At Rosewood Park, the greatest additional reduction occurs when the diversion rate increases from 30 to 40 cfs. Therefore, 40 cfs can be considered the optimal, most economical diversion rate to apply at Rosewood Park. Similarly, a point along the 30 cfs curve can be selected where the increase in zinc reduction begins to occur at a declining rate. Although there are several possibilities from which to choose, the optimal configuration for Rosewood Park was determined to be a BMP footprint of 2.8 acres, with a diversion rate of 40 cfs.

	Footprint (ac)													
	2	2.2	2.4	2.6	2.8	3	3.2	3.4	3.6	3.8	4	4.2	4.4	4.6
2.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5
5	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0
10	29.6	29.6	29.7	29.7	29.7	29.7	29.8	29.8	29.8	29.8	29.8	29.8	29.8	29.8
15	42.7	43.3	43.6	43.7	43.8	43.9	43.9	44.0	44.0	44.0	44.0	44.0	44.0	44.0
20	54.5	55.7	56.3	56.9	57.3	57.5	57.6	57.7	57.8	57.8	57.9	57.9	57.9	57.9
30	73.1	75.7	78.3	80.1	81.4	82.2	82.7	83.1	83.5	83.8	84.2	84.3	84.4	84.6
40	89.0	92.9	95.7	98.4	101.0	103.1	105.1	106.4	107.0	107.6	108.0	108.4	108.7	109.0
50	100.4	106.3	111.0	114.4	117.7	120.7	122.9	125.2	127.3	129.2	130.1	130.8	131.3	131.8
60	108.9	116.6	123.1	128.1	132.1	135.7	139.4	142.1	144.4	146.7	148.6	150.5	151.7	152.7
70	116.4	125.0	132.6	139.3	144.7	149.1	153.2	157.0	160.3	163.0	165.5	167.5	169.2	170.9
80	123.3	132.5	141.2	148.8	155.4	160.9	165.8	170.2	174.3	177.8	180.7	183.4	185.9	187.7
90	130.1	139.7	149.1	157.4	165.1	171.6	177.0	182.2	186.9	191.4	194.8	197.9	200.7	203.2
100	136.6	146.4	156.4	165.5	173.7	181.1	187.3	193.2	198.4	203.3	207.8	211.2	214.3	217.2

Figure 4-1. Example Optimization Results for Rosewood Park. Values in the table represent the modeled load reduction lbs per year for each respective combination of BMP size and diversion rate.

Once optimal BMP sizes were selected based on annual average zinc reduction, as seen in Figure 4-2, the SUSTAIN model was used to evaluate the BMP's performance with respect to the 90th percentile critical day for zinc and the 90th percentile critical year for *E. Coli*.

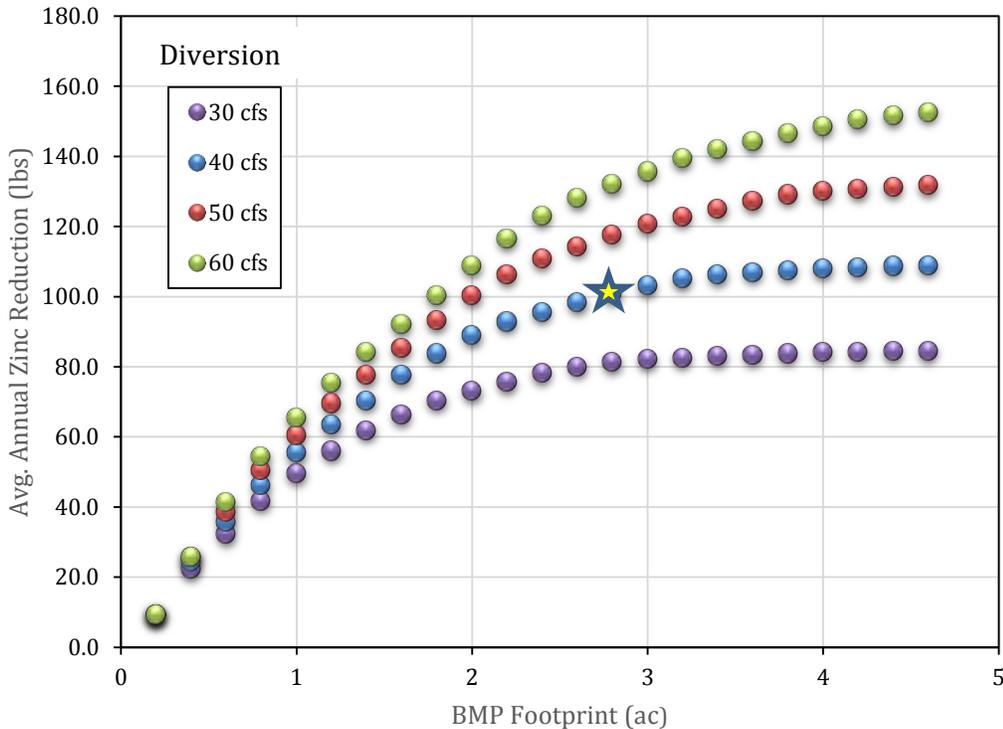


Figure 4-2. Avg. Annual Zinc Reduction vs. BMP Footprint at Rosewood Park

The SUSTAIN analysis described above applied congruently to the sites of John Anson Ford Park, Rosewood Park, and Lugo Park, the outcome of which will be discussed in the Proposed BMP Configurations section. The analysis differed and was more extensive for the nested drainage area sites of Salt Lake Park and the LADWP Transmission Easement, as discussed below.

4.1.1 Nested BMP Configuration

To most accurately represent the interdependent drainage network to the three nested sites, the performance of the three BMPs must be configured as such within one SUSTAIN model. With a given range of feasible BMP footprint sizes and diversion rates to assign to each of the three sites, the model was able to produce several thousand combinations of BMP configurations. Instead of an optimization table, this nested model produces a cost-effectiveness curve (C-E curve), from which the best total performance of the three BMPs can be selected. Three scenarios were selected from along the C-E curves which reflected optimal cumulative reduction, coming from varying size and diversion rate configurations. The following two scenarios were determined to provide a comprehensive profile of these alternatives:

1. Smaller Salt Lake Park BMP and larger BMP at the LADWP Transmission Easement
2. Larger Salt Lake Park BMP and smaller BMP at the LADWP Transmission Easement

Alternative 1 was selected based on several criteria. Most importantly, the total critical-year *E. Coli* and critical-day zinc reduction of the nested and non-nested regional BMPs, summed with the reduction achieved by the non-structural and non-modeled BMPs projected in the WMP, exceeds the WMP's required critical load reduction targets. In addition, the LADWP Transmission Easement site is situated in a low-density industrial area, with a lower impact from maximizing the available BMP footprint.

4.1.2 Optimization Modeling Results

Merging the model results from the optimization table and nested analyses, Table 4-1 shows the proposed 90th percentile critical load reductions for each of the footprints and diversion rates at the proposed regional BMP sites. As discussed above, the BMP along Randolph Street was omitted due to logistical complications. However, as the modeling results below indicate, the WMA as a whole achieves sufficient pollutant reductions such as to make the Randolph Street BMPs superfluous.

Table 4-1. Proposed BMP footprints and diversion rates, with associated pollutant reductions

Site	BMP Footprint (ac)	BMP Capacity (ac ft)	Diversion Rate (cfs)	Zinc Reduction (lb)	E. Coli Reduction (10 ¹² MPN)
JAF Park	4.2	42	70	15.5	47
LADWP Transmission	1.7	17	20	10.7	15.8
Rosewood Park	2.8	28	40	2.4	29.4
Salt Lake Park ¹	3.2	32		21.6	15.4
Lugo Park	1.4	14	20	1.2	8.2
Randolph Street (Maywood)	-		-	-	-
Randolph Street (Huntington Park)	-		-	-	-
			Total	51.4	115.8

¹ The projected performance associated with the size and diversion rate of this BMP is contingent on the full implementation of the BMP at the upstream LADWP Easement

The critical-day zinc and critical-year *E. coli* projected in the WMP for the various non-structural and non-modeled BMPs throughout the LA River and Rio Hondo tributary areas of the WMA are shown together, as seen in Figure 4-3 and Figure 4-4 below. For both the LA River and Rio Hondo drainage areas, the required targets for both critical-day zinc and critical-year *E. coli* reduction are exceeded.

The optimized BMP configurations proposed by this Feasibility Study have minimized BMP footprint sizing by assuming the projected performance by the non-structural and distributed BMPs outlined in the WMP. Moreover, the surfeit of pollutant reduction contributed by the proposed regional BMPs may allow for a reduction in the required investment towards LID/Green Streets and Other Non-Modeled BMPs. In further planning, the GWMA cities will have flexibility on which configurations of regional, distributed, and non-structural BMPs to pursue.

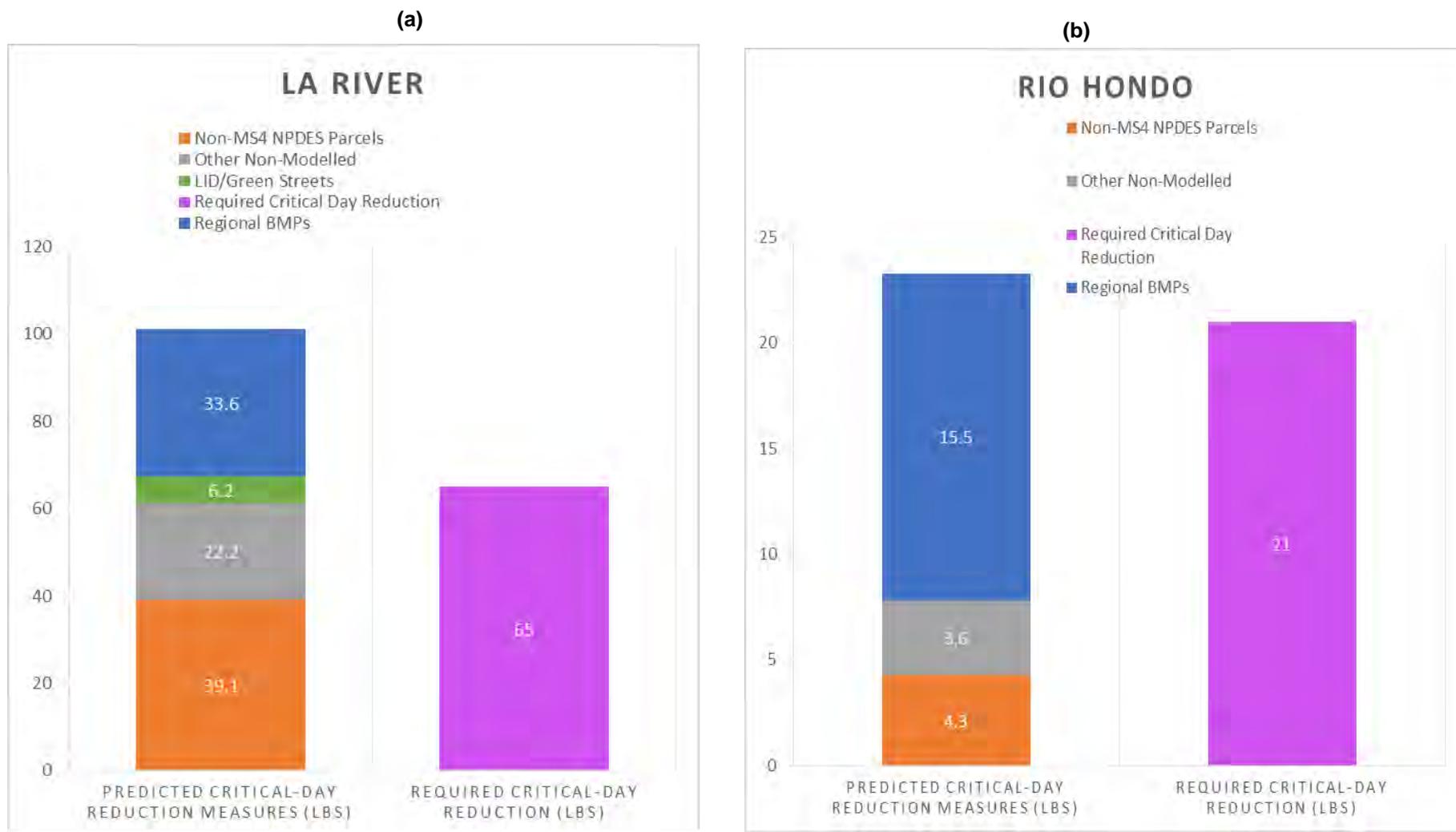


Figure 4-3. Zinc Reduction from LA River (a) and Rio Hondo (b) watersheds

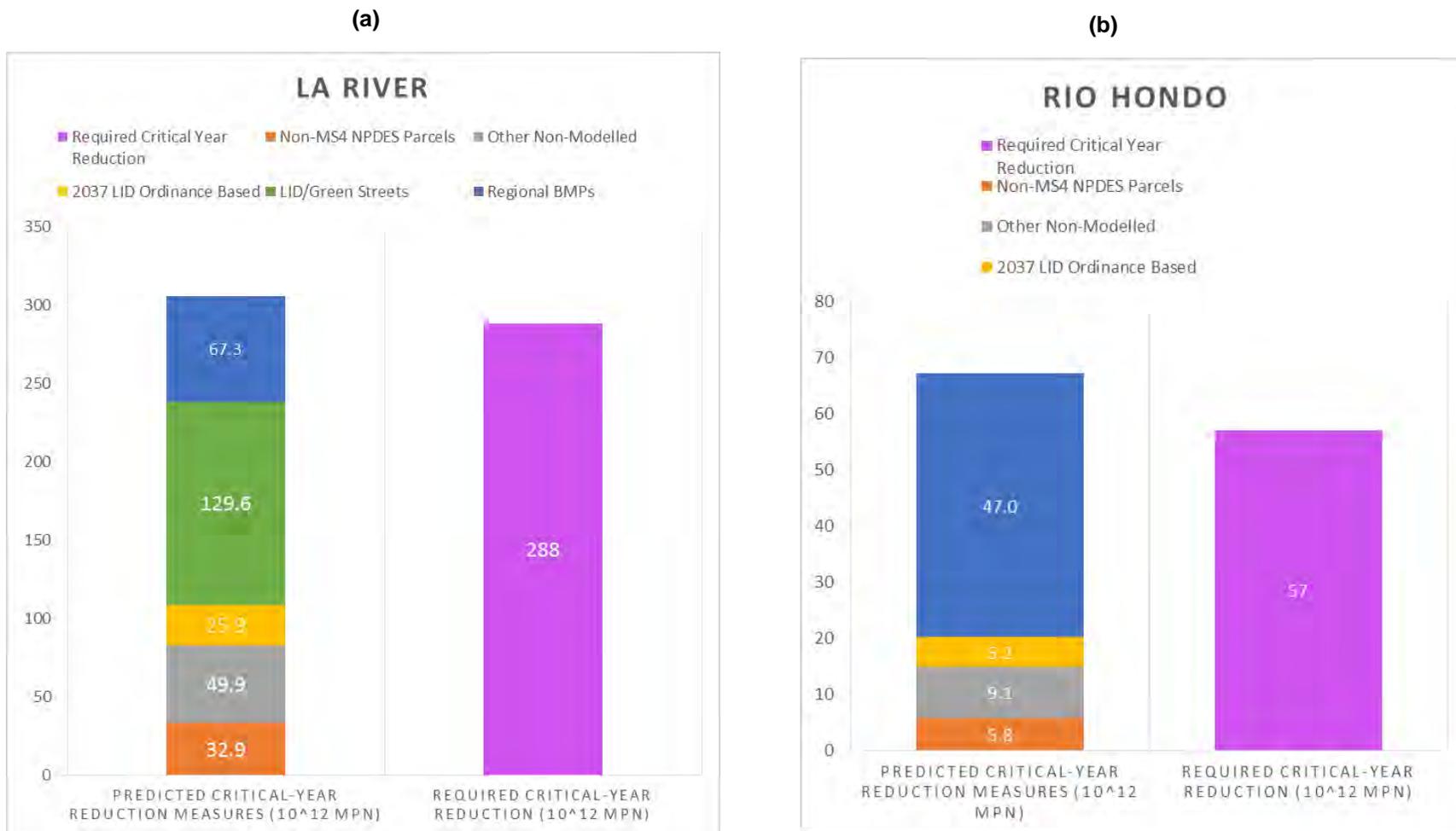


Figure 4-4. *E. Coli* Reduction from LA River (a) and Rio Hondo (b) watersheds.

4.2 REGIONAL BMP CHARACTERISTICS

Underground storage reservoirs are storage areas that harvest and temporarily store stormwater runoff. The harvested runoff percolates through the bottom of the reservoir and an approximately 2-foot amended, tilled native soil layer, which has an infiltration rate capable of draining the reservoir within a specified design drawdown time (usually up to 72 hours). After the stormwater infiltrates through the amended surface, it percolates into the subsoil, as each of the five sites have conditions allowing for adequate infiltration and slope protection (See Geotechnical Investigation).

4.2.1 Site Layout

The regional BMP systems will consist of a diversion system of one or two pipes of varying sizes with flows diverted through a channel in the bottom of the culvert or a rubber dam from the storm drain to a pretreatment device, with flows entering an underground infiltration gallery via gravity. Depending on the size of the BMP footprint, the infiltration gallery may be divided into multiple phases or diversions. Refer to Figure 4-5 for the overall concept site plan for Rosewood Park, as an example. See each site's individual Appendix for complete plans for all BMP site plans.

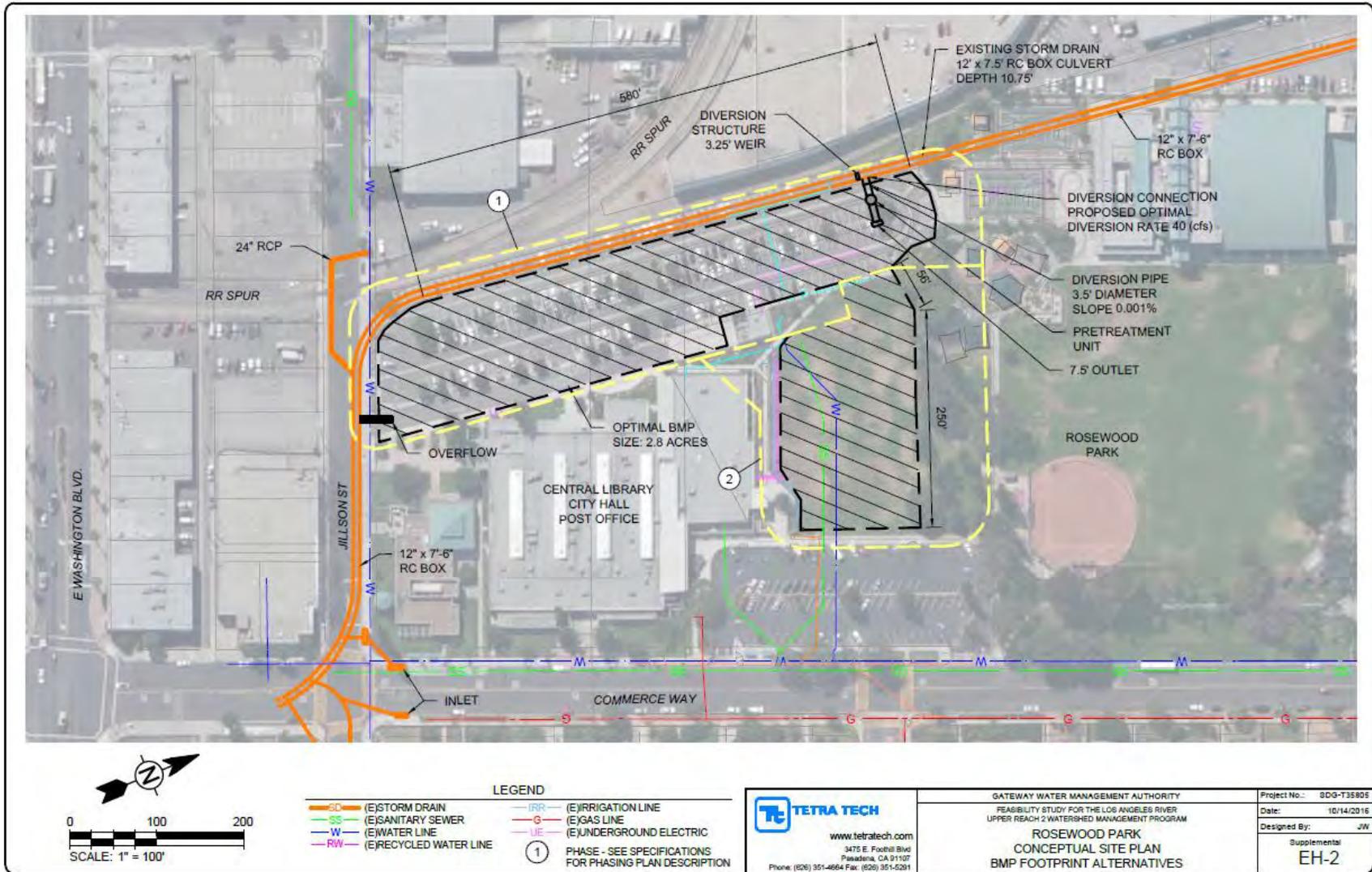


Figure 4-5. Rosewood Park Site BMP Layout

4.2.2 Diversion Structure Analysis

The storm drain system at each proposed BMP site were represented within EPA SWMM (Version 5.0) to obtain estimates of the weir height necessary to divert the necessary flows to the offline BMP units. The optimal flow rates could all be diverted using weirs of heights ranging from 2 ft to 3.25 ft. A subsequent analysis using LA County's Water Surface Pressure Gradient (WSPG) showed that that an in-channel weir may disrupt the water surface profile and elevate it beyond the channel banks and thus is not a viable option. When necessary, a lowered-floor inlet will be constructed within the storm channel at the diversion, to mitigate upstream disruptions. The diversion rate and associated weir height is presented in Table 4-2. A drop inlet structure will instead be proposed to maintain the channel hydraulics and ensure flood control protection similar to the one shown in Figure 4-6.

The diversion structure must include a valve (manual or actuated), or an actuated sluice gate, to respond to the conditions within the BMP storage unit, shutting flows off if/when the storage capacity is exceeded.

Table 4-2. Diversion rates and weir heights

Site	Diversion Rate (cfs)	Weir Height (ft)	Diversion Pipe Diameter (ft)
JAF Park	70	3.25	3.5
LADWP Transmission	20	2.25	3
Rosewood Park	40	3.25	3.5
Salt Lake Park – Diversion 1	40	2.5	3.5
Salt Lake Park – Diversion 2	25	4	3.5
Lugo Park	30	2.75	3.5

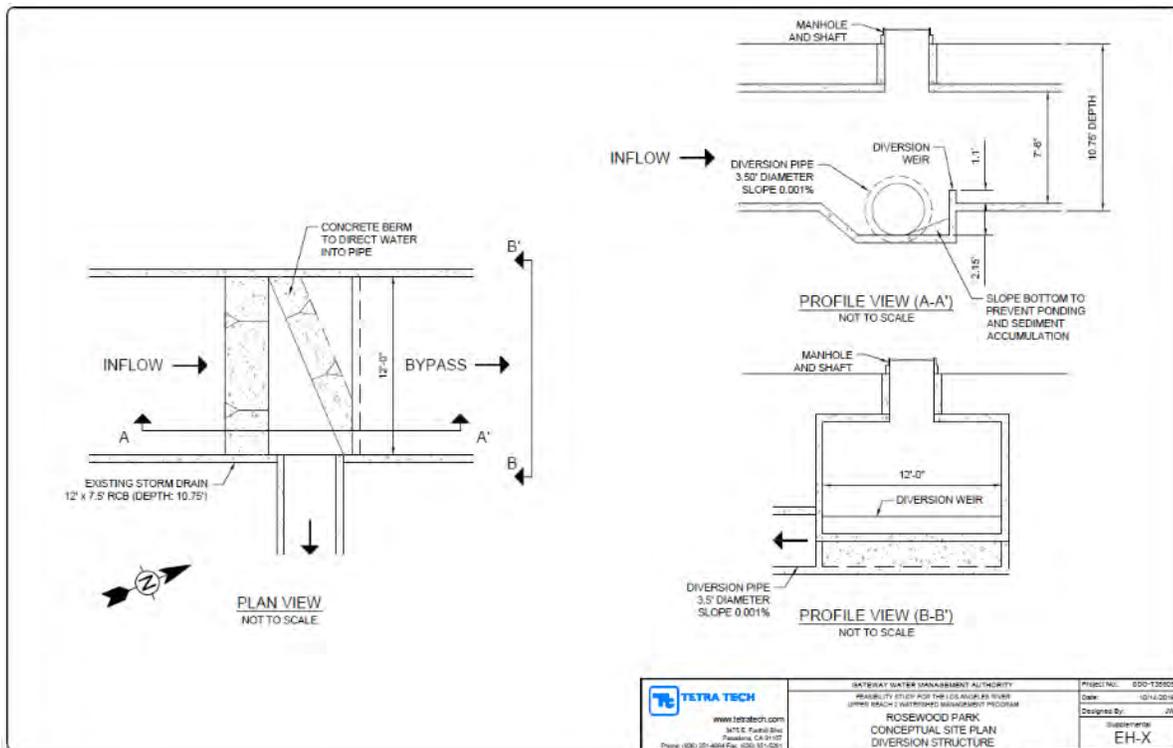
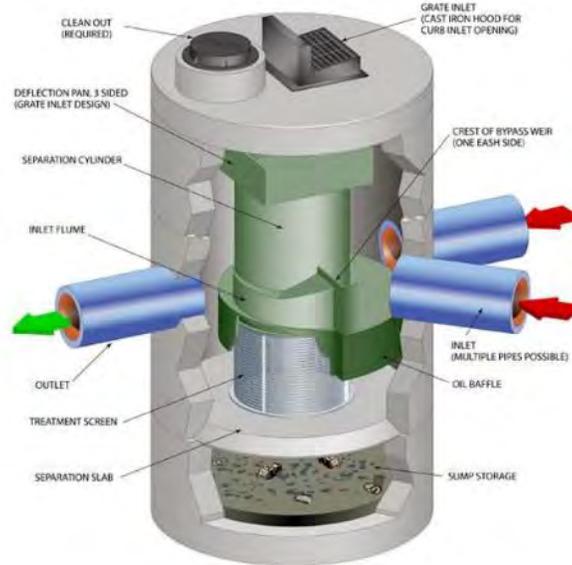


Figure 4-6. Proposed diversion structure.

4.2.3 Pretreatment

Stormwater runoff transports sediment, trash, and debris that can compromise the performance of stormwater facilities and pollute receiving waters. Pretreatment will be an integral component of the treatment strategies to extend the life of the proposed systems. It will be prescribed in order to reduce the maintenance frequency of the BMP site stormwater facilities, focus maintenance efforts to a concentrated area, and bolster compliance.

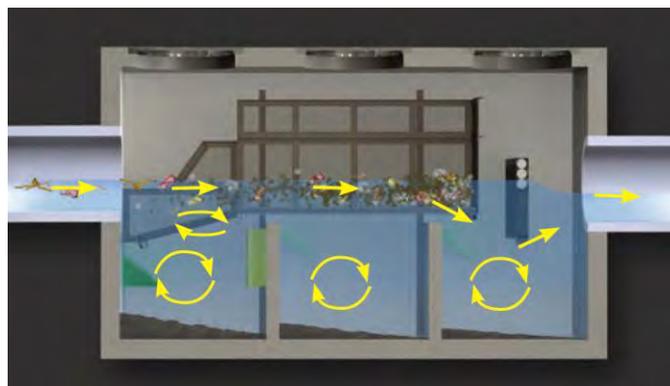
Two types of pretreatment devices are being considered for the project: a hydrodynamic separator and a baffle box type. The final selection will be made during the detailed design phase of the project. A typical hydrodynamic separator collects stormwater runoff on one or more sides of the structure then directs the water into a separation chamber where water begins swirling, forcing the particles out of the runoff. This process collects up to 100 percent of floatables and neutrally buoyant debris larger than the screen aperture is collected. Hydrodynamic separators typically have an 80 percent removal rate of total suspended solids (TSS). With the chambered system, hydrocarbons float to the top of the water surface and are prevented from being transported downstream. The size of the unit will be selected based on the estimated sediment removal and the routine maintenance required. Figure 4-7 represents a typical Contech CDS type hydrodynamic separator.



Source: Contech Engineered Solutions

Figure 4-7. Typical Hydrodynamic Separator

Hydrodynamic separators, such as the Contech CDS system, are popular pretreatment devices; however, trash and debris are stored for long periods submerged in water, thus potentially leaching nutrients into the treated water. As a consideration for the water quality that will be sent to the irrigation treatment system, a Nutrient Separating Baffle Box (NSBB) by BioClean Environmental Services is also being considered as a pretreatment solution. At a flow rate of 20 cfs, the NSBB is available in two models varying in the level of treatment (i.e., 150 microns vs. 250 microns). The NSBB system uses screens that are suspended above the sedimentation chambers that capture and store trash and debris in a dry state, thus reducing potential nutrient leaching and bacteria growth. TSS is removed by routing the flows through a triple chambered system. An oil skimmer with hydrocarbon booms traps and absorbs oil. The NSBB system can remove more than 80 percent of TSS. Figure 4-8 illustrates the typical operation of a NSBB system.



Source: BioClean Environmental, Inc.

Figure 4-8. Typical NSBB System

4.2.4 Precast Concrete Structure

Precast concrete storage systems, such as the StormTrap, Oldcastle and Jensen StormVault systems, made from durable, reinforced, and high-strength concrete would be the most appropriate modular unit for this project (vis-à-vis plastic modular units). They can be designed to exceed HS-20 loading, have varying depths of cover, and overcome buoyancy forces. Internal heights can vary to meet the desired storage volume. The StormTrap system can be seen in Source: City of Los Angeles Figure 4-9.



Source: City of Los Angeles

Figure 4-9. Example StormTrap system

A precast concrete modular system, such as the StormTrap System, is proposed. The StormTrap Double Trap system allows for a maximum headroom of 11'4" allowing for the designed storage depth plus 1 foot of free board. The modular pieces are constructed offsite and delivered to the project site via truck and lifted into place with a crane. A typical day of installation may allow for 60 to 70 units to be placed in a day. Cast-in-place structures were not considered a viable solution due to the time required to form, pour, and cure the structure. The additional time would create an additional burden on park operations and could extend the construction schedule.

5.0 LONG TERM MONITORING PLAN

The installation of a permanent BMP monitoring system at each project site will include equipment that measures flow and water quality in both dry and wet seasons. The BMP monitoring system will afford the GWMA the ability to measure the effectiveness of the BMPs to infiltrate diverted flows and remove pollutants. Additionally, a permanent monitoring system will provide project performance data necessary for Optimization Planning and sustained achievement of project performance goals. The monitoring plan includes collecting water quality samples at the inlet and outlet of each BMP to measure water quality improvement and ensure compliance. Additional monitoring equipment, including water level meters and soil moisture sensors are recommended to monitor and track the long term performance of the BMPs. A continuous monitoring system can provide significant insight into the current and long term performance of the BMP. A water level logger at the surface of the soil media can collect data on the ponding depth and ultimately determine the infiltration rate at the surface. This data can be used to determine the performance throughout a rain event and demonstrate any decreases in performance from the start of the rain event to the end. An overall reduction in infiltration could indicate an impending maintenance need allowing staff to predict when maintenance will be required rather than reacting to a visual indicator. A soil moisture sensor strategically placed in the BMP would indicate if the system is performing as designed and identify any potential performance limitations. The monitoring plan for Rosewood Park is shown in Figure 5-1. A monitoring plan for each site is included in the respective site Appendices.

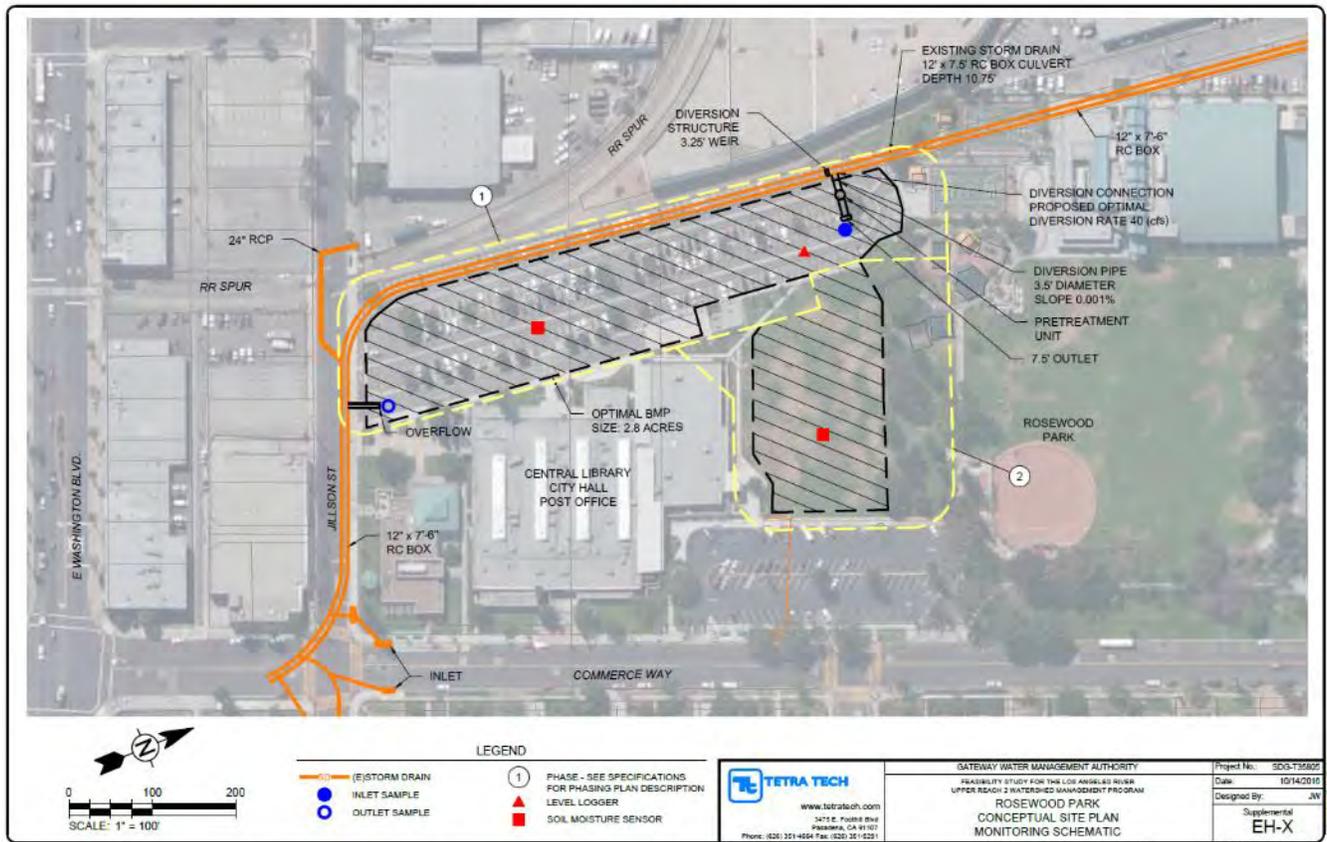


Figure 5-1. Monitoring plan for Rosewood Park.

6.0 SCHEDULE AND COST ESTIMATES

The cost estimate and project schedule have been created to validate that the preliminary designs for each proposed BMP site may be built within the specified budget and within the time allocated to use the funds.

6.1 PROJECT SCHEDULE

A timeline for implementation of each regional BMP site has been estimated, based on MS4 compliance targets dates. The timing also considers the necessary phasings determined for cost feasibility, and consideration to the current use of the proposed BMP sites. The overview of the schedule is shown in Table 6-1 and the detailed schedules are presented in the site Appendices. The respective performance of each project at each phase of implementation is outlined in

Table 6-2.

Table 6-2 indicates that the BMPs at Rosewood Park and Salt Lake Park are diversion limited for capturing Critical-Day Total Zinc; the Total Zinc plateaus as the footprint sizes expand. The BMPs do continue to capture additional *E. Coli*, the limiting pollutant, as their sizes expand.

Table 6-1. Projected Construction Schedules

BMP Site	Phase 1		Phase 2		Phase 3	
	Start	Finish	Start	Finish	Start	Finish
John Anson Ford Park	4/6/2020	12/5/2020	10/12/2021	12/5/2022	2/2/2023	1/31/2024

Attachment B- Feasibility Study

LADWP Transmission Easement	3/15/2026	10/24/2026	7/6/2027	1/31/2028	-	-
Rosewood Park	3/2/2028	4/24/2029	6/22/2029	1/31/2030	-	-
Salt Lake Park	2/24/2034	3/8/2035	6/17/2035	6/28/2036	10/7/2036	3/23/2037
Lugo Park	3/11/2036	3/23/2037	-	-	-	-

Table 6-2. Projected Performance at Implementation Phases

Site	Phase	Avg. Annual Volume Captured (ac-ft)	Critical-Day TZn (lb)	Critical-Year E.Coli (10 ¹² MPN)
JAF Park	1	389	4.1	12.2
	2	291	9.4	16.2
	3	125	2.0	18.6
Transmission	1	223	3.9	11.9
	2	62	6.8	3.9
Rosewood	1	290	2.4	21.6
	2	52	0.0	7.8
Salt Lake Park	1	100	9.1	6.3
	2	81	12.5	7.8
	3	18	0.0	1.3
Lugo Park	1	120	1.2	8.2

6.1.1 Cost Analysis

The cost analysis is utilized as a tool to ensure preliminary designs are within the amount of funds available to the project. If the cost analyses indicate that a project is not feasible, then the design will need to be adjusted to bring it within the project budget, while still meeting the project goals. The cost analyses were developed using various sources of information, as well as the Cost Estimator's judgment.

6.1.2 Construction Cost

The construction costs entail the various components of the projects that a Contractor would construct for the City. Construction costs do not include items of work not directly performed by the Contractor, such as a City's construction management during construction. The construction costs were developed using various sources of cost information. Unit costs were based on Caltrans historical cost data and RSMeans 2008 cost data. All costs were approximately adjusted to 2017 dollars based respectively on the Caltrans Construction Cost Index and RSMeans Historical Cost Index. The estimated total construction costs for the proposed BMPs are listed in Table 6-3, and associated with unit performance costs in Table 6-4. Detailed cost estimates are included in the site Appendices.

Table 6-3. Estimated Total Construction Costs for Proposed BMP Sites

BMP Site	Estimated Construction Cost
John Anson Ford Park	\$33,693,540
LADWP Transmission Easement	\$13,415,029
Rosewood Park	\$21,046,345
Salt Lake Park	\$23,937,175

Lugo Park	\$9,736,357
-----------	-------------

Table 6-4. Costs Per Unit of Treatment

BMP Site	Avg. Annual Vol. Treated (ac-ft)	\$/ac-ft Treated	90th %-ile Critical-Day Tzn Reduction (lb)	\$/lb Treated	90th %-ile Critical-Year E. Coli Reduction (10 ¹² MPN)	\$/10 ¹² MPN Treated
JAF Park	1,165	\$28,914	15.5	\$2.2	47.0	\$0.72
LADWP Transmission	366	\$36,658	10.7	\$1.3	15.8	\$0.84
Rosewood Park	443	\$47,553	2.4	\$8.8	29.4	\$0.72
Salt Lake Park	520	\$46,033	21.6	\$1.2	15.4	\$1.55
Lugo Park	159	\$61,108	1.2	\$8.1	8.2	\$1.19

6.1.3 Operations & Maintenance Costs

The operations and maintenance costs were developed on the basis that a service contractor would maintain the various components of the systems. Operation of the systems during wet weather and dry weather events will be managed by the City. Operations of the diversion structures will incorporate coordination and notifications to the Los Angeles County Flood Control District to ensure that there will be no effect to the flood control conveyance system operation. Table 6-5 includes typical operations and maintenance activities and general costs on an annual basis. Detailed cost estimates for each project site are included in the individual site Appendices.

Table 6-5. Annual Estimated Operations & Maintenance Costs

Typical Maintenance Activities and Annual Costs				
Description	Frequency	No. of Times per Year	Unit Price	Total
Monitoring Controls				\$32,400
Channel Diversion and Pretreatment				\$12,000
Rubber Dam System – Inspection and Cleaning	Monthly	12	\$750	\$9,000
Pretreatment Device – Vacuum	Quarterly	4	\$1,500	\$6,000
Storage				\$16,000
Dry Season Inspection and Cleaning (Vacuum)	Quarterly	2	\$4,000	\$8,000

Wet Season Inspection and Cleaning (Vacuum)		2	\$4,000	\$8,000
Total				\$66,400

6.1.4 Project Costs

Project costs include all the necessary items to provide a finished product. Costs include predesign, design, construction, construction management, and post construction work. The estimated project delivery costs for predesign, design, and construction management are based on a percentage of the construction costs. The typical breakdown is provided below in Table 6-6. The full projects costs of each project are included in the site appendices.

Table 6-6. Total Estimated Project Budget

Item Description	Percentage of Construction Cost
Construction Cost	-
City Administration Cost	2.5
Environmental Documentation and Permitting	2.5
Design Services	10
Construction Administration	10
TOTAL PROJECT IMPLEMENTATION COST	25

7.0 REGULATORY AND PERMITTING EVALUATION

Consultation with regulatory agencies and acquisition of permits is required before the project components can be constructed. The following sections summarize regulatory permits and approvals relevant to the LAR UR2 Feasibility Study projects.

7.1 REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION (NPDES PERMIT NO. CAS004001)

On December 13, 2001, the LARWQCB adopted the Los Angeles Municipal Stormwater NPDES Permit (Order No. 01-182, NPDES No. CAS004001) for municipal stormwater and urban runoff discharges within the County of Los Angeles. The Permit was issued to Los Angeles County and 85 Copermittee cities, including the City of Bell Gardens.

In compliance with the Permit, the Permittees have implemented a stormwater quality management program (SQMP) with the goal of reducing the amount of pollutants in stormwater and urban runoff. One specific requirement of the SQMP is the development of Standard Urban Stormwater Mitigation Plans (SUSMP). The project will incorporate BMPs for stormwater pollution prevention. The SUSMP will be reviewed and approved by LASAN. This review process includes assurances that the appropriate BMPs are incorporated to address stormwater pollution prevention goals. In this case, the project itself includes implementation of stormwater BMPs.

7.2 SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

Construction activities in the South Coast Air Basin are subject to South Coast Air Quality Management District's (SCAQMD) Rule 403. Rule 403 sets requirements to regulate operations, which periodically may cause fugitive dust emissions into the atmosphere by requiring actions to prevent, reduce, or mitigate fugitive dust emissions.

All construction in the South Coast Air Basin must incorporate best available control measures (BACT) included in Table 1 of Rule 403. Additionally, large operations (defined as active operations on 50 acres or more), or projects with daily earth-moving or throughput volume of 3,850 cubic meters or more, three times during the most recent 365-day period, are further required to submit a large operation notification, identify a certified dust control supervisor, implement measures from Tables 2 and 3 of Rule 403, and maintain daily records.

7.3 LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

The Los Angeles County Flood Control District (LACFCD) is responsible for managing flood risk and conserving stormwater for groundwater recharge. The LACFCD system also provides control of debris, collection of surface stormwater from streets, and replenishes groundwater with stormwater and imported and recycled waters. The LACFCD covers the 2,753 square-mile portion of Los Angeles County south of the east-west projection of Avenue S, excluding Catalina Island. It is a special district governed by the County of Los Angeles Board of Supervisors, and its functions are carried out by the Los Angeles County Department of Public Works.

In order to continue to fulfill these responsibilities and maintain the existing level of service, any proposed construction within the LACFCD right-of-way requires approval from the LACFCD. Coordination with the Los Angeles County Department of Public Works staff, who act also on behalf of the LACFCD, will be critical in the development of this project.

The following describes the potential approval requirements from the LACFCD.

Flood Control Permit - A Flood Control Permit is required to ensure that a proposed use does not interfere with the LACFCD's operation and maintenance responsibilities. The following activities would require a Flood Control Permit:

- New Flood Control or Water Conservation Facility Construction
- Modifications to Existing Facilities
- BMP Installation for Water Quality Improvements

Use or Maintenance Agreement - However, depending on the scope, timeframe, and/or perpetual maintenance requirements of the proposed activity, the LACFCD may also require the project proponent to enter into a use or maintenance agreement. If the LACFCD has fee ownership, then the LACFCD is the sole owner of the land. If LACFCD only has easement rights, the project proponent will be conditioned to obtain permission from the underlying fee owner before start of work.

7.4 CEQA/NEPA

Compliance with the California Environmental Quality Act (CEQA) would be required. A governmental agency is required to comply with CEQA procedures when the agency proposes to carry out or approve the activity/project. CEQA considers a "project" to be the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The preparation of an Initial Study (IS) is typically the first step for projects determined not to be exempt from CEQA requirements. Initial Studies allow decision-makers the opportunity to review a proposed project and to make an environmental determination recommending the follow-on CEQA document. Initial Studies consider all phases of project planning, implementation, and operation and utilize the CEQA Guidelines IS Checklist form that covers 17 environmental resources topics. If the IS identifies that there is no substantial evidence that the project may have a

significant impact on the environment (without or with mitigation) then a Negative Declaration or mitigated Negative Declaration may be prepared. If the IS identifies that the project may have a significant impact on the environment, then an Environmental Impact Report (EIR) is prepared. A description of investigations that may be required are included below.

Compliance with the National Environmental Policy Act (NEPA) would be required if there is a federal nexus (such as federal funding) and would need to comply with the implementing procedures of the applicable federal agency.

7.4.1 Historical Resources

The Historical Resources assessment will investigate the occurrence of historically significant areas within the vicinity of a proposed project site, namely sites listed on or eligible for designation by the California Register of Historical Resources (CRHR). A resource should be considered a historical resource if it has previously been identified as significant in a historical resources survey.

If a Lead Agency is unsure about a resource, they should consider hiring a professional historian or archeologist who meets the Secretary of the Interior Standards Professional Qualifications for History, Architectural History, or Archeology. However, CEQA ultimately delegates final authority to the Lead Agency to determine if a resource is historically significant or not (CEQA Case Studies).

Similar projects within recent years to the submission of this report have identified historical wheat farms from the 1870s and shipper centers from the 1920s, which had no official historical designations.

7.4.2 Archaeological Resources

Investigations by institutions such as The Native American Heritage Commission's search of the Sacred Lands Inventory will likely be required for full compliance. Further assessments for isolated artifacts or stream or topographical formations may also indicate the presence of subsurface prehistoric archaeological resources during excavation.

7.4.3 Paleontological Resources

Paleontological records may be assessed for records of known vertebrate fossils within the proposed project areas, as well as within older, sedimentary deposits.

7.4.4 Burial Sites

An investigation of known burial sites will occur prior to construction. In the event that an unknown burial site or human remains are found during excavation, mitigation should be implemented so that potential impacts remain at a less than significant level.

7.5 LOCAL PERMITS

Each city where the project is constructed may require building and grading permits. Traffic control will play an integral role during the trenching activities for the storm drains and discharge lines as well as the hauling of export from the project during the excavation phase of the project.

7.6 LADWP TRANSMISSION EASEMENT

Coordination with the County of Los Angeles Department of Water and Power will be required for access to the transmission easement. Additional details are included in the site Appendices.

7.7 RUBBER DAM ELECTRICAL SERVICES

The operation of the rubber dam requires an electrical connection. Electricity is available at each site, however, the connections should be coordinated with Southern California Edison (SCE). Local permits may also be required for the connection of the pumps and monitoring equipment.

8.0 CONCLUSIONS

The Feasibility Study Report determined that the optimal design specifications for the proposed BMP sites will allow for the GWMA to meet the LAR UR2 WMP's MS4 targets to be achieved. This would be achievable without any regional BMP at the Randolph Street Green Rail Trail location. The existing utilities, geotechnical conditions, hydrology, and water quality were first characterized, then optimization analyses informed data-driven selection of cost-effective solutions. Each site will consist of an in-channel weir or a rubber dam, which will direct flows into a diversion structure, which then will be fed via gravity into a pretreatment device, and then into an underground infiltration gallery.

The outcomes of this Feasibility Study demonstrate that compliance targets can be met via collaborative watershed planning, utilizing a range of regional and distributed BMPs. The assimilation of the proposed regional BMPs optimized within this project with the distributed BMPs projected in the LAR UR2 WMP indicates that integrated planning can maximize flexibility for approaches to meeting regional compliance targets. The outcomes of this Feasibility Study will thus facilitate funding proposals for each individual site, and also demonstrate innovative strategies for other Cities within Los Angeles County in earlier WMP implementation stages.

9.0 REFERENCES

City of Bell, City of Bell Gardens, City of Commerce, City of Cudahy, City of Huntington Park, City of Maywood, City of Vernon, and the Los Angeles County Flood Control District. 2015. Los Angeles River Upper Reach 2 Watershed Management Area. June 2015. Prepared CWE Corp., Fullerton, CA.

Tetra Tech. 2010a. *Los Angeles County Watershed Model Configuration and Calibration – Part I: Hydrology. Prepared for County of Los Angeles Department of Public Works, Watershed Management Division.* Los Angeles County, CA by Tetra Tech, Pasadena, CA. 2010.

Tetra Tech. 2010b. *Los Angeles County Watershed Model Configuration and Calibration – Part II: Water Quality. Prepared for County of Los Angeles Department of Public Works, Watershed Management Division.* Los Angeles County, CA by Tetra Tech, Pasadena, CA. 2010.

Appendix A: John Anson Ford Park Feasibility Study

TABLE OF CONTENTS

List of Tables	3
List of Figures	3
1.0 SITE DESCRIPTION AND EXISTING HYDROLOGY	4
1.1 Existing Water Quality	7
1.2 Geotechnical Investigation	8
1.2.1 Existing Soil Types	8
1.2.2 Ground Water	8
1.2.3 Summary	8
2.0 BMP DESIGN COMPONENTS	10
2.1 Site Layout	11
2.2 Diversion Structure Analysis	11
2.3 Pretreatment	12
2.4 BMP Structure Alternatives	14
3.0 MONITORING PLAN	15
3.1 Water Quality Monitoring	15
3.1.1 Flow Monitoring Methods	15
3.1.2 Composite Sampling Methods	15
3.2 Long Term Performance Monitoring	15
4.0 PERMITTING, SCHEDULE, AND COST ESTIMATE	17
4.1 Environmental Documents and Permits	17
4.1.1 CEQA/NEPA	17
4.1.2 Local Construction Permits	18
4.2 Schedule	19
4.3 Cost Analysis	20
4.3.1 Construction Cost	20
4.3.2 Operations & Maintenance Cost	26
EXHIBIT A: SITE PLAN	27
EXHIBIT B: FACT SHEET	28
EXHIBIT C: GEOTECHNICAL INVESTIGATION AND INFILTRATION TESTING REPORT	29

LIST OF TABLES

Table 1-1. Required Pollutant Reduction in Rio Hondo Tributary During RAA 90 th Percentile Critical Conditions....	7
Table 1-2. Required Pollutant Reduction of Regional BMP, w/ Sources from Non-Regional/Non-Structural BMPs.	7
Table 2-1. Proposed BMP Footprint and Diversion Rate, with Associated Pollutant Reductions.....	10
Table 4-1. Total Project Cost.....	20
Table 4-2 Construction Costs, Phase 1.....	21
Table 4-3. Construction Costs, Phase 2.....	23
Table 4-4 Construction Costs, Phase 3.....	25
Table 4-5. Annual Estimated Operations & Maintenance Costs	26

LIST OF FIGURES

Figure 1-1. John Anson Ford Park Drainage Area and Location	4
Figure 1-2. Walking Path and Duck Pond (Behind Left).....	5
Figure 1-3. Storm Drain Outfall into Rio Hondo.....	6
Figure 1-4. Boring Location Map at John Anson Ford Park.	9
Figure 2-1. Average Annual Runoff Volume at John Anson Ford Park.....	10
Figure 2-2 John Anson Ford Park Site BMP Layout.	11
Figure 2-3. Diversion Structure at Proposed BMP Site	12
Figure 2-4. Typical Hydrodynamic Separator	13
Figure 2-5. Typical NSBB System	13
Figure 2-6. Example StormTrap System.....	14
Figure 3-1. Monitoring Schematic for John Anson Ford Park.	16

1.0 SITE DESCRIPTION AND EXISTING HYDROLOGY

John Anson Ford Park (JAF Park) is a 12.5-acre, multi-purpose recreational facility, located in the City of Bell Gardens, which drains a 2,295-acre watershed area through the upstream storm drain system directly, into the Rio Hondo Tributary, which runs adjacent to the southeast edge of the park (Figure 1-1). In addition to Bell Gardens, the drainage area includes the GWMA City of Commerce.

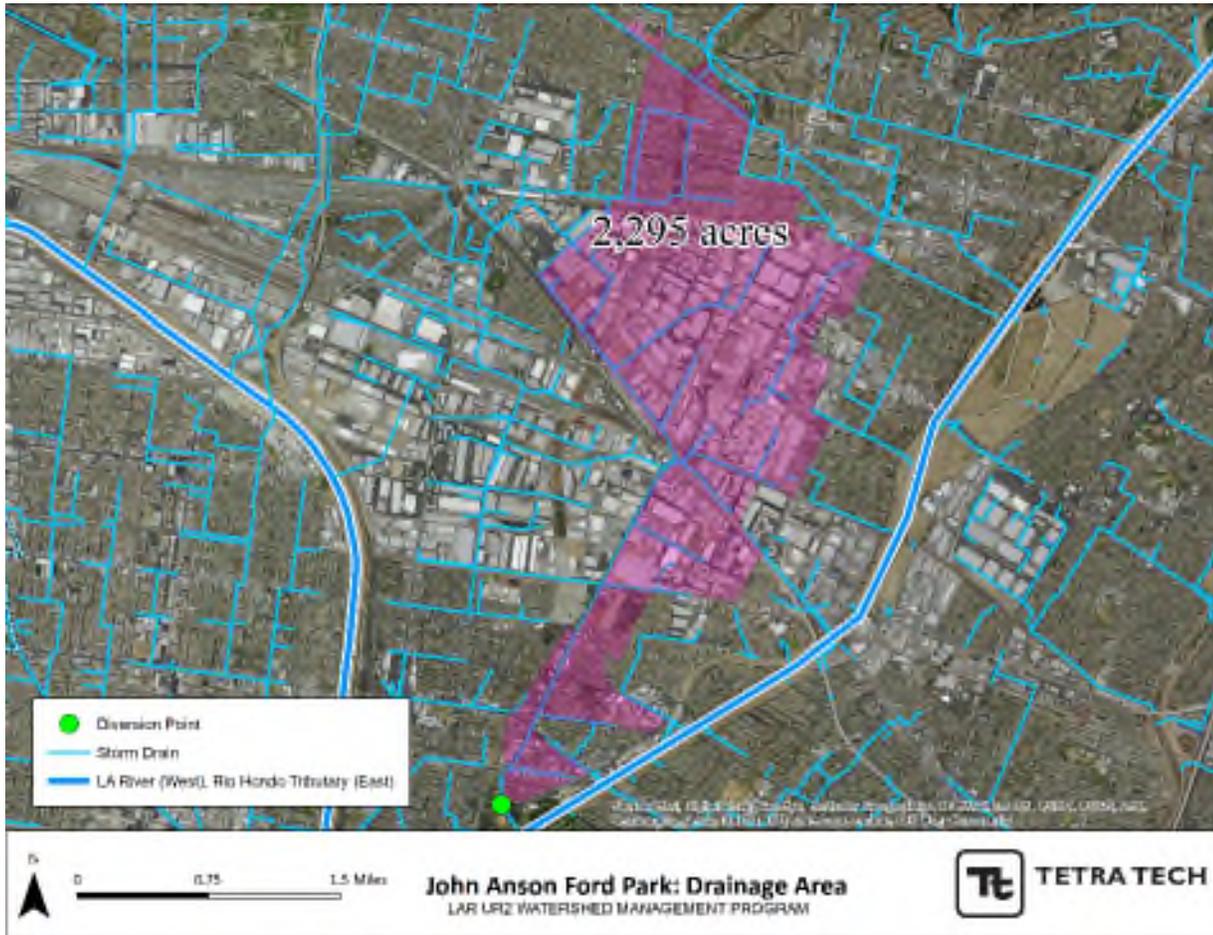


Figure 1-1. John Anson Ford Park Drainage Area and Location

JAF Park has two sections: sports fields and a community garden. The sporting section contains two baseball fields, two artificial-turf soccer fields, and two grass soccer fields, all of which receive heavy use from the community. The community garden contains an indoor recreation facility, an outdoor concession stand, a children's playground, a swimming pool, walking paths, as well as a duck pond that is stocked with fish and used for an annual fishing competition (Figure 1-2).



Figure 1-2. Walking Path and Duck Pond (Behind Left)

A 9'-6" by 11'-0" double-RCB storm drain runs diagonally below the park, conveying dry and wet weather flows from the northwest to the southeast corner of the park, eventually discharging into the adjacent Rio Hondo Tributary (Figure 1-3). The key determinants for placement of the proposed BMP within the park were proximity to the storm drain, as well as minimizing impact on the functional use of the park's amenities. Therefore, the Feasibility Study attempted to place the proposed BMP footprints within the parking lots lining the northern edge of the park.



Figure 1-3. Storm Drain Outfall into Rio Hondo

1.1 EXISTING WATER QUALITY

For this study, the Los Angeles County Watershed Management Modeling System (WMMS) was used within LSPC to simulate contaminant loading, runoff volume, and flow rate associated with long-term, continuous time series (Tetra Tech 2010a) for each of the six proposed regional stormwater facilities. This section outlines the known conditions and analyses performed to establish the baseline against which to measure all reductions.

The WMP details MS4 pollutant loading requirements for areas draining directly into the Rio Hondo Tributary (Table 1-1), with a specific target for the capture of the 90th percentile critical-day loading of Total Zinc, the limiting pollutant in the watershed, as well as 90th percentile critical-year *E. Coli* loading. Based on the WMMS pollutant loadings throughout the entire LAR UR2 watershed, the WMP set a critical-day Total Zinc reduction target of 29.6% and a critical-year *E. Coli* reduction target of 31.5% for areas draining to the Rio Hondo tributary, as summarized in Table 1-1.

Table 1-1. Required Pollutant Reduction in Rio Hondo Tributary During RAA 90th Percentile Critical Conditions

Critical Day Total Zinc (lb) (Limiting for Rio Hondo)			Critical- Year <i>E. Coli</i> (10 ¹² MPN) (Limiting for LA River)		
Current Load	Allowed Load	Required Reduction	Current Load	Allowed Load	Required Reduction
71	50	21	181	124	57

JAF Park is the only proposed regional BMP site in the Feasibility Study that is located within the Rio Hondo watershed. Therefore, the BMP's performance will only be supplemented by the projected performance of other non-structural/distributed BMPs proposed in the WMP in order to capture the entire critical-day load Total Zinc loading. The minimum required reduction of the respective pollutants by the regional BMP is therefore the total required reduction, minus the reduction projected by non-regional/non-structural BMPs (Table 1-2).

Table 1-2. Required Pollutant Reduction of Regional BMP, w/ Sources from Non-Regional/Non-Structural BMPs

Control Measure	Critical Day Total Zinc Reduction (lb)	Critical Year <i>E. Coli</i> Reduction (10 ¹² MPN)
Required Reduction	21	57
Non-MS4 NPDES Parcels	4.3	5.8
Other Non-Modelled	3.6	9.1
2037 LID Ordinance Based	-	5.2
Minimum Reduction for Regional BMPs	13.2	36.9

1.2 GEOTECHNICAL INVESTIGATION

The geotechnical investigation was performed by Tetra Tech on July 12th, 2016. The investigation examined subsurface soil and groundwater conditions of the project area through exploratory soil borings and field percolation borings. The purpose of the investigation was to determine the characteristics of the subsurface materials (including infiltration rates, expansive index, and liquefaction potential) below the invert of the proposed infiltration facilities.

The exploratory boring was performed at a maximum depth of 46.5 feet. Boring locations are shown on the Project Layout and Boring Location Map (Figure 1-4). Details regarding the full field exploration process, sampling and drilling procedures, laboratory testing, standards and equipment used, and the findings from the evaluation are provided in the Preliminary Geotechnical and Infiltration Investigation Report (Tetra Tech 2016). This section summarizes the findings from the geotechnical evaluation specifically related to the onsite soil types and historic groundwater levels. General structural design recommendations are covered in detail within the Preliminary Geotechnical and Infiltration Investigation Report.

1.2.1 Existing Soil Types

Based upon the findings from our subsurface investigation, the soils at the site below the invert of the proposed infiltration facilities were observed to range from silty sands to well graded sands with good drainage characteristics to a depth of about 27.5 feet. These soils correspond to Hydrologic Soil Group (HSG) B as described in USDA (2007). The measured infiltration rate of 1.7 inches/hour is above the minimum required infiltration rate established by the LACDPW guidelines for on-site infiltration systems of 0.3 inches/hour and therefore the soils at the site are preliminarily considered suitable for infiltration use. The project site is mantled by artificial man-made fill soils approximately 3 feet thick. Alluvial soils were encountered below the fill soils and consisted of medium dense sands and silty fine sands, with some interspersed thin lenses (up to 2 inches thick) of clay to a depth of 27.5 feet. These soils were typically dark brown to brown in color. Underlying these sandy materials was a layer of stiff silt extending to a depth of 45 feet. Underlying the silt materials a layer of silty sand was encountered for the remaining 1.5 feet of the exploration to the maximum depth of 46.5 feet.

1.2.2 Ground Water

According to the State of California (CDMG, 1998), the historic high groundwater level near the site has been mapped at a depth of about 8 feet. During our subsurface explorations, groundwater was not encountered in the soil boring to a depth of 46.5 feet. A review of the database from the Los Angeles County Department of Public Works (LACDPW) for nearby wells (<http://dpw.lacounty.gov/general/wells/>) and Geotracker database was also conducted and showed that the shallowest groundwater depth was recorded at 44.1 feet in 1997. Based on the assessment of the local stratigraphy and local topography, it is our opinion that the LACDPW wells and the Geotracker wells can be utilized for interpretation of the project groundwater conditions. Therefore, it is our conclusion that the groundwater at the site has been deeper than 44 feet within the last 50 years. Fluctuations of the groundwater level, localized zones of perched water, and increased soil moisture content should be anticipated during and following the rainy season. Irrigation of landscaped areas on or adjacent to the site can also cause a fluctuation of local groundwater levels. Based on the research and observed conditions, groundwater is not expected to impact the design and construction of the proposed BMP.

1.2.3 Summary

Based on the results of the field exploration and engineering analyses, it is Tetra Tech's opinion that the proposed construction is feasible from a geotechnical standpoint, provided that the recommendations contained in the Draft Geotechnical Investigation Report are incorporated into the design plans and implemented during construction. It should be noted that this study did not evaluate the possible presence of hazardous materials on any portion of the site.



EXPLANATION	
	Percolation test location
	Exploratory boring location

FIGURE 2

<p>TETRA TECH 1360 Valley Vista Drive, Diamond Bar, CA 91765 TEL 909.860.7777 FAX 909.860.8017</p>	LA RIVER WATERSHED MANAGEMENT - GATEWAY CITIES	JOB NO. TET 16-91E
	<p>BORING LOCATION MAP JOHN ANSON FORD PARK CITY OF BELL GARDENS</p>	DATE OCTOBER 2016
		DRAWN BY AHM
		CHECKED BY FC

Figure 1-4. Boring Location Map at John Anson Ford Park.

2.0 BMP DESIGN COMPONENTS

The optimal BMP footprint and diversion rate was determined for the BMP site based on the long-term average annual zinc reduction, simulated using the EPA System for Urban Stormwater Treatment and Analysis Integration (SUSTAIN) model. The runoff treated by the BMP, assumed to have a 10-foot storage depth, was simulated over a ten-year period (2002-2011), at comprehensive combinations of feasible storm drain diversion rates and footprint sizes. Table 2-1 below shows the resulting optimized BMP configuration and corresponding project pollutant reductions based on the optimization modelling performed within SUSTAIN.

Table 2-1. Proposed BMP Footprint and Diversion Rate, with Associated Pollutant Reductions

BMP Footprint (ac)	BMP Capacity (ac-ft)	Diversion Rate (cfs)	Critical-Day Total Zinc Reduction (lb)	Critical-Year <i>E. Coli</i> Reduction (10 ¹² MPN)
4.2	42	70	15.5	47.0

The pollutant reduction exceeds the required target for both the limiting Total Zinc and *E. Coli* metrics. These reductions occur via a capture of nearly 50% of the annual average runoff volume flowing to John Anson Ford Park. The total annual runoff volume flowing through the culvert past JAF Park and the total annual volume treated by the BMP proposed are shown in Figure 2-1.

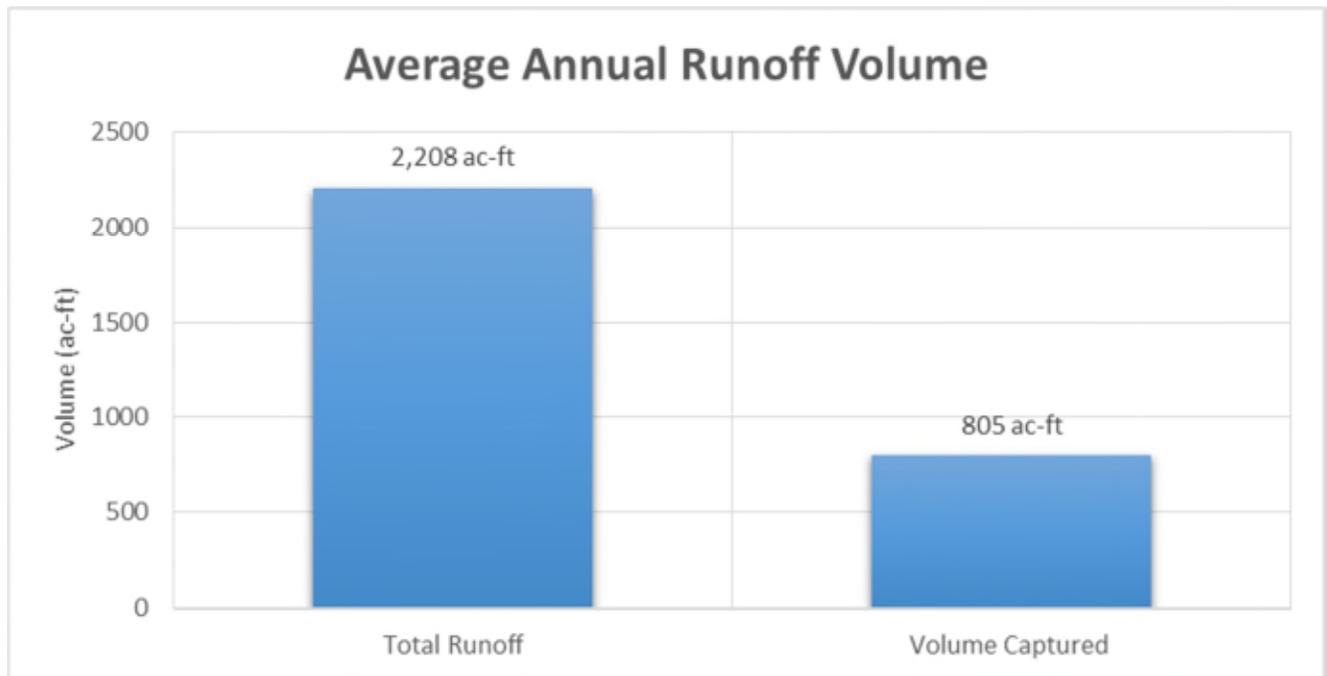


Figure 2-1. Average Annual Runoff Volume at John Anson Ford Park.

2.1 SITE LAYOUT

The regional BMP system will divert runoff from the 3.25-ft weir within the double-box culvert into a 3.5-ft pipe from the storm drain to a pretreatment device, with flows entering an underground infiltration gallery via gravity. To accommodate various sources of project financing, the BMP infiltration gallery will be divided into three phases, as seen in Figure 2-2. A schematic of locations to monitor the BMP system's performance was furthermore proposed, additional details are included in Section 0. The site plan is also included in Exhibit A. Additional details are included in Exhibit B.

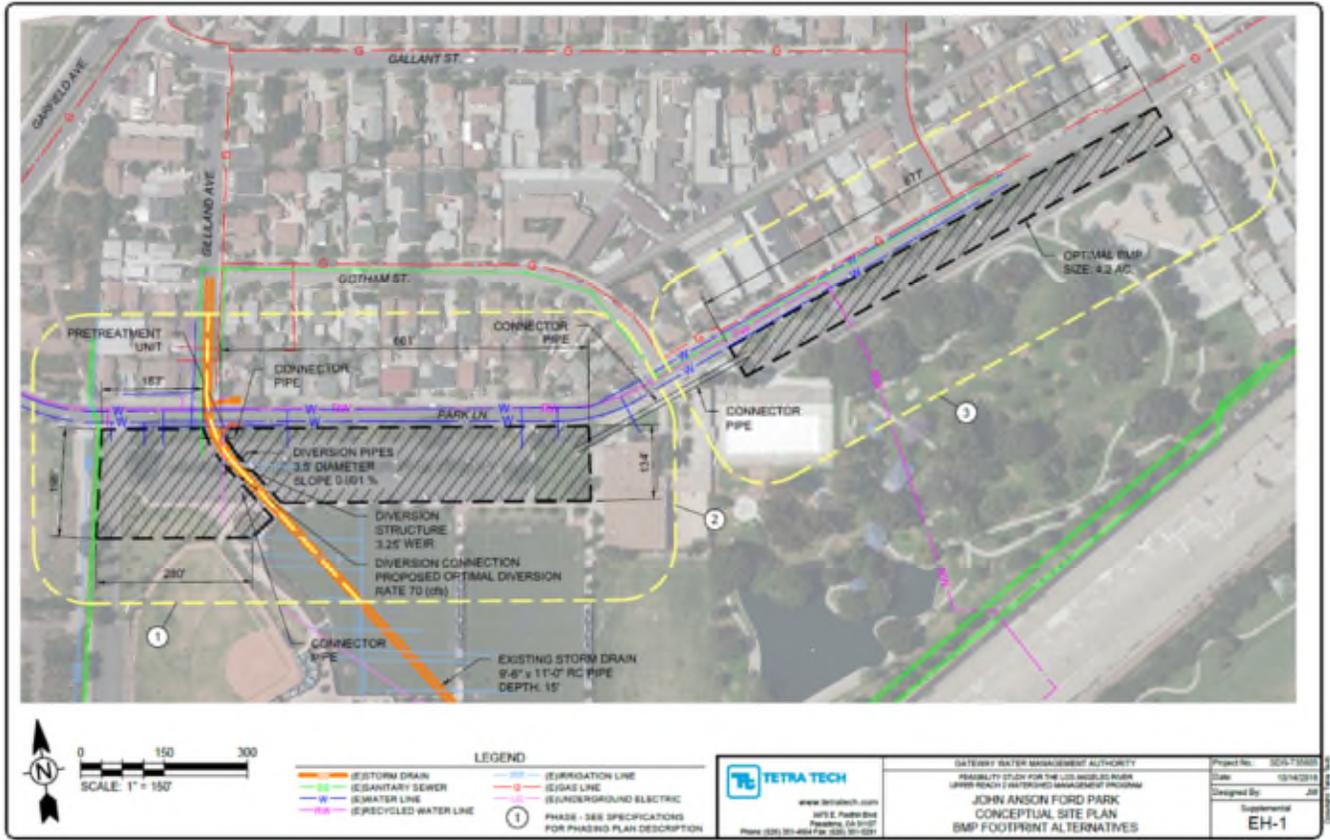


Figure 2-2 John Anson Ford Park Site BMP Layout.

2.2 DIVERSION STRUCTURE ANALYSIS

The storm drain system at the proposed BMP site was represented within EPA SWMM (Version 5.0) to obtain estimates of the weir height necessary to divert the necessary flow to the offline BMP unit. The optimal flow rate of 70 cfs was determined to be feasible with a 3.25-ft weir and 42 inch pipe. A subsequent analysis using LA County's Water Surface Pressure Gradient (WSPG) showed that that an in-channel diversion trench would not adversely disrupt the water surface profile upstream within the culvert. The proposed diversion structure sections are presented in Figure 2-3.

The diversion structure should include either a valve (manual or actuated), or an actuated sluice gate, to respond to the conditions within the BMP storage unit, shutting flows off if/when the storage capacity is exceeded.

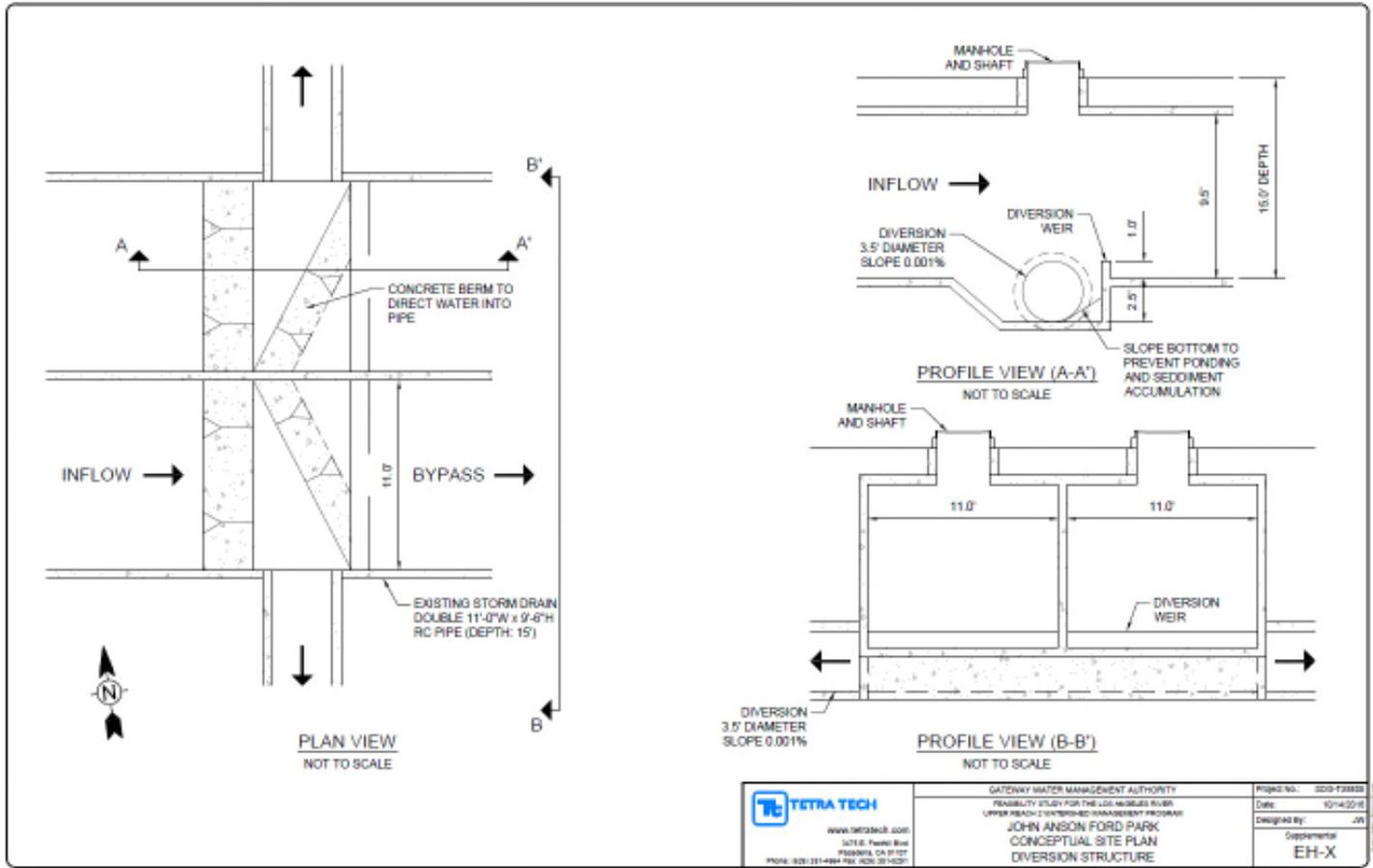
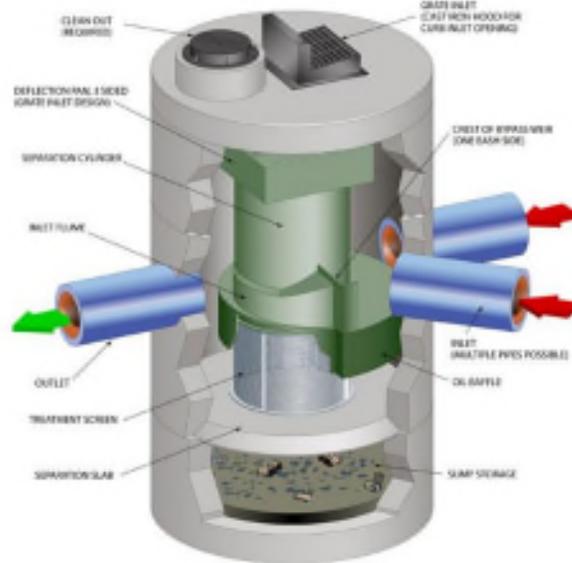


Figure 2-3. Diversion Structure at Proposed BMP Site

2.3 PRETREATMENT

Stormwater runoff transports sediment, trash, and debris that can compromise the performance of stormwater facilities and pollute receiving waters. Pretreatment will be an integral component of the treatment strategies to extend the life of the proposed systems. It will be prescribed in order to reduce the maintenance frequency of the BMP site stormwater facilities, focus maintenance efforts to a concentrated area, and bolster compliance.

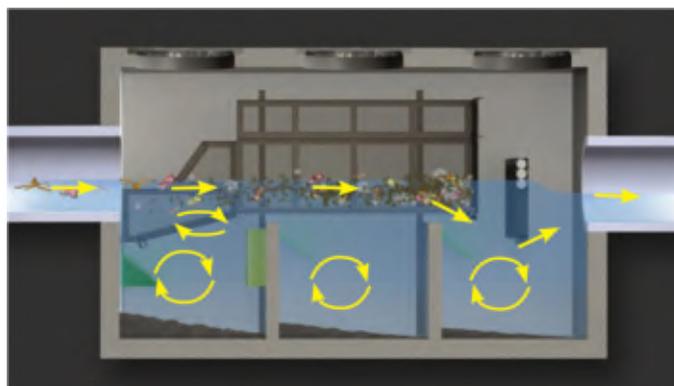
Two types of pretreatment devices are being considered for the project: a hydrodynamic separator and a baffle box type. The final selection will be made during the detailed design phase of the project. A typical hydrodynamic separator collects stormwater runoff on one or more sides of the structure then directs the water into a separation chamber where water begins swirling, forcing the particles out of the runoff. 100 percent of floatables and neutrally buoyant debris larger than the screen aperture is collected. Hydrodynamic separators typically have an 80 percent removal rate of total suspended solids (TSS). With the chambered system, hydrocarbons float to the top of the water surface and are prevented from being transported downstream. The size of the unit will be selected based on the estimated sediment removal and the routine maintenance required. Figure 2-4 represents a typical Contech CDS type hydrodynamic separator.



Source: Contech Engineered Solutions

Figure 2-4. Typical Hydrodynamic Separator

Hydrodynamic separators, such as the Contech CDS system, are popular pretreatment devices; however, trash and debris are stored for long periods submerged in water, thus potentially leaching nutrients into the treated water. As a consideration for the water quality that will be sent to the irrigation treatment system, a Nutrient Separating Baffle Box (NSBB) by BioClean Environmental Services is also being considered as a pretreatment solution. At a flow rate of 20 cfs, the NSBB is available in two models varying in the level of treatment (i.e., 150 microns vs. 250 microns). The NSBB system uses screens that are suspended above the sedimentation chambers that capture and store trash and debris in a dry state, thus reducing potential nutrient leaching and bacteria growth. TSS is removed by routing the flows through a triple chambered system. An oil skimmer with hydrocarbon booms traps and absorbs oil. The NSBB system can remove more than 80 percent of TSS. Figure 2-5 illustrates the typical operation of a NSBB system.



Source: BioClean Environmental, Inc.

Figure 2-5. Typical NSBB System

2.4 BMP STRUCTURE ALTERNATIVES

Underground storage tanks provide initial stormwater detention and allow for implementation where surface space is limited such as around paved streets, parking lots, and buildings. Precast concrete storage systems, such as the StormTrap, Oldcastle, and Jensen StormVault systems, made from durable, reinforced, and high-strength concrete would be the most appropriate modular unit for this project (vis-à-vis plastic modular units). They can be designed to exceed HS-20 loading, have varying depths of cover, and overcome buoyancy forces. Internal heights can vary to meet the desired storage volume. Cast-in-place structures were not considered a viable solution due to the time required to form, pour, and cure the structure. The additional time would create an additional burden on park operations and could extend the construction schedule.

The StormTrap Double Trap system (Figure 2-6) allows for a maximum headroom of 11' 4", and will provide water storage for more than 42 acre-feet of water while allowing for 1 foot of freeboard in the system. The system will be configured to allow infiltration through the bottom of the system. The modular pieces are constructed offsite and delivered to the project site via truck and lifted into place with a crane. A typical day of installation may allow for 60 to 70 units to be placed in a day. It is anticipated that approximately 1,500 units will be required for JAF Park.



Figure 2-6. Example StormTrap System.

3.0 MONITORING PLAN

There are two goals of the monitoring plan 1) water quality monitoring to document the performance of the BMP to verify predicted pollutant load reductions to demonstrate compliance with the WMP and 2) long term continuous monitoring to maintain and track performance and to predict required maintenance.

3.1 WATER QUALITY MONITORING

To verify the performance of the BMPs, flow weighted composite samples should be collected at the inlet and the outlet of the BMP as indicated in Figure 3-1. At a minimum samples should be analyzed for Zinc and *E. coli*. It is recommended that analysis include all priority pollutants identified in the LAR UR2 Coordinated Integrated Monitoring Program (CIMP).

3.1.1 Flow Monitoring Methods

Flow at the BMP inlet location should be measured at pre-programmed intervals using an area-velocity bubbler (AVB) flow meter with an AVB sensor. Flow at the outlet should be measured using a Thel-Mar volumetric compound weir, which is capable of measuring low flows with a high degree of accuracy. A bubbler flow meter is recommended to measure flow depth behind the weir, which is then converted to a flow rate by the flow meter. The flow meter will continuously log the flow measurements at regular intervals during monitoring events.

3.1.2 Composite Sampling Methods

A flow-weighted composite sample is comprised of a series of sample aliquots collected over the course of a storm event where the sample aliquot frequency is determined by a constant incremental flow volume measured by the flow meter. To collect the sample, a flow meter is pre-programmed with a pacing volume. When the accumulated flow reaches the pacing volume, the flow meter will trigger an automated sampler to collect a sample aliquot. This process continues until the storm ends. The pacing volume is determined by storm event forecast and the anticipated total volume of runoff. Ideally, pacing volumes will be set to fill one composite bottle for the duration of rainfall to ensure sufficient sample volume for all analyses; however stormwater runoff durations may be shorter or longer (or the rainfall intensity may be less or greater) than anticipated. If the rainfall duration is longer than that predicted, additional clean, empty bottles may be added to the sampling system. The automated sampler should log the sample information during the course of the monitoring event.

3.2 LONG TERM PERFORMANCE MONITORING

Additional monitoring equipment shown in Figure 3-1, including water level meters and soil moisture sensors, are recommended to monitor and track the long term performance of the BMPs. A continuous monitoring system can provide significant insight into the current and long term performance of the BMP. A water level logger at the surface of the soil media can collect data on the ponding depth and ultimately determine the infiltration rate at the surface. This data can be used to determine the performance throughout a rain event and demonstrate any decreases in performance from the start of the rain event to the end. An overall reduction in infiltration could indicate an impending maintenance need allowing staff to predict when maintenance will be required rather than reacting to a visual indicator. A soil moisture sensor strategically placed in the BMP would indicate if the system is performing as designed and identify any potential performance limitations.

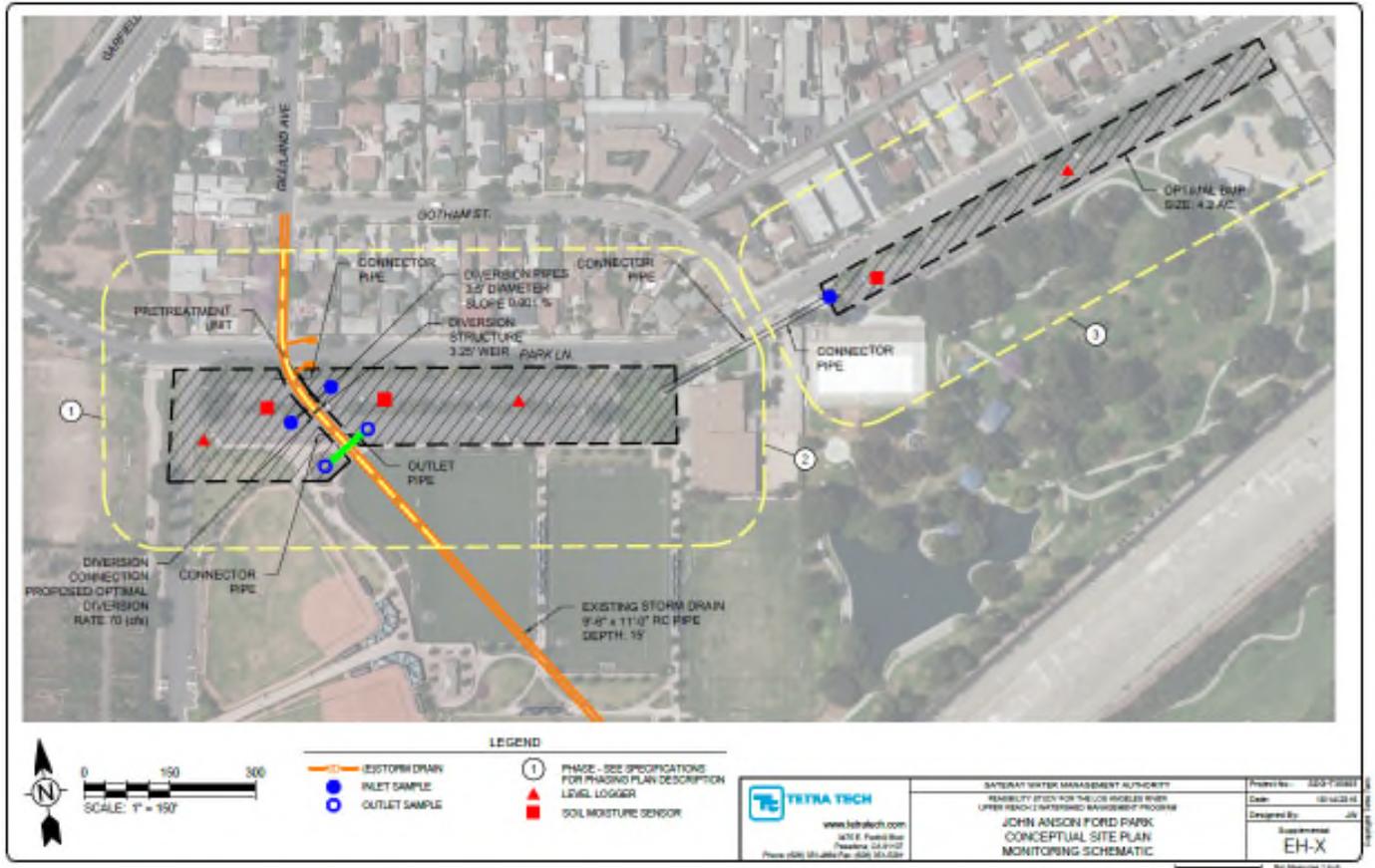


Figure 3-1. Monitoring Schematic for John Anson Ford Park.

4.0 PERMITTING, SCHEDULE, AND COST ESTIMATE

The cost estimate and project schedule have been created to validate that the preliminary design for the proposed BMP site may be built within the specified budget and within the time allocated to use the funds.

4.1 ENVIRONMENTAL DOCUMENTS AND PERMITS

Consultation with regulatory agencies and acquisition of permits is required before the project components can be constructed. The following sections summarize regulatory permits and approvals relevant to the project.

4.1.1 CEQA/NEPA

Compliance with the California Environmental Quality Act (CEQA) would be required. A governmental agency is required to comply with CEQA procedures when the agency proposes to carry out or approve the activity/project. CEQA considers a "project" to be the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The preparation of an Initial Study (IS) is typically the first step for projects determined not to be exempt from CEQA requirements. Initial Studies allow decision-makers the opportunity to review a proposed project and to make an environmental determination recommending the follow-on CEQA document. Initial Studies consider all phases of project planning, implementation, and operation and utilize the CEQA Guidelines IS Checklist form that covers 17 environmental resources topics. If the IS identifies that there is no substantial evidence that the project may have a significant impact on the environment (without or with mitigation) then a Negative Declaration or mitigated Negative Declaration may be prepared. If the IS identifies that the project may have a significant impact on the environment, then an Environmental Impact Report (EIR) is prepared. A description of investigations that may be required are included below.

Compliance with the National Environmental Policy Act (NEPA) would be required if there is a federal nexus (such as federal funding) and would need to comply with the implementing procedures of the applicable federal agency.

4.1.1.1 Historical Resources

The Historical Resources assessment will investigate the occurrence of historically significant areas within the vicinity of a proposed project site, namely sites listed on or eligible for designation by the California Register of Historical Resources (CRHR). A resource should be considered a historical resource if it has previously been identified as significant in a historical resources survey.

If a Lead Agency is unsure about a resource, they should consider hiring a professional historian or archeologist who meets the Secretary of the Interior Standards Professional Qualifications for History, Architectural History, or Archeology. However, CEQA ultimately delegates final authority to the Lead Agency to determine if a resource is historically significant or not (CEQA Case Studies).

Similar projects within recent years to the submission of this report have identified historical wheat farms from the 1870s and shipper centers from the 1920s, which had no official historical designations.

4.1.1.2 Archaeological Resources

Investigations by institutions such as The Native American Heritage Commission's search of the Sacred Lands Inventory will likely be required for full compliance. Further assessments for isolated artifacts or stream or topographical formations may also indicate the presence of subsurface prehistoric archaeological resources during excavation.

4.1.1.3 Paleontological Resources

Paleontological records may be assessed for records of known vertebrate fossils within the proposed project areas, as well as within older, sedimentary deposits.

4.1.1.4 Burial Sites

An investigation of known burial sites will occur prior to construction. In the event that an unknown burial site or human remains are found during excavation, mitigation should be implemented so that potential impacts remain at a less than significant level.

4.1.2 Local Construction Permits

Depending on the selected concept, the City of Bell Gardens may require building and grading permits. Traffic control will play an integral role during the trenching activities for the storm drains, as well as the hauling of export from the project during the excavation phase of the project.

4.2 SCHEDULE

JOHN ANSON FORD PARK PROJECT SCHEDULE

Task	Start	Finish	Working Days
PHASE 1 - DESIGN DRAWINGS	1/4/19	10/26/19	211
Task 1. Project Management	1/4/19	10/26/19	211
Task 2. Additional Site Investigations	1/5/19	2/15/19	30
Task 3. Active Controls and Treatment	1/19/19	3/29/19	50
Task 4. Plans, Specifications, and Estimates	1/20/19	10/26/19	200
4.1 Design Development 50%	1/20/19	4/13/19	60
4.2 Design Development 75%	4/28/19	7/20/19	60
4.3 Design Development 100%	8/4/19	10/26/19	60
PHASE 1 - BID & AWARD	10/27/19	4/25/20	130
PHASE 1 - CONSTRUCTION - 1.1 acres	4/26/20	12/5/20	160
PHASE 2 - DESIGN DRAWINGS	4/26/20	4/12/21	251
Task 1. Project Management	4/26/20	4/12/21	251
Task 2. Additional Site Investigations	4/27/20	6/7/20	30
Task 3. Active Controls and Treatment	5/11/20	7/19/20	50
Task 4. Plans, Specifications, and Estimates	5/12/20	4/12/21	240
4.1 Design Development 50%	5/12/20	9/14/20	90
4.2 Design Development 75%	9/29/20	1/4/21	70
4.3 Design Development 100%	1/19/21	4/12/21	60
PHASE 2 - BID & AWARD	4/13/21	10/11/21	130
PHASE 2 - CONSTRUCTION - 1.9 acres	10/12/21	12/5/22	300
PHASE 3 - DESIGN DRAWINGS	10/12/21	8/3/22	212
Task 1. Project Management	10/12/21	8/3/22	212
Task 2. Additional Site Investigations	10/13/21	11/23/21	30
Task 3. Active Controls and Treatment	10/27/21	1/4/22	50
Task 4. Plans, Specifications, and Estimates	10/28/21	8/3/22	200
4.1 Design Development 50%	10/28/21	1/19/22	60
4.2 Design Development 75%	2/3/22	4/27/22	60
4.3 Design Development 100%	5/12/22	8/3/22	60
PHASE 3 - BID & AWARD	8/4/22	2/1/23	130
PHASE 3 - CONSTRUCTION - 1.2 acres	2/2/23	1/31/24	260

4.3 COST ANALYSIS

The cost analysis is utilized as a tool to ensure the preliminary design are within the amount of funds available to the project. If the cost analysis indicates that the project is not feasible, then the design will need to be adjusted to bring it within the project budget, while still meeting the project goals. The cost analysis was developed using various sources of information, as well as the Cost Estimator's judgment. A summary of the total costs is included in Table 4-1.

Table 4-1. Total Project Cost

Cost Component	Phase 1	Phase 2	Phase 3
Construction	\$8,632,796	\$14,446,486	\$10,614,258
Predesign (3.5% of construction)	\$302,148	\$505,627	\$371,499
Design (10% of construction)	\$863,280	\$1,444,649	\$1,061,426
Construction Management (10% of construction)	\$863,280	\$1,444,649	\$1,061,426
Capital Cost Subtotal	\$10,661,504	\$17,841,411	\$13,108,609

4.3.1 Construction Cost

The construction costs entail the various components of the projects that a Contractor would construct for the City. Construction costs do not include items of work not directly performed by the Contractor, such as a City's construction management during construction. The construction costs were developed using various sources of cost information. The estimated total construction costs for each of the three phases of the proposed BMPs are listed respectively in Table 4-2, Table 4-3, and Table 4-4. Estimated costs provided for construction bid items only. For example, estimates for materials testing, staking, and construction management are not included. Unit costs are based on Caltrans historical data and RS Means 2008 cost data where available. The costs are approximately adjusted to 2016 dollars based on the Caltrans Construction Cost Index and RS Means Historical Cost Indexes, respectively. Quantities are approximated based on the conceptual site plan presented in Section 2.1.

Table 4-2 Construction Costs, Phase 1.

JOHN ANSON FORD PARK COST ESTIMATE

Client: Gateway Watershed Management Authority
 Project: Feasibility Study for the Los Angeles River Upper Reach 2 WMP
 John Anson Ford Park, Phase 1
 Status: Preliminary Engineering Design

Prepared by: EAP
 Checked by: JLF

Date: Dec. 19, 2016

Description	Qty	Unit	Unit Price	Total
Miscellaneous				\$211,153
Mobilization / Demobilization (3% of Costs)	1	LS	\$201,153.00	\$201,153
Traffic Control	1	LS	\$10,000.00	\$10,000
Storm Drain Diversion and Pretreatment				\$227,605
Diversion Structure	1	LS	\$50,000.00	\$50,000
Actuated Valves and Vault	1	EA	\$40,000.00	\$40,000
Pretreatment Device (35 cfs)	1	EA	\$130,000.00	\$130,000
Piping to Pretreatment (42" RCP)	5	LF	\$210.00	\$1,050
Piping to Storage (42" RCP)	10	LF	\$210.00	\$2,100
Excavation for Piping	495	CY	\$9.00	\$4,455
Site Preparation and Demolition - Existing Park Area				\$159,007
Concrete Walkway and Sidewalk Removal	4,800	SF	\$3.50	\$16,800
Concrete Curb Removal	449	LF	\$5.00	\$2,243
AC Pavement Removal	32,233	SF	\$3.50	\$112,814
Light Removal	1	EA	\$1,000.00	\$1,000
Tree Removal	25	EA	\$1,000.00	\$25,400
Irrigation Removal	1	LS	\$750.00	\$750
Storage				\$5,829,343
Excavation	54,817	CY	\$9.00	\$493,353
Shoring	29,004	SF	\$20.00	\$580,077
Backfill of Sides (Aggregate)	1,009	CY	\$30.00	\$30,270
Backfill and Compaction (On-site Materials)	28,808	CY	\$9.00	\$257,470
Hauling	26,209	CY	\$30.00	\$786,278
Underground Storage (1.1 ac, 13' deep)	560,617	CF	\$6.50	\$3,644,011
Subgrade (6" Stone Base)	923	CY	\$30.00	\$27,685
Maintenance Hole	2	EA	\$5,000.00	\$10,000
Flap Gate Valve	1	EA	\$200.00	\$200
Electrical Service, Controls, Instrumentation				\$106,800
Electrical Service	1	LS	\$50,000.00	\$50,000
Control Panel and PLC Programming	1	LS	\$30,000.00	\$30,000
Conduit & Wiring	1	LS	\$9,000.00	\$9,000
NEMA 4 Junction Box, 6"x6"x6" (3 each for 480V and 120V conduits)	2	EA	\$200.00	\$400
Misc. Conduit Fittings, Elbows, Core Drilling and Sealing, etc.	1	LS	\$5,400.00	\$5,400
Exterior Lighting	1	EA	\$3,000.00	\$3,000
Instrumentation	1	LS	\$9,000.00	\$9,000
Landscape and Irrigation Modifications				\$69,340
Re-Planting/Seeding Excavation Areas	17,600	SF	\$0.50	\$8,800
Irrigation System (including all components and mainline)	17,600	SF	\$2.15	\$37,840
90-Day Plant Establishment Period	1	LS	\$10,000.00	\$10,000
Tree Planting	25	EA	\$500.00	\$12,700
Site Amenities and Improvements				\$287,989
Concrete Walkway and Sidewalk	4,800	SF	\$10.00	\$48,000
Concrete Curb	449	LF	\$26.00	\$11,661
AC Paving	32,233	SF	\$7.00	\$225,628
Parking Striping	1	LS	\$2,700.00	\$2,700



JOHN ANSON FORD PARK COST ESTIMATE

Client: Gateway Watershed Management Authority
 Project: Feasibility Study for the Los Angeles River Upper Reach 2 WMP
 John Anson Ford Park, Phase 1
 Status: Preliminary Engineering Design

Prepared by: EAP
 Checked by: JLF

Date: Dec. 19, 2016

Description	Qty	Unit	Unit Price	Total
Start-up, Testing, Prepare Operations & Maintenance Manuals, and Prepare Record Drawings				\$15,000
SWPPP Implementation	1	LS	\$6,000.00	\$6,000
Start-up and Testing	1	LS	\$6,000.00	\$6,000
O&M Manuals	1	LS	\$1,500.00	\$1,500
Record Drawings	1	LS	\$1,500.00	\$1,500
SUBTOTAL				\$6,906,237
			25% Contingency =	\$1,726,559.19
TOTAL				\$8,632,796

Notes:

- 1 This is an estimate only. These figures are supplied as a guide. Tetra Tech, Inc. is not responsible for the fluctuation in costs of labor, material, components, or unforeseen contingencies.
- 2 Estimated costs provided for construction bid items only. For example, estimates for materials testing, staking, and construction management are not included.
- 3 Unit costs are based on Caltrans historical data and RS Means 2008 cost data where available. The costs are approximately adjusted to 2016 dollars based on the Caltrans Construction Cost Index and RS Means Historical Cost Indexes, respectively.
- 4 Quantities are approximated based on Google Earth imagery.

Assumptions:

- 1 An inside storage depth of 13 feet was assumed for the underground storage reservoir.
- 2 Electrical requirements are unknown. Therefore, electrical components, quantities, and costs were assumed.
- 3 Excavated soils are suitable for backfill and are non-hazardous.

Table 4-3. Construction Costs, Phase 2.

JOHN ANSON FORD PARK COST ESTIMATE

Client: Gateway Watershed Management Authority
 Project: Feasibility Study for the Los Angeles River Upper Reach 2 WMP
 John Anson Ford Park, Phase 2
 Status: Preliminary Engineering Design

Prepared by: EAP
 Checked by: JLF

Date: Dec. 19, 2016

Description	Qty	Unit	Unit Price	Total
Miscellaneous				\$346,618
Mobilization / Demobilization (3% of Costs)	1	LS	\$336,618.00	\$336,618
Traffic Control	1	LS	\$10,000.00	\$10,000
Storm Drain Diversion and Pretreatment				\$177,605
Actuated Valves and Vault	1	EA	\$40,000.00	\$40,000
Pretreatment Device (35 cfs)	1	EA	\$130,000.00	\$130,000
Piping to Pretreatment (42" RCP)	5	LF	\$210.00	\$1,050
Piping to Storage (42" RCP)	10	LF	\$210.00	\$2,100
Excavation for Piping	495	CY	\$9.00	\$4,455
Site Preparation and Demolition - Existing Park Area				\$271,148
Concrete Walkway and Sidewalk Removal	2,730	SF	\$3.50	\$9,555
Concrete Curb Removal	1,047	LF	\$5.00	\$5,233
AC Pavement Removal	62,575	SF	\$3.50	\$219,011
Light Removal	2	EA	\$1,000.00	\$2,000
Tree Removal	34	EA	\$1,000.00	\$33,600
Irrigation Removal	1	LS	\$1,750.00	\$1,750
Storage				\$10,042,511
Excavation	94,683	CY	\$9.00	\$852,147
Shoring	49,154	SF	\$20.00	\$983,070
Backfill of Sides (Aggregate)	1,742	CY	\$30.00	\$52,260
Backfill and Compaction (On-site Materials)	49,413	CY	\$9.00	\$444,719
Hauling	45,270	CY	\$30.00	\$1,358,092
Underground Storage (1.9 ac, 13' deep)	968,339	CF	\$6.50	\$6,294,204
Subgrade (6" Stone Base)	1,594	CY	\$30.00	\$47,819
Maintenance Hole	2	EA	\$5,000.00	\$10,000
Flap Gate Valve	1	EA	\$200.00	\$200
Electrical Service, Controls, Instrumentation				\$91,400
Control Panel and PLC Programming	1	LS	\$30,000.00	\$30,000
Conduit & Wiring	1	LS	\$21,000.00	\$21,000
NEMA 4 Junction Box, 6"x6"x6" (3 each for 480V and 120V conduits)	4	EA	\$200.00	\$800
Misc. Conduit Fittings, Elbows, Core Drilling and Sealing, etc.	1	LS	\$12,600.00	\$12,600
Exterior Lighting	2	EA	\$3,000.00	\$6,000
Instrumentation	1	LS	\$21,000.00	\$21,000
Landscape and Irrigation Modifications				\$94,075
Re-Planting/Seeding Excavation Areas	23,500	SF	\$0.50	\$11,750
Irrigation System (including all components and mainline)	23,500	SF	\$2.15	\$50,525
90-Day Plant Establishment Period	1	LS	\$15,000.00	\$15,000
Tree Planting	34	EA	\$500.00	\$16,800
Site Amenities and Improvements				\$498,831
Concrete Walkway and Sidewalk	2,730	SF	\$10.00	\$27,300
Concrete Curb	1,047	LF	\$26.00	\$27,209
AC Paving	62,575	SF	\$7.00	\$438,022
Parking Striping	1	LS	\$8,300.00	\$8,300



JOHN ANSON FORD PARK COST ESTIMATE

Client: Gateway Watershed Management Authority
 Project: Feasibility Study for the Los Angeles River Upper Reach 2 WMP
 John Anson Ford Park, Phase 2
 Status: Preliminary Engineering Design

Prepared by: EAP
 Checked by: JLF

Date: Dec. 19, 2016

Description	Qty	Unit	Unit Price	Total
Start-up, Testing, Prepare Operations & Maintenance Manuals, and Prepare Record Drawings				\$35,000
SWPPP Implementation	1	LS	\$14,000.00	\$14,000
Start-up and Testing	1	LS	\$14,000.00	\$14,000
O&M Manuals	1	LS	\$3,500.00	\$3,500
Record Drawings	1	LS	\$3,500.00	\$3,500
SUBTOTAL				\$11,557,188

25% Contingency = \$2,889,297.12

TOTAL **\$14,446,486**

Notes:

- 1 This is an estimate only. These figures are supplied as a guide. Tetra Tech, Inc. is not responsible for the fluctuation in costs of labor, material, components, or unforeseen contingencies.
- 2 Estimated costs provided for construction bid items only. For example, estimates for materials testing, staking, and construction management are not included.
- 3 Unit costs are based on Caltrans historical data and RS Means 2008 cost data where available. The costs are approximately adjusted to 2016 dollars based on the Caltrans Construction Cost Index and RS Means Historical Cost Indexes, respectively.
- 4 Quantities are approximated based on Google Earth imagery.

Assumptions:

- 1 An inside storage depth of 13 feet was assumed for the underground storage reservoir.
- 2 Electrical requirements are unknown. Therefore, electrical components, quantities, and costs were assumed.
- 3 Excavated soils are suitable for backfill and are non-hazardous.

Table 4-4 Construction Costs, Phase 3.

JOHN ANSON FORD PARK COST ESTIMATE

Client: Gateway Watershed Management Authority
 Project: Feasibility Study for the Los Angeles River Upper Reach 2 WMP
 John Anson Ford Park, Phase 3
 Status: Preliminary Engineering Design

Prepared by: EAP
 Checked by: JLF

Date: Dec. 19, 2016

Description	Qty	Unit	Unit Price	Total
Miscellaneous				\$257,323
Mobilization / Demobilization (3% of Costs)	1	LS	\$247,323.00	\$247,323
Traffic Control	1	LS	\$10,000.00	\$10,000
Site Preparation and Demolition - Existing Park Area				\$204,175
Concrete Curb Removal	1,035	LF	\$5.00	\$5,175
AC Pavement Removal	49,000	SF	\$3.50	\$171,500
Tree Removal	26	EA	\$1,000.00	\$26,000
Irrigation Removal	1	LS	\$1,500.00	\$1,500
Storage				\$7,474,226
Excavation	76,560	CY	\$9.00	\$689,040
Shoring	57,024	SF	\$20.00	\$1,140,480
Backfill of Sides (Aggregate)	2,012	CY	\$30.00	\$60,360
Backfill and Compaction (On-site Materials)	39,955	CY	\$9.00	\$359,597
Hauling	36,605	CY	\$30.00	\$1,098,143
Underground Storage (1.2 ac, 13' deep)	611,583	CF	\$6.50	\$3,975,290
Subgrade (6" Stone Base)	1,289	CY	\$30.00	\$38,666
Maintenance Hole	2	EA	\$5,000.00	\$10,000
Flap Gate Valve	1	EA	\$200.00	\$200
Connector Pipe (24" RCP)	683	LF	\$150.00	\$102,450
Electrical Service, Controls, Instrumentation				\$60,000
Conduit & Wiring	1	LS	\$20,000.00	\$20,000
Misc. Conduit Fittings, Elbows, Core Drilling and Sealing, etc.	1	LS	\$10,000.00	\$10,000
Instrumentation	1	LS	\$30,000.00	\$30,000
Landscape and Irrigation Modifications				\$69,773
Re-Planting/Seeding Excavation Areas	17,650	SF	\$0.50	\$8,825
Irrigation System (including all components and mainline)	17,650	SF	\$2.15	\$37,948
90-Day Plant Establishment Period	1	LS	\$10,000.00	\$10,000
Tree Planting	26	EA	\$500.00	\$13,000
Site Amenities and Improvements				\$375,910
Concrete Curb	1,035	LF	\$26.00	\$26,910
AC Paving	49,000	SF	\$7.00	\$343,000
Parking Striping	1	LS	\$6,000.00	\$6,000
Start-up, Testing, Prepare Operations & Maintenance Manuals, and Prepare Record Drawings				\$50,000
SWPPP Implementation	1	LS	\$20,000.00	\$20,000
Start-up and Testing	1	LS	\$20,000.00	\$20,000
O&M Manuals	1	LS	\$5,000.00	\$5,000
Record Drawings	1	LS	\$5,000.00	\$5,000
SUBTOTAL				\$8,491,406

25% Contingency = \$2,122,851.61

TOTAL \$10,614,258

Notes:

- 1 This is an estimate only. These figures are supplied as a guide. Tetra Tech, Inc. is not responsible for the fluctuation in costs of labor, material, components, or unforeseen contingencies.
- 2 Estimated costs provided for construction bid items only. For example, estimates for materials testing, staking, and construction management are not included.
- 3 Unit costs are based on Caltrans historical data and RS Means 2008 cost data where available. The costs are approximately adjusted to 2016 dollars based on the Caltrans Construction Cost Index and RS Means Historical Cost Indexes, respectively.
- 4 Quantities are approximated based on Google Earth imagery.

Assumptions:

- 1 An inside storage depth of 13 feet was assumed for the underground storage reservoir.
- 2 Electrical requirements are unknown. Therefore, electrical components, quantities, and costs were assumed.
- 3 Excavated soils are suitable for backfill and are non-hazardous.



complex world | CLEAR SOLUTIONS™

4.3.2 Operations & Maintenance Cost

The operations and maintenance costs were developed on the basis that a service contractor would maintain the various components of the system. Operation of the system during wet weather and dry weather events will be managed by the City. Operations of the diversion structure will incorporate coordination and notifications to the Los Angeles County Flood Control District to ensure that there will be no effect to the flood control conveyance system operation. Table 4-5 estimates operations and maintenance costs on an annual basis.

Table 4-5. Annual Estimated Operations & Maintenance Costs

JOHN ANSON FORD PARK OPERATIONS AND MAINTENANCE ESTIMATE

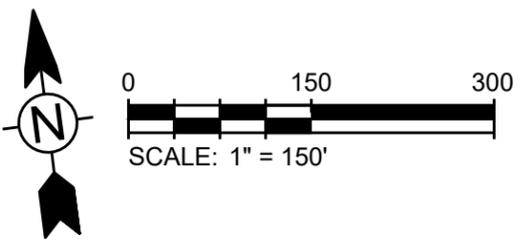
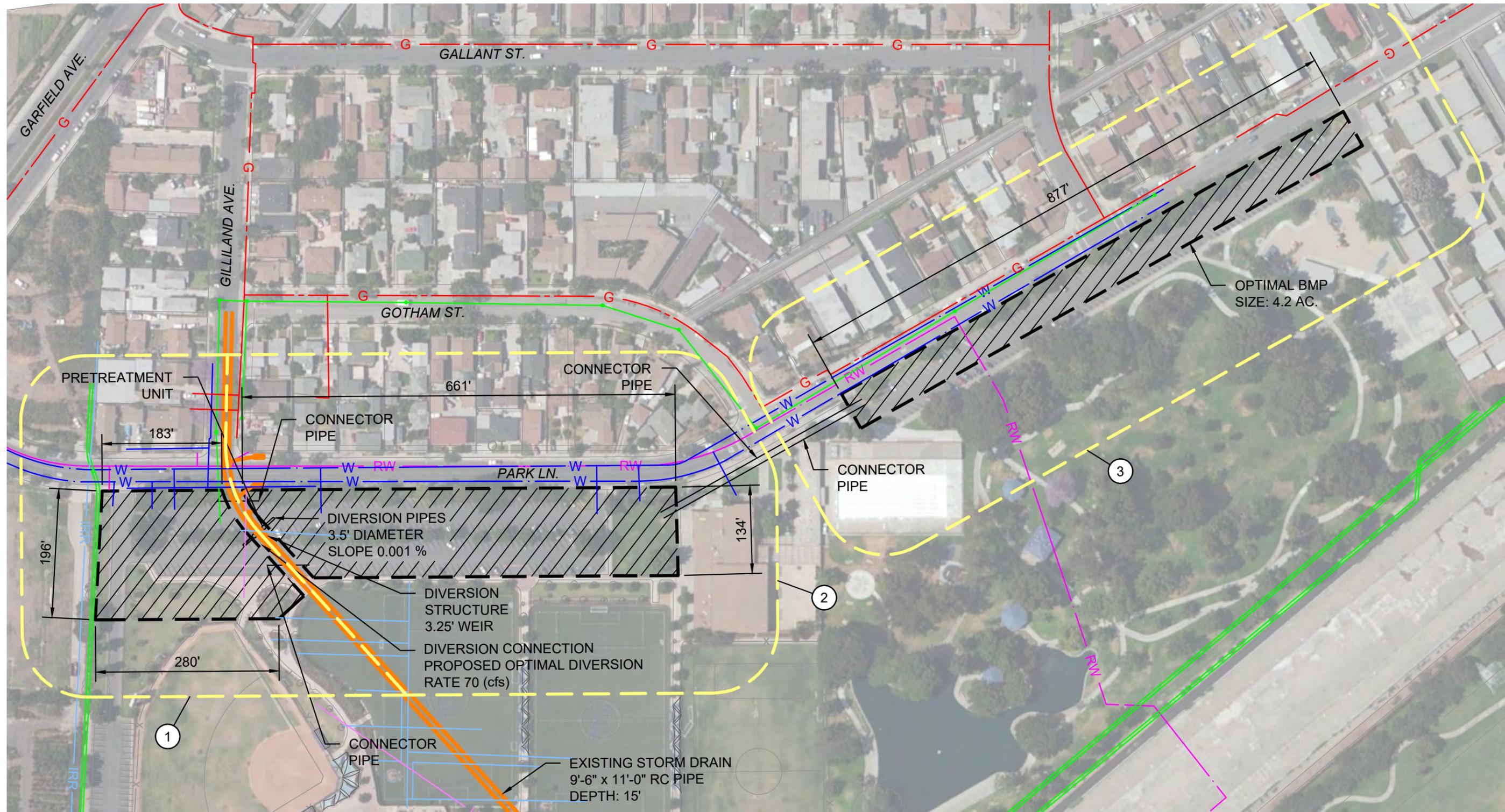
Client: Gateway Watershed Management Authority
 Project: Feasibility Study for the Los Angeles River Upper Reach 2 WMP
 John Anson Ford Park
 Operations and Maintenance (Annual Estimate)

Prepared by: EA
 Checked by: JLF

Date: Jan. 19, 2017

Description	Frequency	No. of Times per Year	Unit Price	Total
Common Maintenance Items				\$6,600
Vacuum Truck Rental	4x per year	4	\$1,650	\$6,600
Channel Diversion and Pretreatment				\$2,250
Diversion Structure - Inspection and Cleaning	Bi-annually	2	\$250	\$500
Pretreatment Device - Vacuum	Bi-annually	2	\$875	\$1,750
Storage				\$56,000
Dry Season Inspection and Cleaning (Vacuum)	Annually	1	\$14,000	\$14,000
Wet Season Inspection and Cleaning (Vacuum)	Monthly	3	\$14,000	\$42,000
TOTAL				\$64,850

EXHIBIT A: SITE PLAN



LEGEND	
— SD	(E) STORM DRAIN
— SS	(E) SANITARY SEWER
— W	(E) WATER LINE
— RW	(E) RECYCLED WATER LINE
— IRR	(E) IRRIGATION LINE
— G	(E) GAS LINE
— UE	(E) UNDERGROUND ELECTRIC
①	PHASE - SEE SPECIFICATIONS FOR PHASING PLAN DESCRIPTION

TETRA TECH
 www.tetratech.com
 3475 E. Foothill Blvd
 Pasadena, CA 91107
 Phone: (626) 351-4664 Fax: (626) 351-5291

GATEWAY WATER MANAGEMENT AUTHORITY
 FEASIBILITY STUDY FOR THE LOS ANGELES RIVER
 UPPER REACH 2 WATERSHED MANAGEMENT PROGRAM
**JOHN ANSON FORD PARK
 CONCEPTUAL SITE PLAN
 BMP FOOTPRINT ALTERNATIVES**

Project No.:	SDG-T35805
Date:	10/14/2016
Designed By:	JW
Supplemental	
EH-1	

EXHIBIT B: FACT SHEET

CONCEPT SITE DESCRIPTION: JOHN ANSON FORD PARK			
Landowner	City of Bell Gardens	Latitude	33°57'29.5"N
Date of Field Visit	06/02/2016	Longitude	118°09'14.2"W
Field Visit Personnel	JW, PS	Street Address	8000 Park Lane Bell Gardens, CA 90201
Major Watershed	Upper Los Angeles River	Available Area, acres	12.5

Existing Site Description: The existing site consists of multiple athletic fields including two baseball/softball fields and soccer fields. Two of the soccer fields are high quality synthetic turf. The athletic fields experience high use year round and draw groups from outside of the community. Two existing parking lots are experiencing rapid degradation and are in need of repair. Proposed BMPs will focus on diverting stormwater flow from the double box culvert storm drain passing through the park.

WATERSHED CHARACTERISTICS	
Drainage Area, acres	2,295
Impervious Drainage Area, %	78%
BMP footprint area	4.2 acres
Media & Gravel Depth	2 ft
Ponding Depth	10 ft

BMP CHARACTERISTICS	
Proposed BMP	Underground Storage/Infiltration Facility
Soil Type	Hanford/Tujunga Fine Sandy Loam
Field-measured composite Soil infiltration rate	1.7 in/hr
Depth to groundwater	40-50 ft

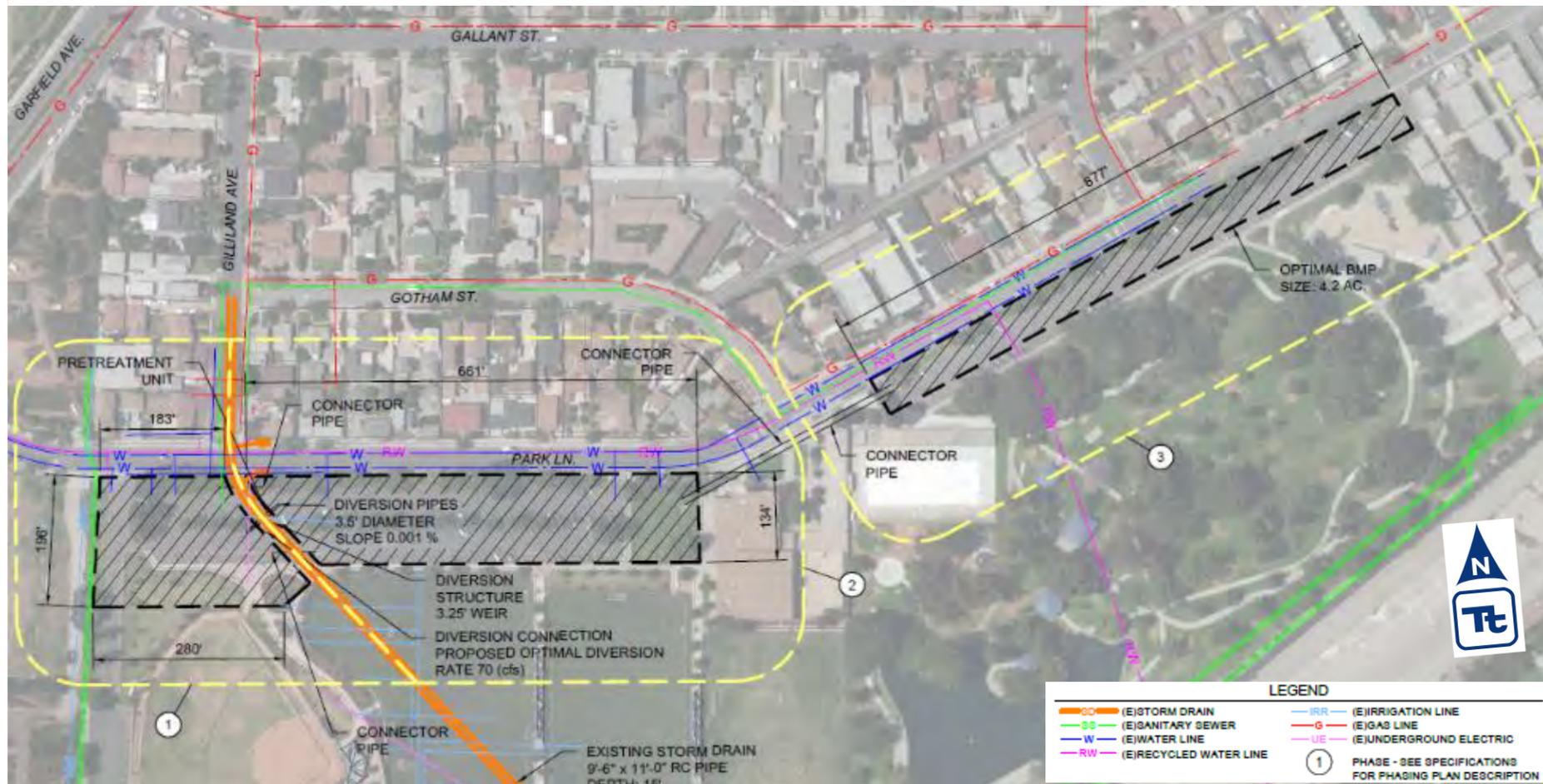
Proposed BMP Description: The proposed BMP will provide pollutant reduction and flood protection, with minimal interference with the sports complex within the park. The proposed BMP will be placed primarily beneath the parking lots on the northern edge of the park. The storage facility and diversion structure are designed to capture a significant portion of the 90th percentile critical-day zinc loading of the park's drainage area. The project will be implemented in three phases, to minimize the disruption to the park's recreational use.



BEST MANAGEMENT PRACTICE CONCEPTUAL DESIGNS FOR JOHN ANSON FORD PARK: REGIONAL CONTROL MEASURE

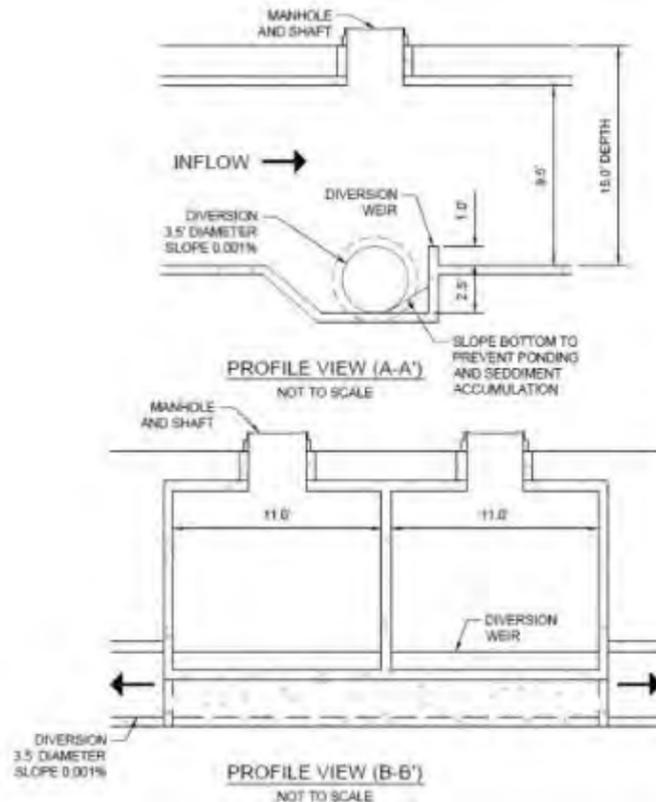
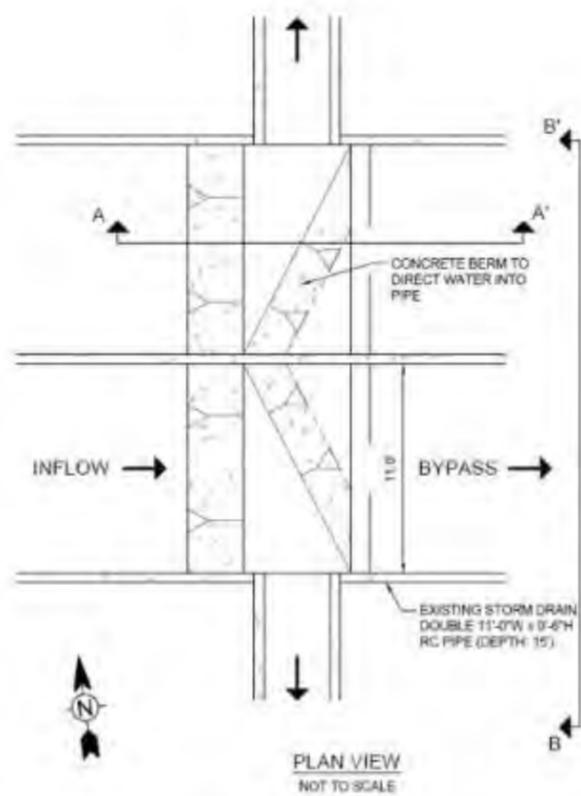


JOHN ANSON FORD PARK CONCEPTUAL SITE PLAN: BMP FOOTPRINT ALTERNATIVES



PROJECT CHARACTERISTICS	
DESIGN CRITERIA	90 TH %-ILE CRITICAL DAY ZINC, CRITICAL-YEAR BACTERIA
STORAGE CAPACITY, AC-FT	42
DESIGN DIVERSION RATE, CFS	70
DIVERSION TYPE	CHANNEL DIVERSION, WITH WEIR
PLANNING-LEVEL ESTIMATED COST (SEE NEXT SHEET)	\$33,967,801

JOHN ANSON FORD PARK CONCEPTUAL SITE PLAN: DIVERSION STRUCTURE



TYPICAL STORMTRAP SUBSURFACE SYSTEM



Source: County of Los Angeles

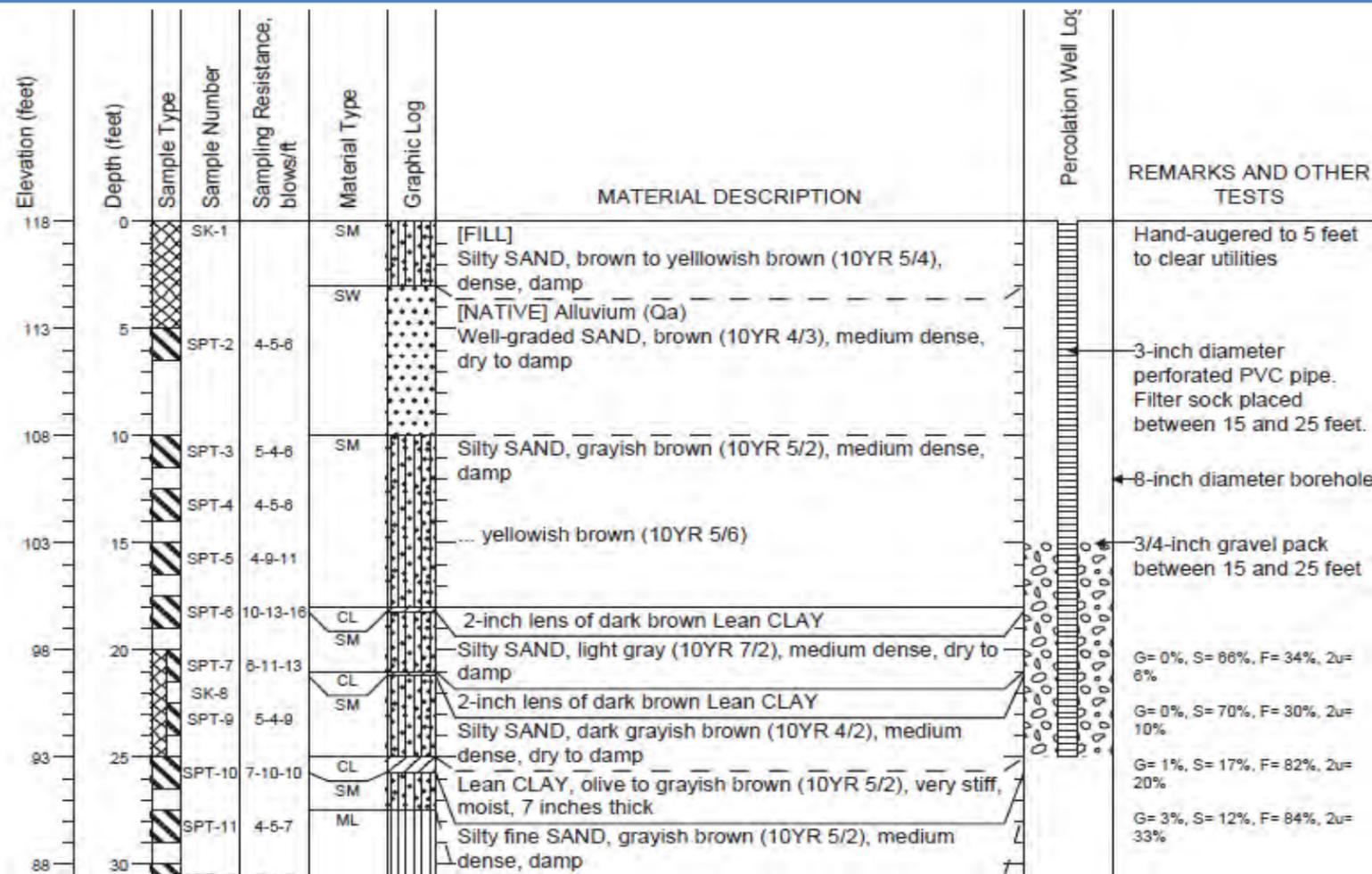
BEST MANAGEMENT PRACTICE CONCEPTUAL DESIGNS FOR
JOHN ANSON FORD PARK: REGIONAL CONTROL MEASURE





Description	Phase 1	Phase 2	Phase 3	Total
Miscellaneous	\$211,153	\$346,618	\$7,678,401	\$8,236,172
Storm Drain Diversion and Pretreatment	\$227,605	\$177,605	-	\$405,210
Site Preparation and Demolition - Existing Park Area	\$159,007	\$271,148	\$204,175	\$634,330
Storage	\$5,829,343	\$10,042,511	\$7,474,226	\$23,346,080
Electrical Service, Controls, Instrumentation	\$106,800	\$91,400	\$60,000	\$258,200
Landscape and Irrigation Modifications	\$69,340	\$94,075	\$69,773	\$233,188
Site Amenities and Improvements	\$287,989	\$498,831	\$375,910	\$1,162,730
Start-up, Testing, Prepare Operations & Maintenance Manuals, and Prepare Record Drawings	\$15,000	\$35,000	\$50,000	\$100,000
SUBTOTAL	\$6,906,237	\$11,557,188	\$8,491,406	\$26,954,832
25% Contingency	\$1,726,559	\$2,889,297	\$2,122,852	\$6,738,708
TOTAL	\$8,632,796	\$14,446,486	\$10,614,258	\$33,693,540

SOIL BORING FROM GEOTECHNICAL INVESTIGATION



TYPICAL HYDRODYNAMIC SEPARATOR PRETREATMENT DEVICE

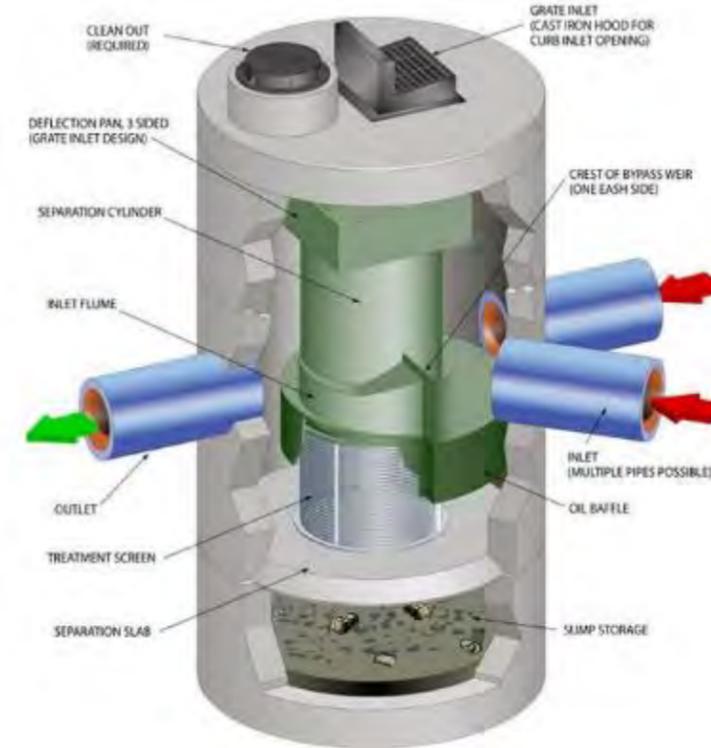


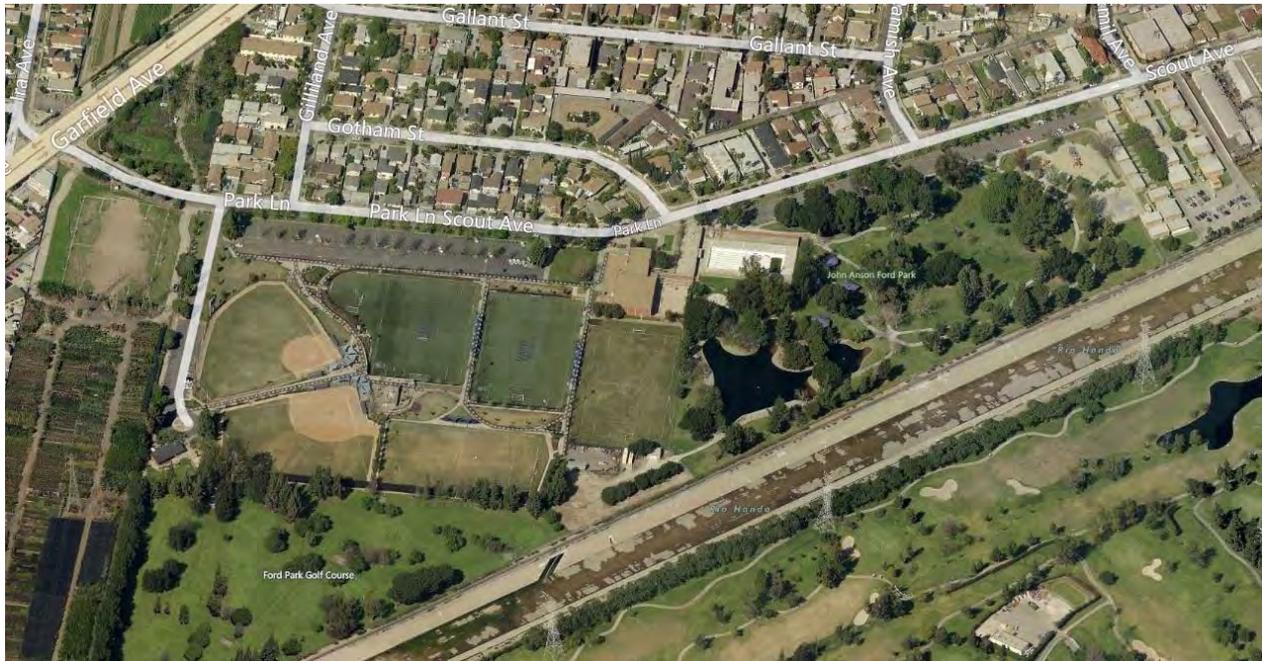
EXHIBIT C: GEOTECHNICAL INVESTIGATION AND INFILTRATION TESTING REPORT



Geotechnical Engineering • Engineering Geology

Preliminary Geotechnical Investigation and Infiltration Testing Report

JOHN ANSON FORD PARK City of Bell Gardens, California



Prepared for:

Tetra Tech
3475 E. Foothill Blvd
Pasadena, CA 91107

Prepared by:

Tetra Tech BAS GeoScience
1360 Valley Vista Drive
Diamond Bar, California 91765

November 4
Project No. TET 16-91E



Project No. TET 16-91E
November 4, 2016

Mr. Oliver Galang
Tetra Tech
3475 E. Foothill Blvd
Pasadena, CA 91107

Subject: **PRELIMINARY GEOTECHNICAL INVESTIGATION
AND INFILTRATION TESTING REPORT
JOHN ANSON FORD PARK
8000 Park Lane
City of Bell Gardens, California**

Dear Mr. Galang:

Presented herein is Tetra Tech BAS GeoScience's geotechnical investigation and infiltration testing report for the proposed stormwater capture and infiltration system at John Anson Ford Park located at 8000 Park Lane, City of Bell Gardens, California. This report summarizes the results of our geotechnical investigation to characterize the soils below the invert of the proposed infiltration facilities and the results of the boring percolation testing. This report is a stand-alone document and is intended to provide preliminary geotechnical parameters to determine the feasibility of the infiltration system and its conceptual design.

We appreciate the opportunity to provide our professional services on this project. If you have any questions regarding this report or if we can be of further service, please do not hesitate to contact the undersigned.

Respectfully submitted,
Tetra Tech BAS GeoScience

Fernando A. Cuenca M
Fernando Cuenca, Ph.D., P.E.
Project Engineer



Andrew McLarty
Andrew McLarty, M.Sc., P.G.
Project Geologist



Peter Skopek
Peter Skopek, Ph.D., G.E.
Principal



Distribution: Addressee (pdf by email Oliver.Galang@tetrattech.com)
Jason Wright (pdf by email Jason.Wright@tetrattech.com)

Filename: 2016-11-04 John Anson Ford Park - Infiltration Testing RPT.docx

TABLE OF CONTENTS

	<u>Page</u>
1. INTRODUCTION	1
2. SCOPE OF WORK.....	2
3. PROJECT DESCRIPTION.....	3
4. SUBSURFACE EXPLORATION.....	4
5. LABORATORY TESTING.....	5
6. SUBSURFACE CONDITIONS	6
6.1. REGIONAL GEOLOGY	6
6.2. SITE GEOLOGY	6
6.3. ARTIFICIAL FILL.....	7
6.4. ALLUVIUM	7
6.5. GROUNDWATER	7
7. FIELD PERCOLATION TESTING.....	9
8. ESTIMATED SATURATED PERMEABILITY.....	10
9. RECOMMENDATIONS	12
10. LIMITATIONS.....	13
11. SELECTED REFERENCES	14

Figures

- Figure 1 – Project Location Map
- Figure 2 – Project Layout and Boring Location Map
- Figure 3 – Geology Map
- Figure 4 – Historic High Groundwater Map

Appendices

- Appendix A – Logs of Exploratory Boring and Percolation Borehole
- Appendix B – Laboratory Testing
- Appendix C – Logs of Percolation Testing

1. INTRODUCTION

This report presents the results of Tetra Tech BAS GeoScience's preliminary geotechnical engineering evaluation for the proposed stormwater capture and infiltration facilities to be located at John Anson Ford Park at 8000 Park Lane, City of Bell Gardens, California (see Figure 1). The proposed facilities will be located along the northern boundary of the park currently used as parking lots. These parking lots are located adjacent to Park Lane and Scout Avenue (see Figure 2).

2. SCOPE OF WORK

Tetra Tech BAS GeoScience's scope of services for this project consisted of the following tasks:

- Review of readily available background data in the vicinity of the proposed infiltration facilities.
- Perform a reconnaissance site visit to observe ground conditions and mark boring locations.
- Coordinate with the City of Bell Gardens engineering staff, park personnel, and Underground Service Alert (USA) for clearance of buried on-site utilities prior to drilling.
- Conduct a subsurface investigation, including excavating, logging, and sampling of one soil exploratory boring to a maximum depth of 46.5 feet.
- Install one percolation boring within 5 to 10 feet of the soil exploratory boring, and perform a boring percolation test in general accordance with the County of Los Angeles guidelines GS200.1 (2014).
- Abandon the exploratory and percolation borings in accordance with Los Angeles County Department of Public Health (LACDPH) requirements.
- Perform laboratory testing of selected samples recovered from the exploratory boring to preliminarily evaluate geotechnical engineering properties of the on-site soils.
- Evaluate the geotechnical data collected to develop preliminary recommendations for the suitability of the infiltration facilities at the site at the tested depths.
- Prepare this written report documenting the work performed, physical data acquired, and preliminary geotechnical recommendations for the initial screening of the proposed infiltration facilities.

3. PROJECT DESCRIPTION

The Gateway Water Management Authority is in the process of implementing a watershed management program that establishes the reduction of pollutants through a strategy that includes water capture and infiltration, as well as water capture and use. The Gateway Water Management Authority has identified in its Water Management Plan (WMP) 6 regional projects that will include the following capture/infiltration Best Management Practices (BMPs):

1. John Anson Ford Park in the City of Bell Gardens.
2. Randolph Street Green Rail Trail in the City of Maywood.
3. LADPW Transmission Easement in the City of Vernon.
4. Rosewood Park in the City of Commerce.
5. Lugo Park in the City of Cudahy.
6. Salt Lake Park in Huntington Park.

This report addresses the preliminary design for the capture/infiltration BMP at John Anson Ford Park in the City of Bell Gardens. Some of the anticipated design parameters of the capture/infiltration BMP are listed in Table 1.

Table 1
BMP General Description

BMP Name	City	Approximate Footprint Area (square feet/acres)	Approximate Length (feet/miles)	Water Design Volume (acre-feet/cubic feet)	Assumed Depth of Invert (feet)
John Anson Ford Park	Bell Gardens	544,500 / 12.5	N/A	72 / 3,124,000	20-25

The objectives of the project include:

- Capturing dry-weather runoff during dry weather;
- Capturing at least the first flush of wet-weather run-off to reduce the load of pollutants transported downstream.

The purpose of this preliminary investigation was to determine the characteristics of the subsurface materials below the invert of the proposed infiltration facilities at the site and to determine the infiltration rates of the subsurface materials at and immediately below the invert for preliminary screening and for developing conceptual design for the infiltration facilities. The invert of the proposed infiltration facilities is expected to be at a depth of about 20-25 feet below the current grade.

4. SUBSURFACE EXPLORATION

The subsurface soil and groundwater conditions beneath the site were explored on July 12, 2016 and included the drilling, logging, and sampling of one hollow stem auger exploratory boring B-1 located in the general area of the proposed capture/infiltration facility. In addition, one percolation boring denoted P-1 was excavated on the same date within 5 to 10 feet of the exploratory boring.

Prior to starting the field exploration program, a field reconnaissance was conducted to observe surface conditions and to mark the locations of the planned boreholes. Underground Service Alert and City of Bell Gardens personnel were notified of the boring locations at least 48 hours prior to drilling.

The hollow stem auger borings were excavated using a truck-mounted drill rig equipped with an 8-inch diameter auger at the approximate locations indicated on Figure 2 - Project Layout and Boring Location Map. The exploratory boring was advanced to a depth of approximately 46.5 feet, i.e., about 20-25 feet below the depth of the proposed infiltration facility invert. The percolation boring was drilled to a depth of 25 feet.

Bag samples were retrieved at selected depths during drilling of the exploratory borings. Standard Penetration Testing (SPT) was performed using an SPT sampler driven by an automatic 140-pound hammer with a drop of 30 inches in general accordance with ASTM D1586. The hammer calibration record indicates an energy transfer ratio of 82 percent. Continuous sampling was carried out at B-1 between the depths of 10 and 30 feet to better characterize the hydraulic properties of the materials within 5 to 10 feet below the invert of the proposed infiltration facility.

The soil boring was surface-logged by a Registered Engineering Geologist in general accordance with the visual-manual procedure for description and identification of soils, ASTM D2488. The engineering geologist prepared the recovered samples for subsequent reference and laboratory testing. At the completion of drilling the exploratory and percolation borings were backfilled with cement-bentonite grout in accordance with LACDPH requirements. The soil boring log is presented in Appendix A. A schematic of the installation of the percolation boring is also included in the soil boring log.

5. LABORATORY TESTING

Laboratory tests were performed on selected samples recovered from the soil borings to aid in the classification of soils and to evaluate pertinent engineering properties of the soils at the site. The following test was performed:

- Particle Size Analysis of Soils, ASTM D422

Results of the laboratory test are presented in Appendix B. For ease of referral to the soil profile, the laboratory results have also been included on the boring log in Appendix A.

6. SUBSURFACE CONDITIONS

6.1. Regional Geology

The subject site lies 0.9 miles east of the Los Angeles River within the southern coastal plain of the greater Los Angeles Basin. The Los Angeles Basin is located within Peninsular Ranges geomorphic province characterized as a low-lying plain that rises gently inland to the surrounding mountains and hills including the Santa Monica and San Gabriel Mountains to the north, Puente Hills to the northeast, the Santa Ana Mountains to the southeast, and the San Joaquin hills to the south. The Peninsular Range is dominated by northwest-southeast trending blocks separated by similar trending strike-slip faults. The Los Angeles Basin is approximately 50 miles long and 25 miles wide and is an active structural depression that is still receiving sediment eroded from surrounding hills and mountains. The Basin contains marine and continental deposits approximately 33,000 feet thick of Miocene to early Pleistocene age Repetto, Pico, San Pedro, and Lakewood Formations and Miocene-age Monterey and Puente Formations. These rocks are overlain by unconsolidated and semi-consolidated Quaternary marine and continental sediments (see Figure 3 - Geology Map). The marine and continental sediments all rest on Mesozoic schist basement complex.

The Los Angeles Basin contains 4 structural divisions: the southwestern block, the northwestern block, the northeastern block, and the central block. The subject site is located within the central block. The central block of the Los Angeles Basin is bounded on the southwest by the Newport-Inglewood fault zone, to the north northwest by the Santa Monica fault zone and to the northeast by Whittier-Elsinore fault zone. The structural trend of these faults have produced a combination of localized faults and folds within the basin including the Puente Hills, Elysian Hills and Coyote Hills faults.

The site lies between 2 active faults, mapped by the U.S. Geologic Survey, the Newport-Inglewood fault zone and the Whittier-Elsinore fault zones. These faults lie approximately 7.2 and 6.1 miles southwest and northeast of the subject site, respectively. Displacement along Newport-Inglewood fault has been estimated to be as great as 5,000 feet of right-lateral offset, and 4,000 feet of vertical offset. A magnitude 6.4 earthquake, the Long Beach earthquake, occurred on this fault in 1933 (Norris and Web, 1990).

6.2. Site Geology

Based on a review of existing geologic literature and subsurface exploration, the site is underlain by younger alluvial fan deposits associated with the Los Angeles Basin of Holocene to Late Pleistocene age. Based upon the findings from our subsurface investigation, the project site is mantled by artificial man-made fill soils approximately 3 feet thick. Beneath the fill, younger alluvial soils made up of sands, silty sands, and sandy silts were encountered to the base of the exploration at a depth of 46.5 feet. Generalized descriptions of the encountered units are provided below. Detailed descriptions of the encountered soil conditions are presented on the boring log in Appendix A. The findings from our exploration are in general agreement with the findings from soil explorations by others within 0.6 miles of the site including:

- Geotracker DMW-5 submitted by Stantec-BP, drilled to a depth of 85 feet on September 2005, located approximately 0.6 miles southwest of the site indicates that the subsurface soils at that location consist mainly of interspersed layers of clayey sands, silts, and silty sands to a depth of 47 feet underlain by silty sands and clean sands extending to the maximum explored depth.
- Geotracker AS/SVE-1 submitted by Stantec-BP, drilled to a depth of 74 feet on August 2005, located approximately 0.6 miles southwest of the site indicates that the subsurface soils at that location consist mainly of interspersed layers of clayey sands, silts, and silty sands to a depth of 44 feet underlain by silty sands and clean sands extending to the maximum explored depth.
- Geotracker CB-1 submitted by Wayne Perry, drilled to a depth of 71 feet on June 2008, located approximately 0.3 miles northeast of the site (on the east side of the Rio Hondo River Channel) indicates that the subsurface soils at that location consist mainly of interspersed layers of clayey sands, silts, and silty sands to a depth of 28 feet underlain by sands extending to the maximum explored depth.

6.3. Artificial Fill

Fill associated with possible grading activities at the park was encountered in the boring advanced for the current study to a depth of about 3 feet. The fill materials consisted mainly of dense silty sands.

6.4. Alluvium

Alluvial soils were encountered below the fill soils and consisted of medium dense sands and silty fine sands, with some interspersed thin lenses (up to 2 inches thick) of clay to a depth of 27.5 feet. These soils were typically dark brown to brown in color. Underlying these sandy materials was a layer of stiff silt extending to a depth of 45 feet. Underlying the silt materials a layer of silty sand was encountered for the remaining 1.5 feet of the exploration to the maximum depth of 46.5 feet.

6.5. Groundwater

According to the State of California (CDMG, 1998), the historic high groundwater level near the site has been mapped at a depth of about 8 feet (Figure 4 - Historic High Groundwater Map). During our subsurface explorations, groundwater was not encountered in the soil boring to a depth of 46.5 feet.

A review of the database from the Los Angeles County Department of Public Works (LACDPW) for nearby wells (<http://dpw.lacounty.gov/general/wells/>) and geotracker database (<http://geotracker.waterboards.ca.gov/map/>) indicates the following high groundwater depths:

- LACDPW Well ID 1543F State # 2S12W28N03 (data available from January 1950 to April 2006) located approximately 0.3 miles north of the site indicates a minimum groundwater depth of 70 feet on January 1950.

- LACDPW Well ID 1544G State # 2S12W33M01 (data available from March 1956 to October 2013) located approximately 0.3 miles south of the site (east of the Rio Hondo River channel) indicates a minimum groundwater depth of 70 feet on January 1950.
- LACDPW Well ID 1554G State # 2S12W33L03 (data available from February 1930 to June 2016) located approximately 0.3 miles south of the site (east of the Rio Hondo River channel) indicates a seemingly anomalous record consisting of a single spike of minimum groundwater depth of 22.5 feet on March 1996, and a more reliable record of minimum groundwater depth of 44.1 feet on June 1997.
- Geotracker Well SL373452448 – MW-52A1 (data available from December 2008 to January 2016) located approximately 0.6 miles to the southwest of the site indicates a minimum groundwater depth of 65 feet on April 1994.
- Geotracker Well cluster T0603702949 - MW1, MW2, and MW3 (data available only for May 2002) located approximately 0.5 miles to the northwest of the site indicates a minimum groundwater depth at these monitoring wells ranging between 48.5 and 57.6 feet.
- Geotracker Well cluster T0603703437 - MW1 through MW-11 (data available from November 2001 and November 2004) located approximately 0.7 miles to the northeast of the site (east of the Rio Hondo River channel) indicates a minimum groundwater depth of 49.7 feet on MW-1 on November 2001.

Based on the assessment of the local stratigraphy and local topography, it is our opinion that the LACDPW wells and the geotracker wells can be utilized for interpretation of the project groundwater conditions. Therefore, it is our conclusion that the groundwater at the site has been deeper than 44 feet within the last 50 years.

Fluctuations of the groundwater level, localized zones of perched water, and increased soil moisture content should be anticipated during and following the rainy season. Irrigation of landscaped areas on or adjacent to the site can also cause a fluctuation of local groundwater levels. Evaluation of such factors is beyond the scope of our services.

7. FIELD PERCOLATION TESTING

Tetra Tech BAS GeoScience performed one percolation test denoted P-1 using the boring percolation test procedure described in the LACDPW GS200.1 guidelines. P-1 boring for percolation testing was installed within 5 to 10 feet from boring B-1 to a depth of 25 feet. A 3-inch-diameter perforated PVC pipe with 5/8-inch-diameter holes was installed. The casing was wrapped in a protective cloth sock to limit the migration of soil particles. The pipe was surrounded by a free draining gravel pack. A diagram of the installed borehole used for percolation testing is included in the boring log in Appendix A.

The percolation borehole was presoaked for at least 2 hours before the test. Presoaking and infiltration testing were conducted on July 12, 2016. Initial presoaking was done by filling the boreholes with water 5 feet above the bottom of the borehole, this was done three times since the water seeped completely away within 30 minutes. The time interval between readings was subsequently changed from 30 mins to 10 mins as required by the GS 200.1. For the percolation testing an attempt was made to maintain the water level at about 3.5 feet above the bottom of the borehole. The readings to determine the water depth during the percolation tests were taken with a well sounder; at least 7 readings were taken, however testing was not completed until a stabilized drop rate was established as defined by the GS 200.1. A log of the percolation testing is included in Appendix C.

The field percolation rate expressed in inches per hour needs to be adjusted as explained below and in the percolation log. In order to account for discharge of water from the sides and the bottom of the boring (i.e. non-vertical flow) a correction factor R_f is applied. Furthermore, the field percolation rate needs to be corrected to consider the site subsurface variability using a factor CF_v (typical range between 1 and 3). A value of 3 was used herein because only one boring was drilled at the site. Lastly, a factor to account for long-term siltation, plugging and maintenance CF_s (typical range between 1 and 3) is considered. A factor CF_s of 2 has been conservatively used herein to account for long-term siltation even with some level of pretreatment.

The results of the percolation testing are summarized in Table 2. The results indicate that the design infiltration rate of about 1.7 inches/hour is higher than the minimum of 0.3 inches/hour required by the LACDPW guidelines and corresponds to soils with good permeability and good drainage characteristics. This is further confirmed by our soil exploration which consistently characterized the soils as coarse grained soils from a depth of 3 feet down to a depth of 27.5 feet.

Table 2
Adjusted Percolation Rates

Boring Percolation Test No.	Adjacent Boring No.	Infiltration Rate (inches/hour)
P1	B-1	1.7

8. ESTIMATED SATURATED PERMEABILITY

As previously discussed the herein effort is intended to provide preliminary screening information for evaluation of the suitability of this site for the proposed infiltration BMP. In order to further assist with this effort the following analyses were performed to preliminarily evaluate the effect of the deeper soil intervals that are likely to be engaged for percolation of water from the fully loaded BMP. This analysis is intended to be eventually superseded by further percolation tests. An estimate of the saturated soil field permeability at the invert level was calculated for verification purposes from the grain size distributions using the approximation based on Massmann (2003) formula:

$$\log_{10}(K_{sat}) = -1.57 + 1.9D_{10} + 0.015D_{60} - 0.013D_{90} - 2.08 f_{fines}$$

where:

- K_{sat} is the saturated permeability in cm/s
- D_{10} is the grain size in mm for which 10% of the sample is finer
- D_{60} is the grain size in mm for which 60% of the sample is finer
- D_{90} is the grain size in mm for which 90% of the sample is finer
- f_{fines} is the ratio or fraction by weight that passes the # 200 sieve

Similarly, as for the percolation testing results, the calculated saturated permeability was further adjusted using a site subsurface variability factor CF_v of 3 and a long-term siltation factor CF_s of 2. The computed permeabilities are shown in Table 3.

Table 3
Computed Permeabilities from Grain Size Distributions

Boring and Sample No.	USCS Classification	Sample Depth (ft)	Applicable Depth Interval (ft)	Computed Permeability (inches/hour)
B-1 SPT-7	SM	20-21.5	20-22.5	1.27
B-1 SPT-9	SM	22.5-24	22.5-27.5	1.51
B-1 SPT-11	ML	27.5-29	27.5-45	0.11

An equivalent saturated permeability K_{equiv} for any depth interval may be computed using the following formula:

$$K_{equiv} = \frac{d}{\sum \frac{d_n}{K_{sat_n}}}$$

where:

- K_{equiv} is the average saturated permeability over the depth range considered
- K_{sat_n} is the saturated permeability of layer n within the soil column considered

- d is the total thickness or depth of the soil column
 d_n is the thickness of layer n within the soil column considered

Although permeabilities are not directly equivalent to infiltration rates, they are usually relatively close to each other for this type of field percolation testing because hydraulic gradients during field testing are for practical purposes relatively close to 1. For comparison and calibration purposes, the saturated permeability was calculated for the soil interval tested by the herein percolation testing, i.e., for the depth interval between 22 to 26 feet. The calculated permeability is 1.5 inches/hour which matches well the tested percolation rate of 1.7 inches/hour and thus validates the calculated permeability concept.

Below a depth of 27.5 feet fine-grained materials consisting of silts were encountered. For any infiltration program that could potentially engage soils below a depth of about 27.5 feet the saturated permeability/infiltration rate would decrease significantly. This fact highlights the importance of performing further infiltration testing at the site and the need to perform proper hydrogeological modelling of the site.

9. RECOMMENDATIONS

Based on the current soil exploration program, the soils at the site below the invert of the proposed infiltration facilities were observed to range from silty sands to well graded sands with good drainage characteristics to a depth of about 27.5 feet. These soils correspond to Hydrologic Soil Group (HSG) B as described in USDA (2007). The design infiltration rate of about 1.7 inches/hour is above the minimum required infiltration rate established by the LACDPW guidelines for on-site infiltration systems of 0.3 inches/hour and therefore the soils at the site are preliminarily considered suitable for infiltration use. However, below a depth of 27.5 feet, fine-grained soils consisting mainly of silts, corresponding to HSG C, were encountered to a depth of 45 feet that could prevent effective long term infiltration. Laboratory testing confirmed the USCS field soil classifications and the HSG's classifications.

Although the historic groundwater depth has been mapped at 8 feet at the site, the available data within the last 50 years indicate that the high groundwater depth is at least 44 feet, which provides a more likely scenario for the anticipated design life of the project.

The tests performed in this investigation are preliminary in nature and therefore should only be used for preliminary screening purposes for several reasons including:

- The number of explorations and percolation testing locations is not sufficient to characterize reliably the infiltration characteristics of the soils over the whole areal extent of the proposed capture/infiltration facilities at the site.
- The length of time of the percolation testing may not have been sufficient to engage the deeper silts that could affect long term percolation rates and create potential mounding.
- The percolation testing method used in this preliminary phase does not meet LACDPW Standards for large volumes of stormwater to be infiltrated (larger than 1,337 cubic feet). For large design infiltration volumes the large scale infiltration testing method specified by the LACDPW for new percolation basins can be used, or per personal communications with the LACDPW, alternatives such as the Washington Pilot Infiltration Test (PIT) or infiltration testing using large diameter borings could be used instead.

It is recommended that if infiltration potential is considered viable at this site and will continue to be pursued based on the results of the preliminary field infiltration testing, then adequate hydrogeological modeling should be performed to verify that the facility would perform adequately under the design hydrological conditions.

10. LIMITATIONS

The preliminary recommendations and opinions expressed in this report are based on Tetra Tech BAS GeoScience's review of background documents and on information obtained from field explorations and the associated laboratory testing. It should be noted that this study did not evaluate the possible presence of hazardous materials on any portion of the site.

Conditions not observed and described in this report may be present on the site. Uncertainties relative to subsurface conditions can be reduced through additional subsurface exploration and large scale field infiltration testing. Additional subsurface evaluation, field infiltration testing, and laboratory testing can be performed upon request. It should be understood that conditions different from those anticipated in this report may be encountered during grading operations. Furthermore, it is anticipated that the results of this report will be used only for preliminary screening purposes to ascertain the viability of infiltration at the proposed site and develop preliminary conceptual plans.

Site conditions, including groundwater level, can change with time as a result of natural processes or the activities of man at the subject site or at nearby sites. Changes to the applicable laws, regulations, codes, and standards of practice may occur as a result of government action or the broadening of knowledge. The findings of this document may, therefore, be invalidated over time, in part or in whole, by changes over which Tetra Tech BAS GeoScience has no control. Therefore, this report should be reviewed and recertified if it were to be used for a project design commencing more than 1 year after the date of issuance of this report.

Tetra Tech BAS GeoScience's recommendations for this site are dependent upon appropriate quality control of the excavation for the construction of the proposed capture/infiltration BMP. Accordingly, the recommendations are made contingent upon the opportunity for Tetra Tech BAS GeoScience to review the design plans and to observe grading and BMP installation operations. If parties other than Tetra Tech BAS GeoScience are engaged to provide such services, such parties must be notified that they will be required to assume complete responsibility as the Geotechnical Engineer of Record for the geotechnical phase of the project by concurring with the recommendations in this report and/or by providing alternative recommendations.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. Tetra Tech BAS GeoScience should be contacted if the reader requires additional information or has questions regarding the content, interpretations presented, or completeness of this document. Reliance by others on the data presented herein or for purposes other than those stated in the text is authorized only if so permitted in writing by Tetra Tech BAS GeoScience. It should be understood that such an authorization may incur additional expenses and charges.

Tetra Tech BAS GeoScience has endeavored to perform its evaluation using the degree of care and skill ordinarily exercised under similar circumstances by reputable geotechnical professionals with experience in this area in similar soil conditions. No other warranty, either expressed or implied, is made as to the conclusions and recommendations contained in this report.

11. SELECTED REFERENCES

- California Department of Conservation, Division of Mines and Geology, 2008, Guidelines for Evaluation and Mitigation of Seismic Hazards in California: Special Publication 117.
- California Department of Conservation, Division of Mines and Geology, 1999, State of California, Seismic Hazard Zones, Long Beach Quadrangle, Official Map, released March 25, 1999, Scale 1:24,000.
- California Department of Conservation, Division of Mines and Geology, 1998a, Seismic Hazard Zone Report for the Long Beach 7.5-Minute Quadrangle, Los Angeles County, California.
- California Department of Conservation, State of California Geologic Survey, 2003, Geologic Map of the Long Beach 30' x 60' Quadrangle, California.
- City of Seattle, 2016. Stormwater Manual, Appendix D, Subsurface Investigation and Infiltration Testing for Infiltrating BMPs, January 2016.
- County of Los Angeles, Department of Public Works (DPW), 2014, Administrative Manual, Guidelines for Design, Investigation, and Reporting Low Impact Development Stormwater Infiltration. GS200.1, Alhambra, California, dated December 31, 2014.
- County of Los Angeles, Department of Public Works (DPW), 2014, Low Impact Development Standards Manual, Alhambra, California, dated February, 2014.
- Department of Ecology State of Washington, 2014. 2012 Stormwater Management Manual for Western Washington as Amended in December 2014 (The 2014 SWMMWW). Publication Number 14-10-055.
- Massmann, Joel & Carolyn Butchart, U. of Washington Infiltration Characteristics, Performance, and Design of Storm Water Facilities, March 2000.
- Naval Facilities Engineering Command (NAVFAC), 1982. Soil Mechanics, Foundations and Earth Structures. Design Manuals 7.01 and 7.02.
- United States Department of Agriculture (USDA) Natural Resources Conservation Service, 2007. National Engineering Handbook - Part 630 Hydrology. Chapter 7, Hydrologic Soil Groups.
- Terzaghi, K., Peck R., and Mesri G., (1996), Soil Mechanics in Engineering Practice, Third Edition, Published by Wiley-Interscience, February 7, 1996.

Figures

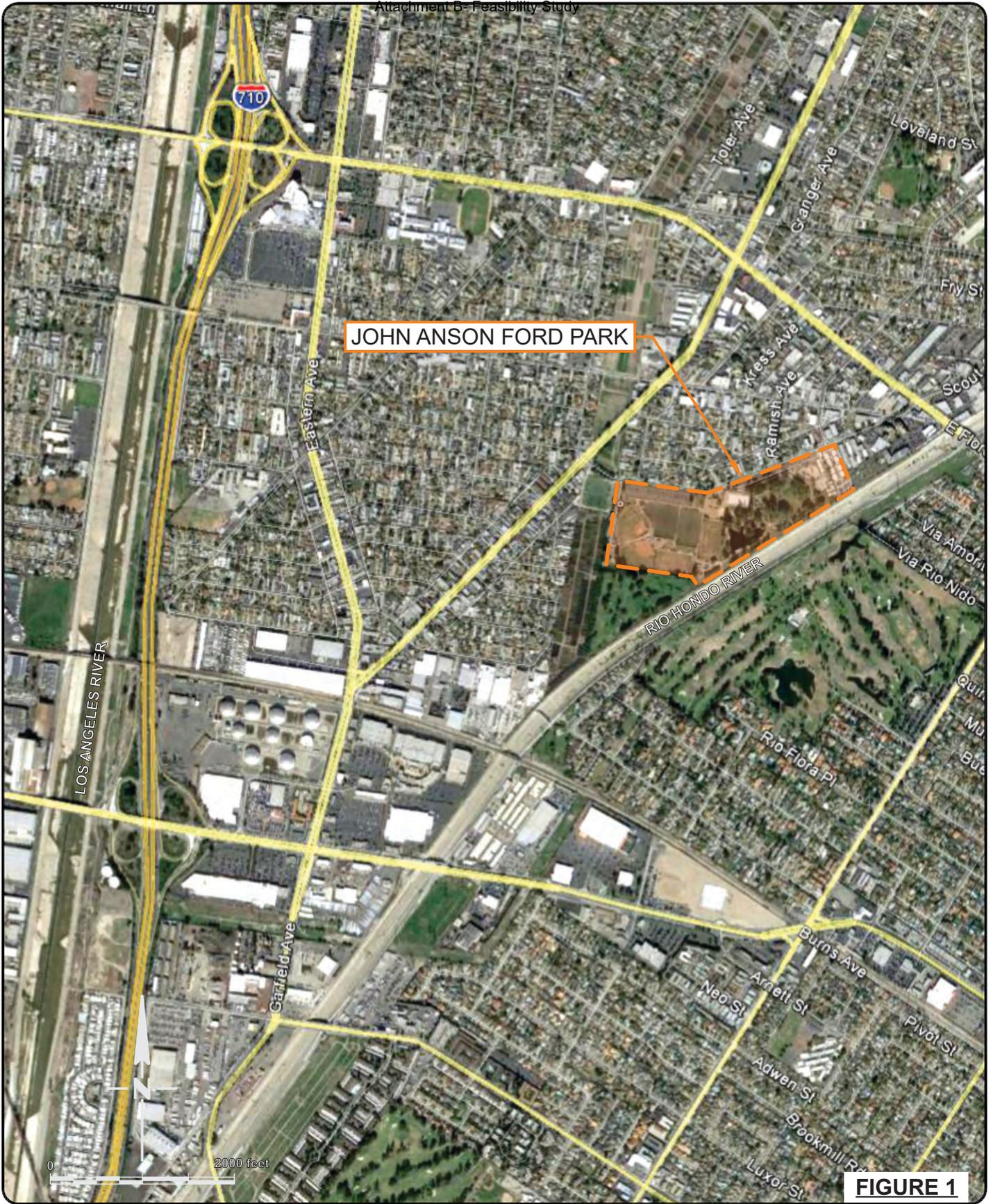


FIGURE 1



1360 Valley Vista Drive, Diamond Bar, CA 91765
 TEL 909.860.7777 FAX 909.860.8017

LA RIVER WATERSHED MANAGEMENT - GATEWAY CITIES

SITE LOCATION MAP
 JOHN ANSON FORD PARK
 CITY OF BELL GARDENS

JOB NO.
 TET 16-91E

DATE
 OCTOBER 2016

DRAWN BY
 AHM

CHECKED BY
 FC

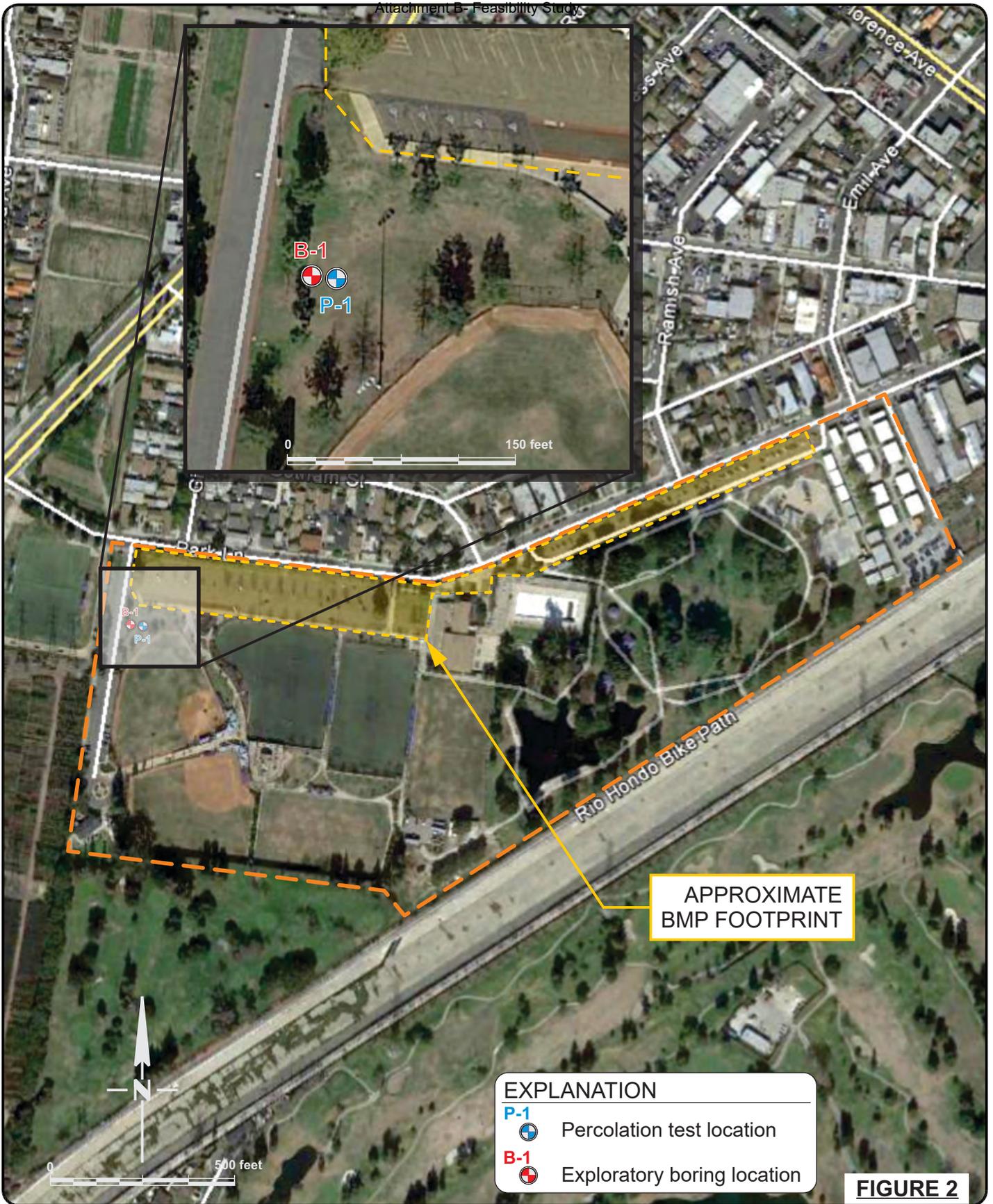


FIGURE 2



TETRA TECH

1360 Valley Vista Drive, Diamond Bar, CA 91765
 TEL 909.860.7777 FAX 909.860.8017

LA RIVER WATERSHED MANAGEMENT - GATEWAY CITIES

BORING LOCATION MAP
 JOHN ANSON FORD PARK
 CITY OF BELL GARDENS

JOB NO.
 TET 16-91E

DATE
 OCTOBER 2016

DRAWN BY
 AHM

CHECKED BY
 FC



FIGURE 3



TETRA TECH

1360 Valley Vista Drive, Diamond Bar, CA 91765
 TEL 909.860.7777 FAX 909.860.8017

LA RIVER WATERSHED MANAGEMENT - GATEWAY CITIES

GEOLOGIC MAP
JOHN ANSON FORD PARK
CITY OF BELL GARDENS

JOB NO.
 TET 16-91E

DATE
 OCTOBER 2016

DRAWN BY
 AHM

CHECKED BY
 FC

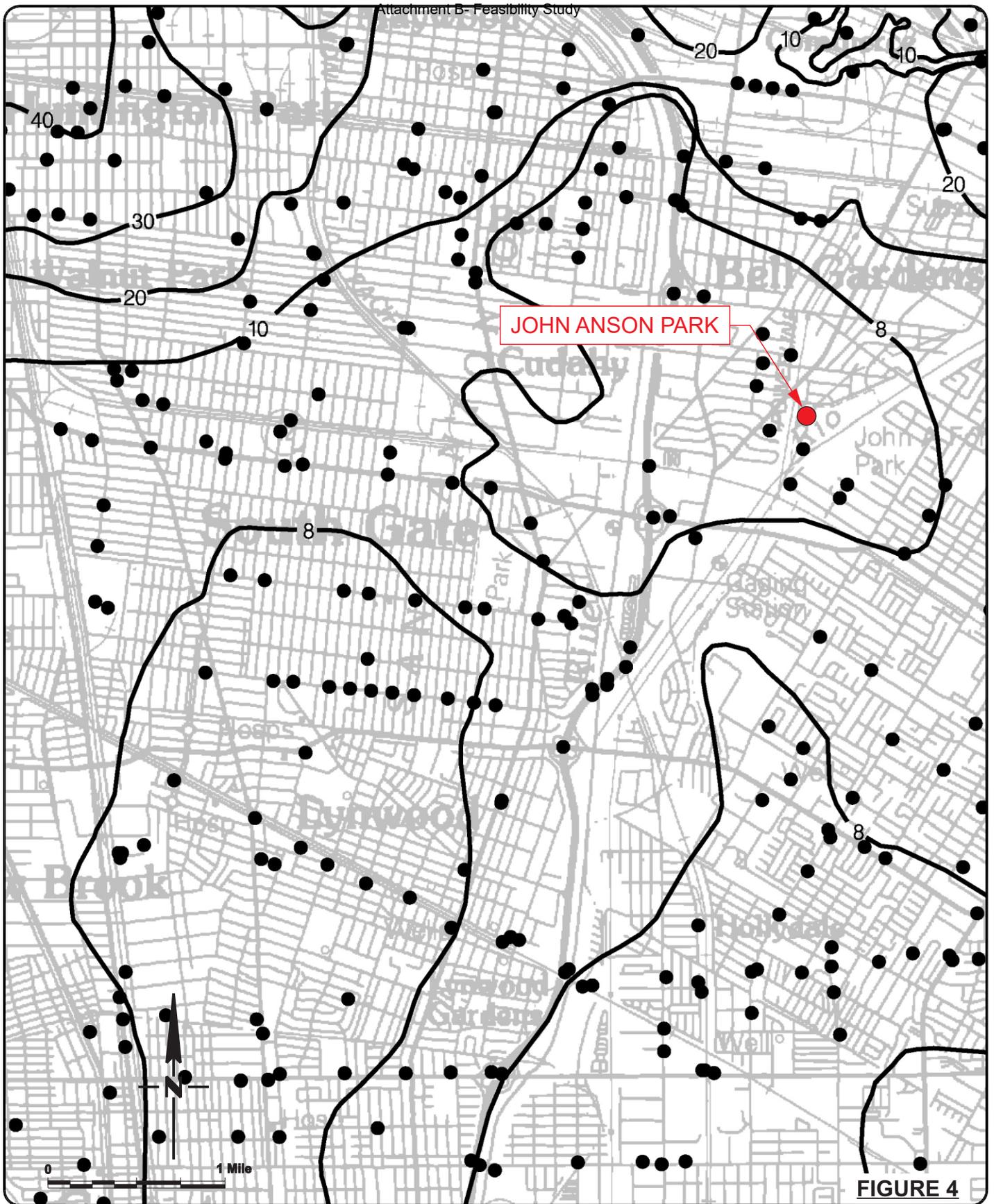


FIGURE 4



1360 Valley Vista Drive, Diamond Bar, CA 91765
 TEL 909.860.7777 FAX 909.860.8017

LA RIVER WATERSHED MANAGEMENT - GATEWAY CITIES

GROUNDWATER MAP
 JOHN ANSON FORD PARK
 CITY OF BELL GARDENS

JOB NO.
 TET 16-91E

DATE
 OCTOBER 2016

DRAWN BY
 AHM

CHECKED BY
 FC

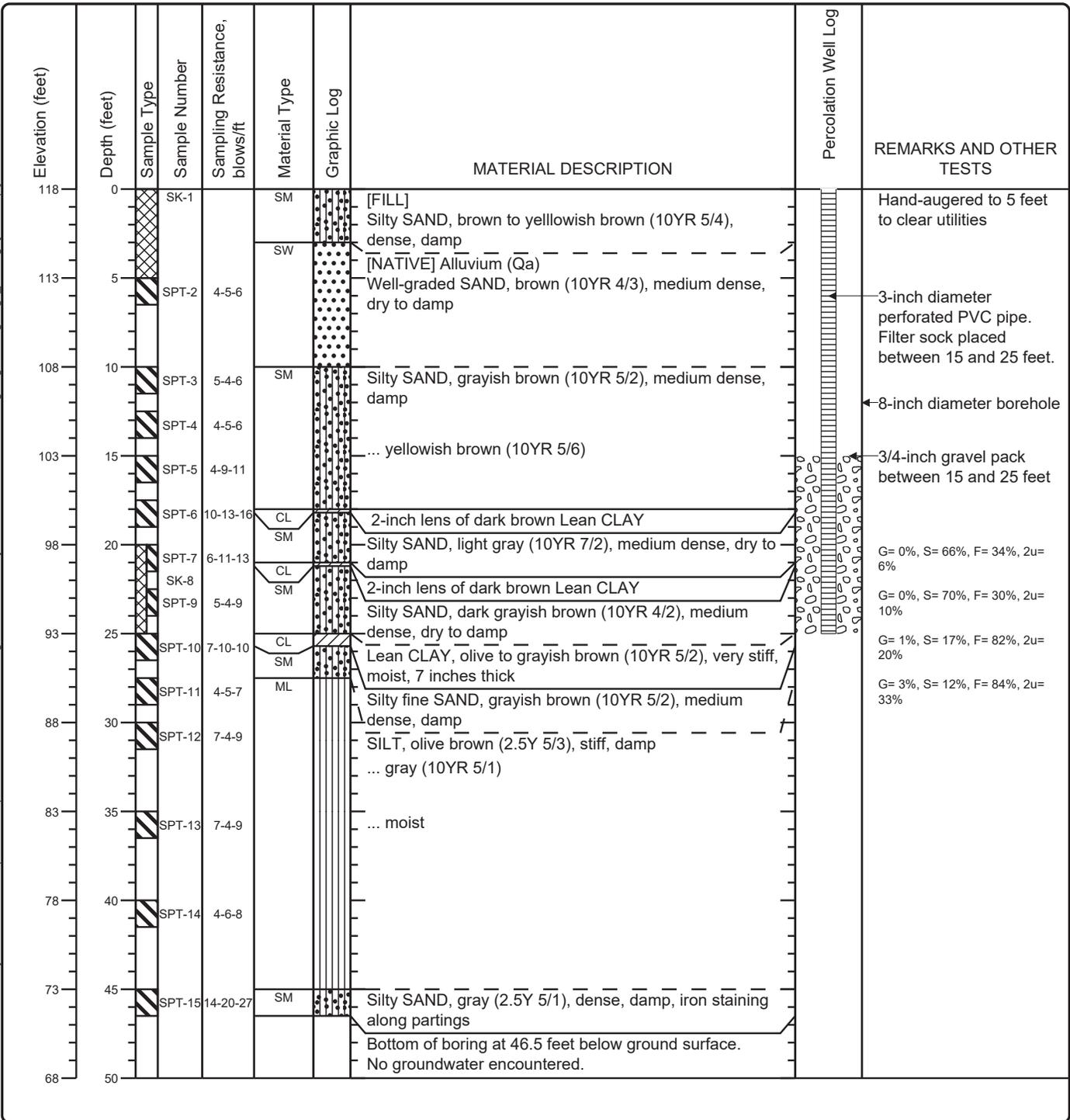
Appendix A

Logs of Exploratory Borings and Percolation Boreholes

Project: **Los Angeles River Watershed Management**
 Project Location: **Gateway Cities, City of Bell Gardens - John Anson Ford Park**
 Project Number: **TET 16-91E**

Log of Boring B-1/P-1
Sheet 1 of 1

Date(s) Drilled: 7/12/2016	Logged By: Andrew McLarty	Checked By: Fernando Cuenca
Drilling Method: Hollow Stem Auger	Drill Bit Size/Type: 8-inch	Total Depth of Borehole: 46.5 feet bgs
Drill Rig Type: CME 85	Drilling Contractor: 2R Drilling Inc.	Approximate Surface Elevation: 118 feet
Groundwater Level and Date Measured: Not encountered	Sampling Method(s): Bulk, SPT	Hammer Data: CME auto-trip hammer 140 lbs dropped 30 inches
Borehole Backfill: Cuttings and tamped	Location: John Anson Ford Park, City of Bell Gardens, Lat: 33.95869 Long: -118.15523	



L:\02 - PROJECTS\2016 Projects\TET 16-91E (4552-0091)\LA River Watershed Management - Gateway Cities\03 Field & Lab\Boring Logs\Boring Logs_ALL_bq4\wells1.ipj

Project: **Los Angeles River Watershed Management**
 Project Location: **Gateway Cities, City of Commerce - Rosewood Park**
 Project Number: **TET 16-91E**

Key to Log of Boring
Sheet 1 of 1

Elevation (feet)	Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Percolation Well Log	REMARKS AND OTHER TESTS
1	2	3	4	5	6	7	8	9	10

COLUMN DESCRIPTIONS

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 Elevation (feet): Elevation (MSL, feet).</p> <p>2 Depth (feet): Depth in feet below the ground surface.</p> <p>3 Sample Type: Type of soil sample collected at the depth interval shown.</p> <p>4 Sample Number: Sample identification number.</p> <p>5 Sampling Resistance, blows/ft: Number of blows to advance driven sampler one foot (or distance shown) beyond seating interval using the hammer identified on the boring log.</p> | <p>6 Material Type: Type of material encountered.</p> <p>7 Graphic Log: Graphic depiction of the subsurface material encountered.</p> <p>8 MATERIAL DESCRIPTION: Description of material encountered. May include consistency, moisture, color, and other descriptive text.</p> <p>9 Percolation Well Log: Graphical representation of well installed upon completion of drilling and sampling.</p> <p>10 REMARKS AND OTHER TESTS: Comments and observations regarding drilling or sampling made by driller or field personnel.</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

FIELD AND LABORATORY TEST ABBREVIATIONS

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>CHEM: Chemical tests to assess corrosivity</p> <p>COMP: Compaction test</p> <p>CONS: One-dimensional consolidation test</p> <p>LL: Liquid Limit, percent</p> | <p>PI: Plasticity Index, percent</p> <p>SA: Sieve analysis (percent passing No. 200 Sieve)</p> <p>UC: Unconfined compressive strength test, Qu, in ksf</p> <p>WA: Wash sieve (percent passing No. 200 Sieve)</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

MATERIAL GRAPHIC SYMBOLS

- | | | |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
|  Asphaltic Concrete (AC) |  Gravel |  Silty SAND to Sandy SILT (SM-ML) |
|  Fat CLAY, CLAY w/SAND, SANDY CLAY (CH) |  SILT, SILT w/SAND, SANDY SILT (ML) |  Poorly graded SAND (SP) |
|  Lean CLAY, CLAY w/SAND, SANDY CLAY (CL) |  Clayey SAND (SC) |  Poorly graded SAND with Silt (SP-SM) |
|  SILTY CLAY (CL-ML) |  Silty SAND (SM) |  Well graded SAND (SW) |
| | |  Well graded SAND with Silt (SW-SM) |

TYPICAL SAMPLER GRAPHIC SYMBOLS

- | | |
|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
|  Auger sampler |  Grab Sample |
|  Bulk Sample |  Pitcher Sample |
|  Bulk and Ring |  2-inch-OD unlined split spoon (SPT) |
|  Bulk sample |  Shelby Tube (Thin-walled, fixed head) |
|  CME Sampler |  3.0-inch-OD Modified California w/ brass liners |

OTHER GRAPHIC SYMBOLS

- | |
|--------------------------------------------------------------------------------------------------------------------------------------------|
|  Water level (at time of drilling, ATD) |
|  Water level (after waiting) |
|  Minor change in material properties within a stratum |
|  Inferred/gradational contact between strata |
|  Queried contact between strata |

GENERAL NOTES

- Soil classifications are based on the Unified Soil Classification System. Descriptions and stratum lines are interpretive, and actual lithologic changes may be gradual. Field descriptions may have been modified to reflect results of lab tests.
- Descriptions on these logs apply only at the specific boring locations and at the time the borings were advanced. They are not warranted to be representative of subsurface conditions at other locations or times.

L:\02 - PROJECTS\2016 Projects\TET 16-91E (4552-0091)\LA River Watershed Management - Gateway Cities\03 Field & Lab\Boring_Logs\Boring_Logs_ALL_bq4\wells1.ipj

Figure B-1

Appendix B

Laboratory Testing

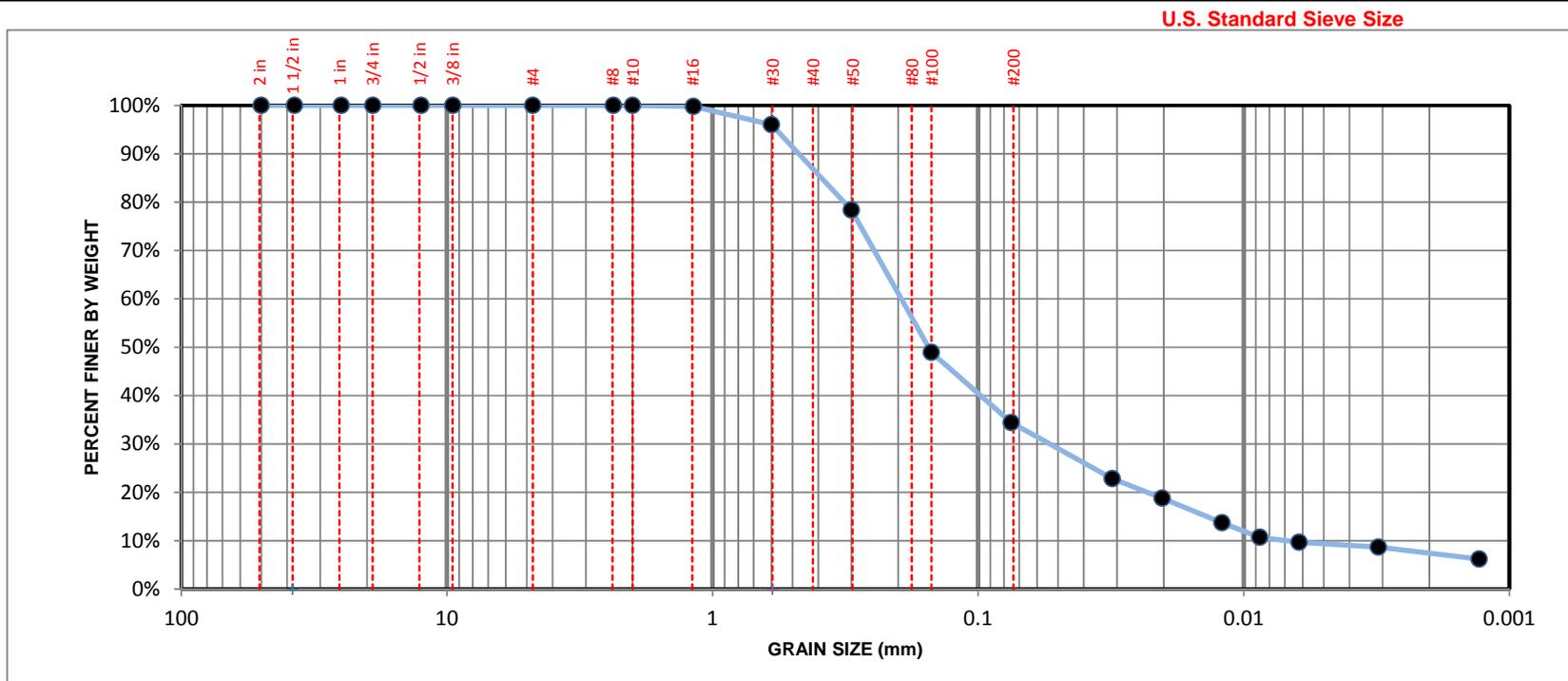


GRAIN SIZE DISTRIBUTION ANALYSIS

ASTM C136/C117/D422

Job Name: Los Angeles River Watershed Management
Job Number: TET-16-91E
Address: JOHN ANSON PARK
Date Sampled: July 14, 2016

Tested By : MG
Date Completed: August 10, 2016
Sample Number: B-1, SPT-7



Symbol	Boring No.	Sample #	Depth (feet)	LL	PI	USCS	Gravel	Sand	Fines	2 μ
●	B-1	SPT-7	20-21.5			SM	0%	66%	34%	6%

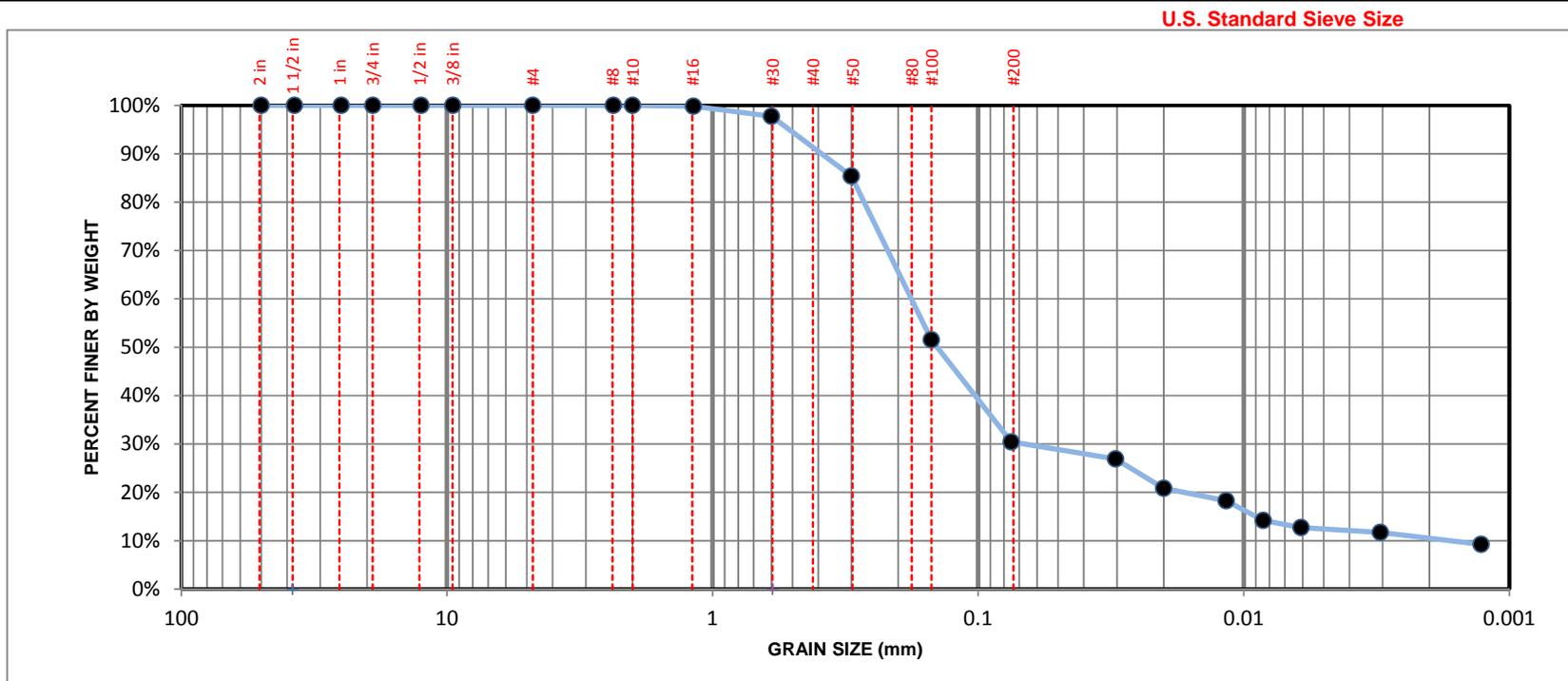


GRAIN SIZE DISTRIBUTION ANALYSIS

ASTM C136/C117/D422

Job Name: Los Angeles River Watershed Management
Job Number: TET-16-91E
Address: JOHN ANSON PARK
Date Sampled: July 14, 2016

Tested By : MG
Date Completed: August 10, 2016
Sample Number: B-1, SPT-9



Symbol	Boring No.	Sample #	Depth (feet)	LL	PI	USCS	Gravel	Sand	Fines	2 μ
●	B-1	SPT-9	22.5-24			SM	0%	70%	30%	10%

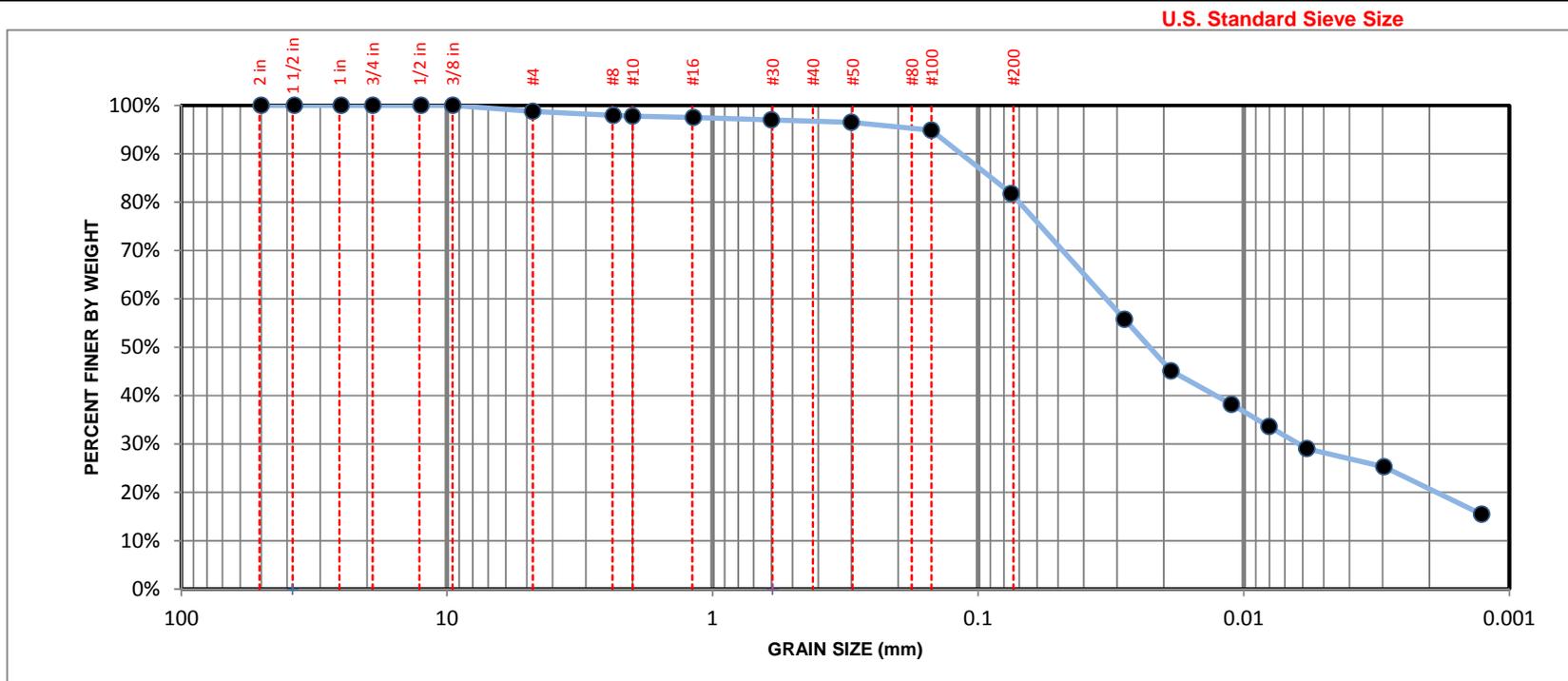


GRAIN SIZE DISTRIBUTION ANALYSIS

ASTM C136/C117/D422

Job Name: Los Angeles River Watershed Management
Job Number: TET-16-91E
Address: JOHN ANSON PARK
Date Sampled: July 14, 2016

Tested By : MG
Date Completed: August 10, 2016
Sample Number: B-1, SPT-10



Symbol	Boring No.	Sample #	Depth (feet)	LL	PI	USCS	Gravel	Sand	Fines	2 μ
●	B-1	SPT-10	25-26.5			ML-CL	1%	17%	82%	20%

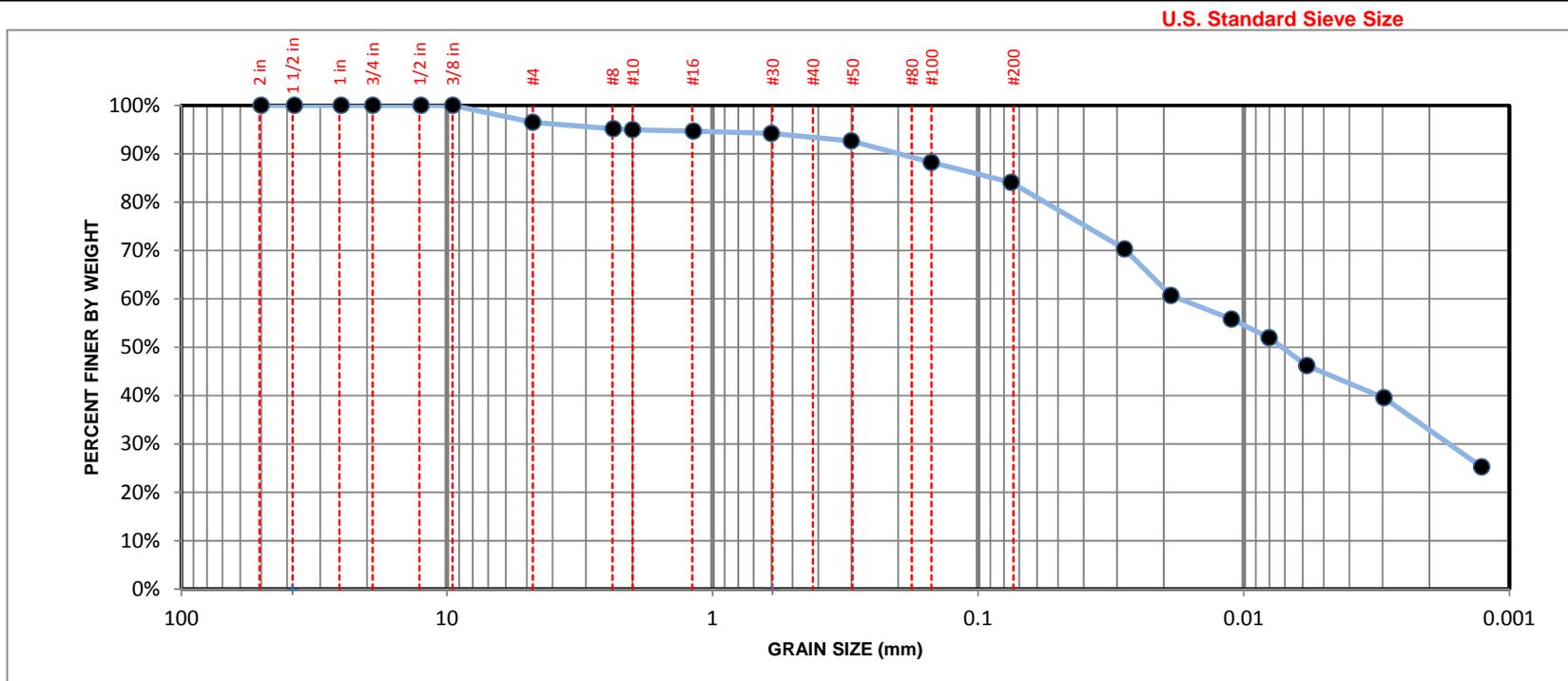


GRAIN SIZE DISTRIBUTION ANALYSIS

ASTM C136/C117/D422

Job Name: Los Angeles River Watershed Management
Job Number: TET-16-91E
Address: JOHN ANSON PARK
Date Sampled: July 14, 2016

Tested By : MG
Date Completed: August 10, 2016
Sample Number: B-1, SPT-11



Symbol	Boring No.	Sample #	Depth (feet)	LL	PI	USCS	Gravel	Sand	Fines	2 μ
●	B-1	SPT-11	27.5-29			ML-CL	3%	12%	84%	33%

Appendix C

Logs of Percolation Testing

Appendix B: Los Angeles Department of Water and Power Transmission Easement Feasibility Study

Appendix C: Rosewood Park Feasibility Study

Appendix D: Salt Lake Park Feasibility Study

Appendix E: Lugo Park Feasibility Study



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 20, 2018

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF FUNDING AGREEMENT WITH METROPOLITAN TRANSPORTATION AUTHORITY FOR THE FEDERAL TRANSPORTATION EARMARK EXCHANGE PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2018-03, Authorizing the Acceptance of Funding Agreement with Metropolitan Transportation Authority for the Federal Transportation Earmark Exchange Program;
2. Authorize Interim City Manager to execute the agreement; and
3. Direct staff to proceed with the project's implementation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 26, 2016, the Metro Board of Directors approved the creation of the Metro Federal Transportation Earmark Exchange Program (Program). This Program allowed local agencies to exchange their remaining federal transportation earmark dollar amount with Metro for local funds, less a three percent administration fee. In doing so, local agencies and Metro were able to strategically repurpose unused federal transportation earmarks, provide local agencies more flexible local funds, and accelerate critical transportation project development through reimbursement and final close out.

Program Goal:

- a. Expeditious execution of Funding Agreements between Metro and project sponsors;
- b. Expeditious implementation of transportation projects in Los Angeles County; and
- c. Maximize the amount of funds available to Los Angeles County to deliver transportation projects.

Any local agency in Los Angeles County which agreed to exchange the value of their federal transportation earmark with Metro was eligible for the Program.

CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF FUNDING AGREEMENT WITH METROPOLITAN TRANSPORTATION AUTHORITY FOR THE FEDERAL TRANSPORTATION EARMARK EXCHANGE PROGRAM

February 20, 2018

Page 2 of 3

Funding availability is determined by the value of the earmark for each respective agency, less three percent. Prior to submission of the Project/Program Request Form, Metro will confirm the funding amount with project sponsor.

Metro funding will be available in Spring 2017. Local agencies will have until July 1, 2019 to execute a Funding Agreement with Metro.

To facilitate the exchange of federal transportation funds for local measure transportation funds, the proposed project or program must support transit and/or decrease single-occupancy vehicle trips. In all cases, transit service must be provided on the street or road on which all project(s) or Program is proposed.

FISCAL IMPACT/FINANCING

Funding for the Federal Transportation Earmark Exchange Program was approved in the City's FY 17-18 Adopted Budget for \$832,186 in account number 209-8010-431.73-10.

A partial of the \$832,186 from Federal Transportation Earmark Exchange Program funds will be utilized as City of Huntington Park Local Cash Match on "Signal Synchronization & Bus Speed Improvement Project" in the sum of \$249,057. The remaining Federal Transportation Earmark Exchange Program balance of \$583,129 will be budgeted in FY 18-19 (projects TBD).

Earmark Exchange	
Fiscal Year	Funds to Local Match/Signal Synchronization & Bus Speed Improvement Project
2017-18	\$97,901
2018-19	\$151,156

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
Interim City Manager



DANIEL HERNANDEZ
Public Works Director

CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF FUNDING AGREEMENT WITH METROPOLITAN TRANSPORTATION AUTHORITY FOR THE FEDERAL TRANSPORTATION EARMARK EXCHANGE PROGRAM

February 20, 2018

Page 3 of 3

ATTACHMENT(S)

- A. Resolution No. 2018-03, Resolution Authorizing the Acceptance and Execution of an Agreement with Metro for the Federal Transportation Earmark Exchange Program.
- B. Metro Federal Transportation Earmark Exchange Project/Program Request Form.

ATTACHMENT "A"

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PASSED, APPROVED, AND ADOPTED this 20th day of February, 2018.

Marilyn Sanabria, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

ATTACHMENT "B"



Metro Federal Transportation Earmark Exchange Project/Program Request Form

This form is intended to assist Metro staff determine the eligibility of your agency's proposed projects and/or programs for the Metro Federal Transportation Earmark Exchange Program. Please fill out this form in its entirety.

1. Project/Program Description and Scope of Work

a. Funds to be Programmed:

- i. New Project
- ii. Existing Project (Project ID F7312)

b. Please provide a short description of the proposed project/program, including project limits, transit lines, and anticipated benefits.

Huntington Park Signal Synchronization & Bus Speed Improvements: Synchronization of 10 signalized intersections along Pacific Boulevard, Miles Avenue and State Street. Intelligent Transportation Systems (ITS) enhances prioritization of Metro transit lines 251 and 254. The anticipated benefits include addressing the level of service of the 10 intersections through signal synchronization and hardware upgrades; improving circulation and mobility of transit systems and the various overlapping transit lines.

c. Please indicate under which of the following categories your project/program falls (you may select more than one):

- Arterial/Transitway lanes and arterial capacity enhancing projects
- Transportation Demand Management (TDM)
- Incident Management Programs
- Park and Ride Lots
- Freeway/Arterial Transportation Systems Management (TSM)
- Regional Bikeways
- Other (Please describe below how your project support transit and/or reduced single-occupancy vehicle trips):

Intelligent Transportation Systems (ITS). Project improves traffic circulation by synchronizing 10 signalized intersections; reconfiguration of traffic lanes allowing dual turning lanes; signal enhancements including upgrading controllers, new masts (five locations) and video activated detection. Synchronizing signals along arterials help improve bus line operations and efficiency by providing transit priority at the signalized intersections.

2. Project/Program Schedule and Funding

- a. Please indicate the anticipated completion date of the following milestones:

Phase	Start Date	Completion Date
PA&ED	April 2018	July 2018
PS&E	August 2018	January 2019
ROW		
CONST	July 2019	January 2021

- b. Please indicate the proposed funding by phase and fiscal year (fill out to nearest dollar):

Funding Source: Proposition C 25% (Exchanged Funds)

Phase	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	Total
PA&ED							\$ -
PS&E		97,901					\$ 97,901.00
ROW							\$ -
CONST			151,156				\$ 151,156.00
TOTAL	\$ -	\$97,901.00	\$151,156.00	\$ -	\$ -	\$ -	\$ 249,057.00

Funding Source: Other (including other federal, state, local)*

Phase	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	Total
PA&ED							\$ -
PS&E		50,907					\$ 50,907.00
ROW							\$ -
CONST		317,387	568,633				\$886,020.00
TOTAL	\$ -	\$368,294.00	\$568,633.00	\$ -	\$ -	\$ -	\$936,927.00

*If other funds are federal, please indicate as such here:

3. Signature and Council Resolution

A person duly authorized to sign for the organization (City Manager, General Manager, Executive Director, Public Works Director, Planning Director, or authorized official) must sign and certify the application. The information contained in this application will become the foundation for the funding agreement with Metro.

Please attach City Council's (or similar governing board's) resolution committing to completing the proposed project/program.

I certify that I have reviewed the Guidelines and that the information submitted in this application is true and correct and in accordance with the guidelines. I agree that I will adhere to the requirements and guidelines of the program.

Ricardo Reyes
Name

City Manager
Title

Signature

Date



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 20, 2018

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF FUNDING AGREEMENT WITH METROPOLITAN TRANSPORTATION AUTHORITY FOR THE SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2018-04 Authorizing the Acceptance of Funding Agreement with Metropolitan Transportation Authority for the Signal Synchronization & Bus Speed Improvement Project;
2. Authorize Interim City Manager to execute agreement;
3. Direct staff to proceed with the project's implementation; and
4. Authorize Staff to issue a Request for Proposals (RFP) to proceed with Design, Bid Advertisement, and Bid Analysis; or
5. Authorize Infrastructure Engineers under the currently approved Augmentation Contract, to proceed with these items of work at a not to exceed fee of 7% of the project budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In early October 2012, MTA published a solicitation for the 2013 Call for Projects (CFP) grant program. The CFP grant program is a competition through which various federal, state, and local transportation funds are awarded to the most competitive, regionally significant projects in several modes of transportation (i.e. surface roadways, pedestrian, bicycle, transit, etc.). Depending on the modal category, funds are available beginning of Fiscal Year 2017-18.

CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF FUNDING AGREEMENT WITH METROPOLITAN TRANSPORTATION AUTHORITY FOR THE SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT

February 20, 2018

Page 2 of 3

The City of Huntington Park submitted an application to the 2013 Call for Projects and was awarded \$936,927 in funding with a City match of \$249,057 for a total project cost of \$1,185,984 for the Signal Synchronization and Bus Speed Improvement Project.

Public agencies that provide transportation facilities or services with Los Angeles County were eligible to apply. The funds available will vary by transportation modal category and a combined total of \$186 million was expected to be available for the 2013 CFP grant program.

The project mitigates current and future pedestrian/motorist conflicts within the Pacific Boulevard commercial district while enhancing service to multiple existing MTA Bus Rapid Transit lines on Pacific Boulevard as well as other local public transit services. It consists of traffic signal synchronization modifications at multiple intersections to encourage peak hour commuters on Pacific Boulevard to utilize Santa Fe Avenue and Miles Avenue between Slauson Avenue and Florence Avenue. The project complements the Pacific Boulevard Pedestrian Improvement Project funded in the 2009 MTA Call for Projects.

FISCAL IMPACT/FINANCING

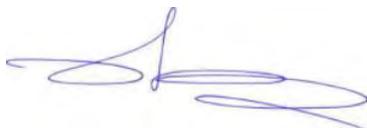
Funding for the Signal Synchronization and Bus Speed Improvement Project was approved in the City's FY 17-18 Adopted Budget for \$368,000 in account number 207-8016-429.73-10 and \$97,901 for the local match in account number 209-8010-431.73-10. If approved, remaining grant balance and City match will be budgeted for FY 18-19

Fiscal Year	Grant	Local Match	Total Project
2017-18	\$368,000	\$97,901	\$465,901
2018-19	\$568,927	\$151,156	\$720,083

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
Interim City Manager



DANIEL HERNANDEZ
Public Works Director

CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF FUNDING AGREEMENT WITH METROPOLITAN TRANSPORTATION AUTHORITY FOR THE SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT

February 20, 2018

Page 3 of 3

ATTACHMENT(S)

- A. Draft Resolution No. 2018-04, Resolution Authorizing the Acceptance and Execution of an Agreement with Metro for the Signal Synchronization & Bus Speed Improvement Project.
- B. Scope of Work
- C. Draft Call For Projects Proposition C Funding Agreement

ATTACHMENT "A"

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PASSED, APPROVED, AND ADOPTED this 20th day of February, 2018.

Marilyn Sanabria, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

ATTACHMENT "B"

ATTACHMENT B

SCOPE OF WORK

PROJECT LOCATION

This project is located in the City of Huntington Park on Pacific Boulevard between Slauson Avenue and Florence Avenue, Miles Avenue between Slauson Avenue and Florence Avenue, and State Street between Randolph Street and Florence Avenue.

PROJECT DESCRIPTION

This project improves the operation and efficiency by synchronizing 10 signalized intersections, reconfiguration of traffic lanes to allow dual turning lanes at specific intersections, and the installation of three changeable message signs along Pacific Boulevard. The signal improvements will include controller upgrades, new masts at specific intersections (up to five locations), video activated traffic controllers, and synchronization of the signalized mid-block pedestrian crossings on Pacific Boulevard. Synchronizing the signals along both Pacific and the other north-south arterials will help improve the bus lines' operations and efficiency by providing transit priority at the signalized intersections and synchronize the mid-block pedestrian signals in order to reduce traffic queuing.

This project scope includes the following signalized intersections:

1. State Street/Randolph Street
2. Pacific Boulevard/Belgrave Avenue
3. Pacific Boulevard/Randolph Street
4. Pacific Boulevard/Clarendon Avenue
5. Pacific Boulevard/Zoe Avenue
6. Pacific Boulevard/Saturn Avenue
7. Miles Avenue/Belgrave Avenue
8. Miles Avenue/Randolph Street
9. Miles Avenue/ Zoe Avenue
10. Miles Avenue/Saturn Avenue

PROJECT SCHEDULE

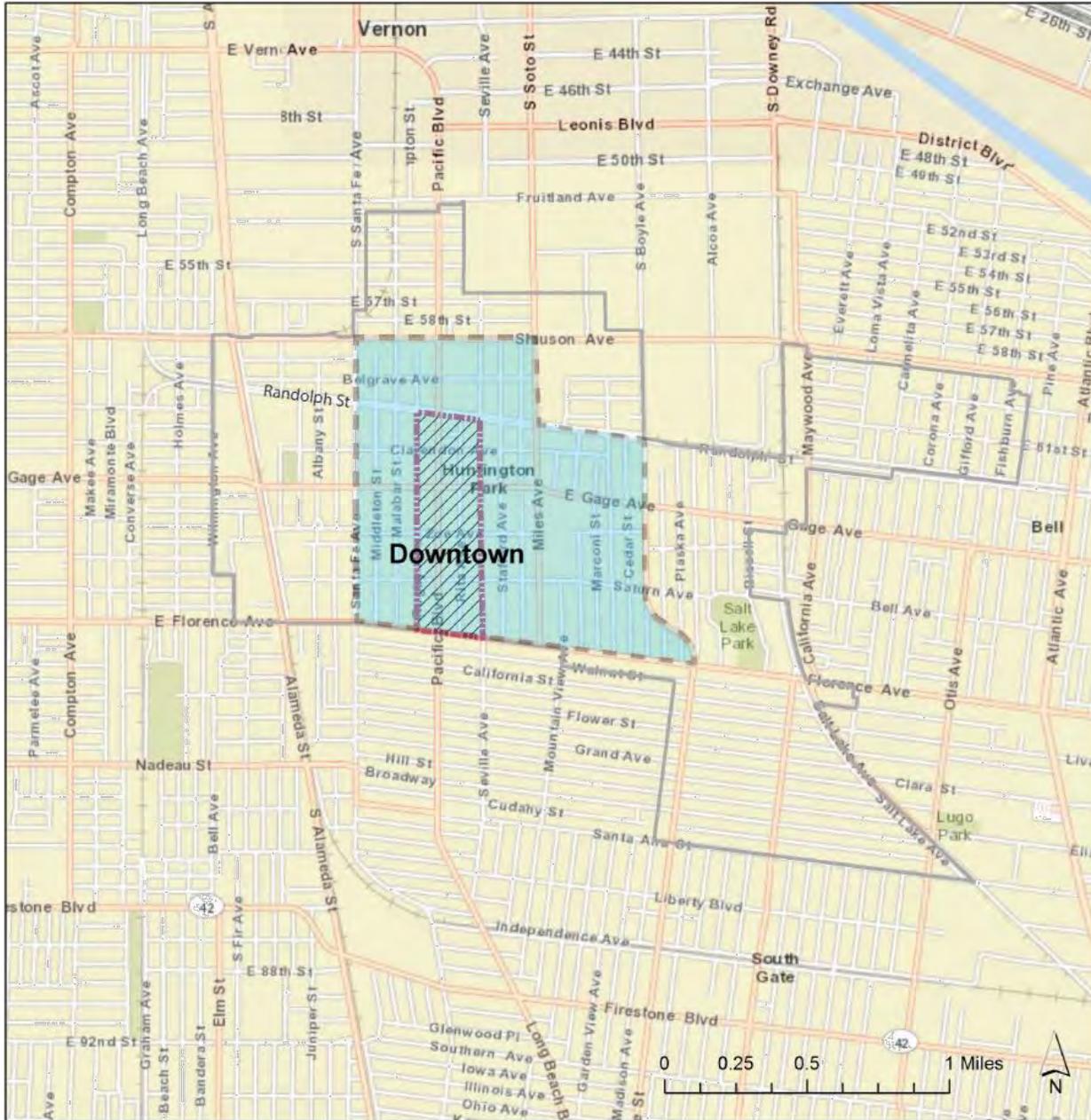
MILESTONES	START DATE	END DATE
Operational Plan	March 2018	June 2020
Environmental Documentation	April 2018	July 2018
Design Engineering	August 2018	January 2019
Plans, Specifications, and Estimates	January 2019	February 2019
Advertise for Construction	March 2019	June 2019
Construction	July 2019	January 2021
Project Completion	--	June 2021

PROJECT COST

ITEMS	
Design Engineering	\$ 64,440
Construction Contingencies	\$93,927
Construction Engineering and Construction Management	\$126,450
Project Administration	\$58,167
Construction	\$843,000
TOTAL PROJECT COST	\$1,185,984

*Funds are requested for design and construction costs.

City of Huntington Park Signal Synchronization and Bus Speed Improvement Project Map



Legend

 City Boundary

 Downtown

 Signal Synchronization and Bus Speed Improvement Project Area

ATTACHMENT "C"

**CALL FOR PROJECTS
PROPOSITION C
FUNDING AGREEMENT**

DRAFT

This Funding Agreement ("Agreement") is made and entered into effective as of December 15, 2017 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Huntington Park ("GRANTEE") for Huntington Park Signal Synchronization & Bus Speed Improvement - LACMTA Call for Projects ID# F7312 and FTIP# LAF7312 (the "Project").

WHEREAS, as part of the 2013 Call for Projects, the LACMTA Board of Directors, at its meeting on September 26, 2013, authorized a grant to GRANTEE, subject to the terms and conditions contained in this Agreement.

WHEREAS, under the LACMTA Federal Transportation Earmark Exchange Program, Grantee exchanged federal transportation earmarks with LACMTA. Under the Federal Transportation Earmark Exchange Program, Grantee is entitled to 97% of the federal transportation earmark value.

WHEREAS, under the LACMTA Federal Transportation Earmark Exchange Program, Grantee is requesting \$249,057 in Proposition C 25% for use on the Project. Proposition C 25% funds are programmed in Fiscal Year (FY) 2017-18 and FY 2018-19, which subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A - Project Funding
4. Attachment B - Scope of Work
5. Attachment C - Reporting and Expenditure Guidelines
6. Attachment C-1 - Quarterly Progress/Expenditure Report
7. Attachment D - Federal Transportation Improvement Program (FTIP) Sheet
8. Attachment E-1 - ITS Architecture Consistency Self-Certification Form
9. Attachment E-2 - Signal Synchronization and Bus Speed Improvement Program Special Grant Conditions
10. Attachment E-3 - Sustainable Design Elements Requirements (2013 and beyond Call for Projects only).
11. Attachment F - Project Readiness Certification
12. Any other attachments or documents referenced in the above documents

FTIP#: LAF7312
PPNO N/A

CFP# F7312
Funding Agreement No. 92000000F7312

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: _____
Deputy

GRANTEE:

CITY OF HUNTINGTON PARK

By: _____ Date: _____
Ricardo Reyes
Acting City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Vanessa S. Ibarra
City Attorney

PART I
SPECIFIC TERMS OF THE AGREEMENT

1. Title of the Project (the "Project"): Huntington Park Signal Synchronization & Bus Speed Improvement. LACMTA Call for Projects ID# F7312, FTIP # LAF7312.
2. To the extent the Funds are available, LACMTA shall make to GRANTEE a one-time grant of the Proposition C 25% funds in the amount of \$1,185,984 (the "Funds") for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of September 26, 2013, granted the Funds to GRANTEE for the Project. The Funds are programmed over two years, Fiscal Years (FY) 2017-18; FY 2018-19. LACMTA Board of Directors' action approved Funds for FY 2017-18 only in the amount of \$368,294. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being allocated to GRANTEE.
3. Under the LACMTA Federal Transportation Earmark Exchange Program, the City of Diamond Bar exchanged federal transportation earmarks with LACMTA. The City of Diamond Bar, in concurrence with the GRANTEE, have transferred the total exchanged federal transportation earmarks to the GRANTEE. Under the Federal Transportation Earmark Exchange Program, GRANTEE is entitled to 97% of the federal transportation earmark value. Under the LACMTA Federal Transportation Earmark Exchange Program, LACMTA shall make to GRANTEE a one-time grant of the Proposition C 25% funds in the amount of \$249,057 for the Project in accordance with the terms of this Agreement. The Funds are programmed over two years, FY 2017-18 and FY 2018-19.
4. The Project Funding documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed budget for the Project, including the Funds granted by LACMTA and GRANTEE'S local match requirement (the "GRANTEE Funding Commitment"). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
5. GRANTEE shall complete the Project as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Attachment B. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by GRANTEE including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Section 9.
6. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (Attachment C). The form of the Quarterly Progress/Expenditure Report is attached as Attachment C-1. LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of the Scope of Work.
7. The "FTIP PROJECT SHEET (PDF)" is attached as Attachment D and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The

FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <https://program.metro.net>. All projects that receive funding through the LACMTA Call for Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption to be consistent with the terms of this Agreement, as amended from time to time. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE'S ability to access funding, delay the Project and may ultimately result in the Funds being lapsed. LACMTA shall review and approve any changes GRANTEE makes to the FTIP prior to incorporating such changes in to the TIP.

8. The "Los Angeles County Regional ITS Architecture Consistency Self-Certification Form" is attached as Attachment E-1. GRANTEE shall complete and submit the form as set forth in Attachment E-1.
9. The "Signal Synchronization and Bus Speed Improvement Program Special Grants Conditions" is attached as Attachment E-2. GRANTEE shall comply with the Special Grants Conditions as set forth in Attachment E-2.
10. The "Sustainable Design Elements Requirements Special Grant Conditions" is attached as Attachment E-3. GRANTEE shall comply with the Special Grant Conditions as set forth in Attachment E-3.
11. An executed "Project Readiness Certification" is attached as Attachment F, which is evidence that GRANTEE can appropriately fund and staff the Project so that the Project can be completed in a timely manner.
12. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE.
13. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Shrota Sharma; Mail Stop 99-22-9
Email: sharmas@metro.net

GRANTEE's Address:

City of Huntington Park
6550 Miles Ave, Huntington Park, CA 90255
Daniel Hernandez, Director of Public Works
Email: dhernandez@hpca.gov

14. On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds through the Call for Projects, GRANTEE must meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.

PART II
GENERAL TERMS OF THE AGREEMENT

1. **TERM:**

1.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting Guidelines (Attachment C) incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2 Should LACMTA determine there are insufficient Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after the effective date of such termination, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be in equal proportion of the grant to GRANTEE Funding Commitment ratio.

2. **INVOICE BY GRANTEE:** Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 4.1 of this Agreement, and other documents as required by LACMTA, shall satisfy LACMTA invoicing requirements.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# F7312 and FA# 920000000F7312

LACMTA Project Manager Name: Shrota Sharma; Mail Stop 99-22-9

3. **USE OF FUNDS:**

3.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

3.2 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, GRANTEE shall not use the Funds for any expenses or activities beyond the approved Scope of Work (Attachment B).

*3.3 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE'S contracting procedures and consistent with State law. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

*3.4 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form (Attachment E-1). For the ITS policy and form, also see http://www.metro.net/projects/call_projects/.

3.6 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://www.metro.net/projects/call_projects/.

3.7 GRANTEE is obligated to continue using the Project consistent with the public transportation purposes for which the Project was approved. The Project right-of-way and real property purchased to implement the Project shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this Agreement.

3.8 If GRANTEE desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in the Scope of Work, GRANTEE must obtain LACMTA's written consent prior to purchasing or

leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

3.9 If an Equipment ceases to be used for the proper use as originally stated in the Scope of Work, GRANTEE will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.10 If any Project facilities or any real property purchased to implement the Project is no longer used or is no longer needed for the Project, including construction easements or excess property, GRANTEE will be required to return to LACMTA the Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.11 If GRANTEE desires to use any Project facility or any real property purchased to implement the Project to generate revenue, GRANTEE shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. GRANTEE shall provide LACMTA with the applicable information regarding the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how GRANTEE plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If GRANTEE fails to obtain LACMTA's prior written consent, GRANTEE shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.

3.12 GRANTEE understands that this Agreement does not provide any rights for GRANTEE to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, GRANTEE will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide GRANTEE with any real estate right.

4. DISBURSEMENT OF FUNDS:

4.1 GRANTEE shall submit the Quarterly Progress/Expenditure Report (Attachment C-1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should GRANTEE fail to submit such reports within 10 days of the due date and/or GRANTEE submits incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all supporting documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Project for reimbursement. If no activity has occurred during a particular

quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

4.2 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at http://www.metro.net/projects/call_projects/call_projects-reference-documents/.

4.4 GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.

4.5 GRANTEE shall demonstrate that the GRANTEE Funding Commitment has been spent in direct proportion to the Funds invoiced with each quarter's expenditures.

4.6 Expenses that are not invoiced within 60 days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.

4.7 Any Funds expended by GRANTEE prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE'S own risk.

4.8 Commencing with the Effective Date, Funds will be made available to GRANTEE for all work related to the initial Project milestone identified in Attachment B - Scope of Work. Funds for subsequent Project milestones will not be available until GRANTEE provides evidence that the current Project milestone has been completed, or is clearly on track to be completed on the approved schedule stated in Attachment B, as determined by LACMTA.

5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

*5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within nine months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in

accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. GRANTEE'S eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (Attachment C) and 2 CFR Subtitle A, Chapter II, Part 200. The allowability of costs for GRANTEE'S contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress Reports/Expenditures shall be in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or, 48 CFR Part 31 (FAR), whichever is applicable. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE shall return such monies within thirty (30) days after the final audit is sent to GRANTEE.

*5.2 GRANTEE'S records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

*5.3 GRANTEE shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

*5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

*5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to GRANTEE if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA

in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement and the Guidelines, including the access to records provisions of Part II, Section 5.

*5.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

*5.8 GRANTEE shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 CFR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.9 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 FAR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.10 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on GRANTEE'S own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

6. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, as identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 GRANTEE shall be responsible for any and all cost overruns for the Project.

7.4 At any time, if GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this Agreement shall be amended to reflect such additional funding.

7.5 If, at the time of final voucher, available funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another GRANTEE. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

8. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

8.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the Agreement; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
 - b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) expending the Funds granted under this Agreement for allowable costs by June 30, 2021 (lapse date), within 36 months from July 1 of the FY 2018-19, final Fiscal Year in which funds are programmed.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the Agreement. If the Project

does not meet the milestone due dates as agreed upon in the Agreement, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the Agreement (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the Agreement, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the Agreement, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

8.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the Agreement.

8.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

8.5 If GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.

9. **DEFAULT:** A Default under this Agreement is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein or in the Guidelines; (ii) GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

10.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, GRANTEE shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. COMMUNICATIONS:

*11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

*11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

*11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

*11.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

12. OTHER TERMS AND CONDITIONS:

12.1 This Agreement, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions

or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

12.2 In the event that there is any court (proceeding between the parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

*12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this Agreement. GRANTEE shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

12.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

*12.5 GRANTEE shall comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

12.6 GRANTEE agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

12.7 GRANTEE shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

12.8 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.10 GRANTEE will advise LACMTA prior to any key Project staffing changes.

12.11 GRANTEE in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT B

SCOPE OF WORK

PROJECT LOCATION

This project is located in the City of Huntington Park on Pacific Boulevard between Slauson Avenue and Florence Avenue, Miles Avenue between Slauson Avenue and Florence Avenue, and State Street between Randolph Street and Florence Avenue.

PROJECT DESCRIPTION

This project improves the operation and efficiency by synchronizing 10 signalized intersections, reconfiguration of traffic lanes to allow dual turning lanes at specific intersections, and the installation of three changeable message signs along Pacific Boulevard. The signal improvements will include controller upgrades, new masts at specific intersections (up to five locations), video activated traffic controllers, and synchronization of the signalized mid-block pedestrian crossings on Pacific Boulevard. Synchronizing the signals along both Pacific and the other north-south arterials will help improve the bus lines' operations and efficiency by providing transit priority at the signalized intersections and synchronize the mid-block pedestrian signals in order to reduce traffic queuing.

This project scope includes the following signalized intersections:

1. State Street/Randolph Street
2. Pacific Boulevard/Belgrave Avenue
3. Pacific Boulevard/Randolph Street
4. Pacific Boulevard/Clarendon Avenue
5. Pacific Boulevard/Zoe Avenue
6. Pacific Boulevard/Saturn Avenue
7. Miles Avenue/Belgrave Avenue
8. Miles Avenue/Randolph Street
9. Miles Avenue/ Zoe Avenue
10. Miles Avenue/Saturn Avenue

PROJECT SCHEDULE

MILESTONES	START DATE	END DATE
Operational Plan	March 2018	June 2020
Environmental Documentation	April 2018	July 2018
Design Engineering	August 2018	January 2019
Plans, Specifications, and Estimates	January 2019	February 2019
Advertise for Construction	March 2019	June 2019
Construction	July 2019	January 2021
Project Completion	--	June 2021

PROJECT COST

ITEMS	
Design Engineering	\$ 64,440
Construction Contingencies	\$93,927
Construction Engineering and Construction Management	\$126,450
Project Administration	\$58,167
Construction	\$843,000
TOTAL PROJECT COST	\$1,185,984

*Funds are requested for design and construction costs.

FA ATTACHMENT C REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment C-1**) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles County Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (FA Attachment B) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment B). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her/her designee.

DEFINITIONS

- **Local Participation:** Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- **Allowable Cost:** To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- **Excessive Cost:** Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”,

please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.*

- **Ineligible Expenditures:** Any activity or expense charged above and beyond the approved Scope-of-Work is considered ineligible.

LACMTA FA ATTACHMENT C-1
QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000F
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may not be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2014-2015 2015-2016 2016-2017
 2017-2018 2018-2019 2019-2020

Quarter : Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

RSTI Pedestrian Signal Synchronization
 TDM Bicycle Goods Movement
 Transit

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. **PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- | | |
|------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> On schedule per original FA schedule | <input type="checkbox"/> Less than 12 months behind original schedule |
| <input type="checkbox"/> Between 12-24 months behind original schedule | <input type="checkbox"/> More than 24 months behind original schedule |

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes No Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes No Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
TOTAL				

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to
 Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____
 _____ and that to the best of my knowledge and belief the information
 stated in this report is true and correct.

Signature

Date

Name

Title

**Los Angeles Metropolitan Transportation Authority
2017 Federal Transportation Improvement Program (\$000)**

TIP ID **LAF7312** Implementing Agency **Huntington Park, City of**

Project Description: HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT : (1) Synchronizes signalized intersections, reconfigures traffic lanes to allow dual turning lanes, installs changeable message signs along Pacific Bl. (2) Signal improvements including controller upgrades, new masts, video activated traffic controllers, and synchronization of signalized mid-block pedestrian crossings on Pacific Bl.

SCAG RTP Project #: 1ITS04
Study: N/A Is Model: NO Model #:
PM: Michael Ackerman, PE - (323) 584-6253
Email: mackerman@hpca.gov
LS: N LS GROUP#:
Conformity Category: TCM Committed

System :Local Hwy Route : Postmile: Distance: Phase: No Project Activity Completion Date 03/20/2019

Lane # Extd: Lane # Prop: Imprv Desc: Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 01/15/2018

Toll Rate: Toll Calc Loc: Toll Method: Hov acs eg loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Other Sub-Region: Gateway Cities Area
CTIPS ID: EA #: PPNO:

Program Code: ITS14 - VAR TRAFIC OP SYS ELE (ITS05 TO ITS13) Stop Loc:

	PHASE	PRIOR	16/17	17/18	18/19	19/20	20/21	21/22	BEYOND	PROG	TOTAL
	PE										
	RW										
	CON										
	SUBTOTAL										
CITY - City Funds	PE			\$0	\$0						\$0
	RW			\$0	\$0						\$0
	CON			\$98	\$151						\$249
	SUBTOTAL			\$98	\$151						\$249
PC25 - Los Angeles County Proposition "C25"	PE			\$0	\$0						\$0
	RW			\$0	\$0						\$0
	CON			\$368	\$569						\$937
	SUBTOTAL			\$368	\$569						\$937
	TOTAL			\$466	\$720						\$1,186

TOTAL PE: \$0 TOTAL RW: \$0 TOTAL CON: \$1,186

- General Comment: N/A
 - Modeling Comment:
 - TCM Comment:
 - Narrative: Project cost stays the same
- Changed Conformity Category:
- from "TCM" to "TCM Committed"
- Changed Current Implementation Status:
- from "Bid/Advertise Phase" to "No Project Activity"

No change in project funding

Total project cost remains the same at \$1,186

Last Revised Amendment 17-04.2 - APPROVED Change reason: SCHEDULE DELAY Total Cost **\$1,186**



Metro

ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM

This form should be completed and executed for all ITS Projects or Projects with ITS elements. The form should be sent to LACMTA for any planned ITS projects or proposed funding involving Local, State or Federal funds programmed or administered through the LACMTA.

1. Name of Sponsoring Agency: City of Huntington Park
2. Contact Name: Daniel Hernandez
3. Contact Phone: 323.584-6253
4. Contact Email: DHernandez@hpca.gov

5. Project Description:

This project improves the operation and efficiency by synchronizing 10 signalized, Reconfiguration of traffic lanes to allow dual turning lanes at specific intersections, and the installation of three changeable message signs along Pacific Boulevard. The signal improvements will include controller upgrades, new masts at specific intersections (up to five locations), video activated traffic controllers, and synchronization of the signalized mid-block pedestrian crossings on Pacific Boulevard. Synchronizing the signals along both Pacific and the other north-south arterials will help improve the bus lines' operations and efficiency by providing transit priority at the signalized intersections and synchronize the mid-block pedestrian signals in order to reduce traffic queuing.

This project scope includes the following signalized intersections:

1. State Street/Randolph Street
 2. Pacific Boulevard/Belgrave Avenue
 3. Pacific Boulevard/Randolph Street
 4. Pacific Boulevard/Clarendon Avenue
 5. Pacific Boulevard/Zoe Avenue
 6. Pacific Boulevard/Saturn Avenue
 7. Miles Avenue/Belgrave Avenue
 8. Miles Avenue/Randolph Street
 9. Miles Avenue/ Zoe Avenue
 10. Miles Avenue/Saturn Avenue
6. Identify the ITS elements being implemented and the relevant National Architecture User Service(s), see Attachment A. See last page of this document. The project improves the operations and efficiency of major north-south arterials within the City of Huntington Pak by synchronizing 14 signalized intersections along Santa Fe Avenue, Pacific Avenue, Miles Avenue, and State Street, reconfiguration of traffic lanes to allow dual turning lanes at specific intersections and the installation of three changeable message signs along Pacific Blvd. The signal improvements will include controller upgrades, new mast at specific intersections, video activated traffic controllers, and synchronization of the signalized mid-block pedestrian crossing on Pacific Blvd.
- Pacific Blvd is a major north-south arterial with high volumes of multimodal travel including walking, bicycling, and transit. Both Metro Rapid, regional, and circulator lines operate on



Metro

**ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM**

Pacific Blvd. Synchronizing the signals along both Pacific Blvd and the other north-south arterials will help improve the bus lines' operations and efficiency by providing transit priority at the signalized intersections and synchronize the mid-block pedestrian signals in order to reduce traffic queuing.

7. Outline of the concept of operations for the project.
The project operation involves interconnection of traffic signals systems of 4 north-south arterials through wired or wireless communications devices in order to control traffic flow during commuter peak hours in a synchronized manner, de-emphasizing flow along main north-south arterial of Pacific Blvd and re-routing traffic to adjacent parallel arterials by use of changeable message signs, providing signal preemption of transit buses along the Pacific Blvd route to increase bus travel speed, reducing pedestrian-vehicle conflicts at mid-block cross walks through coordination of pedestrian signals. The design and implementation of the project will make use of maximum available ITS technology and ITS services in order to achieve maximum benefit for the project.

8. Identify participating agencies roles and responsibilities. The City of Huntington Park is this projects lead agency that will be responsible for its implementation. The City will coordinate the project's operation with the Los Angeles County Department of Public Works in order to assure a seamless integration with the County's signal synchronization network.

By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by FHWA or FTA during project design and implementation phases:

- Perform a lifecycle analysis for the ITS project elements and incorporate these costs into the Operations and Maintenance plan as part of the system engineering process,
- Maintain and operate the system according to the recommendations of the operations and Maintenance plan upon project completion,
- Use the systems engineering process and document the system engineering steps, and
- Use the Los Angeles County Regional ITS Architecture interface standards, if required, and conform to the regional configuration management process.

Signature:

Agency Representative

Date



ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM

ATTACHMENT A

Elements of National ITS Architecture User Services (Version 8.0)

- 1. *Commercial Vehicle Operations***
 - 1.1 Carrier Operations and Fleet Management
 - 1.2 Freight Administration
 - 1.3 Electronic Clearance
 - 1.4 CV Administrative Processes
 - 1.5 International Border Electronic Clearance
 - 1.6 Freight Signal Priority
 - 1.7 Roadside CVO Safety
 - 1.8 Smart Roadside and Virtual WIM
 - 1.9 Freight-Specific Dynamic Travel Planning
 - 1.10 Road Weather Information for Freight Carriers
 - 1.11 Freight Drayage Optimization
 - 1.12 HAZMAT Management
 - 1.13 Roadside HAZMAT Security Detection and Mitigation
 - 1.14 CV Driver Security Authentication
 - 1.15 Fleet and Freight Security
 - 1.16 Electronic Work Diaries International
 - 1.17 Intelligent Access Program International
 - 1.18 Intelligent Access Program - Weight Monitoring International
 - 1.19 Intelligent Speed Compliance International
- 2. *Data Management***
 - 2.1 ITS Data Warehouse
 - 2.2 Performance Monitoring
- 3. *Maintenance and Construction***
 - 3.1 Maintenance and Construction
 - 3.2 Maintenance and Construction Vehicle and Equipment Tracking
 - 3.3 Maintenance and Construction Vehicle Maintenance
 - 3.4 Roadway Automated Treatment
 - 3.5 Winter Maintenance
 - 3.6 Roadway Maintenance and Construction
 - 3.7 Work Zone Management
 - 3.8 Work Zone Safety Monitoring
 - 3.9 Maintenance and Construction Activity Coordination
 - 3.10 Infrastructure Monitoring
- 4. *Parking Management***
 - 4.1 Parking Space Management
 - 4.2 Smart Park and Ride System
 - 4.3 Parking Electronic Payment
 - 4.4 Regional Parking Management
- 5. *Public Safety***
 - 5.1 Emergency Call-Taking and Dispatch
 - 5.2 Routing Support for Emergency Responders
 - 5.3 Emergency Vehicle Preemption
 - 5.4 Mayday Notification
 - 5.5 Vehicle Emergency Response
 - 5.6 Incident Scene Pre-Arrival Staging Guidance for Emergency Responders
 - 5.7 Incident Scene Safety Monitoring
 - 5.8 Roadway Service Patrols
 - 5.9 Transportation Infrastructure Protection
 - 5.10 Wide-Area Alert
 - 5.11 Early Warning System



Metro

ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM

- 5.12 Disaster Response and Recovery
- 5.13 Evacuation and Reentry Management
- 5.14 Disaster Traveler Information
- 6. *Public Transportation*
 - 6.1 Transit Vehicle Tracking
 - 6.2 Transit Fixed-Route Operations
 - 6.3 Dynamic Transit Operations
 - 6.4 Transit Fare Collection Management
 - 6.5 Transit Security
 - 6.6 Transit Fleet Management
 - 6.7 Transit Passenger Counting
 - 6.8 Transit Traveler Information
 - 6.9 Transit Signal Priority
 - 6.10 Intermittent Bus Lanes
 - 6.11 Transit Pedestrian Indication
 - 6.12 Transit Vehicle at Station/Stop Warnings
 - 6.13 Vehicle Turning Right in Front of a Transit Vehicle
 - 6.14 Multi-modal Coordination
 - 6.15 Transit Stop Request
 - 6.16 Route ID for the Visually Impaired
 - 6.17 Transit Connection Protection
 - 6.18 Integrated Multi-Modal Electronic Payment
- 7. *Support*
 - 7.1 Connected Vehicle System Monitoring and Management
 - 7.2 Core Authorization
 - 7.3 Data Distribution
 - 7.4 Map Management
 - 7.5 Location and Time
 - 7.6 Object Registration and Discovery
 - 7.7 Privacy Protection
 - 7.8 Security and Credentials Management
- 8. *Sustainable Travel*
 - 8.1 Emissions Monitoring
 - 8.2 Eco-Traffic Signal Timing
 - 8.3 Eco-Traffic Metering
 - 8.4 Roadside Lighting
 - 8.5 Electric Charging Stations Management
 - 8.6 HOV/HOT Lane Management
 - 8.7 Eco-Lanes Management
 - 8.8 Eco-Approach and Departure at Signalized Intersections
 - 8.9 Connected Eco-Driving
 - 8.10 Low Emissions Zone Management
- 9. *Traffic Management*
 - 9.1 Infrastructure-Based Traffic Surveillance
 - 9.2 Vehicle-Based Traffic Surveillance
 - 9.3 Traffic Signal Control
 - 9.4 Connected Vehicle Traffic Signal System
 - 9.5 Traffic Metering
 - 9.6 Traffic Information Dissemination
 - 9.7 Regional Traffic Management
 - 9.8 Traffic Incident Management System
 - 9.9 Integrated Decision Support and Demand Management
 - 9.10 Electronic Toll Collection
 - 9.11 Road Use Charging
 - 9.12 Dynamic Roadway Warning



Metro

**ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM**

- 9.13 Standard Railroad Grade Crossing
- 9.14 Advanced Railroad Grade Crossing
- 9.15 Railroad Operations Coordination
- 9.16 Reversible Lane Management
- 9.17 Speed Warning and Enforcement
- 9.18 Drawbridge Management
- 9.19 Roadway Closure Management
- 9.20 Variable Speed Limits
- 9.21 Speed Harmonization
- 9.22 Dynamic Lane Management and Shoulder Use
- 9.23 Border Management Systems
- 10. Traveler Information**
 - 10.1 Broadcast Traveler Information
 - 10.2 Personalized Traveler Information
 - 10.3 Dynamic Route Guidance
 - 10.4 Infrastructure-Provided Trip Planning and Route Guidance
 - 10.5 Travel Services Information and Reservation
 - 10.6 Dynamic Ridesharing and Shared Use Transportation
 - 10.7 In-Vehicle Signage
- 11. Vehicle Safety**
 - 11.1 Autonomous Vehicle Safety Systems
 - 11.2 V2V Basic Safety
 - 11.3 V2V Situational Awareness
 - 11.4 V2V Special Vehicle Alert
 - 11.5 Curve Speed Warning
 - 11.6 Stop Sign Gap Assist
 - 11.7 Road Weather Motorist Alert and Warning
 - 11.8 Queue Warning
 - 11.9 Reduced Speed Zone Warning / Lane Closure
 - 11.10 Restricted Lane Warnings
 - 11.11 Oversize Vehicle Warning
 - 11.12 Pedestrian and Cyclist Safety
 - 11.13 Intersection Safety Warning and Collision Avoidance
 - 11.14 Cooperative Adaptive Cruise Control
 - 11.15 Infrastructure Enhanced Cooperative Adaptive Cruise Control
 - 11.16 Automated Vehicle Operations
- 12. Weather**
 - 12.1 Weather Data Collection
 - 12.2 Weather Information Processing and Distribution
 - 12.3 Spot Weather Impact Warning

ATTACHMENT E-2
SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT PROGRAM
SPECIAL GRANT CONDITIONS

Signal Synchronization and Bus Speed Improvement projects cover a wide variety of traffic engineering measures that can be categorized into four tiers:

- TIER 1** **Conventional Traffic Engineering** – such as coordinated traffic signal timing and functional intersection improvements
- TIER 2** **Transit Preferential Treatment and Priority Systems** – such as traffic signal priority and bottleneck intersection improvements
- TIER 3** **Computerized Traffic Control and Monitoring Systems** – such as central traffic control, adaptive traffic control, advanced transportation management, enhanced detection, and arterial performance measurement systems
- TIER 4** **Intelligent Transportation Systems (ITS)** – such as multi-agency system integration, advanced traveler information systems, changeable message signs, and CCTV distribution networks

1. Grantee is required to attend the LACMTA Arterial ITS Committee Meetings quarterly. Grantee shall provide the opportunity to LACMTA staff, other affected agencies and/or the Arterial ITS Committee, to review, comment and participate on all aspects of the Project implementation to achieve multi-jurisdictional consensus, including, but not limited to, scope of work, consultant selection, PS&E, system design, bid documents and Project deliverables.
2. Grantee shall conform the Project scope of work and engineering design to the LACMTA's Signal Synchronization and Bus Speed Improvement Program Guidelines.
3. Grantee shall cooperate with the regional Traffic Forum, a collection of agencies that make up a specific sub-region, and shall not advertise the Project for bid to begin construction before all affected agencies and/or regional Traffic Forum members have fully executed an agreement regarding the maintenance and operation of traffic signal synchronization system(s) along multi-jurisdictional corridor(s). Grantee shall deliver a copy of the fully executed agreement to LACMTA within seven (7) days from the date of full execution.
4. Grantee shall commit and/or secure non-LACMTA funds to maintain and operate the Project improvements. Grantee's failure to provide proper maintenance and operation of the Project improvements may jeopardize future LACMTA funding. Additionally, Grantee's Project shall not make major equipment or timing-plan changes on other Metro Call for Projects funded projects, including but not limited the regional Traffic Forum projects, within the first two years of Grantee's Project implementation/system operation without LACMTA or lead agency prior written approval. The obligations set forth in this section shall survive the expiration or termination of this Agreement.

5. For all Tier 3 and Tier 4 project developments, Grantee shall design for system compatibility with the arterial traffic control open system architecture. Grantee shall coordinate the system design through LACMTA staff to allow communication with the Information Exchange Network (IEN).
6. Grantee shall make available all data from the Project, including, without limitation, improvements and inventory data, to LACMTA upon request.

Grantee shall:

- a. provide real-time traffic data from the Project, if available, to the County (IEN)
- b. allow for archiving through the Regional Integration of ITS (RIITS) Network or any regional ITS software for regional corridor performance evaluation and monitoring purpose
- c. populate ITS FIRST inventory tool with data upon completion of project

The obligations set forth in this section shall survive the expiration or termination of this Agreement.

7. It is understood that the LACMTA/Grantee participation ratio established for this Project will apply to the total Project cost and not to the individual Project elements as defined and estimated in Attachment B.

**ATTACHMENT E-3
SUSTAINABLE DESIGN ELEMENTS REQUIREMENTS
SPECIAL GRANT CONDITIONS**

1. Grantee shall ensure its Project is in compliance with the LACMTA Sustainable Design Elements Requirements by meeting the following conditions:
 - a. Grantee shall attend the LACMTA-hosted training on sustainable design prior to the initiation of the construction phase. The LACMTA training on sustainable design will be held every Fall. For training details, Grantee shall be responsible for contacting the LACMTA Sustainability Policy Manager.
 - b. Grantee shall develop a Sustainable Design Plan (Plan), for LACMTA review and approval, that contains, at a minimum, the following elements:
 1. A list of the sustainable design elements which will be included in the Project.
 2. A summary description of mitigation measures committed through project environmental review.
 3. A detail description of how the Project's proposed sustainable design elements will achieve either (1) the LACMTA Sustainable Design Performance Metrics ("LACMTA Metrics"), found in Appendix J of the Call for Projects Application; or (2) Alternative Metrics, as defined below. If Grantee desires to use an Alternative Metrics, the Plan must establish the alternative set of performance metrics Grantee intends to use.
 4. A description of how Grantee will achieve each LACMTA Metrics or the Alternative Metrics, as applicable to the Scope of Work.

The "Alternative Metrics" is defined as any alternative metrics that exceeds business-as-usual performance in the following areas: energy and water use; waste reduction; stormwater management; and reduction of urban heat island effects, as applicable to the Scope of Work. Grantee may cite performance metrics from standardized sources including but not limited to LEED, LEED-ND, Envision, and Sites Initiative.

2. Prior to initiation of the construction phase of the Project, Grantee must be found in compliance with the Plan. Grantee's compliance with the Plan can be determined in one of two ways: the LACMTA Sustainability Policy Manager shall determine and certify Grantee's compliance with the Plan or the Grantee must provide written self-certification of compliance to the LACMTA Sustainability Policy Manager with these conditions found in Section 1(b).

3. Grantee shall report on the implementation of the Plan. As part of the Project closeout, Grantee shall certify that the Plan has been completed, with approval from the LACMTA Sustainability Policy Manager.

4. LACMTA's Sustainability Policy Manager Contact Information:
Paul Backstrom
BackstromP@metro.net
(213) 922-2183



FA Attachment F PROJECT READINESS CERTIFICATION

As part of the 2013 Call for Projects, the LACMTA Board of Directors, authorized a grant to GRANTEE for the Huntington Park Signal Synchronization and Bus Speed Improvement (the "Project").

Prior to execution of Funding Agreement for the Project, GRANTEE must assure LACMTA that GRANTEE has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded, and that the Project will be completed in a timely manner.

The undersigned, duly qualified and serving as Public Works Director for the City of Huntington Park, certifies that the below Project Readiness actions have been duly authorized and approved by its Governing Authority. The undersigned further certifies that the information submitted herein is true and accurate to the best of his/her knowledge.

Signature

Date

- 1) GRANTEE has incorporated the Project into the adopted Capital Improvement Program (CIP). The date the adopted CIP included the Project is set forth below and attached to this Certification is the CIP cover page and the date showing the Project.

Date of Adoption

- 2) GRANTEE hereby commits to provide its Local Match amount accepted by the LACMTA Board as follows:

Metro Grant Amount	Local Match Amount	Total Project Cost
\$ 936,927	\$ 249,057	\$ 1,185,984

3) GRANTEE hereby commits to the following Staffing Plan for the Project:

Staff Name	Job Title	% Project Responsibility
Janie Pichardo	Management Analyst	50%
Daniel Hernandez	Public Works Director	50%

4) GRANTEE hereby commits to deliver the Project by the Project Lapse Date.

Project Lapse Date: June 30, 2021

5) GRANTEE has submitted all of the foregoing to the Governing Authority of GRANTEE for approval in the date set forth below.

Date of Governing Authority Approval

(Submit Governing Authority Clerk stamped agenda/minutes)



CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

February 20, 2018

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

Dear Mayor and Members of the City Council:

CONSIDERATION OF ADOPTING AN URGENCY ORDINANCE FOR A CITY SERVICES PROTECTION MEASURE, AND CONSIDERATION OF RESOLUTIONS: DECLARING A FISCAL EMERGENCY PURSUANT TO PROVISIONS OF THE CALIFORNIA CONSTITUTION, CALLING FOR A SPECIAL MUNICIPAL ELECTION ON JUNE 5, 2018, AND PLACING A MEASURE BEFORE THE VOTERS OF THE CITY OF HUNTINGTON PARK WHICH WOULD PRESERVE VITAL CITY SERVICES; REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO AUTHORIZE AND ORDER THE CONSOLIDATION OF A SPECIAL MUNICIPAL ELECTION; SETTING PRIORITIES FOR FILING BALLOT ARGUMENTS AND DIRECTING CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. By at least 4/5 vote: waive reading in full and adopt the Urgency Ordinance No. 2018-963, for a City Services Protection Measure structured as a general transactions and use tax to be administered by the State Board of Equalization pursuant to Revenue & Taxation Code Section 7251 et seq., to be submitted for voter approval pursuant to Elections Code Section 9200 et seq. and Revenue and Taxation Code Section 7285.9;
2. By a unanimous vote: adopt Resolution No. 2018-06, declaring a fiscal emergency and calling and giving notice of a special municipal election to be held Tuesday, June 5, 2018, to submit to voters of the City of Huntington Park a City Services Protection Ordinance to adopt a 1% General Transactions and Use Tax; and
3. By at least a majority vote:
 - a. Adopt Resolution No. 2018-07, requesting the Board of Supervisors of the County of Los Angeles to authorize and order the consolidation of a special municipal election of the City of Huntington Park with other elections occurring on June 5, 2018, and requesting the County Clerk/Registrar of Voters to provide certain services in connection with such election; and

CONSIDERATION OF ADOPTING AN URGENCY ORDINANCE FOR A CITY SERVICES PROTECTION MEASURE, AND CONSIDERATION OF RESOLUTIONS: DECLARING A FISCAL EMERGENCY PURSUANT TO PROVISIONS OF THE CALIFORNIA CONSTITUTION, CALLING FOR A SPECIAL ELECTION ON JUNE 5, 2018, AND PLACING A MEASURE BEFORE THE VOTERS OF THE CITY OF HUNTINGTON PARK WHICH WOULD PRESERVE VITAL CITY SERVICES; REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO AUTHORIZE AND ORDER THE CONSOLIDATION OF A SPECIAL MUNICIPAL ELECTION; SETTING PRIORITIES FOR FILING BALLOT ARGUMENTS AND DIRECTING CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

February 20, 2018

Page 2 of 6

- b. Adopt Resolution No. 2018-08, setting deadlines for filing written arguments and rebuttals regarding the City measure and directing the City Attorney to prepare an impartial analysis

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

SUMMARY

The City Council will consider taking various actions necessary to submit a general transactions and use tax measure to voters of the City at a special election on June 5, 2018. It is estimated that, if voters approve the proposed transactions and use tax measure, it would generate approximately \$7.1 million annually to the City's General Fund, and such revenues would be available to ensure the preservations and strengthening of City services.

DISCUSSION

A. The City's Need for Additional Revenues

City Staff has reviewed the immediate and long-term needs of individual City Departments, and the service needs of the community.

In summary, the estimated cost of satisfying the various needs identified by the Departments of Public Works, Community Development, Parks and Recreation, Police, and Administration/Finance/Human Resources continues to grow. Necessary actions have been deferred by the City pending the City's receipt of adequate funding revenues.

- Further, various legal and legislative developments beyond the City's control have limited the funding sources available to address these needs. For example, in 2015, Senate Bill 107 re-characterized a significant portion of the City's property tax revenues from general fund to special fund revenues. Though SB 107 will aid the City in meeting its long-term pension obligations, it has placed significant short-term burdens on the City's general fund.
- Assembly Bill 109 (Public Safety Realignment) became law in April 2011, under which "non-violent" offenders serving jail time in state prisons are transferred to overburdened county facilities. Such offenders are now supervised by county probation departments rather than the State Department of Corrections. This legislation has significantly impacted local governments by requiring: additional

CONSIDERATION OF ADOPTING AN URGENCY ORDINANCE FOR A CITY SERVICES PROTECTION MEASURE, AND CONSIDERATION OF RESOLUTIONS: DECLARING A FISCAL EMERGENCY PURSUANT TO PROVISIONS OF THE CALIFORNIA CONSTITUTION, CALLING FOR A SPECIAL ELECTION ON JUNE 5, 2018, AND PLACING A MEASURE BEFORE THE VOTERS OF THE CITY OF HUNTINGTON PARK WHICH WOULD PRESERVE VITAL CITY SERVICES; REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO AUTHORIZE AND ORDER THE CONSOLIDATION OF A SPECIAL MUNICIPAL ELECTION; SETTING PRIORITIES FOR FILING BALLOT ARGUMENTS AND DIRECTING CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

February 20, 2018

Page 3 of 6

local funding for front-line public safety efforts; greater city involvement correction efforts; local supervision of offenders released from jail facilities; and additional local jail facilities for short-term incarceration.

- In February 2012 all redevelopment agencies in California were terminated, which: eliminated a vital economic development tool for cities; eliminated a revenue source for eliminating blight, completing infrastructure improvements and repairs; and eliminated an irreplaceable funding sources for public safety needs. The burden of funding these activities now rests on the City's general fund.
- As part of the redevelopment dissolution process, the City was required to remit general fund money to the Los Angeles County Auditor-Controller for allocation to area taxing entities.
- Due to the decline in oil and fuel costs, the City has experienced significant reductions in gas tax revenues per year. The City anticipates these revenues will continue to decline for the foreseeable future.
- The capital improvement and maintenance needs of the City are growing exponentially at rates that exceed revenue growth. The City's infrastructure (including sewers, streets, storm drains, public safety facilities, etc.) continues to age, and require immediate replacements and repairs and needed to maintain satisfactory levels of service.
- In recent years the State of California has shifted the costs of state programs to local governments. For example, Educational Revenue Augmentation Funds, Public Safety Realignment Plans, and the dissolution of redevelopment agencies have all negatively impacted City revenues and increased costs.
- Recent changes in federal fiscal policy are expected to reduce the City's allocation of federal grants for transportation, affordable housing, and community development purposes. The City will either need to cut or significantly reduce the community services provided under these programs, or shift the cost to the general fund.

CONSIDERATION OF ADOPTING AN URGENCY ORDINANCE FOR A CITY SERVICES PROTECTION MEASURE, AND CONSIDERATION OF RESOLUTIONS: DECLARING A FISCAL EMERGENCY PURSUANT TO PROVISIONS OF THE CALIFORNIA CONSTITUTION, CALLING FOR A SPECIAL ELECTION ON JUNE 5, 2018, AND PLACING A MEASURE BEFORE THE VOTERS OF THE CITY OF HUNTINGTON PARK WHICH WOULD PRESERVE VITAL CITY SERVICES; REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO AUTHORIZE AND ORDER THE CONSOLIDATION OF A SPECIAL MUNICIPAL ELECTION; SETTING PRIORITIES FOR FILING BALLOT ARGUMENTS AND DIRECTING CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

February 20, 2018

Page 4 of 6

B. Addressing the City’s Revenue Needs

City staff recommends that the City Council consider submitting a tax measure to City voters; and particularly a sales (transactions and use) tax. If approved by City voters, a tax measure would generate millions in annual revenues to the City; enabling it to satisfy both short and long-term financial obligations, and increase (or at least maintain) the level of services it provides the community.

Huntington Park currently does not impose a transaction and use tax. Many neighboring jurisdictions impose such a sales tax.

Cities with Transactions and Use Tax		
City Name	Tax Rate	Estimated Annual Revenue
Commerce	0.5%	\$7.3 million
Downey	0.5%	\$9 million
La Mirada	1.0%	\$5.7 million
Long Beach	1.0%	\$36 million
Lynwood	1.0%	\$4.5 million
Pico Rivera	1.0%	\$9 million

Huntington Park is in the same geographical area as these communities, it competes with these cities in various areas including private business enterprise/investment, employee recruitment and retention, and housing and commercial development. The significant tax revenues enjoyed by these communities places Huntington Park at a disadvantage.

C. Proposed City Services Protection Measure (Transactions and Use Tax) and Procedure Therefore

In light of the foregoing, presented for the City Council’s consideration is a proposed City Services Protection Measure, structured as a 1.0% transaction and use tax.

Proposition 218 requires any new tax to be submitted to and approved by City voters. Additionally, before a tax measure may be considered at a special election, the City Council must make a unanimous finding of an emergency.

Given the significant and immediate needs facing the City (outlined above), and because the next general election in the City is not until March 2020, the City Council

CONSIDERATION OF ADOPTING AN URGENCY ORDINANCE FOR A CITY SERVICES PROTECTION MEASURE, AND CONSIDERATION OF RESOLUTIONS: DECLARING A FISCAL EMERGENCY PURSUANT TO PROVISIONS OF THE CALIFORNIA CONSTITUTION, CALLING FOR A SPECIAL ELECTION ON JUNE 5, 2018, AND PLACING A MEASURE BEFORE THE VOTERS OF THE CITY OF HUNTINGTON PARK WHICH WOULD PRESERVE VITAL CITY SERVICES; REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO AUTHORIZE AND ORDER THE CONSOLIDATION OF A SPECIAL MUNICIPAL ELECTION; SETTING PRIORITIES FOR FILING BALLOT ARGUMENTS AND DIRECTING CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

February 20, 2018

Page 5 of 6

may make the “emergency” finding needed to submit the proposed tax measure to voters at a special election to be held on June 5, 2018.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with approving the recommended action, other than the cost of conducting the special election. Approval of the City Services Protection Measure by City voters will result in additional annual revenues.

CONCLUSION

Upon City Council approval, staff will proceed as directed.

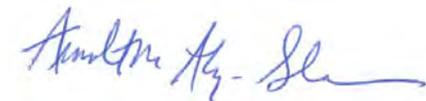
Respectfully submitted,



RICARDO REYES
Interim City Manager



NITA MCKAY
Director of Finance



ARNOLD M. ALVAREZ-GLASMAN
City Attorney

CONSIDERATION OF ADOPTING AN URGENCY ORDINANCE FOR A CITY SERVICES PROTECTION MEASURE, AND CONSIDERATION OF RESOLUTIONS: DECLARING A FISCAL EMERGENCY PURSUANT TO PROVISIONS OF THE CALIFORNIA CONSTITUTION, CALLING FOR A SPECIAL ELECTION ON JUNE 5, 2018, AND PLACING A MEASURE BEFORE THE VOTERS OF THE CITY OF HUNTINGTON PARK WHICH WOULD PRESERVE VITAL CITY SERVICES; REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO AUTHORIZE AND ORDER THE CONSOLIDATION OF A SPECIAL MUNICIPAL ELECTION; SETTING PRIORITIES FOR FILING BALLOT ARGUMENTS AND DIRECTING CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

February 20, 2018

Page 6 of 6

ATTACHMENT(S)

- A. Urgency Ordinance No. 2018-963, for the imposition of the General Transactions and Use Tax
- B. Resolution No. 2018-06, declaring an emergency and calling and giving notice of a special municipal election to be held on Tuesday, June 5, 2018
- C. Resolution No. 2018-07, requesting the Board of Supervisors of the County of Los Angeles to authorize and order the consolidation of a special municipal election
- D. Resolution No. 2018-08, setting priorities for filing written arguments and rebuttal arguments regarding City measure and directing the City Attorney to prepare an impartial analysis.

ATTACHMENT "A"

1 **URGENCY ORDINANCE NO. 2018-963**

2 **AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE**
3 **CITY OF HUNTINGTON PARK, CALIFORNIA, ADOPTING A**
4 **GENERAL TRANSACTIONS AND USE TAX TO BE**
5 **ADMINISTERED BY THE STATE BOARD OF EQUALIZATION**
6 **PURSUANT TO CALIFORNIA REVENUE & TAXATION CODE**
7 **SECTIONS 7251 ET SEQ., SUBJECT TO VOTER APPROVAL**

8 **WHEREAS**, despite the City of Huntington Park's efforts to maintain fiscal
9 management and accountability, it is experiencing serious and detrimental financial and
10 budgetary impacts because of increased service demands, difficulty recruiting and retaining
11 of qualified employees, deferred maintenance and improvements to public utilities and
12 infrastructure, and a reduction in state and federal funding support, and like many cities in
13 California faces inadequate funding to address essential public safety and public service
14 needs;

15 **WHEREAS**, the City has implemented a number of cost-saving measures, having
16 reduced the number of employees, implemented operational efficiency and other controls,
17 deferred cost of living adjustments, and deferred utility and capital improvement needs;

18 **WHEREAS**, the City has identified millions of dollars in needed funding to address
19 these needs;

20 **WHEREAS**, various changes in state and federal law and policy have significantly
21 reduced or entirely eliminated local programs and revenues sources the City was previously
22 reliant on, and recent changes in state law have increased local costs associated with public
23 safety efforts and state program administration;

24 **WHEREAS**, despite its efforts, the City of Huntington Park is projecting a general
25 fund budget deficit and the City's general fund reserves may be entirely depleted in the near
26 future;

27 **WHEREAS**, without an immediate source of new revenue, the City of Huntington
28 Park will be forced to make further reductions to essential services to the community;

WHEREAS, a local revenue measure will make it possible for the City of Huntington
Park to improve: its overall community services, for example, by hiring additional police
officers and fire personnel to reduce emergency response times, and recruit and maintain the
most qualified public safety personnel; fix and repair the condition of deteriorating
neighborhood streets and major roads and highways which would improve traffic flow,
reduce congestion, and improve emergency response times; fighting blight and crime by
expanding neighborhood graffiti removal programs, youth anti-gang and drugs prevention
programs, and after-school programs and activities; and

WHEREAS, pursuant to Section 2(b) of Article XIIC of the California Constitution,
the City Council has unanimously declared the existence of an emergency in that there are
immediate financial risks and dangers, as described in the Resolution declaring an emergency
adopted on even date herewith, to the public welfare and the City's financial ability to
provide essential municipal services without disruption, and the City Council has called a
special municipal election for Tuesday, June 5, 2018, at which election this Ordinance shall
be submit to the qualified voters of the City of Huntington Park.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK DOES HEREBY ORDAIN AS FOLLOWS, AND IF

1 **APPROVED BY THE VOTERS OF THE CITY OF HUNTINGTON PARK, THE**
2 **PEOPLE OF THE CITY OF HUNTINGTON PARK DO ORDAIN AS FOLLOWS:**

3 **SECTION 1. DECLARATION OF URGENCY.** This Ordinance is adopted
4 as an urgency measure pursuant to Government Code section 36934, to take effect upon the
5 Operative Date as defined herein. Based upon the staff reports, presentations, public
6 testimony, and other matters presented to the City Council during its consideration of this
7 Ordinance, the City Council hereby finds and declares that the foregoing recitals are true and
8 correct, and expressly incorporates the same herein as a substantive part of this Ordinance,
9 and further that such recitals accurately reflect the dire financial condition of the City, the
10 immediate and long-term needs of the City, and the inadequacy of existing revenues to fund
11 such needs, all of which create a present and immediate threat to the public health, safety and
12 general welfare of the community, in that absent the adoption of this Ordinance, the City will
13 lack sufficient revenues to fund necessary public safety and community services and
14 programs, or to pay for essential improvements, repairs, and maintenance of public
15 infrastructure and facilities.

16 **SECTION 2. TITLE AND SCOPE.** This Ordinance shall be known as the “City of
17 Huntington Park Transactions and Use Tax Ordinance.” The City of Huntington Park shall be
18 called “City” herein, and this Ordinance shall be applicable in the incorporated territory of the
19 City.

20 **SECTION 3. OPERATIVE DATE.** “Operative Date” as used herein means the
21 first day of the first calendar quarter commencing more than one hundred and ten (110) days
22 after the City Council declares the results of the special election held on June 5, 2018.

23 **SECTION 4. PURPOSE.** This Ordinance is adopted to achieve the following
24 purposes, among others, and directs that the provisions hereof be interpreted in order to
25 accomplish those purposes:

26 A. To impose a retail transactions and use tax in accordance with the provisions of
27 Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue & Taxation Code and
28 Section 7285.9 of Part 1.7 of Division 2, which authorizes the City to adopt this tax
Ordinance which shall be operative if a majority of the electors voting on the measure vote to
approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax Ordinance that incorporates provisions
identical to those of the Sales and Use Tax Law of the State of California insofar as those
provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of
Division 2 of the Revenue & Taxation Code.

C. To adopt a retail transactions and use tax Ordinance that imposes a tax and
provides a measure therefore that can be administered and collected by the State Board of
Equalization in a manner that adopts itself as fully as practicable to, and requires the least
possible deviation from, the existing statutory and administrative procedures followed by the
State Board of Equalization in administering and collecting the California Sales and Use
Taxes.

D. To adopt a retail transactions and use tax Ordinance that can be administered in
a manner that will be, to the greatest degree possible, consistent with the provisions of Part
1.6 of Division 2 of the Revenue & Taxation Code, minimize the cost of collecting the
transactions and use taxes, and at the same time, minimize the burden of record keeping upon
persons subject to taxation under the provisions of this Ordinance.

SECTION 5. CONTRACT WITH THE STATE. Prior to the Operative
Date, the City shall contract with the State Board of Equalization to perform all functions
incident to the administration and operation of this transactions and use tax Ordinance;

1 provided that if the City shall not have contracted with the State Board of Equalization prior
2 to the Operative Date, it shall nevertheless so contract and in such case the Operative Date
shall be the first day of the first calendar quarter following the execution of the contract.

3 **SECTION 6. TRANSACTIONS TAX RATE.** For the privilege of selling tangible
4 personal property at retail, a tax is hereby imposed upon all retailers in the incorporated
5 territory of the City at the rate of one percent (1%) of the gross receipts of any retailer from
the sale of all tangible personal property sold at retail in said territory on and after the
operative date of this Ordinance.

6 **SECTION 7. PLACE OF SALE.** For purposes of this Ordinance, all retail sales are
7 consummated at the place of business of the retailer unless the tangible personal property
8 sold is delivered by the retailer or his agent to an out-of-state destination or to a common
9 carrier for delivery to an out-of-state destination. The gross receipts from such sales shall
10 include delivery charges, when such charges are subject to the state sales and use tax,
regardless of the place to which delivery is made. In the event a retailer has no permanent
place of business in the State or has more than one place of business, the place or places at
which the retail sales are consummated shall be determined under rules and regulations to be
prescribed and adopted by the State Board of Equalization.

11 **SECTION 8. USE TAX RATE.** An excise tax is hereby imposed on the storage,
12 use or other consumption in the City of tangible personal property purchased from any
13 retailer on and after the Operative Date of this Ordinance for storage, use or other
14 consumption in said territory at the rate of one percent (1%) of the sales price of the property.
The sales price shall include delivery charges when such charges are subject to state sales or
use tax regardless of the place to which delivery is made.

15 **SECTION 9. ADOPTION OF PROVISIONS OF STATE LAW.** Except as
16 otherwise provided in this Ordinance, and except insofar as they are inconsistent with the
17 provisions of Part 1.6 of Division 2 of the Revenue & Taxation Code, all of the provisions of
Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are
hereby adopted and made a part of this Ordinance as though fully set forth herein.

18 **SECTION 10. LIMITATIONS ON ADOPTION OF STATE LAW AND**
19 **COLLECTION OF USE TAXES.** In adopting the provisions of Part 1 of Division 2 of the
Revenue & Taxations Code:

20 A. Wherever the State of California is named or referred to as the taxing entity, the
21 name of the City shall be substituted therefor. However, the substitution shall not be made
when:

22 1) The word "State" is used as part of the title of the State Controller, State
23 Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the
Constitution of the State of California;

24 2) The result of that substitution would require action to be taken by or against
25 the City or any agency, officer, or employee thereof rather than by or against the State Board
of Equalization, in performing the functions incident to the administration or operation of this
Ordinance;

26 3) In those sections, including, but not necessarily limited to sections referring
27 to the exterior boundaries of the State of California, where the results of the substitution
would be to:

28 a) Provide an exception from this tax with respect to certain sales,
storage, use or other consumption of tangible personal property which would not otherwise
be exempt from this tax while such sales, storage, use or other consumption remain subject to

1 tax by the State under the provisions of Part 1 of Division 2 of the Revenue & Taxation
2 Code, or;

3 b) Impose this tax with respect to certain sales, storage, use or other
4 consumption of tangible personal property which would not be subject to tax by the State
5 under said provision of that code;

6 4) In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715,
7 6737, 6797, or 6828 of the Revenue & Taxation Code; and

8 5) The word "City" shall be substituted for the word "State" in the phrase
9 "retailer engaged in the business of this state" in Section 6203 and in the definition of that
10 phrase in Section 6203.

11 **SECTION 11. PERMIT NOT REQUIRED.** If a seller's permit has been issued to
12 a retailer under Section 6067 of the Revenue & Taxation Code, an additional transactor's
13 permit shall not be required by this Ordinance.

14 **SECTION 12. EXEMPTIONS AND EXCLUSIONS.**

15 A. There shall be excluded from the measure of the transactions tax and the use tax
16 the amount of any sales tax or use tax imposed by the State of California or by any city, city
17 and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law,
18 or the amount of any state-administered transactions or use tax.

19 B. There are exempted from the computation of the amount of transactions tax the
20 gross receipts from:

21 1) Sales of tangible personal property, other than fuel or petroleum products, to
22 operators of aircraft to be used or consumed principally outside the county in which the sale
23 is made and directly and exclusively in the use of such aircraft as common carriers of persons
24 or property under the authority of the laws of this State, the United States, or any foreign
25 government.

26 2) Sales of property to be used outside the City which is shipped to a point
27 outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or
28 his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point.
For the purpose of this paragraph, delivery to a point outside the City shall be satisfied:

a) With respect to vehicles (other than commercial vehicles) subject
to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of
the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public
Utilities Code, and undocumented vessels registered under Division 3.5 (commencing
with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a
declaration under penalty of perjury, signed by the buyer, stating that such address is, in
fact, his or her principal place of residence; and;

b) With respect to commercial vehicles, by registration to a place of
business out-of-City and declaration under penalty of perjury, signed by the buyer, that
the vehicle will be operated from that address.

3) The sale of tangible personal property if the seller is obligated to furnish
the property for a fixed price pursuant to a contract entered into prior to the operative
date of this Ordinance.

1 4) A lease of tangible personal property which is a continuing sale of such
2 property, for any period of time for which the lessor is obligated to lease the property for
an amount fixed by the lease prior to the operative date of this Ordinance.

3 5) For the purposes of subparagraphs (3) and (4) of this section, the sale or
4 lease of tangible personal property shall be deemed not to be obligated pursuant to a
5 contract or lease for any period of time for which any party to the contract or lease has
the unconditional right to terminate the contract or lease upon notice, whether or not such
right is exercised.

6 C. There are exempted from the use tax imposed by this Ordinance, the storage,
7 use or other consumption in this City of tangible personal property:

8 1) The gross receipts from the sale of which have been subject to a
9 transactions tax under any state-administered transactions and use tax ordinance.

10 2) Other than fuel or petroleum products purchased by operators of aircraft
11 and used or consumed by such operators directly and exclusively in the use of such
12 aircraft as common carriers of persons or property for hire or compensation under a
certificate of public convenience and necessity issued pursuant to the laws of this State,
the United States, or any foreign government. This exemption is in addition to the
exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of
the State of California.

13 3) If the purchaser is obligated to purchase the property for a fixed price
14 pursuant to a contract entered into prior to the operative date of this Ordinance.

15 4) If the possession of, or the exercise of any right or power over, the
16 tangible personal property arises under a lease which is a continuing purchase of such
property for any period of time for which the lessee is obligated to lease the property for
an amount fixed by a lease prior to the operative date of this Ordinance.

17 5) For the purposes of subparagraphs (3) and (4) of this section, storage,
18 use, or other consumption, or possession of, or exercise of any right or power over,
19 tangible personal property shall be deemed not to be obligated pursuant to a contract or
20 lease for any period of time for which any party to the contract or lease has the
unconditional right to terminate the contract or lease upon notice, whether or not such
right is exercised.

21 6) Except as provided in subparagraph (7), a retailer engaged in business in the
22 City shall not be required to collect use tax from the purchaser of tangible personal property,
23 unless the retailer ships or delivers the property into the City or participates within the City in
24 making the sale of the property, including, but not limited to, soliciting or receiving the order,
either directly or indirectly, at a place of business of the retailer in the City or through any
representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority
of the retailer.

25 7) "A retailer engaged in business in the City" shall also include any retailer of
26 any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with
27 Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section
21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5
28 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to
collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at
an address in the City.

1 **SECTION 13. NEW REVENUE USE RESTRICTION.** Any new revenues
2 generated by the passage and collection of this transaction and use tax shall be available for
any general fund purpose(s).

3 **SECTION 14. AMENDMENTS TO STATE LAW.** All amendments subsequent to
4 the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code
relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of
5 Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7
of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this
6 Ordinance, provided however, that no such amendment shall operate so as to affect the rate of
tax imposed by this Ordinance.

7 **SECTION 15. ENJOINING COLLECTION FORBIDDEN.** No injunction or writ
8 of mandate or other legal or equitable process shall be issued in any suit, action or proceeding
in any court against the State or the City, or against any officer of the State or the City, to
9 prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the
Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

10 **SECTION 16. SEVERABILITY.** If any provision of this Ordinance or the
11 application thereof to any person or circumstance is held invalid, the remainder of the
ordinance and the application of such provision to other persons or circumstances shall not be
12 affected thereby.

13 **SECTION 17. EFFECTIVE DATE AND SUBMISSION TO VOTERS.** This
14 Ordinance relates to the levying and collecting of City transactions and use taxes and shall
take effect immediately. However, no tax imposed by this Ordinance shall be effective unless
15 that tax has been approved by the voters of the City, at an election held on June 5, 2018, as
required by Section 2(b) of Article XIIC of the California Constitution and applicable law.

16 **SECTION 18. AMENDMENT AND TERMINATION.** The authority to levy the
17 taxes imposed by this Ordinance shall continue indefinitely until this ordinance is repealed.
The City Council may amend this Ordinance to reduce the rate of the taxes, either
18 permanently or for a set period of time, without a further vote of the people. However, as
required by Article XIIC of the California Constitution, no amendment to this Ordinance
19 may increase the rates of the taxes above what is authorized by this Ordinance unless such
amendment is submitted to and approved by the voters.

20 **SECTION 19. DECLARATION.** The proceeds of the taxes imposed by this
21 Ordinance may be used for any lawful purpose of the City, as authorized by Ordinance,
Resolution or action of the City Council or by Ordinance adopted by the electorate of the
22 City. These taxes do not meet the criteria established by Section (d) of Article XIIC of the
California Constitution for special taxes, and are general taxes imposed for general
23 government purposes.

24 **SECTION 20. ACCOUNTABILITY.** The City's expenditure of the proceeds of the
25 taxes imposed by this Ordinance shall be reviewed annually in conjunction with, and as part
of the City's usual annual financial audit, and the results of such review shall be made
available for inspection by the public.

26 **SECTION 21. CODIFICATION.** If a majority of the electors voting on this
27 Ordinance vote to approve the imposition of the tax imposed hereby at an election called for
that purpose, Sections 2 through 19, inclusive, of this Ordinance, shall be codified in the
28 Huntington Park Code at Title 3, Chapter 12 "Transactions and Use Tax", Section 3-12.01
through Section 3-12.19.

ATTACHMENT "B"

1 **WHEREAS**, pursuant to Section 2(B) of Article XIII C of California’s Constitution,
2 the City Council may submit a local tax measure to voters at a special municipal election
called for that purpose upon declaring an emergency.

3 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF**
4 **HUNTINGTON PARK, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE,**
DETERMINE, AND ORDER AS FOLLOWS:

5 **SECTION 1.** That based upon staff presentations, reports, public testimony,
6 and other matters presented to the City Council during its consideration of this matter, the
7 foregoing recitals are true and correct and incorporated as substantive findings of this
resolution, and further makes the additional findings set forth below in this Resolution.

8 **SECTION 2.** That pursuant to Section 2(b) of Article XIII C of California’s
9 Constitution, the City Council hereby finds and declares an emergency, and that it is
necessary and appropriate to submit a local tax measure to the voters at a special election that
will occur before the next regularly scheduled election of the City of Huntington Park.

10 **SECTION 3.** That in accordance with the requirements of the Huntington Park
11 Municipal Code and the laws of the State of California, a special municipal election is hereby
called and ordered to be held in the City of Huntington Park, California, on Tuesday, June 5,
12 2018.

13 **SECTION 4.** That at said election there shall be submitted to the qualified
14 voters of the City of Huntington Park a City Services Protection Ballot Measure in the form
of an additional one percent (1%) general transactions and use tax.

15 **SECTION 5.** That the text of the measure, to be labeled or designated by the
County Clerk, is attached hereto as Exhibit A, and incorporated herein by this reference.

16 **SECTION 6.** That the procedures for voting for and against said question shall be
17 those established by Los Angeles County, and the ballot measure and question submitted to
the qualified voters of the City at such election shall be in the following form:

MEASURE “ ”: CITY OF HUNTINGTON PARK CITY SERVICES PROTECTION MEASURE	
To preserve public safety, community programs and prevent significant cuts to essential services, by funding general City services including hiring additional police and fire personnel, maintaining anti-gang and graffiti efforts, youth and after-school parks and recreation services, expanding and improving City parks, fixing City streets and public infrastructure, shall the City sales tax be increased by one cent with annual financial audits, expenditure reports, and financial oversight?	YES _____
	NO _____

25 **SECTION 7.** That the City Clerk shall request a designation of letter “P” and as an
26 alternate choice letter “S” for the above-referenced measure from the Register-Recorder /
27 County Clerk of the County of Los Angeles.

28 **SECTION 8.** That the ballots to be used at the election shall be in the form and
content required by law.

SECTION 9. Under separate resolution, the Board of Supervisors of Los Angeles
County shall cause the precincts, polling places and elections officers for said election to be

1 established and cause the returns of said election to be canvassed and to certify the same to
2 the City Council of the City of Huntington Park. The vote requirement for passage of the
3 measure is a majority of the votes cast (50% plus 1). The City agrees that it will reimburse
4 the County of Los Angeles for all related election costs incurred for this special election.

5 **SECTION 10.** That the polls for the election shall be open at seven (7) o'clock a.m.
6 on the day of the election, and shall remain open continuously from that time until eight (8)
7 o'clock p.m. on the same day when the polls shall be closed pursuant to Elections Code
8 Section 10242, except as provided in Section 14401 of the Elections Code of the State of
9 California.

10 **SECTION 11.** That the City Council directs the City Clerk to transmit a copy of the
11 measure to the City Attorney, and the City Attorney shall prepare an impartial analysis of the
12 measure in accordance with Elections Code Section 9280. The impartial analysis of the
13 measure shall not exceed 500 words showing the effect of the measure on the existing law
14 and the operation of the measure. *The analysis shall include a statement indicating
15 whether the measure was placed on the ballot by a petition signed by the requisite number
16 of voters or by the governing body of the city. In the event the entire text of the measure is
17 not printed on the ballot, or in the voter information portion of the sample ballot, there
18 shall be printed immediately below the impartial analysis, in no less than 10-point type, the
19 following: "The above statement is an impartial analysis of Ordinance or Measure __. If
20 you desire a copy of the ordinance or measure, please call the election official's office at
21 (insert phone number) and a copy will be mailed at no cost to you."* The impartial analysis
22 shall be filed with the City Clerk in accordance with the deadline(s) established by law.

23 **SECTION 12.** Notice of the time and place of holding the election is hereby given
24 and the City Clerk is authorized, instructed, and directed to give further or additional notice
25 of the election, in time, form, manner, and substance as required by law, with such authority
26 including but not limited to fixing and determining the date prior to the election for the
27 submission to the City Clerk of arguments in favor of or against the measure. The arguments
28 shall comply with Elections Code Sections 9282 and 9283. If more than one argument in
favor or more than one argument against the measure is submitted within the time prescribed,
the City Clerk shall select one of the arguments in favor and one of the arguments against the
measure for printing and distribution to the voters, in accordance with Elections Code Section
9287. Pursuant to Elections Code Section 9285, when the City Clerk has selected the
arguments for and against the measure which will be distributed to the voters, the City Clerk
shall send copies of the arguments in favor of the measure to the authors of the arguments
against, and copies of the arguments against to the authors of the arguments in favor. Rebuttal
arguments shall comply with Elections Code Section 9285 and shall be submitted to the City
Clerk on or before date fixed therefore, and the City Clerk shall print and distribute such
rebuttal arguments in the same manner as the direct arguments, with each rebuttal argument
printed immediately following the direct argument which it seeks to rebut.

SECTION 13. That in all particulars not recited in this Resolution, the election
hereby called shall be as provided by law for the holding of municipal elections in the City.

SECTION 14. That the City Clerk shall certify to the passage and adoption of this
Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 20th day of February, 2018.

CITY OF HUNTINGTON PARK

Marilyn Sanabria, Mayor

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTEST:

Donna Schwartz, CMC
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

EXHIBIT A
URGENCY ORDINANCE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTACHMENT "C"

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECTION 3. That the County Elections Department is authorized to canvass the returns of the Special Municipal Election and to certify the same to the City Council of the City of Huntington Park at the time and in the manner provided by law. The election shall be held in all respects as if there were only one (1) election, and only one (1) form of ballot shall be used. The vote requirement for passage of the measure shall be a majority of the votes cast (50% plus 1).

SECTION 4. That the Board of Supervisors is requested to issue instructions to the County Elections Department and/or the County Clerk / Registrar of Voters to take any and all steps necessary for the holding of the consolidated election.

SECTION 5. That the City of Huntington Park recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

SECTION 6. That the City Clerk is hereby authorized and directed to file a certified copy of this Resolution with the Board of Supervisors and the County Elections Department of the County of Los Angeles.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 20th day of February, 2018.

CITY OF HUNTINGTON PARK

Marilyn Sanabria, Mayor

ATTEST:

Donna Schwartz, CMC
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENT "D"

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, February 20, 2018

PUBLIC HEARING

COMMUNITY DEVELOPMENT

9. **Consideration and Approval of an Ordinance Amendment Bundle Relating to Various Sections of the City of Huntington Park's Municipal Code**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis;
3. Waive first reading and introduce Ordinance No. 2018-962, approving a Zoning Ordinance Amendment bundle relating to various sections of the City of Huntington Park's Municipal Code; and
4. Schedule the second reading and adoption of said Ordinance, as described above, for the March 6, 2018 City Council meeting.

**ITEM WILL BE CONTINUED TO
NEXT REGULAR CITY COUNCIL MEETING OF
March 6, 2018**