

# CITY OF HUNTINGTON PARK

## City Council

### Regular Meeting Agenda

**Tuesday, May 1, 2018**

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

**Jhonny Pineda**  
Mayor

**Karina Macias**  
Vice Mayor

**Graciela Ortiz**  
Council Member



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

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

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

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

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

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

### **Public Comment**

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

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

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

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the

Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

### **Additions/Deletions to Agenda**

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

### **Important Notice**

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

**CALL TO ORDER**

**ROLL CALL**

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

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

"Certificates of Appreciation" presented to all the Volunteers Who Participated in "Earth Day"

Presentation on Huntington Park's 2<sup>nd</sup> Annual "Earth Day"

**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)  
Case name: MKay v. City of Huntington Park, et al.
  
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9 (d)(1)  
Case Name: City of Huntington Park v. Kevin Hunt; Central Basin Municipal Water District, et.al. LASC Case No. BS169612

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 April 17, 2018; and
- 1-2 City Council Special Meeting held April 18, 2018.

### **FINANCE**

**2. Approve Accounts Payable and Payroll Warrant(s) dated May 1, 2018**

### **COMMUNITY DEVELOPMENT**

**3. Ordinance Amending Chapter 5, Section 5-3.7 and Section 5-3.8 of the Downtown Specific Plan (DTSP) to Include Language Allowing for Additional Roof Signage and the Adoption of an Associated Negative Declaration under California Environmental Quality Act (CEQA)**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

- 1. Waive second reading and adopt Ordinance No. 2018-964, amending Chapter 5, Section 5-3.7 and Section 5-3.8 of the Downtown Huntington Park Specific Plan (DTSP) and adopting a Negative Declaration.

## END OF CONSENT CALENDAR

## REGULAR AGENDA

### COUNCIL

#### 4. **Council Appointments to Youth Commission**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make appointments to the Youth Commission consistent with the provisions set forth in Resolution No. 2015-19 and Ordinance 939-NS.

### COMMUNITY DEVELOPMENT

#### 5. **Consideration and Approval of an Award of Contract to Alfredo De La Torre Construction Services in Connection with the City's Lead Based Paint Program for Property Located at 7020 Mountain View Avenue, Huntington park, California**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a contract with Alfredo De La Torre Construction Services for an amount of \$21,075 to remediate lead-based paint hazards on a three (3) multi-family unit located at 7020 Mountain View Avenue (Units: A, C & D); and
2. Authorize Interim City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

#### 6. **Consideration and Approval of an Award of Contract to Alfredo De La Torre Construction Services in Connection with the City's Lead Based Paint Program for Property Located at 6321 Passaic Street, Huntington park, California**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a contract with Alfredo De La Torre Construction Services for an amount of \$25,025 to remediate lead-based paint hazards on a three (3) multi-family unit located at 6321 Passaic Street (A & B); and
2. Authorize Interim City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

**REGULAR AGENDA (CONTINUED)**

**COMMUNITY DEVELOPMENT (CONTINUED)**

- 7. Consideration and Approval of an Award of Contract to Sarahang Construction, Inc. in Connection with the City's Lead Based Paint Program for Property Located at 6342 Hollenbeck Street, Huntington park, California**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a contract with Sarahang Construction, Inc. for an amount of \$34,900 to remediate lead-based paint hazards on a four (4) multi-family unit located at 6342 Hollenbeck Street (A, B & C); and
2. Authorize Interim City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

**FINANCE**

- 8. Consideration and Approval of a Resolution to Adopt Debt Issuance and Management Policy**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2018-11 adopting a debt issuance and management policy and taking related actions.

- 9. Consideration and Approval of a Resolution Affirming Subordination of Reimbursement Obligations Owed by Successor Agency to the Community Development Commission of the City of Huntington Park Under a 2007 Amended and Restated Reimbursement Agreement with Respect to Pledge of Property Tax Revenues**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2018-12, affirming subordination of reimbursement obligations owed by the Successor Agency to the Community Development Commission of the City of Huntington Park under a 2007 Amended and Restated Reimbursement Agreement with respect to pledge of property tax revenues and taking related actions.

**REGULAR AGENDA (CONTINUED)**

**PARKS & RECREATION**

- 10. Consideration and Approval of First Amendment to the Professional Services Agreement (PSA) with Pyro Engineering for the City of Huntington Park's 2018, 4<sup>th</sup> of July Fireworks Display**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to agreement with Pyro Engineering to provide pyrotechnic services for the City of Huntington Park's 2018, 4<sup>th</sup> of July Celebration; and
2. Authorize Interim City Manager to execute the agreement.

**PUBLIC WORKS**

- 11. Consideration and Approval to Submit Funding Application to the Los Angeles Metropolitan Transportation Authority and the State of California Department of Transportation for the State Active Transportation Program (ATP) Cycle IV**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to submit the State Active Transportation Program Cycle IV application; and
2. Authorize Interim City Manager to sign and submit the application.

- 12. 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 payment of \$53,017.52 from account 111-8030-461-56-42.

**REGULAR AGENDA (CONTINUED)**

**PUBLIC WORKS (CONTINUED)**

- 13. Consideration and Approval of Resolution Approving Renewal of General Services Agreement between the City of Huntington Park and the County of Los Angeles**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2018-13, approving a five-year renewal of the General Services Agreement by and between the City of Huntington Park and the County of Los Angeles; and
2. Authorize Mayor to execute agreement.

- 14. Consideration and Approval of Use of Southern California Edison's Rule 20A for Undergrounding Overhead Electrical Facilities Credits**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Direct staff to continue with the Rule 20A program per Resolutions 2005-16 and 2010-43; or
2. Direct staff to analysis new project scope; or
3. Direct staff to investigation credit transfer options with interested Cities; and
4. Authorize Interim City Manager to negotiate credit transfer with those Cities.

**END OF REGULAR AGENDA**

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**Council Member Manuel "Manny" Avila**

**Council Member Graciela Ortiz**

**Council Member Marilyn Sanabria**

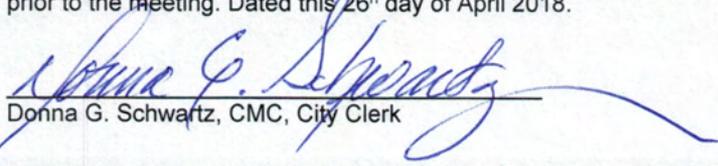
**Vice Mayor Karina Macias**

**Mayor Jhonny Pineda**

## ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, May 15, 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 agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) not less than 24 hours prior to the meeting. Dated this 26<sup>th</sup> day of April 2018.

  
Donna G. Schwartz, CMC, City Clerk

## **MINUTES**

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, April 17, 2018

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:03 p.m. on Tuesday, April 17, 2018, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Jhonny Pineda presiding.

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

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

### **INVOCATION**

Invocation was led by Mayor Pineda.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Manuel Hernandez, Bridge Street Elementary School.

### **PRESENTATIONS**

Council presented a "Certificate of Appreciation," to Manuel Hernandez for leading the Pledge of Allegiance.

Council presented "Certificates of Recognition," to the Huntington Park Parks and Recreation 2018 Tiny Tot Pre-School Program Graduates for their accomplishment.

Council presented a proclamation to Leticia Martinez, Sonia Chavez and Martin Nava, The Greater Huntington Park Area Chamber of Commerce, Proclaiming "25<sup>th</sup> Anniversary of the Carnaval Primavera Downtown Festival"

Michael Kodama, Executive Director, Eco-Rapid Transit presented a West Santa Ana Branch Project Presentation.

### **PUBLIC COMMENT**

Mayor Pineda reminded the audience there will be no clapping during public comment.

1. Ed Ramirez, commented on parking issues, spoke in regards to citations he received, the City not being consistent with parking enforcement, live streaming of council meeting videos not being shown on the website and commented on Measure S.
2. Kerry Porter, spoke in opposition to Measure S, commented on high salaries of city employees, and commented on Regular Agenda Item 3.
3. Katherine, HP Library, announced a Library event in collaboration with LA Opera called "Opera Tales" on Tuesday, May 8<sup>th</sup> at 6:00 p.m.
4. Rodolfo Cruz, spoke in opposition to Measure S, commented on the Dial-A-Ride contract, Chief of Police salary, stores closing due to not enough business on Pacific Boulevard, high salaries, and Measure L.

- 5-10. Natalie Martinez, Frankie Lopez, Mark Vasquez, Nelly Perez, Kim Castro, Michelle Cervantes, representing Youth for Environmental Justice, all spoke in support of Greenway Linear Park.
11. Joseph Moreno, Youth for Environmental Justice, called, no show.
12. Veronica Lopez, CBE, in support of Linear Park.
13. Lena Ruvalcaba, Youth for Environmental Justice, presented a petition to Council with over a thousand signatures from the community in support of Linear Park.

### **STAFF RESPONSE**

Interim City Manager Ricardo Reyes responded to Mr. Ramirez's comment regarding the live streaming of City Council Meetings stating the City Council Meetings are being streamed live on the City's website, archived meetings can be viewed as well. He commented on the Measure S comments stating council did not vote to increase the taxes but instead voted for the measure to be placed on the ballot. Mr. Reyes commented on an article from the LA times referenced by Mr. Cruz regarding a 47 percent increase on Dial-A-Ride services stating it was false and proceeded by stating Dial-A-Ride service cost has decreased by 29 percent under new contract. Mr. Reyes mentioned the City is mandated to undergo audits and announced copies of Regular Agenda Item 6 were available with City Clerk

Mayor Pineda stated he is available to speak with anyone in the public regarding the items on the budget.

Chief of Police Cosme Lozano addressed the comments regarding parking enforcement stating that parking enforcement does rotate to various areas in the city, with regard to all violations, red zones, parking in front lawns etc. but for the public to follow regulations and citations can be avoided.

### **CLOSED SESSION**

At 7:06 p.m. Arnold Alvarez-Glasman, City Attorney, recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9 (d)(1) [One Matter]  
  
HP Automotive and Tow, Inc. dba Hub City Tow v. City of Huntington Park, et al., Case No. VC066929
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9 (d)(2) and (e)(1)  
[Two (2) potential cases]

At 8:19 p.m. Mayor Pineda 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) Direction given to City Manager and City Attorney to work with Olivarez & Madruga Law Firm on this matter, vote was by unanimous decision. Item 2) no action taken, nothing to report, direction given to City Attorney.

### **CONSENT CALENDAR**

**Motion:** Vice Mayor Macias, motioned to approve consent calendar with change to item #3 to read "to execute and negotiate," seconded by Council Member Ortiz. Motion passed 4-0-1 by one motion, zero no votes, Avila ABSTAINED.

## OFFICE OF THE CITY CLERK

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

1-1 Regular City Council Meeting held April 3, 2018.

## FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated April 17, 2018

## CITY ATTORNEY

3. Authorized the retention of The Kilkenny Group to conduct an educational and information program to the City's residents regarding Measure "S" and authorized Interim City Manager to negotiate and execute a Professional Services Agreement (PSA) with The Kilkenny Group.

## CITY MANAGER

4. Approved a special assessment of \$1,500 for Eco-Rapid Transit to conduct a strategic vision planning session.

### END OF CONSENT CALENDAR

### REGULAR AGENDA

## COMMUNITY DEVELOPMENT

5. **Consideration and Approval of an Award of Contract to Alfredo De La Torre Construction Services in Connection with the City's Lead Based Paint Program for Property Located at 6722 Albany Street, Huntington Park, California**

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

**Motion:** Council Member Sanabria motioned to approve contract with Alfredo De La Torre Construction Service in the amount of \$13,550 to remediate lead-based paints hazards on a single-family unit located at 6722 Albany Street and approve Interim City Manager to execute the contract and approved change orders in an amount not to exceed 10% of the total contract amount, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

### ROLL CALL:

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

NOES: Council Member(s): None

## PARKS AND RECREATION

6. **Consideration and Approval of Agreements and the Design, Bid Advertisement, and Bid Analysis for the Development of the Huntington Park Greenway Linear Park Project**

Interim City Manager Ricardo Reyes announced the item and introduced Director of Parks and Recreation Cynthia Norzagaray who presented part of the staff report, she then turned it over to Director of Public Works Daniel Hernandez who continued.

**Motion:** Council Member Sanabria motioned to approve, motion failed due to lack of second.

**Substitute Motion:** Council Member Ortiz motioned to approve with following changes on item #2, to change Parks Advisory Committee to Community Outreach which would

include of Chair of Parks and Recreation Commission, Chair of Health and Education Commission, Chair of Youth Commission, 2 Council Members, Representative from Communities for Better Environment and Representative from Tree People. Item #3 motioned to select Infrastructure Engineering but for City Manager to negotiate the 7% to lower max to 6%, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

## **PUBLIC WORKS**

### **7. Continued from the Regular City Council Meeting of 4-3-18 - Consideration and Approval of Second Amendment to Contract Services Agreement with Graffiti Protective Coating, Inc. for Graffiti Removal Services**

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

**Motion:** Council Member Ortiz motioned to approve second amendment with Graffiti Protective Coating Inc. for graffiti removal services, authorized Interim City Manager to execute agreement and encumber the remaining portion of the annual contract for FY 20017-2018 and to add a budget line for additional funds in an amount not to exceed \$30,000 for removal of increase graffiti, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

### **8. Consideration and Approval of Acceptance of Work Performed by Alfaro Communications Construction, Inc. (ACCI) for the Pacific Boulevard Lighting and Beautification Project**

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

**Motion:** Mayor Pineda motioned to approve acceptance of work performed by Alfaro Communications, Inc. for the construction of the Pacific Boulevard Lighting and Beautification Project with a total final amount of \$642,642.87; including \$75,451.64 for Contract Change Order #8 for increased scope, Director of Public Works to sign the "Notice of Completion" (NOC), direct City Clerk to file the NOC with the Los Angeles County Recorder's Office and release 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 Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

## **END OF REGULAR AGENDA**

## PUBLIC HEARING

### COMMUNITY DEVELOPMENT

**9. Continued from the Regular City Council meeting of 4-3-18 - Consideration and Approval of an Ordinance Amendment Bundle Relating to Various Sections of the City of Huntington Park's Municipal Code**

City Attorney Arnold Alvarez-Glasman announced the item and advised Mayor Pineda to open public comment.

Mayor Pineda opened public comment, there being none, closed public comment.

#### 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 May 1, 2018 City Council meeting.

Associate Planner Juan Arauz who presented a PowerPoint presentation.

**Motion:** Council Member Ortiz motioned to continue the item and to create an Ad-Hoc Committee to meet with staff and two Council Members. Council concurred appointing Council Member Ortiz and Vice Mayor Macias, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

#### ROLL CALL:

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

NOES: Council Member(s): None

**10. Consideration and Approval of an Ordinance Amending Chapter 5, Section 5-3.7 and Section 5-3.8 of the Downtown Specific Plan (DTSP) to Include Language Allowing for Additional Roof Signage and the Adoption of an Associated Negative Declaration under California Environmental Quality Act (CEQA)**

City Attorney Arnold Alvarez-Glasman announced the item and advised Mayor Pineda to open public comment.

Mayor Pineda opened public comment, there being none, closed public comment.

Senior Planner Carlos Luis presented a PowerPoint presentation.

**Motion:** Council Member Ortiz motioned to waive first reading and introduce Ordinance No. 2018-964 amending Chapter 5, Section 5-3.7 and Section 5-3.8 of the Downtown Huntington Park Specific Plan (DTSP) and adopting a Negative Declaration, and schedule the second reading and adoption of said Ordinance, as described above, for the May 1, 2018 City Council meeting, second by Council Member Sanabria. Motion passed 5-0, by the following vote:

#### ROLL CALL:

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

NOES: Council Member(s): None

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS** – None.

**COUNCIL COMMUNICATIONS**

Council Member Manuel “Manny” Avila, commented on his vacation and spoke in memory of Father Rody Ignatius Gorman of St. Matthias Church.

Council Member Graciela Ortiz, announced the Earth Day event on Saturday at 8:00 a.m. at Keller Park and announced Saturday, April 28<sup>th</sup> is Linda Marquez High Schools Annual Health Fair at 9:00 a.m.

Council Member Marilyn Sanabria, thanked staff for all their support, all those who attended and those in support of the linear park, invited everyone to attend the Earth Day Event and gave her condolences to Father Rody Ignatius Gorman.

Vice Mayor Karina Macias, thanked staff for all their support, requested the link for Facebook to watch City Council Meetings, spoke in memory of Father Rody Ignatius Gorman, invited everyone to the Earth Day event and wished everyone a good night.

Mayor Jhonny Pineda, announced and invited everyone to attend the Earth Day event.

**ADJOURNMENT**

At 9:07 p.m. Mayor Pineda adjourned the City of Huntington Park City Council in Memory of Father Rody Ignatius Gorman of St. Matthias Church, to a Regular Meeting on Tuesday, March 1, 2018, at 6:00 P.M

Respectfully submitted,

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Estefania Zamora, City Clerk Staff

## MINUTES

### **Special Meeting** of the City of Huntington Park City Council Wednesday, April 18, 2018

Sergeant at Arms read the Rules of Decorum before the start

The special meeting of the City Council of the City of Huntington Park, California was called to order at 6:07 p.m. on Wednesday, April 18, 2018, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Jhonny Pineda presiding.

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

**CITY OFFICIALS/STAFF:** Ricardo Reyes, Interim City Manager; Cosme Lozano, Chief of Police; Vanessa Ibarra, Legal; Daniel Hernandez, Director of Public Works; Cynthia Norzagaray, Director of Parks and Recreation; Sergio Infanzon, Director of Community Development; Nita McKay, Director of Finance and Estefania Zamora, City Clerk's Staff.  
**ABSENT:** Martha Castillo, Director of Human Resources; Donna G. Schwartz, City Clerk

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Macias.

PUBLIC COMMENT – None.

### REGULAR AGENDA

#### **FINANCE**

#### **1. Fiscal Year 2017-18 Mid-Year Budget Review of the City's Operating and Capital Improvement Program (CIP) Budget, Including Approving Certain Rate Adjustments and Maximum Rate Schedules and Other Related Action**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Interim City Manager to implement the approved amendments, including rate adjustments and accepting the maximum rate schedules as offered herein.

Interim City Manager Ricardo Reyes announced the item and introduced Director of Finance Nita McKay who presented the staff report and a PowerPoint discussing the following: All Funds Comparison FY 2016-17 vs. FY 2017-18, General Fund Comparison FY 2016-17 vs. FY 2017-18 Budget and Actuals, FY 2017-18 General Funds Revenues, Sale Tax Revenues, Utility User's Tax Revenue, Motor Vehicle License Fees, FY 2017-18 vs FY 2016-17 Revenue Comparison, Mid-Year Adjustment General Fund Revenues, FY 2017-18 General Fund Expenditures, FY 2017-18 vs. FY 2016-17 Expenditures Comparison, Highlights of Cost Saving Measures General Fund FY 2017-18 and the following departments mid-year budget appropriation.

Director of Finance Nita McKay introduced Director of Public Works Daniel Hernandez, and Director of Community Development Sergio Infanzon who present PowerPoint slides on the Capital Improvement Projects.

Mr. Hernandez and Mr. Infanzon, turned it over to Ms. McKay who ended the presentation in support of the following recommendations for the Fiscal Year 17/18 Mid-Year Budget Review.

**Motion:** Council Member Ortiz motioned to approve the recommended Mid-Year Budget Adjustments (see below) and to add a \*Recreation Coordinator position (\$61,664) to the Parks and Recreation Department, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

**General Fund Appropriations (Expenditures)**

City Manager's Office – Legal Contractual Services (This reduction is recommended to cover a portion of the recommended increase to the Public Works Engineering Services below.)	\$(80,000)
City Manager's Office – City Attorney Legal Contractual Services (An amendment to the City Attorney's contract is recommended, as the law firm of Alvarez-Glasman & Colvin (AGC) has requested a rate increase of \$15 per hour for associates and \$25 per hour for partners. This is the first rate increase submitted by AGC in their three years of service. No appropriation necessary – Sufficient funding exists within the current budget.)	-
City Clerk's Office – Special Election – June 5, 2018	52,000
Community Development – \$5,880 - Graduate Management Intern Position (No appropriation necessary – Sufficient funding for remainder of Fiscal Year through vacant Planning Intern position.)	-
Community Development – Contractual Services for Building & Safety (This appropriation has no yet effect on the General Fund, as the increase to estimated revenues recommended above offsets the increased appropriations.)	390,000
Finance – \$23,500 - Temporary Hourly Senior Management Analyst Position (No appropriation necessary – Sufficient funding for remainder of Fiscal Year through salary/benefits savings from Director of Finance position.)	-
Public Works – Maintenance Supervisor (Replaces One Maintenance Worker)	3,280
Public Works – Contractual Engineering Services (This appropriation is partially funded by the increase to Engineering Permit Revenue recommended above. The remaining \$80,000 will be funded by a transfer from the City Manager's Office Legal Contractual Services.)	160,000
Public Works – Contractual Services - Catch Basin Cleaning	20,190
<b><u>Total Increase in Appropriations (Expenditures)</u></b>	<b><u>\$545,470</u></b>

**\*Parks and Recreation**

Recreation Coordinator (Part-Time Hours)	**\$61,664 (\$61,664)
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**Other Funds Appropriations (Expenditures)**

**Community Development Block Grant Fund/  
HOME Fund/Hazardous Lead Fund**

Community Development – \$17,580 - Office Assistant II  
(No appropriation necessary – Sufficient funding for remainder of  
Fiscal Year through staff vacancies in the HUD Grant Funds.)

-

**Proposition A Fund**

Public Works – Discounted Monthly Bus Passes for Residents \$160,000  
Public Works – Dial-a-Ride Rate Adjustment 40,000  
**Total Increase in Appropriations (Expenditures) \$200,000**

**Proposition C Fund**

Public Works – Maintenance Supervisor \$ 410  
(Replaces One Maintenance Worker)  
Public Works – Contractual Services - Bus Shelter Maintenance 83,700  
**Total Increase in Appropriations (Expenditures) \$ 84,110**

**Measure R Fund**

Public Works – Maintenance Supervisor  
(Replaces One Maintenance Worker) \$ 410

**Gasoline Tax Fund**

Public Works – Contractual Services - Traffic Calming Engineering \$100,000  
Public Works – Contractual Services - Street Sweeping for Alleys 48,900  
**Total Increase in Appropriations (Expenditures) \$148,900**

**Proposition A Fund/Proposition C Fund/Measure R Fund/**

**Fleet Maintenance Fund**

Public Works – \$53,500 - Reimbursable Fuel Charges - Transit Provider -  
(No financial impact, as these costs are reimbursable from the City's  
Transit Provider – Increase in revenues and expenditures/expenses.) -

**Bullet Proof Vest Grant Fund**

Police – Bullet Proof Vests \$15,000

**Board of State & Community Corrections Fund**

Police – Southeast Region Mental Evaluation Team Project \$50,000

**Risk Management Fund**

Non Departmental – Liability Claims Settlements \$200,000

**Maximum Rates for Commercial and Multi-Family Residential Waste Accounts**

All Commercial and Multifamily Accounts will have an additional AB939 Fee of 2.30%

**ADJOURNMENT**

At 6:54 p.m. Mayor Pineda adjourned the City of Huntington Park City Council to a  
Regular Meeting on Tuesday, May 1, 2018, at 6:00 P.M.

Respectfully submitted,

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Estefania Zamora, City Clerk Staff

## City of Huntington Park List of Funds

<b>Fund</b>	<b>Description</b>	<b>Fund</b>	<b>Description</b>
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 Traffic & 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  
5-1-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ADAPT CONSULTING, INC.	22628B	287-8057-432.61-20	USED OIL EVENT LOOPWRENCH	1,067.20
	22632B	287-8057-432.61-20	USED OIL EVENT SHOP TOWEL	1,928.51
				<b>\$2,995.71</b>
AFSCME COUNCIL 36	PPE 04/22/2018	802-0000-217.60-10	AFSCME COUNCIL 36 DUES	776.91
				<b>\$776.91</b>
ALL CITY MANAGEMENT SERVICES	54188	111-7022-421.56-41	CROSSING GUARD 3/25-4/7/18	2,540.14
				<b>\$2,540.14</b>
ALVAREZ-GLASMAN & COLVIN	2018-02-17129	745-9031-413.32-70	LEGAL SERVICES 2/17/18	501.00
	2018-02-17132	745-9031-413.32-70	LEGAL SERVICES 2/17/18	23,222.36
	2018-02-17133	745-9031-413.32-70	LEGAL SERVICES 2/17/18	3,162.15
				<b>\$26,885.51</b>
AMERICAN CELEBRATIONS	186720	111-6020-451.61-35	TINY TOT PROGRAM SUPPLIES	14.20
				<b>\$14.20</b>
AMERICAN FAMILY LIFE ASSURANCE	PPE 04/22/2018	802-0000-217.50-40	CANCER INSURANCE	22.51
				<b>\$22.51</b>
AMERIFACTORS	21570	111-8023-451.43-10	REC CENTER ADA DOOR SRVC	934.10
				<b>\$934.10</b>
ANIMAL FRIENDS PET HOTEL	344179	111-7030-421.61-20	PD K9 BOARDING SERVICES	100.00
				<b>\$100.00</b>
ARAMARK UNIFORM & CAREER APPAREL	533044564	741-8060-431.61-20	UNIFORM LAUNDRY SERVICE	133.66
	533130959	741-8060-431.61-20	UNIFORM LAUNDRY SERVICE	100.60
	533199924	741-8060-431.61-20	UNIFORM LAUNDRY SERVICE	101.89
	533217400	741-8060-431.61-20	UNIFORM LAUNDRY SERVICE	101.89
				<b>\$438.04</b>
ARROYO BACKGROUND INVESTIGATIONS	1580	111-7010-421.56-41	BACKGROUND INVESTIGATIONS	400.00
	1583	111-7010-421.56-41	BACKGROUND INVESTIGATIONS	800.00
	1586	111-7010-421.56-41	BACKGROUND INVESTIGATIONS	400.00
				<b>\$1,600.00</b>
AT& T	3/12/2018	111-7010-421.53-10	PD PHONE SERVICE 3/2018	42.08
				<b>\$42.08</b>
AT&T PAYMENT CENTER	2/28-3/27/18	111-7010-421.53-10	PD PHONE SERVICE	559.57
	4/7/18-5/6/18	111-9010-419.53-10	CITYWIDE PHONE SERVICE	33.12
	4/7/18-5/6/18	111-9010-419.53-10	CITYWIDE PHONE SERVICE	33.12
	4/7/18-5/6/18	111-9010-419.53-10	CITYWIDE PHONE SERVICE	33.12
	4/7/18-5/6/18	111-9010-419.53-10	CITYWIDE PHONE SERVICE	33.12
	4/7/18-5/6/18	111-9010-419.53-10	CITYWIDE PHONE SERVICE	100.79
	4/7/18-5/6/18	111-9010-419.53-10	CITYWIDE PHONE SERVICE	194.55
	4/7/18-5/6/18	111-9010-419.53-10	CITYWIDE PHONE SERVICE	80.58
				<b>\$1,067.97</b>
BATTERY SYSTEMS INC	4347477	741-8060-431.43-20	SKIP LOADER BATTERIES	242.72
				<b>\$242.72</b>
BENNETT LANDSCAPE	202898	535-8090-452.61-20	SPRINKLER REPLACEMENT SERVICE	120.00
				<b>\$120.00</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-1-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
BRENDA DAVALOS	67926/68175	111-0000-228.20-00	DEPOSIT REFUND	500.00
				<b>\$500.00</b>
BRYAN MENENDEZ	609226	111-7022-421.61-28	PD BICYCLE TIRE REIMBURSEMENT	8.79
				<b>\$8.79</b>
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 04/08/2018	802-0000-217.30-10	CALPERS RETIREMENT BENEFIT	34,478.69
	PPE 04/08/2018	802-0000-218.10-10	CALPERS RETIREMENT BENEFIT	57,688.64
				<b>\$92,167.33</b>
CALIFORNIA CONSULTING	2420	111-0210-413.56-41	CALFIRE GRANT WRITING SRVC 2/27/18	5,000.00
				<b>\$5,000.00</b>
CARL WARREN & CO.	1840427	745-9031-413.33-70	3RD PARTY LEGAL 3/2018	1,750.00
	1840432	745-9031-413.33-70	3RD PARTY LEGAL 3/2018	375.00
	1840433	745-9031-413.33-70	3RD PARTY ADMIN 3/2018	375.00
	1840434	745-9031-413.33-70	3RD PARTY ADMIN 3/2018	375.00
				<b>\$2,875.00</b>
CELICA QUINONES	02171	111-6010-451.59-15	CPRS EXPO PARKING REIMBURSEMENT	15.00
	02207	111-6010-451.59-15	CPRS EXPO PARKING REIMBURSEMENT	15.00
	3/15/2018	111-6010-451.59-15	CPRS EXPO PARKING REIMBURSEMENT	15.00
				<b>\$45.00</b>
CENTRAL BASIN MWD	HP-MAR18	681-8030-461.41-00	WATER PURCHASE MAR2018	154,234.13
				<b>\$154,234.13</b>
CHARTER COMMUNICATIONS	0511379040318	111-7010-421.53-10	POLICE DEPT INTERNET 4/13-5/12/18	124.98
	0511353031918	111-9010-419.53-10	CITY HALL INTERNET 3/19-4/18	223.98
	0511353040918	111-9010-419.53-10	CITY HALL INTERNET 4/19-5/18/18	124.98
				<b>\$473.94</b>
CHICAGO TITLE COMPANY	PF-0911803174-1	242-5050-463.57-30	RECONVEYANCE DOCS SRVC	58.00
				<b>\$58.00</b>
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 04/22/2018	802-0000-217.30-30	MEDICAL REIMBURSEMENT 125	732.22
				<b>\$732.22</b>
CITY OF HUNTINGTON PARK GEA	PPE 04/22/2018	802-0000-217.60-10	GEA DUES+PREPAID LEGAL	134.00
				<b>\$134.00</b>
CITY OF VERNON	GEN-32377	221-8014-429.56-41	TS MAINTENANC JUL-DEC2015	1,332.45
				<b>\$1,332.45</b>
COLONIAL SUPPLEMENTAL INSURANCE	PPE 04/22/2018	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,051.59
				<b>\$1,051.59</b>
COPY SET	3061	111-0240-466.55-42	EARTH DAY-DIGITAL PRINTS	3,924.00
				<b>\$3,924.00</b>
CYNTHIA NORZAGARAY	02291	111-6010-451.59-15	CPRS EXPO PARKING REIMBURSEMENT	15.00
	82052061	111-6010-451.59-15	CPRS EXPO PARKING REIMBURSEMENT	11.00
				<b>\$26.00</b>
DATAPROSE, INC.	DP1800842	681-3022-415.53-20	WATER BILLS POSTAGE 3/18	1,939.77
	DP1800842	681-3022-415.56-41	WATER BILLS POSTAGE 3/18	1,332.40
				<b>\$3,272.17</b>
DAVID CANELA	67425/68174	111-0000-228.20-00	DEPOSIT REFUND	500.00
				<b>\$500.00</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-1-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DAY WIRELESS SYSTEMS	2709_A	111-7010-421.56-41	PD RADIO SRVC RENEWAL 3/1-6/30/18	4,198.00
	216469-00	225-7120-421.74-10	POLICE RADIO BATTERIES	1,351.15
				<b>\$5,549.15</b>
DEPARTMENT OF JUSTICE	293675	111-7030-421.56-41	PD FINGERPRINTS APPS	1,238.00
				<b>\$1,238.00</b>
DOOLEY ENTERPRISES, INC.	55074	229-7010-421.74-10	DEPARMENT AMMUNITION PURCHASE	1,987.99
				<b>\$1,987.99</b>
ELIZABETH DIAZ	67933/68172	111-0000-347.50-00	DEPOSIT REFUND	25.00
				<b>\$25.00</b>
ENTERPRISE FM TRUST	FBN3446325	226-9010-419.74-20	POLICE DEPT VEHICLE LEASE	2,031.88
	FBN3446325	229-7010-421.74-10	POLICE DEPT VEHICLE LEASE	87.73
				<b>\$2,119.61</b>
ERNIE V MARTINEZ	011495129013	741-8060-431.15-25	GEA BOOT REIMBURSEMENT	145.26
				<b>\$145.26</b>
ESTELA RAMIREZ	68001/68020	111-6060-466.33-20	CONTRACT INSTRUCTOR	133.80
				<b>\$133.80</b>
EXPERT ROOTER	95480	111-8022-419.43-10	PLUMBING SERVICE	141.54
	95399	111-8023-451.43-10	PLUMBING SERVICE	90.00
	95476	111-8023-451.43-10	PLUMBING SERVICE	337.50
	95491	111-8023-451.43-10	PLUMBING SERVICE	180.00
	95568	111-8023-451.43-10	PLUMBING SERVICE	90.00
	95504	111-8024-421.43-10	PLUMBING SERVICE	160.00
				<b>\$999.04</b>
EXPRESS TRANSPORTATION SERVICES LLC	DAR04012018	219-0250-431.56-45	HP DIAL A RIDE APRIL2018	51,500.00
				<b>\$51,500.00</b>
F&A FEDERAL CREDIT UNION	PPE 04/22/2018	802-0000-217.60-40	EMPLOYEE CREDIT UNION DEDUCT	10,697.30
				<b>\$10,697.30</b>
FAIR HOUSING FOUNDATION	3/8/2018	239-5060-463.56-41	HOUSING COUNSELING FEB18	924.82
	4/4/2018	239-5060-463.56-41	HOUSING COUNSELING MAR18	934.73
				<b>\$1,859.55</b>
FERGUSON ENTERPRISES INC	5730086	111-8024-421.43-10	PD PLUMBING SUPPLIES	334.93
	5763732	111-8024-421.43-10	PD PLUMBING SUPPLIES	222.95
				<b>\$557.88</b>
GARCIA, MARIA	3333-1102	681-0000-228.70-00	CREDIT BALANCE REFUND	10.00
				<b>\$10.00</b>
GARDA CL WEST, INC.	20293354	111-9010-419.33-10	ARMORED TRANSPORT 3/2018	57.62
				<b>\$57.62</b>
GRAINGER	9608166238	111-8023-451.43-10	PW SAFETY BAR & HARNESS	384.65
	96114444218	535-8090-452.61-20	PARKS RESTROOM SUPPLIES	107.55
	9602157647	741-8060-431.43-20	PW FLEET SHOP SUPPLIES	21.22
	9603249005	741-8060-431.43-20	PW FLEET SHOP SUPPLIES	42.49
				<b>\$555.91</b>
GUADALUPE & VILMA RUIZ	14031-9130	681-0000-228.70-00	CREDIT BALANCE REFUND	19.81
				<b>\$19.81</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-1-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
GUILLERMO PORTILLO	60	111-6065-466.61-20	SENIOR PROG SUPPLIES REIMBURSE	353.41
				<b>\$353.41</b>
HG GRAPHIC AND PRINTING	1124	111-0240-466.55-42	EARTHDAY VOLUNTEER SHIRTS	1,675.35
				<b>\$1,675.35</b>
HOME DEPOT - PARKS & RECREATION	1575413	111-6020-451.61-35	PARKS COMMUNITY CNTR SUPPLIES	208.62
	9075168	111-6020-451.61-35	PARKS COMMUNITY CNTR SUPPLIES	127.62
				<b>\$336.24</b>
HOME DEPOT - PUBLIC WORKS	2261830	111-8020-431.43-10	PUBLIC WORKS SUPPLIES	605.83
	7261783	111-8020-431.43-10	PUBLIC WORKS SUPPLIES	157.05
	8261773	111-8020-431.43-10	PUBLIC WORKS SUPPLIES	18.39
	8261775	111-8020-431.43-10	PUBLIC WORKS SUPPLIES	290.84
	4261577	111-8022-419.43-10	GOVERNMENT BUILDING SUPPLIES	86.35
	8261530	111-8022-419.43-10	GOVERNMENT BUILDING SUPPLIES	88.40
	2032437	111-8023-451.43-10	PARKS BUILDING SUPPLIES	349.11
	7261543	221-8010-431.61-20	PW STREET SUPPLIES	661.30
	7261542	535-8016-431.61-45	STREET LIGHTING SUPPLIES	479.61
	9261506	535-8090-452.61-20	STREET TREES/LANDCAPE SUPPLIES	193.36
				<b>\$2,930.24</b>
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 04/22/2018	802-0000-217.60-10	POLICE MNGMT ASSOC DUES	150.00
				<b>\$150.00</b>
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 04/22/2018	802-0000-217.60-10	POLICE OFFCR ASSOC DUES	5,856.38
				<b>\$5,856.38</b>
HUNTINGTON PARK RUBBER STAMP CO.	RGC009602	111-0110-411.61-20	MAYOR EMBOSSER SEALS	49.22
	RGC009718	111-1010-411.61-20	HR DIRECTOR NAME PLATE	23.10
				<b>\$72.32</b>
IDEAL LIGHTING	113350	111-8024-421.43-10	PD ELECTRICAL SUPPLY	83.11
				<b>\$83.11</b>
INFRAMARK LLC	28804	283-8040-432.56-41	SEWER CLEANING SRVC QTR1	4,613.05
				<b>\$4,613.05</b>
INFRASTRUCTURE ENGINEERS	23043	111-4010-431.56-62	ENGINEERING SRVC-3/2018	32,220.00
	23062	111-4010-431.56-62	ENGINEER PLAN CHECK SRVC 3/2018	446.69
	23043	221-8010-431.56-41	ENGINEERING SRVC-3/2018	4,387.50
	22906	222-8010-431.73-10	CONSTRUCTN MGMT-INSPECTON	2,592.20
	22926	222-8010-431.73-10	CONSTRUCTN MGMT-INSPECTON	1,189.28
	22953	222-8010-431.73-10	CONSTRUCTN MGMT-INSPECTON	597.04
	23050	222-8010-431.73-10	CONSTRUCTN MGMT-INSPECTON	2,592.20
				<b>\$44,024.91</b>
INTER VALLEY POOL SUPPLY, INC	105790	681-8030-461.41-00	HYPOCHLORITE PURCHASE	201.04
	105791	681-8030-461.41-00	HYPOCHLORITE PURCHASE	216.12
	105792	681-8030-461.41-00	HYPOCHLORITE PURCHASE	201.04
	106117	681-8030-461.41-00	HYPOCHLORITE PURCHASE	207.74
	106118	681-8030-461.41-00	HYPOCHLORITE PURCHASE	217.80
				<b>\$1,043.74</b>

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-1-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
INTOXIMETERS INC	593248	111-7022-421.61-24	ALCOHOL INSTRUMENT REPAIR	138.50
				<b>\$138.50</b>
JDS TANK TESTING & REPAIR INC	11613	741-8060-431.43-20	GAS PUMP HANDLE REPAIR	215.00
				<b>\$215.00</b>
JESUS DE LA CRUZ	02067	111-6010-451.59-15	CPRS EXPO PARKING REIMBURSEMENT	15.00
	02411	111-6010-451.59-15	CPRS EXPO PARKING REIMBURSEMENT	15.00
				<b>\$30.00</b>
JIMBO'S HARDWARE	0204	111-8024-421.43-10	PD PLUMBING SUPPLIES	218.97
				<b>\$218.97</b>
JOEL GORDILLO	4/2018	111-1010-411.56-41	VIDEOGRAPHER 4/2018	1,650.00
				<b>\$1,650.00</b>
JOHN KNIGHTON	3/14-3/15/18	111-7010-421.59-20	MILEAGE REIMBURSEMENT	134.07
	3/14-3/15/18	111-7010-421.59-20	PER DIEM REIMBURSEMENT	96.00
				<b>\$230.07</b>
KARBOARD	32854	287-8057-432.61-20	USED OIL EVENT-OIL MATS	1,999.18
				<b>\$1,999.18</b>
KARLA TORRES	67559/67811	111-0000-228.20-00	DEPOSIT REFUND	74.00
				<b>\$74.00</b>
KEYSTONE UNIFORM DEPOT	700011292	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	266.74
	700011314	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	13.23
	700011428	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	401.25
	700011537	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	166.47
	700011980	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	55.11
				<b>\$902.80</b>
KONICA MINOLTA BUSINESS SOLUTIONS	251011346	111-7010-421.44-10	PD COPIER LEASE 3/2018	66.17
	251011347	111-7010-421.44-10	PD COPIER EXPENSE 1/18-3/18	68.12
	251011509	111-7010-421.44-10	PD COPIER LEASE 3/2018	209.02
	251011516	111-7010-421.44-10	PD COPIER EXPENSE 1/18-3/18	184.39
	251011602	111-7010-421.44-10	PD COPIER LEASE 3/2018	209.02
	251011605	111-7010-421.44-10	PD COPIER EXPENSE 1/18-3/18	218.25
	251011811	111-7010-421.44-10	PD COPIER LEASE 3/2018	138.40
	251011813	111-7010-421.44-10	PD COPIER EXPENSE 1/18-3/18	9.75
	251011330	111-7030-421.44-10	PD COPIER LEASE 3/2018	296.88
	251011333	111-7030-421.44-10	PD COPIER EXPENSE 1/18-3/18	61.54
	251011336	111-7040-421.44-10	PD COPIER LEASE 3/2018	296.88
	251011338	111-7040-421.44-10	PD COPIER EXPENSE 1/18-3/18	560.54
	251011797	111-7040-421.44-10	PD COPIER LEASE 3/2018	377.06
	251011808	111-7040-421.44-10	PD COPIER EXPENSE 1/18-3/18	379.00
LA COUNTY SHERIFF'S DEPT	183286LA	111-7022-421.56-41	INMATE MEAL SERVICE 3/2018	1,124.61
				<b>\$1,124.61</b>
LAN WAN ENTERPRISE, INC	60126	111-8010-431.43-05	PW WIFI ACCESS POINTS	800.00
	60126	111-8020-431.43-05	PW WIFI ACCESS POINTS	397.17
				<b>\$1,197.17</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LAWSON PRODUCTS, INC.	9305659479	535-8016-431.61-45	ELECTRICAL SUPPLIES	350.98
	9305659478	741-8060-431.43-20	HARDWARE SUPPLIES	184.97
				<b>\$535.95</b>
LEE ANDREWS GROUP, INC	2018106	111-0210-413.56-41	PROFESSIONAL SRVC 3/15-4/14/18	6,000.00
				<b>\$6,000.00</b>
LEGAL SHIELD	04/15/18	802-0000-217.60-50	ID THEFT PREMIUM APRIL18	106.60
				<b>\$106.60</b>
LEONARD GARCIA	23	111-6020-451.61-35	TINT TOT GRADUATION SUPPLIES	14.13
	26688	111-6020-451.61-35	TINT TOT GRADUATION SUPPLIES	75.00
	321 3 270 148	111-6020-451.61-35	TINT TOT GRADUATION SUPPLIES	14.22
	4/4/2018	111-6020-451.61-35	TINT TOT GRADUATION SUPPLIES	64.00
				<b>\$167.35</b>
LGP EQUIPMENT RENTALS INC	104033	221-8010-431.61-20	STREET REPAIR SUPPLY-CONCRETE	354.51
				<b>\$354.51</b>
LIBERTY PAPER	295721	111-0110-411.61-20	CITYWIDE PAPER PURCHASE	94.00
	295721	111-0210-413.61-20	CITYWIDE PAPER PURCHASE	94.00
	295721	111-0230-413.61-20	CITYWIDE PAPER PURCHASE	94.00
	295721	111-1010-411.61-20	CITYWIDE PAPER PURCHASE	94.05
	295721	111-3010-415.61-20	CITYWIDE PAPER PURCHASE	94.00
	295721	111-5010-419.61-20	CITYWIDE PAPER PURCHASE	500.00
	295721	111-6010-451.61-20	CITYWIDE PAPER PURCHASE	94.00
	295721	111-7010-421.61-20	CITYWIDE PAPER PURCHASE	1,163.35
	295721	111-8020-431.61-20	CITYWIDE PAPER PURCHASE	94.00
				<b>\$2,321.40</b>
LIZET NUNEZ	39	111-6010-451.59-15	CPRS PARKING REIMBURSEMENT	15.00
	57	111-6010-451.59-15	CPRS PARKING REIMBURSEMENT	15.00
				<b>\$30.00</b>
LOGAN SUPPLY COMPANY, INC.	93818	535-8090-452.61-20	PARKS GATES REPLACEMENT LOCKS	121.19
				<b>\$121.19</b>
MANAGED HEALTH NETWORK	PRM-021884	802-0000-217.50-60	HEALTH PREMIUM APRIL2018	1,313.76
				<b>\$1,313.76</b>
MID CITIES GRANTS LLC	6	239-5060-463.56-41	ADMIN CONSULTING FEB2018	10,880.00
	6	242-5060-463.56-41	ADMIN CONSULTING FEB2018	765.00
	6	246-5098-463.56-41	ADMIN CONSULTING FEB2018	1,487.50
				<b>\$13,132.50</b>
MOTOROLA INC	8330081865	741-8060-431.56-41	PW RADIO MAINTENANCE 3/18	91.00
				<b>\$91.00</b>
NATHALI OCEGUEDA	66722/67030	111-0000-347.50-00	DEPOSIT REFUND	35.00
				<b>\$35.00</b>
NATION WIDE RETIREMENT SOLUTIONS	PPE 04/22/2018	802-0000-217.40-10	DEFERRED COMP DEDUCTION	14,013.00
				<b>\$14,013.00</b>
NATIONAL NOTARY ASSOCIATION	1155	229-7010-421.59-15	PD ADMIN NOTARY RENEWAL	726.50
				<b>\$726.50</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
NATIONWIDE ENVIRONMENTAL SERVICES	29194	111-8030-461.56-42	CATCH BASIN CLEANING 2/18	9,098.46
				<b>\$9,098.46</b>
NCM AUTOMOTIVE SOLUTIONS LLC	FEB2018	741-8060-431.43-20	CITY FLEET CAR WASH FEB18	288.00
				<b>\$288.00</b>
NEW CHEF FASHION INC.	910985	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	98.53
				<b>\$98.53</b>
NORBERTO AYON	10055	111-8010-431.59-15	MEAL REIMBURSEMENT	10.15
	147999	111-8010-431.59-15	MEAL REIMBURSEMENT	16.00
	225860	111-8010-431.59-15	MEAL REIMBURSEMENT	11.42
	3/4-3/7/18	111-8010-431.59-15	MILEAGE REIMBURSEMENT	296.48
	37108	111-8010-431.59-15	TRAINING MANUAL REIMBURSEMNT	253.23
	40105	111-8010-431.59-15	MEAL REIMBURSEMENT	11.46
	431504463646	111-8010-431.59-15	LODGING REIMBURSEMENT	506.09
	59	111-8010-431.59-15	MEAL REIMBURSEMENT	5.41
6800	111-8010-431.59-15	MEAL REIMBURSEMENT	6.48	
				<b>\$1,116.72</b>
OK PRINTING DESIGN & DIGITAL PRINT	783	111-5010-419.61-20	BUILDING DIVISION INVOICES	154.63
	792	111-7022-421.61-24	POLICE DEPT BUSINESS CARDS	218.13
				<b>\$372.76</b>
PARS	39903	111-9010-419.56-41	PARS ARS FEES FEB2018	395.65
	39610	217-3010-413.56-41	REP FEES JAN2018	2,251.01
	39843	217-3010-413.56-41	REP FEES FEB2018	2,251.01
				<b>\$4,897.67</b>
PRAXAIR	81899504	741-8060-431.43-20	PW WELDING SUPPLIES	411.29
				<b>\$411.29</b>
PRO FORCE LAW ENFORCEMENT	335896	229-7010-421.74-10	BULLET PROOF VEST PURCHASE	708.71
	338445	229-7010-421.74-10	BULLET PROOF VEST PURCHASE	708.71
	335896	233-7010-421.74-10	BULLET PROOF VEST PURCHASE	708.70
	338445	233-7010-421.74-10	BULLET PROOF VEST PURCHASE	708.70
				<b>\$2,834.82</b>
PROPEL PRINT	5591	111-0110-411.61-20	COUNCIL PROCLAMATION DOCS	3,860.00
				<b>\$3,860.00</b>
PRUDENTIAL OVERALL SUPPLY	52115813	111-6010-451.56-41	PARKS MAT CLEANING SERVIC	129.02
	52120510	111-6010-451.56-41	PARKS MAT CLEANING SERVIC	129.02
	52116705	111-7010-421.61-20	PD MAT CLEANING SERVICE	20.07
				<b>\$278.11</b>
QUINN POWER SYSTEMS	PC810807684	741-8060-431.43-20	CITY HALL GENERATOR SUPPLIES	145.96
	PC810807806	741-8060-431.43-20	CITY HALL GENERATOR SUPPLIES	18.75
				<b>\$164.71</b>
R&P WOOD PRODUCTS INC	1166	535-8090-452.61-20	TREE SUPPLY-LODGE POLE/STAKES	985.50
	1188	535-8090-452.61-20	TREE SUPPLY-TIES/CINCH TIES	328.50
				<b>\$1,314.00</b>
RAYVERN LIGHTING SUPPLY CO, INC.	55900-0	111-8023-451.43-10	EMERGENCY BATTERY LIGHT	371.45
				<b>\$371.45</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
REHRIG PACIFIC COMPANY	LA221782	287-8055-432.61-20	PW RECYCLING BINS	1,769.63
				<b>\$1,769.63</b>
RICOH AMERICAS CORP	58780325	111-6010-451.56-41	PARKS COPIER LEASE 4/2018	234.98
				<b>\$234.98</b>
ROSA PAPIAS	66199/68154	111-0000-347.70-00	RESERVATION REFUND	391.00
				<b>\$391.00</b>
SALVADOR PEREZ-JIMENEZ	010185139107	111-4010-431.15-25	GEA BOOT REIMBURSEMENT	90.00
	010185139107	111-8020-431.15-25	GEA BOOT REIMBURSEMENT	50.00
	010185139107	111-8022-419.15-25	GEA BOOT REIMBURSEMENT	20.00
	010185139107	681-8030-461.15-25	GEA BOOT REIMBURSEMENT	40.00
				<b>\$200.00</b>
SANTA FE BUILDING MAINTENANCE	16834	111-6020-451.56-41	PARKS CLEANING SERVICE	200.00
	16835	111-6020-451.56-41	PARKS CLEANING SERVICE	310.00
	16836	111-6020-451.56-41	PARKS CLEANING SERVICE	455.00
	16837	111-6020-451.56-41	PARKS CLEANING SERVICE	400.00
	16838	111-6020-451.56-41	PARKS CLEANING SERVICE	400.00
				<b>\$1,765.00</b>
SARAHANG CONSTRUCTION INC	425	246-5098-463.73-10	HOME LEAD CONTRACTOR 6249 BISSELL	375.00
				<b>\$375.00</b>
SCHAEFFER MANUFACTURING COMPANY	LP1682-INV1	741-8060-431.62-30	VEHICLE OIL-SHOP SUPPLY	1,059.07
				<b>\$1,059.07</b>
SERRATO & ASSOCIATES INC	5/8/2018	111-7010-421.59-30	PRISON TRAINING-COURSE	65.00
				<b>\$65.00</b>
SIERRA INSTALLATIONS INC	18022	111-6010-451.56-41	HOLIDAY DECOR HARDWARE	366.66
				<b>\$366.66</b>
SMART & FINAL	54335	111-0110-411.61-20	CITY COUNCIL DEPT SUPPLIES	44.05
	54335	111-0210-413.61-20	ADMIN DEPT COFFEE SUPPLIES	10.49
	036772	111-6020-451.61-35	PARKS TINY TOT PROGRAM SUPPLIES	58.36
	058837	111-6060-466.61-20	PARKS AFTER SCHOOL SUPPLIES	106.19
	40684	111-7010-421.61-20	POLICE DEPT MEETING/EVENT SUPPLY	56.70
	48516	111-7010-421.61-20	POLICE DEPT MEETING/EVENT SUPPLY	79.50
				<b>\$355.29</b>
SONIA ESPINOZA	65576/68009	111-0000-228.20-00	DEPOSIT REFUND	500.00
				<b>\$500.00</b>
SOUTH COAST AIR QUALITY MGMT DISTR.	3233387	741-8060-431.43-20	EMISSIONS ANNUAL RENEWAL	378.28
	3236007	741-8060-431.43-20	EMISSION FEES FY17/18	127.46
				<b>\$505.74</b>
SOUTHERN CALIFORNIA EDISON	1/29-3/09/18	111-8022-419.62-10	VARIOUS SERVICE LOCATIONS	1,181.96
	11/29/17-1/9/18	111-8022-419.62-10	VARIOUS SERVICE LOCATIONS	3,141.56
	12/28-2/7/18	111-8022-419.62-10	VARIOUS SERVICE LOCATIONS	1,193.78
	1/29-3/09/18	111-8023-451.62-10	VARIOUS SERVICE LOCATIONS	1,033.95
	11/29/17-1/9/18	111-8023-451.62-10	VARIOUS SERVICE LOCATIONS	1,025.29
	12/28-2/7/18	111-8023-451.62-10	VARIOUS SERVICE LOCATIONS	1,640.38

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SOUTHERN CALIFORNIA EDISON	3/7-4/6/18	111-8024-421.62-10	POLICE DEPT FACILITIES	4,665.12
	2/5-3/7/18	221-8014-429.62-10	VARIOUS SERVICE LOCATIONS	3,064.57
	3/6-4/5/18	231-8010-415.62-10	VARIOUS PARKING LOT LOCATIONS	419.22
	1/29-3/09/18	681-8030-461.62-20	VARIOUS SERVICE LOCATIONS	16,021.75
	11/29/17-1/9/18	681-8030-461.62-20	VARIOUS SERVICE LOCATIONS	25,679.32
	12/28-2/7/18	681-8030-461.62-20	VARIOUS SERVICE LOCATIONS	26,612.30
				<b>\$85,679.20</b>
ST FRANCIS, LLC.	1661040	221-8014-429.56-41	TRAFFIC SIGNAL REPAIR	52.75
				<b>\$52.75</b>
STACY MEDICAL CENTER	3160-23648	111-7022-421.56-15	PD PRE-BOOKING EXAMS	780.00
	3160-23725	111-7022-421.56-15	PD PRE-BOOKING EXAMS	400.00
				<b>\$1,180.00</b>
STANDARD INSURANCE COMPANY	APRIL2018	802-0000-217.50-70	LIFE INSURANCE PREMIUM	6,707.67
	APRIL2018	802-0000-217.50-70	LIFE INSURANCE PREMIUM	1,590.41
				<b>\$8,298.08</b>
SUPERION, LLC	207015	111-9010-419.43-15	FINANCIAL SYSTEMS 5/2018	11,076.69
				<b>\$11,076.69</b>
TRANSTECH ENGINEERS, INC.	20173146	111-4010-431.56-62	ENGINEERING PERMIT SRVCS 11/2017	28,311.54
	20173147	111-4010-431.56-62	ENGINEERING SRVCS NOV2017	3,060.00
	20173148	111-4010-431.56-62	ENGINEERING SRVCS NOV2017	160.00
	20181228	111-4010-431.56-62	CONSULTANT-LABOR COMPLIANCE	748.00
	20181226	202-4010-431.73-10	ENGINEERING-ATP CYCLE II	63,250.00
	20181126	221-8010-431.56-41	TA DATA & SURVEYING SRVCS	115.50
	20181127	221-8010-431.56-41	TA DATA & SURVEYING SRVCS	115.50
	20172618	681-8030-461.56-41	WELL 15 ENGINEER PLANS	1,375.00
				<b>\$97,135.54</b>
TRI-TECH FORENSICS INC	156405	225-7120-421.74-10	PD PATROL FIRST AID KIDS	1,921.75
				<b>\$1,921.75</b>
TRIANGLE SPORTS	35835	111-6030-451.61-35	YOUTH SPORTS TROPHIES	876.00
				<b>\$876.00</b>
TRIMMING LAND CO INC	10448	231-8010-415.56-41	TREE SRVC 1/29-2/9/18	5,000.00
	10448	535-8090-452.56-60	TREE SRVC 1/29-2/9/18	10,489.00
				<b>\$15,489.00</b>
TYCO INTEGRATED SECURITY	30389090	111-7010-421.56-41	PD ALARM SRVC QTRLY 5/31-7/31/18	3,702.21
				<b>\$3,702.21</b>
U.S. BANK	PPE 04/22/2018	802-0000-217.30-20	EMPLOYEE PARS DEDUCT	1,688.42
	PPE 04/22/2018	802-0000-217.30-20	EMPLOYEE PARS DEDUCTION	1,945.27
	PPE 04/22/2018	802-0000-218.10-05	EMPLOYER CONTRIBUTION	12,909.35
	PPE 04/22/2018	802-0000-218.10-05	EMPLYR PARS ENHNCMENT	3,275.00
				<b>\$19,818.04</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
U.S. HEALTH WORKS	3292014-CA	111-0230-413.56-41	MEDICAL TESTING SERVICES	51.00
	3295535	111-0230-413.56-41	MEDICAL TESTING SERVICES	1,172.00
	3302233-CA	111-0230-413.56-41	PRE EMPLOYMENT PHYSICALS	1,151.00
	3305678-CA	111-0230-413.56-41	PRE-EMPLOYMENT PHYSICALS	283.00
				<b>\$2,657.00</b>
ULINE	95950514	111-7040-421.61-33	PD EVIDENCE SUPPLIES	413.70
	95635107	111-8022-419.43-10	CITY HALL RESTROOM SUPPLIES	218.30
	96107555	111-8023-451.61-20	PARKS SPLASH PAD SUPPLIES	464.93
				<b>\$1,096.93</b>
UNDERGROUND SERVICE ALERT OF SO CAL	320180129	221-8014-429.56-41	UNDERGROUND SRVC ALERTS 3/2018	300.40
				<b>\$300.40</b>
UNITED ROCK PRODUCTS	1138444	535-8090-452.61-20	PW LANDSCAPE SUPPLY-PLASTER SAND	763.83
				<b>\$763.83</b>
UPS	F911X6138	111-7010-421.61-20	POLICE DEPT SHIPPING SERVICE	16.25
	F911X6148	111-7010-421.61-20	POLICE DEPT SHIPPING SERVICE	1.40
				<b>\$17.65</b>
VERIZON WIRELESS	9804529858	111-6010-419.53-10	PARKS MONITOR SERVICE 3/2-4/1/18	38.01
	9804529858	111-8010-431.53-10	PW CELL PHONE SERVICE 3/2-4/1/18	684.22
				<b>\$722.23</b>
VERMILLION INVESTIGATIONS	3/18/2018	745-9031-413.32-70	3RD PARTY LEGAL SRVC 3/18	2,083.00
				<b>\$2,083.00</b>
VICTOR GARCIA	65712/68173	111-0000-228.20-00	DEPOSIT REFUND	500.00
				<b>\$500.00</b>
WATER REPLENISHMENT DISTRICT OF	2/28/2018	681-8030-461.41-00	WATER PRODUCTION FEB18	79,261.50
				<b>\$79,261.50</b>
WAXIE SANITARY SUPPLY	77275940	111-8020-431.43-10	PW RESTROOM SUPPLIES	122.25
	77290366	111-8020-431.43-10	PW SUPPLIES-SPRAY BOTTLES	16.29
	77319122	111-8020-431.43-10	PARKS RESTROOM SUPPLY	60.71
				<b>\$199.25</b>
WELLS FARGO	2449215	111-0110-411.61-20	COUNCIL PRESENTATION SUPPLIES	65.90
	2469216	111-0110-411.61-20	COUNCIL FLOWER PURCHASE	90.13
	2469216F	111-0110-411.61-20	COUNCIL PRESENTATION SUPPLIES	174.80
	4/02/2018	111-0110-411.61-20	CREDIT CARD LATE FEE EXPENSE	13.00
	2443106	111-0110-411.66-05	CITY COUNCIL MEAL	35.00
	2443106E	111-0110-411.66-05	CITY COUNCIL MEAL	35.00
	2469216	111-0110-411.66-05	CITY COUNCIL MEALS 3/6 & 3/20	253.03
	2469216F0	111-0110-411.66-05	COUNCIL FLOWER PURCHASE	69.92
	4/02/2018	111-0110-411.66-05	CREDIT CARD LATE FEE EXPENSE	13.00
	7449215	111-0110-411.66-05	COUNCIL PRESENTATION SUPPLIES	-20.37
	04/02/2018	111-0210-413.61-20	CREDIT CARD FINANCE CHARGE	16.25
	2469216	111-0210-413.61-20	ADMIN FLOWER PURCHASE	90.13
	4/02/2018	111-0210-413.61-20	CREDIT CARD LATE FEE EXPENSE	13.00
	2416407F	229-7010-421.59-15	POLICE DEPT CAR RENTAL EXPENSE	124.36

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WELLS FARGO	2469216	229-7010-421.59-15	POLICE DEPT LODGING EXPENSE	386.60
	2469216F	229-7010-421.59-15	POLICE DEPT LODGING EXPENSE	370.12
	2471705	229-7010-421.59-15	POLICE DEPT FLIGHT EXPENSE	10.99
	2471705F9	229-7010-421.59-15	POLICE DEPT FLIGHT EXPENSE	8.99
	2475542F	229-7010-421.59-15	POLICE DEPT PARKING EXPENSE	90.00
				<b>\$1,839.85</b>
WELLS FARGO BANK-FIT	PPE 04/08/2018	802-0000-217.20-10	FEDERAL TAX DEPOSIT	5,020.81
	PPE 04/22/2018	802-0000-217.20-10	FEDERAL TAX DEPOSIT	49,271.81
				<b>\$54,292.62</b>
WELLS FARGO BANK-MEDICARE	PPE 04/08/2018	802-0000-217.10-10	MEDICARE TAX DEPOSIT	293.71
	PPE 04/22/2018	802-0000-217.10-10	MEDICARE TAX DEPOSIT	6,988.88
				<b>\$7,282.59</b>
WELLS FARGO BANK-SIT	PPE 04/08/2018	802-0000-217.20-20	STATE TAX DEPOSIT	1,325.49
	PPE 04/22/2018	802-0000-217.20-20	STATE TAX DEPOSIT	18,401.96
				<b>\$19,727.45</b>
WEST GOVERNMENT SERVICES	837991159	111-7030-421.56-41	INVESTIGATION SERVICES 3/2018	624.00
	838075540	111-7030-421.56-41	INVESTIGATION SERVICES 3/5-4/4	54.75
				<b>\$678.75</b>
WESTERN COLLOID S.C. INC.	11742	111-8024-421.43-10	POLICE BUILDING ROOF SUPPLIES	983.58
	11863	111-8024-421.43-10	POLICE BUILDING ROOF SUPPLIES	2,135.25
	11863CR	111-8024-421.43-10	POLICE BUILDING ROOF SUPPLIES	-156.04
	11967	111-8024-421.43-10	POLICEBUILDING ANNEX ROOF SUPPLY	156.04
				<b>\$3,118.83</b>
WESTERN EXTERMINATOR COMPANY	5540982	111-8020-431.56-41	EXTERMINATOR SRVC 10/2017	67.50
	5847707	111-8020-431.56-41	EXTERMINATOR SRVCS 2/2018	67.50
	5540982	111-8022-419.56-41	EXTERMINATOR SRVC 10/2017	49.00
	5847707	111-8022-419.56-41	EXTERMINATOR SRVCS 2/2018	49.00
	5540982	111-8023-451.56-41	EXTERMINATOR SRVC 10/2017	92.50
	5847707	111-8023-451.56-41	EXTERMINATOR SRVCS 2/2018	92.50
	5540982	111-8024-421.56-41	EXTERMINATOR SRVC 10/2017	50.00
	5847707	111-8024-421.56-41	EXTERMINATOR SRVCS 2/2018	50.00
	5540982	535-8090-452.56-60	EXTERMINATOR SRVC 10/2017	139.50
	5847707	535-8090-452.56-60	EXTERMINATOR SRVCS 2/2018	139.50
				<b>\$797.00</b>
WHITTIER FERTILIZER CO.	330348	535-8090-452.61-20	LANDSCAPING SUPPLIES	200.39
	331477	535-8090-452.61-20	LANDSCAPING SUPPLIES	1,434.45
				<b>\$1,634.84</b>
YAZMIN CHAVEZ	4/4/18	111-0230-413.61-20	ORAL INTERVIEW MEALS	60.00
	93001268337	111-0230-413.61-20	ORAL INTERVIEW SUPPLIES	14.38
				<b>\$74.38</b>
				<b>\$947,484.51</b>



1 operative part hereof.

2 **SECTION 2:** Chapter 5, Section 5-3.7 of the Downtown Huntington Park Specific Plan hereby  
3 amended to read as follows:

4 **5-3.7 PROHIBITED SIGNS**

5 The following signs are prohibited in all Districts:

- 6 A. Any sign not in compliance with the provisions of the City’s Sign Ordinance and the  
7 Specific Plan or which were not in compliance with the laws and rules in effect at  
8 the time of original construction or mounting (disregarding any rules making  
9 reference to message content).
- 10 B. Abandoned signs and sign structures.
- 11 C. Bench signs, except at approved bus passenger loading areas.
- 12 D. Light bulb strings used as part of commercial advertising.
- 13 E. Signs on roofs, including mansard-type roofs, **except as identified in Chapter 5,**  
14 **section 5-3.8 of the Downtown Huntington Park Specific Plan.**
- 15 F. Billboards, as defined within the City’s Sign Ordinance.
- 16 G. Portable signs, A-frame signs, or “human” signs, other than outdoor advertising  
17 signs permitted by Section 4.16 - Outdoor Advertising.
- 18 H. Signs emitting audible sounds, odors, or visible matters.
- 19 I. Signs placed in a manner so that they interfere with the free use of any fire escape, exit  
20 or standpipe, or obstruct any required ventilator, door, stairway or window.
- 21 J. Signs that obstruct traffic visibility or cause a hazardous distraction to motorists as  
22 determined by the City Engineer, without consideration of copy or message displayed.
- 23 K. Painted wall signs and murals when not part of a comprehensive sign program and  
24 where not located on permanent materials or building walls.
- 25 L. Styrofoam or similar nondurable material signs. Styrofoam core (or similar material)  
26 individual channel letter signs may be approved by the Director of Community  
27 Development if enclosed with a durable exterior finish and part of an integrated sign  
28 design. A durable finish shall provide good weather resistance.
- 29 M. Can signs, cabinet signs, or internally illuminated box signs.
- 30 N. Painted or handmade signs on temporary material (paper, cardboard, etc).
- 31 O. Rotating, revolving, flashing, animated, blinking, gyrating or moving signs.
- 32 P. Signs on vehicles, trailers or other mobile devices when used exclusively or primarily  
33 as advertising displays.
- 34 Q. Flags, pennants, streamers, spinners, festoons, windsocks, balloons or other inflatable  
35 devices.
- 36 R. Freestanding pole signs.

1  
2       **SECTION 3:** Chapter 5, Section 5-3.8 of the Downtown Huntington Park Specific Plan  
3 hereby amended to read as follows:

4       5- 3.8 SIGNS FOR LEGAL NONCONFORMING USES AND LEGAL  
5       NONCONFORMING SIGNS

- 6       A. Except as otherwise provided herein, nonconforming signs which are damaged by any  
7 cause may be repaired if the cost of repair does not exceed 50% of the current replacement  
8 value of the sign. Such repairs shall be limited to routine painting, repair and replacement  
9 of electrical components; change of copy shall not be permitted. Notwithstanding this  
10 provision, signs painted directly on the surface of a building or painted directly on a flat  
11 surface affixed to a building may only be repainted to conform to all requirements of the  
12 Specific Plan.
- 13       B. The copy or content of nonconforming roof signs or pole signs may not be altered. Such  
14 signs shall be removed if ownership or use of the advertised building or business changes.  
15 Except as follows:
- 16       1) Nonconforming roof signs and pole signs which were installed at the time of a  
17 building's or structure's initial construction, and which have retained their original  
18 copy and which are located on buildings or structures classified as contributing in the  
19 City's historical database or which have been designated as historic signs may be  
20 repaired or restored regardless of cost and may be retained regardless of change in  
21 ownership; however the copy shall not be changed.
  - 22       2) Signs that were installed at the time of a building's or structure's initial construction,  
23 but were subsequently removed or altered, and such building or structure is classified  
24 as contributing in the City's historic database, may be restored or replicated subject to  
25 the provision of historical evidence of the original configuration of such sign which  
26 meets the approval of the Director of Community Development or Review Authority.  
27 Such renovation or replication, inclusive of change of copy as may be approved by the  
28 Director of Community Development or Review Authority, shall not be required to  
meet existing sign regulations as long as the resulting sign replicates the original one. If  
the original sign copy is retained, the sign shall not be construed as additional signage,  
but rather the preservation of original historic elements of a building or structure.
  - 3) Nonconforming roof signs or pole signs which are not classified as contributing to the  
City's historical database or not classified as historic and which do not retain the original  
copy but which were installed as part of the building's or structures original construction  
and are architecturally integrated into to the building or structure can be considered for a  
change of copy subject to a Sign Design Review and the following development  
standards:
    - a. Sign copy shall not exceed sixty-five percent (65%) of the structure's surface area;
    - b. Sign copy shall not project beyond the structure's surface area;
    - c. The sign shall consist of individual channel letters;
    - d. Illumination shall be internal or external as approved by the Director of Community  
Development or Review Authority; and

- 1
- 2 e. All other criteria shall be consistent with the sign guideline standards contained
- 3 within this chapter.
- 4 f. If it is a multi - tenant location, then ~~only one sign~~ **a maximum of 2 signs** per side of
- 5 structure shall be permitted.

6 **SECTION 4:** Upon completion of the Environmental Assessment Initial Study, the City of

7 Huntington Park has determined that the proposed Zoning Ordinance Amendment will not have a

8 significant effect on the environment and has prepared a Negative Declaration. The Negative

9 Declaration (ND) was prepared in accordance with the California Environmental Quality Act (CEQA),

10 Article 1. Sec. 15000 et. seq.

11 **SECTION 5:** Any provisions of the Huntington Park Municipal Code or appendices thereto

12 inconsistent with the provisions of this Ordinance are hereby repealed or modified to the extent

13 necessary to affect the provisions of the Ordinance.

14 **SECTION 6:** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance

15 is for any reason held to be invalid or unconstitutional by the decision of any court of competent

16 jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The

17 City Council of the City of Huntington Park hereby declares that it would have adopted this Ordinance

18 and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any

19 one or more sections, subsections, sentences, clauses, phrases or potions may be declared invalid or

20 unconstitutional.

21 **SECTION 5:** The City Council hereby incorporates by reference herein and adopts all of the

22 findings and conclusions contained within the Planning Commission Resolution No. 2018-01.

23 **SECTION 6:** This Ordinance shall take effect thirty 30 days after it final passage by the City

24 Council.

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**SECTION 7:** The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law.

**PASSED, APPROVED AND ADOPTED** this 1<sup>st</sup> day of May, 2018.

\_\_\_\_\_  
Jhonny Pineda, Mayor

ATTEST:

\_\_\_\_\_  
Donna G. Schwartz, CMC  
City Clerk

DRAFT



# CITY OF HUNTINGTON PARK

City Clerk's Office  
City Council Agenda Report

May 1, 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:

## **COUNCIL APPOINTMENTS TO YOUTH COMMISSION**

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

1. Make appointments to the Youth Commission consistent with the provisions set forth in Resolution No. 2015-19 and Ordinance 939-NS.

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

On May 18, 2015, the City Council adopted Resolution No. 2015-19 which established a new process for making appointments to various City Commissions.

On June 1, 2015, the City Council adopted Ordinance No. 939-NS, Establishing a Youth Commission. All members shall be between the ages of 14 and 19 years of age at the time of appointment. Each member shall remain in good academic standing with their respective schools as defined by each school, and/or submit two letters of recommendations as a requirement of the application process.

Individuals appointed to the Youth Commission will be required to submit to a LiveScan and subsequently take an Oath of Office.

### **FISCAL IMPACT**

There is no fiscal impact. Compensation for Youth Commission is \$25 a month per Commissioner for an annual amount of \$3,000, which has been budgeted for FY 2017-2018 to account 111-0123-413.19-05.

## **COUNCIL APPOINTMENTS TO YOUTH COMMISSION**

May 1, 2018

Page 2 of 2

### **CONCLUSION**

Terms will run concurrent with the Council Member who appoints. After appointment City Clerk will notify applicant(s) of the nomination(s).

Respectfully submitted,



RICARDO REYES  
Interim City Manager



Donna G. Schwartz, CMC  
City Clerk

### **ATTACHMENT(S)**

- A. Resolution No. 2015-19, Adopting Revised Rules, Method of Appointment, Guidelines for the Conduct of Meetings and Structure for all Commissions of the city and Repealing all Prior Resolutions or Provisions in Conflict with the Provisions Contained Herein.
- B. Ordinance No. 939-NS, Establishing a Youth Commission and Adding Title 2, Chapter 11 to the Huntington Park Municipal Code.

# ATTACHMENT "A"



1           **SECTION 3: Appointment, Reappointment and Removal.**

2           Each member of the City Council shall have authority to appoint one (1)  
3 member to each Commission, with the exception of the Youth Commission, which  
4 shall consist of two (2) members appointed by each City Councilmember. Each  
5 Councilmember shall appoint their Commissioners within sixty (60) days of assuming  
6 office, or from the adoption of this Resolution, or from a vacancy occurring for said  
7 Commission position for that respective Councilmember appointment. If no  
8 appointment is made within sixty (60) days of assuming office, or from the adoption of  
9 this Resolution, or from a vacancy occurring for said Commission position, the Mayor  
10 shall appoint a member to the vacant seat.

11           Commission members may be removed from their appointment due to  
12 disqualification as provided for in this Resolution or upon the sole decision by the  
13 Councilmember who appointed that Commissioner. All appointments or removal of  
14 Commissioners shall occur at an open meeting of the City Council. If removal of a  
15 Commissioner occurs, the City Clerk shall send notice to that Commissioner at the last  
16 address on file with the City.

17           **SECTION 4: Term of Office.**

18           Each Commissioner's term shall be for a period of four years, unless removed  
19 by the appointing Councilmember or as a result of disqualification as set forth herein.  
20 Notwithstanding the foregoing, no Commissioner shall serve for a period which  
21 exceeds the time in office for the Councilmember appointing that Commissioner. In  
22 the event that the appointing Councilmember completes his or her term, vacates their  
23 office or otherwise is no longer holding office, the term of the Commissioner appointed  
24 by said Councilmember shall end. However, nothing contained in this section shall  
25 prevent another Councilmember or the new Councilmember from appointing the  
26 individual back to the same Commission or to a different Commission.

27           **SECTION 5: Vacancy Due to Disqualification.**

28           When a member no longer meets the qualifications for the Commission, the  
member is therefore disqualified, and the office shall thereupon become vacant.

**SECTION 6: Vacancy.**

          If for any reason a vacancy occurs, it shall be filled by appointment by the  
member of the City Council who appointed said Commissioner for the unexpired  
portion of such term.

**SECTION 7: Quorum.**

          A majority of the total number of members of the Commission shall constitute a  
quorum for the transaction of business, but a lesser number may adjourn from time to  
time for want of quorum and until a quorum can be obtained.

1           **SECTION 8: Purpose.**

2           The purpose, duties and responsibilities of each Commission shall be  
3 established by the City Council by ordinance and codified in the Huntington Park  
4 Municipal Code.

5           **SECTION 9: Organization.**

6           Annually in the month of March, the Commission shall elect one of its members  
7 as Chair and Vice-Chair. City staff shall act as the Commission Secretary. Staff  
liaisons shall act as the conduit for all communications to the City Council.

8           **SECTION 10: Meetings.**

9           Regular meetings of the Commission shall be as set by each Commission. The  
10 place of such meetings shall be at City Hall unless otherwise designated by the City  
11 Council or approved by a majority of the total membership of the Commission. When  
12 the day for such regular meetings falls on a legal holiday, the meeting shall not be  
13 held on such holiday, but shall be held at the same hour on the next succeeding day  
14 thereafter which is not a holiday. All meetings of the Commission shall be open and  
15 public, and subject to all laws of the state of California e.g. the Brown Act, governing  
open public meetings. The Commission shall adopt its own rules for the transaction of  
its business and keep a record of resolutions, findings and recommendations and  
actions voted upon. A report of each meeting of the Commission shall be given to the  
City Council.

16           **SECTION 11: Termination of Commission.**

17           Termination of the Commission shall be done at the will and vote of the City  
18 Council.

19           **SECTION 12: Compensation.**

20           Commission member compensation shall be set by resolution of the City  
21 Council.

22           **SECTION 13: Commission Handbook.**

23           All Commission Members must adhere to the provisions contained and  
24 referenced in the City of Huntington Park Commission Handbook as approved by the  
City Council.

25           **SECTION 14:**

26           The City Clerk shall certify to the adoption of this Resolution.  
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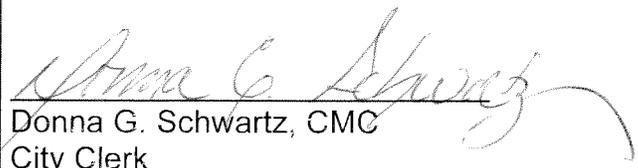
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**PASSED, APPROVED AND ADOPTED THIS 18<sup>th</sup> day of May, 2015.**



Karina Macias  
Mayor

ATTEST:



Donna G. Schwartz, CMC  
City Clerk

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CERTIFICATION

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

I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015–19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18<sup>th</sup> day of May, 2015, by the following vote, to wit:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 20<sup>th</sup> day of May 2015.

  
\_\_\_\_\_  
Donna G. Schwartz, CMC, City Clerk

# ATTACHMENT "B"



1 member's term, a Youth Commission member's term shall also immediately expire  
2 upon the member's reaching twenty-one years of age.

3 2-11.603 - Powers and duties.

4 The Youth Commission shall be for all purposes an advisory commission to the  
5 city council for matters relating specifically to youth. This includes activities orientated  
6 toward recreation and civic programs, and those activities that pertain to life issues,  
7 thus addressing leisure needs and creating awareness and improving quality of life for  
8 our youth. In addition the commission shall review and recommend policies and  
9 programs which directly impact youth issues and the quality of life not only for the  
10 youth of the City but for all residents of the City of Huntington Park.

11 2-11.604 - Meetings—Frequency—Place.

12 That the commission shall hold regular meetings, at least once per month, at  
13 the city hall, and may hold such additional meetings at the place as it may deem  
14 necessary or expedient. Each commissioner shall attend other commission meetings  
15 and City Council meetings on rotation basis as a method of gaining valuable insight to  
16 the functions of the government process.

17 2-11.605 - Meeting—Absence from.

- 18 A. If a member of the commission shall be absent from three consecutive  
19 regular meetings of the commission, without cause, the secretary of the  
20 commission shall immediately inform the City Council of such absences.
- 21 B. An absence due to illness or other unavoidable absence from a meeting  
22 shall be reported to the secretary of the commission in advance of such  
23 regular meeting, otherwise it shall be deemed an unexcused absence.

24 2-11.606 - Quorum—Officers.

25 A majority of the total members of the commission shall constitute a quorum for  
26 the purposes of transacting business. The commission shall annually select one of its  
27 members to act as chairperson and another to act as vice chairperson. The terms of  
28 office of both the chairperson and vice chairperson shall be for a period of one year.

2-11.607 - Records.

1 The secretary of the commission shall keep a record of all the proceedings,  
2 resolutions, findings, determinations and transactions of the commission, which record  
3 shall be filed with the city clerk.

4 2-11.608 - Advisory capacity.

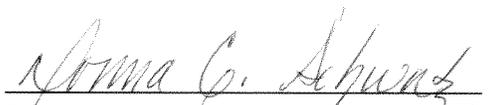
5 Nothing in this chapter shall be construed as restricting or curtailing any of the  
6 powers of the city council, or as a delegation to the commission, of any of the authority  
7 or discretionary powers vested and imposed by law in the City Council. The City  
8 Council declares that the public interest, convenience, welfare and necessity require  
9 the appointment of a Youth Commission, to act in a purely advisory capacity to the  
10 City Council, for the purposes herein enumerated. The commission shall provide  
11 periodic reports, but at least twice a year, to the City Council concerning the activities  
12 of the Youth Commission and the recommendations approved by the commission.

13 **PASSED, APPROVED AND ADOPTED THIS 1<sup>st</sup> day of June 2015.**

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17 Karina Macias  
18 Mayor

19 ATTEST:

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21   
22 Donna G. Schwartz, CMC  
23 City Clerk





# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

May 1, 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 AN AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 7020 MOUNTAIN VIEW AVENUE, HUNTINGTON PARK, CALIFORNIA**

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

1. Approve a contract with Alfredo De La Torre Construction Services for an amount of \$21,075 to remediate lead-based paint hazards on a three (3) multi-family unit located at 7020 Mountain View Avenue (Units: A, C & D); and
2. Authorize Interim City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

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

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

**CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 7020 MOUNTAIN VIEW AVENUE, HUNTINGTON PARK, CALIFORNIA**

May 1, 2018

Page 2 of 3

The owner residing at the single family property located at 7020 Mountain View Avenue (Units: A, C & D) is qualified to participate the program. The City received bids from two (2) qualified contractors for the scope of work. The following table summarize the bids received:

<b>Contractor</b>	<b>Bid Amount</b>
De La Torre	\$21,075
Visions West	\$33,215

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

**Scope of Work under the Lead Based Paint Program**

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

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

**FISCAL IMPACT/FINANCING**

The funding of \$21,075 for this program is included in the FY 2017-18 Budget in account number 246-5098-463.73-10 (Lead Based Paint Grant Program).

**CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 7020 MOUNTAIN VIEW AVENUE, HUNTINGTON PARK, CALIFORNIA**

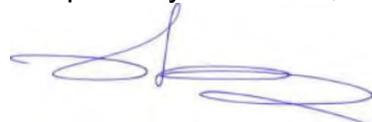
May 1, 2018

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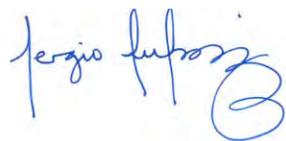
**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
Interim City Manager



SERGIO INFANZON  
Community Development Director

**ATTACHMENT(S)**

- A. Bid Evaluation
- B. Contract for the Lead Based Paint Hazard Control Program

# ATTACHMENT "A"

**CITY OF HUNTINGTON PARK Lead Based Paint Grant Program**

**Bid Evaluation**

*7020 Mountain View Ave (3)*

<b>7020 Mountain View Ave #A -Single Family Home</b>				
ITEM	Visions	Visions/Alternate	De La Torre	De La Torre/Alternate
<b>LBPH</b>				
1 Interior Fixed Window Components (De LA Torre 3)	2,700	5,850	950	950
2 Interior Door- Den	300	-	450	
3 Exterior Entry Door Frame	375	-	950	
4 Exterior Window Components (Vision 2) (De La Torre 4)	490	1,350	850	
5 Exterior Columns, Beams & Ceiling (Front Porch)	1,050	-	1,200	
6 Exterior Vents	450	-	550	
7 Exterior Corner Boards	950		350	
8 Old lead-laden wooden alls under stucco	n/a		n/a	
12 Clean all floors, windows sills, and windows wells	1,850		1,200	
14 Wste Disposal	350		750	
<b>Subtotal</b>	<b>\$ 8,515</b>	<b>\$ 7,200</b>	<b>\$ 7,250</b>	<b>\$ 950</b>

<b>7020 Mountain View Ave #C &amp; D</b>				
ITEM	Visions	Visions/Alternate	De La Torre	De La Torre/Alternate
<b>LBPH</b>				
9 Ceramic Kitchen & Bathroom - C	n/a	n/a	n/a	n/a
10 Ceramic Tiled Kitchen & Bathroom - D	n/a	n/a	n/a	n/a
11 Exterior Window Frames - C & D (Visions 22) ( De La Torre 18)	6,555	14,300		10,800
<b>Subtotal</b>	<b>\$ 6,555</b>	<b>\$ 14,300</b>	<b>\$ -</b>	<b>\$ 10,800</b>
<b>ALT TOTAL</b>		<b>\$ 26,825</b>		<b>\$ 18,050</b>

<b>7020 Mountain View Ave #A</b>				
<b>Healthy Homes</b>				
	Visions		De La Torre	
1 Inspect and Repair Leaky Plumbing	1,450		250	
2 Smoke & Caron Monoxide Detectors	690		375	
<b>Subtotal</b>	<b>\$ 2,140</b>	<b>\$ -</b>	<b>\$ 625</b>	<b>\$ -</b>

<b>7020 Mountain View Ave #C</b>				
<b>Healthy Homes</b>				
	Visions		De La Torre	
1 Inspect and Repair Leaky Plumbing	1,450		225	
2 Install New Kitchen Sink Faucet	190		200	
3 Smoke & Caron Monoxide Detectors	650		350	
4 Light Covers (9)	60		375	
5 Repair Wall - holes	950		50	
<b>Subtotal</b>	<b>\$ 3,300</b>	<b>\$ -</b>	<b>\$ 1,200</b>	<b>\$ -</b>

<b>7020 Mountain View Ave #D</b>				
<b>Healthy Homes</b>				
	Visions		De La Torre	
1 GFCI	2,490		350	
2 Install New Kitchen Sink Faucet	650		300	
3 Seal Windows	290		250	
4 Light Covers (2)	90		150	
5 Repair Wall - holes	950		150	
<b>Subtotal</b>	<b>\$ 4,470</b>	<b>\$ -</b>	<b>\$ 1,200</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 33,215</b>	<b>\$ -</b>	<b>\$ 21,075</b>	<b>\$ -</b>

# ATTACHMENT "B"

## LEAD HAZARD CONTROL PROGRAM

**This Agreement**, is made and entered into this 1<sup>st</sup> day of May, 2018, by and between the City of Huntington Park (hereinafter "City") Frank Gomez (hereinafter "Owner") and Alfredo De La Torre Construction Services (hereinafter "Contractor"), bearing California Contractor's License No 789226.

### RECITALS

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

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 7020 Mountain View Ave. (A, C & D), Huntington Park, California 90255 ("Property").

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

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

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

**2. Execution of Agreement.** Owner has executed this contract on May 1, 2018. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.

**3. Work Write-Up, Specifications and Drawings.** The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or drawings but which is necessary for the proper completion of the work and which is not specifically excluded from the Contract shall be supplied and set in place at the

expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

**4. Contract Price.** For the Work described in this Agreement included as Exhibit A, Contractor shall receive an amount not to exceed **Twenty-One Thousand Seventy-Five Dollars (\$21,075)**.

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

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

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

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

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

Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

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

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

**7. Approximate Start Date and Approximate Completion Date.** The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

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

**8. Inspection.** The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this

Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

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

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

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

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

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

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

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Fairbanks Insurance Brokers, Inc. (949) 595-0284.

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

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

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

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

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

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

**18. Change Orders.** No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

**19. Note about Extra Work and Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change

order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

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

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

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

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

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

**23. Contactor's Affidavit.** After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit

covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

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

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

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

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

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

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

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

Owner: Frank Gomez  
7020 Mountain View Ave.  
Huntington Park, CA 90255

Contractor: Alfredo De LA Torre Construction Services  
Attn: Alfredo De La Torre  
17827 Santa Ana Ave.  
Bloomington, CA 92316

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

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

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

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

a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.

b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].

c. Any member of or delegate to the Congress of the United States.

d. Any Resident Commissioner.

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

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

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

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

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

**35. Three Day Right to Cancel.**

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

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

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Parties have caused this Agreement to be executed as follows:

OWNER(S)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Ricardo Reyes, Interim City Manager

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Lead Based Paint Abatement & Healthy Homes Specifications**

Work Requested -	Estimated Cost
<p>1) <b>7020A Single Family Residence Entry – Interior Fixed Window Components</b> – Since these window components are “non-friction surfaces,” the lead-laden window components may simply be intacted and sealed with a suitable encapsulant that is compatible with the underlying substrate and the intended paint. Any loose and peeling paint that can be lifted with thumbnail pressure will be removed from the window components. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE “PAINT READY.”</b></p> <p><i>Alternatively</i> - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. <b>ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</b></p> <p>Number of windows to be treated: <u>3 Fixed Windows</u></p>	<p>\$ 950</p> <p>\$</p>
<p>2) <b>7020A Single Family Residence Den – Interior Door</b> – All paint on the “friction” portions of the lead-laden door must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the remaining paint with a suitable encapsulant. Any surface treated in this manner <b>MUST BE “PAINT READY.”</b></p> <p><i>Alternatively</i> - The lead-laden door may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ 450</p> <p>\$</p>

rule True

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>3) <b>7020A Single Family Residence – Exterior Door Frame to Entry –</b>                      All paint on the “friction” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE “PAINT READY.”</b> –</p> <p><i>Alternatively</i> - The lead-laden door frame may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ 950-</p> <p>\$</p>
<p>4) <b>7020A Single Family Residence – Exterior Window Components on West Side –</b> Since these window components are “non-friction surfaces,” the lead-laden window components may simply be intacted and sealed with a suitable encapsulant that is compatible with the underlying substrate and the intended paint. Any loose and peeling paint that can be lifted with thumbnail pressure will be removed from the window components. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE “PAINT READY.”</b></p> <p><i>Alternatively</i> - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p> <p>Number of windows to be treated: <u>4</u></p>	<p>\$ 850-</p> <p>\$</p>

<u>Work Requested -</u>	<u>Estimated Cost</u>
5) <i>7020A Single Family Residence – Exterior Columns, Beams and Ceiling (front porch)</i> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner <b>MUST BE “PAINT READY.”</b>	\$ 1,200
6) <i>7020A Single Family Residence – Exterior Vents</i> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner <b>MUST BE “PAINT READY.”</b>	\$ 550
7) <i>7020A Single Family Residence – Exterior Corner Boards</i> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner <b>MUST BE “PAINT READY.”</b>	\$ 350
8) <i>7020A Single Family Residence – Old lead-laden wooden walls exist under the stucco. These areas were not fully accessible and therefore only inspected where visible. If these areas are to be exposed:</i> All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE “PAINT READY.”</b>	\$



<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>9) <b>7020C Triplex – Ceramic Tiled Surfaces in Kitchen &amp; Bathroom -</b>                      The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p> <p><i>Alternatively -</i> Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$</p> <p>MA</p>
<p>10) <b>7020D Triplex – Ceramic Tiled Surfaces in Kitchen &amp; Bathroom -</b>                      The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p> <p><i>Alternatively -</i> Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$</p> <p>MA</p>

Work Requested -	Estimated Cost
<p>11) <b>Exterior Window Frames on Triplex</b> – Since these window components are “non-friction surfaces,” the lead-laden window components may simply be intacted and sealed with a suitable encapsulant that is compatible with the underlying substrate and the intended paint. Any loose and peeling paint that can be lifted with thumbnail pressure will be removed from the window components. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE “PAINT READY.”</b> –</p> <p style="text-align: center;"><i>2ND STORY UNITS</i></p> <p><b>Alternatively</b> - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. <b>ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</b></p> <p>Number of windows to be treated: <u>18</u></p>	<p>\$ 10,800-</p> <p>\$</p>
<p>12) <b>7020A Single Family Residence</b> –Because the dust wipe samples indicated a level of lead <b>above</b> the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned (<b>HEPA / TSP Equivalent / HEPA</b>).</p> <p>13) <b>NOTE: Unit 7020 B was not participating in the program therefore it was not inspected or sampled. All painted surfaces within this unit should be considered and treated as lead laden until properly identified.</b></p>	<p>\$ 1,200-</p>
<p>14) <b>Waste Disposal (Hazardous &amp; Non-hazardous)</b></p>	<p>\$ 750-</p>
<p>15) <b>Total Lead Abatement Cost</b></p>	<p>\$ 18,050-</p>

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: ALFREDO DELATORRE *CONST SERV*

Company Phone #: (323) 743-7622

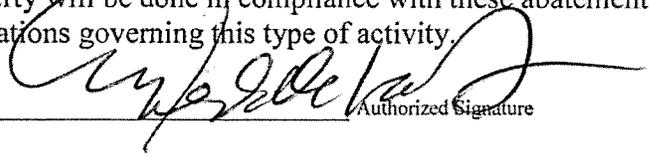
Contact Person: ALFREDO DELATORRE

Date of Bid: 3-10-18

Total amount of Bid: \$ 18,050

Estimated Time of Completion: 3 WEEKS

I ALFREDO DELATORRE hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

  
Authorized Signature

**CITY OF HUNTINGTON PARK  
LEAD BASED PAINT GRAN PROGRAM**

**HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM**

Name:	Omar Hernandez	APN No.:	6322-034-014
Address:	7020 Mountain View Ave. #A	Tel. No.:	(323) 585-3647
City:	Huntington Park 90255	Date:	February 26, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

**WORK DESCRIPTION AND STANDARD SPECIFICATIONS**

<b>1.</b>	<b>Inspect and Repair Leaky Plumbing:</b> Inspect the plumbing lines (both waste and water) in the kitchen underneath the kitchen sink and repair as necessary to provide a proper functioning system.	\$	250
<b>2.</b>	<b>Smoke and Carbon Monoxide Detectors:</b> Install a total of 6 new smoke and carbon monoxide (combo) detectors in bedrooms, hallway, and living room areas at a point centrally located.	\$	375
	<b>Project Total</b>	\$	625

**NOTE:**

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

**A. LICENSES, FEES, PERMITS AND CLEARANCES**

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

**B. INSPECTIONS**

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

**C. WARRANTY**

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from

*De la Torre*

**CITY OF HUNTINGTON PARK  
LEAD BASED PAINT GRAN PROGRAM**

**HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM**

Name:	Francisco Juares & Hortencia Hernandez	APN No.:	6322-034-014
Address:	7020 Mountain View Ave. #C	Tel. No.:	(323) 809-0517
City:	Huntington Park 90255	Date:	February 26, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

**WORK DESCRIPTION AND STANDARD SPECIFICATIONS**

1.	<b>Inspect and Repair Leaky Plumbing:</b> Inspect the plumbing lines (both waste and water) in the kitchen underneath the kitchen sink and repair as necessary to provide a proper functioning system.	\$	775
2.	<b>Install New Kitchen Sink Faucet:</b> Remove and replace the kitchen sink faucet (as is). The new kitchen sink faucet shall be a single lever, washerless, kitchen sink faucet. The sink faucet shall be chrome in color. Price shall include the replacement of flex lines to the angle stop to include the angle stop.	\$	700
3.	<b>Smoke and Carbon Monoxide Detectors:</b> Install a total of five (5) new smoke and carbon monoxide (combo) detectors in bedrooms, hallway, and living room areas at a point centrally located.	\$	350
4.	<b>Lights Covers:</b> Replace nine (9) missing light covers throughout the home (Kitchen, chimney wall, bath, hallway, bedrooms).	\$	375
5.	<b>Repair Wall:</b> Repair the hole in drywall at back side of bedroom room wall and kitchen where plumbing was repaired by previous contractor. Repair will include installation of new drywall, tape, texture and paint to match existing. <b>Install a rubber stoppers.</b>	\$	50
	<b>Project Total</b>	\$	1,250

**NOTE:**

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

*De la Torre*

**CITY OF HUNTINGTON PARK  
LEAD BASED PAINT GRAN PROGRAM**

**HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM**

Name:	Andrea Jimenes	APN No.:	6322-034-014
Address:	7020 Mountain View Ave. #D	Tel. No.:	(323) 630-3092
City:	Huntington Park 90255	Date:	February 26, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

**WORK DESCRIPTION AND STANDARD SPECIFICATIONS**

1.	<b>Ground Fault Circuit Interceptors:</b> Install new ground fault circuit interceptor (GFCI) receptacles in the kitchen within 6 feet of the kitchen sink and in the bathroom (minimum of one) in accordance with Section 210-8 of the National Electrical Code.	\$	350
2.	<b>Smoke and Carbon Monoxide Detectors:</b> Install a total of five (5) new smoke and carbon monoxide (combo) detectors in bedrooms, hallway, and living room areas at a point centrally located.	\$	300
3.	<b>Seal Windows:</b> Seal Living room and Kitchen windows to prevent any water infiltration.		250
4.	<b>Lights Covers:</b> Replace two (2) missing light covers throughout the home (bathroom and bedroom).	\$	150
5.	<b>Repair Wall:</b> Repair the hole in drywall at back side of bedroom room wall and kitchen where plumbing was repaired by previous contractor. Repair will include installation of new drywall, tape, texture and paint to match existing. <b>Install a rubber stoppers.</b>	\$	150
	<b>Project Total</b>	\$	1200

**NOTE:**

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.  
All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

**A. LICENSES, FEES, PERMITS AND CLEARANCES**

*De la Torre*

**A. LICENSES, FEES, PERMITS AND CLEARANCES**

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

**B. INSPECTIONS**

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

**C. WARRANTY**

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

**D. MATERIAL AND LABOR LIEN RELEASES**

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

**Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.**

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form.

***If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License, SAM.gov and DUNS numbers.***

It is further agreed that if awarded this contract, 5% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require \_\_\_\_\_ calendar days.

Contractor: <b>ALFREDO DELA CRUZ CONSTRUCTION</b>	Lic. No. & Class: <b>789226</b>
Signature: <i>[Handwritten Signature]</i>	Phone No.: <b>(323) 243-1622</b>
Address: <b>2630 CUDAHY ST N.P.C.A 90255</b>	



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

May 1, 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 AN AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6321 PASSAIC STREET, HUNTINGTON PARK, CALIFORNIA**

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

1. Approve a contract with Alfredo De La Torre Construction Services for an amount of \$25,025 to remediate lead-based paint hazards on a three (3) multi-family unit located at 6321 Passaic Street (A & B); and
2. Authorize Interim City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

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

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

**CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6321 PASSAIC STREET, HUNTINGTON PARK, CALIFORNIA**

May 1, 2018

Page 2 of 3

The owner residing at the single family property located at 6321 Passaic Street (A & B) is qualified to participate the program. The City received bids from two (2) qualified contractors for the scope of work. The following table summarize the bids received:

<b>Contractor</b>	<b>Bid Amount</b>
De La Torre	\$25,025
Visions West	\$30,155

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

**Scope of Work under the Lead Based Paint Program**

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

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

**FISCAL IMPACT/FINANCING**

The funding of \$25,025 for this program is included in the FY 2017-18 Budget in account number 246-5098-463.73-10 (Lead Based Paint Grant Program).

**CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6321 PASSAIC STREET, HUNTINGTON PARK, CALIFORNIA**

May 1, 2018

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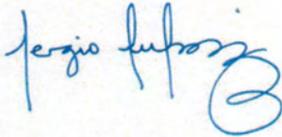
**CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
Interim City Manager



**SERGIO INFANZON**  
Community Development Director

**ATTACHMENT(S)**

- A. Bid Evaluation
- B. Contract for the Lead Based Paint Hazard Control Program

# ATTACHMENT "A"

**CITY OF HUNTINGTON PARK Lead Based Paint Grant Program**

**Bid Evaluation**

6321 Passaic St. (3)

<b>6321 Passaic St - Front Unit</b>		
ITEM	De La Torre	Visions
<b>LBPH</b>		
1 Exterior- Eaves, Rafters & Facia	3,500	800
2 Exterior Vents	450	850
3 Telephone Box Trim on North Side	150	90
4 Dust wipe: floors, windows sills and window wells	1,200	1,850
5 Waste Disposal	350	350
<b>Subtotal</b>	<b>\$ 5,650</b>	<b>\$ 3,140</b>

<b>6321 Passaic St - Unit A &amp; B</b>		
ITEM	De La Torre	Visions
<b>LBPH</b>		
1 Unit A Interior Door Frame to Living Room	450	300
2 Unit B- Interior Door Frame to Living Room	450	300
3 Unit B- Interior Bathroom Tile	NA	NA
4 Interior - Door Frame in Laundry Room	450	300
5 Interior - Door Frame in Garage	450	2,980
6 Interior- Door Frame in Storage 3	450	300
7 Exterior- Door Components	2,400	1,250
8 Exterior Window Components (Replace 8 Windows & Clean 5)	2,500	3,150
9 Exterior - Eaves & Rafter	3,000	3,850
10 Exterior - Columns & Beams	1,650	890
11 Exterior - Garage Door Components	2,800	2,980
12 Waste Disposal	700	350
<b>Subtotal</b>	<b>\$ 15,300</b>	<b>\$ 16,350</b>

<b>Healthy Homes: Front Unit</b>		
1 GFCI (3)	400	3,850
2 Smoke & Caron Detectors	150	550
3 Replace Outlet Covers	25	200
4 Insect & Repair Leaky Plumbing & Replace Faucet	375	195
5 Install New Foundation Vents (7)	250	750
<b>Subtotal</b>	<b>\$ 1,200</b>	<b>\$ 5,545</b>

<b>Healthy Homes: Unit A</b>		
1 GFCI (3)	450	2,450
2 Smoke & Caron Detectors	300	690
3 Replace Outlet Covers	25	40
4 Remove Bathroom Mold	425	1,990
<b>Subtotal</b>	<b>\$ 1,200</b>	<b>\$ 5,170</b>

<b>Healthy Homes: Unit B</b>		
1 GFCI (2)	300	2,450
2 Smoke & Caron Detectors	200	650
3 Replace Outlet Covers	25	-
4 Remove Bathroom Mold	475	1,950
5 Porch Light Covers (2)	75	180
6 Repair Exterior Wall at A Side	200	750
7 Install New Wrought Iron Railing to Code height	325	3,500
8 New foundation vent at stairs	75	2,890
<b>Subtotal</b>	<b>\$ 1,675</b>	<b>\$ 12,370</b>
<b>TOTAL</b>	<b>\$ 25,025</b>	<b>\$ 42,575</b>

# ATTACHMENT "B"

## LEAD HAZARD CONTROL PROGRAM

**This Agreement**, is made and entered into this 1<sup>st</sup> day of May, 2018, by and between the City of Huntington Park (hereinafter "City") Veronica Pereyra (hereinafter "Owner") and Alfredo De La Torre Construction Services (hereinafter "Contractor"), bearing California Contractor's License No 789226.

### RECITALS

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

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 6321 Passaic Street (A & B), Huntington Park, California 90255 ("Property").

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

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

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

**2. Execution of Agreement.** Owner has executed this contract on May 1, 2018. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.

**3. Work Write-Up, Specifications and Drawings.** The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or drawings but which is necessary for the proper completion of the work and which is not specifically excluded from the Contract shall be supplied and set in place at the

expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

**4. Contract Price.** For the Work described in this Agreement included as Exhibit A, Contractor shall receive an amount not to exceed **Twenty-Five Thousand Twenty-Five Dollars (\$25,025)**.

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

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

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

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

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

Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

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

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

**7. Approximate Start Date and Approximate Completion Date.** The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

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

**8. Inspection.** The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this

Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

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

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

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

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

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

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

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Fairbanks Insurance Brokers, Inc. (949) 595-0284.

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

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

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

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

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

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

**18. Change Orders.** No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

**19. Note about Extra Work and Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change

order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

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

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

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

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

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

**23. Contactor's Affidavit.** After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit

covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

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

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

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

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

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

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

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

Owner: Veronica Pereyra  
6321 Passaic Street  
Huntington Park, CA 90255

Contractor: Alfredo De LA Torre Construction Services  
Attn: Alfredo De La Torre  
17827 Santa Ana Ave.  
Bloomington, CA 92316

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

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

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

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

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

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

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

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

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

**35. Three Day Right to Cancel.**

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

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

//  
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//  
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Parties have caused this Agreement to be executed as follows:

OWNER(S)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Ricardo Reyes, Interim City Manager

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Lead Based Paint Abatement & Healthy Homes Specifications**

Work Requested -	Estimated Cost
1) <b>Exterior - Eaves, Rafters &amp; Fascia</b> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE "PAINT READY."</b>	\$ 3,500 <sup>-</sup>
2) <b>Exterior - Vents</b> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE "PAINT READY."</b>	\$ 450 <sup>-</sup>
3) <b>Exterior - Telephone Box Trim on North Side</b> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE "PAINT READY."</b>	\$ 150 <sup>-</sup>
4) Because the dust wipe samples indicated a level of lead <u>above</u> the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned ( <i>HEPA / TSP Equivalent / HEPA</i> ).	\$ 1,200 <sup>-</sup>
5) <b>Waste Disposal (Hazardous &amp; Non-hazardous)</b>	\$ 350 <sup>-</sup>
6) <b>Total Lead Abatement Cost</b>	\$ 5,650 <sup>-</sup>

**Lead Based Paint Abatement Specifications**  
**Single Family Residence**  
**6321 Passaic Street**  
Project Number 3011259

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: ALFREDO DE LA TORRE <sup>CONS</sup> <sub>SERV</sub>

Company Phone #: (323) 743-7622

Contact Person: ALFREDO DE LA TORRE

Date of Bid: 3-4-18

Total amount of Bid: \$ 5,650-

Estimated Time of Completion: 1 WEEK

I ALFREDO DE LA TORRE hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

[Signature]  
Authorized Signature

**CITY OF HUNTINGTON PARK  
LEAD BASED PAINT GRAN PROGRAM**

**HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM**

Name:	Veronica Pereyra (Owner)	APN No.:	6319-003-019
Address:	6321 Passaic ST. (Front Unit)	Tel. No.:	(323) 973-3798
City:	Huntington Park 90255	Date:	February 26, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

**WORK DESCRIPTION AND STANDARD SPECIFICATIONS**

1.	<b>Ground Fault Circuit Interceptors:</b> Install new ground fault circuit interceptor (GFCI) receptacles in the (2) kitchen within 6 feet of the kitchen sink and in the (1) bathroom (minimum of one) in accordance with Section 210-8 of the National Electrical Code.	\$	400
2.	<b>Smoke and Carbon Monoxide Detectors:</b> Install a total of three (3) new smoke and carbon monoxide (combo) detectors in bedrooms, hallway, and living room areas at a point centrally located.	\$	150
3.	<b>Replace Outlet Covers:</b> Replace missing outlet receptacles: one (1) bathroom; two (2) Bedroom and seven (7) Living Room covers.	\$	25
4.	<b>Inspect and Repair Leaky Plumbing and Replace Faucet:</b> Inspect the plumbing lines in the bathroom sink and repair as necessary to provide a proper functioning system. Replace faucet with new.	\$	375
5.	<b>Install New Foundation Vent:</b> Remove the existing foundation vent located throughout the house (7). Install new foundation vents throughout the dwelling. The new vents shall be galvanized with a 1/4" mesh screen. The size shall match the existing openings.	\$	250
	<b>Project Total</b>	\$	1,200

**NOTE:**

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal.

Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

**A. LICENSES, FEES, PERMITS AND CLEARANCES**

*De la Torre*

*Lead Based Paint Abatement Specifications*

*Duplex*

*6321 A-B Passaic Street*

*Project Number 3011282*



<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>1) <b>Unit A - Interior - Door Frame to Living Room</b> – All paint on the “friction” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE “PAINT READY.”</b></p> <p><i>Alternatively</i> - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ 450<sup>~</sup></p> <p>\$</p>
<p>2) <b>Unit B - Interior - Door Frame to Living Room</b> – All paint on the “friction” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE “PAINT READY.”</b></p> <p><i>Alternatively</i> - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ 450<sup>~</sup></p> <p>\$</p>

Work Requested -	Estimated Cost
<p>3) <b>Unit B – Interior – Bathroom - Ceramic Tiled Surfaces</b> - The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p> <p><i>Alternatively</i> - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ 450<sup>00</sup> N/A</p> <p>\$</p>
<p>4) <b>Interior – Door Frame in Laundry Room</b> – All paint on the “friction” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE “PAINT READY.”</b></p> <p><i>Alternatively</i> - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ 450<sup>00</sup></p> <p>\$</p>

Lead Based Paint Abatement Specifications

Duplex

6321 A-B Passaic Street

Project Number 3011282



<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>5) <b>Interior – Door Frame in Garage</b>– All paint on the “<i>friction</i>” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE “PAINT READY.”</b></p> <p><i>Alternatively</i> - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ 450<sup>00</sup></p> <p>\$</p>
<p>6) <b>Interior – Door Frame in Storage 3</b> – All paint on the “<i>friction</i>” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE “PAINT READY.”</b></p> <p><i>Alternatively</i> - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ 450<sup>00</sup></p> <p>\$</p>

**Lead Based Paint Abatement Specifications**

**Duplex**

**6321 A-B Passaic Street**

Project Number 3011282

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>7) <b>Exterior – Door Components</b> – All paint on the “<i>friction</i>” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE “PAINT READY.”</b></p> <p><i>Alternatively</i> - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ 2400<sup>a</sup></p> <p>\$</p>
<p>8) <b>Exterior Window Components</b> - All paint on the “<i>friction</i>” portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window (<i>friction and non-friction surfaces</i>). Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE “PAINT READY.” –or– MUST BE PRIMED AND REPAINTED.</b></p> <p><i>Alternatively</i> - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p> <p>Number of windows to be treated: <u>8</u></p>	<p>\$ 2,500<sup>—</sup></p> <p>\$ 2,100<sup>—</sup></p>

*Lead Based Paint Abatement Specifications*

*Duplex*

*6321 A-B Passaic Street*

*Project Number 3011282*

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>9) <i>Exterior – Eaves &amp; Rafters-</i> All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE “PAINT READY.”</b></p>	<p>\$ 3,000 ✓</p>
<p>10) <i>Exterior – Columns &amp; Beams</i> All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE “PAINT READY.”</b></p>	<p>\$ 1,650 ✓</p>
<p>11) <i>Exterior – Garage Door Components –</i> All paint on the “friction” portions of the lead-laden garage door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE “PAINT READY.”</b></p>	<p>\$ 2,800 ✓</p>
<p><i>Alternatively -</i> The lead-laden garage door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF GARAGE DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$</p>
<p>12) <b>Waste Disposal (Hazardous &amp; Non-hazardous)</b></p>	<p>\$ 700 ✓</p>
<p>13) <b>Total Lead Abatement Cost</b></p>	<p>\$</p>

**Lead Based Paint Abatement Specifications**

**Duplex**

**6321 A-B Passaic Street**

Project Number 3011282

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: ALFREDO DE LA TORRE CONST. SERVICE

Company Phone #: (323) 243-7622

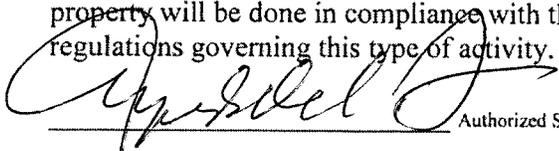
Contact Person: ALFREDO

Date of Bid: 3-4-18

Total amount of Bid: \$ 15,300

Estimated Time of Completion: 3 weeks

I ALFREDO DE LA TORRE hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

  
Authorized Signature

**CITY OF HUNTINGTON PARK  
LEAD BASED PAINT GRAN PROGRAM**

**HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM**

Name:	Martin Hernandez	APN No.:	6319-003-019
Address:	6321 Passaic St. #A	Tel. No.:	(323) 864-3282
City:	Huntington Park 90255	Date:	February 26, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

**WORK DESCRIPTION AND STANDARD SPECIFICATIONS**

1.	<b>Ground Fault Circuit Interceptors:</b> Install new ground fault circuit interceptor (GFCI) receptacles in the (2) kitchen within 6 feet of the kitchen sink and in the (1) bathroom (minimum of one) in accordance with Section 210-8 of the National Electrical Code.	\$	450
2.	<b>Smoke and Carbon Monoxide Detectors:</b> Install a total of five (5) new smoke and carbon monoxide (combo) detectors in bedrooms, hallway, and living room areas at a point centrally located.	\$	300
3.	<b>Replace Outlet Covers:</b> Replace missing outlet receptacles: two (2) kitchen and three (3) Living Room covers.	\$	75
4.	<b>Remove Bathroom Mold:</b> Remove mold from bathroom ceiling and walls. Sanitize and paint.	\$	475
	<b>Project Total</b>	\$	1,200

**NOTE:**

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

**A. LICENSES, FEES, PERMITS AND CLEARANCES**

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

**B. INSPECTIONS**

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of

*De la Torre*

**CITY OF HUNTINGTON PARK  
LEAD BASED PAINT GRAN PROGRAM**

**HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM**

Name:	Annie Zuniga	APN No.:	6319-003-019
Address:	6321 Passaic St. #B	Tel. No.:	(56) 278-5738
City:	Huntington Park 90255	Date:	February 26, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

**WORK DESCRIPTION AND STANDARD SPECIFICATIONS**

1.	<b>Ground Fault Circuit Interceptors:</b> Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the bathroom (1) and kitchen (1) in accordance with Section 210-8 of the National Electrical Code.	\$	300
2.	<b>Smoke and Carbon Monoxide Detectors:</b> Install a total of five (5) new smoke and carbon monoxide (combo) detectors in bedrooms, hallway, and living room areas at a point centrally located.	\$	200
3.	<b>Replace Outlet Covers:</b> Replace missing outlet receptacles: one (1) Laundry Room and B side switch cover.		25
4.	<b>Remove Bathroom Mold:</b> Remove mold from bathroom ceiling and walls. Sanitize and paint.	\$	475
5.	<b>Porch Light Fixture Covers:</b> Replace light fixtures (2) at porch ceiling.		75
6.	<b>Repair Exterior Wall at A Side:</b> Repair the three (3) holes located at A side first floor. Repair will include installation of new texture and paint to match existing.		200
7.	<b>Install New Wrought Iron Railing:</b> Install a new 8" above wrought iron railing in conformance with Section 1003.3.3 of the Uniform Building Code. The contractor shall prime and install 2 coats of paint to the railing. The owner shall select the color prior to the installation.		325
8.	<b>Install New Foundation Vent:</b> Remove the existing foundation vent located at the stairs. Install new foundation vents throughout the dwelling. The new vents shall be galvanized with a 1/4" mesh screen. The size shall match the existing openings.		75
	<b>Project Total</b>	\$	1675

**NOTE:**

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

**A. LICENSES, FEES, PERMITS AND CLEARANCES**

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

**B. INSPECTIONS**

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

**C. WARRANTY**

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

**D. MATERIAL AND LABOR LIEN RELEASES**

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

**Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.**

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form.

***If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License, SAM.gov and DUNS numbers.***

It is further agreed that if awarded this contract, 5% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require \_\_\_\_\_ calendar days.

Contractor: <b>ALFREDO PEUATOLLE CONST - SERU</b>	Lic. No. & Class: <b>789226 B</b>
Signature: <b>[Handwritten Signature]</b>	Phone No.: <b>(323) 243-7622</b>
Address: <b>2630 CUDAHY ST. H. PCA 90255</b>	



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

May 1, 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 AN AWARD OF CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6342 HOLLENBECK STREET, HUNTINGTON PARK, CALIFORNIA**

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

1. Approve a contract with Sarahang Construction, Inc. for an amount of \$34,900 to remediate lead-based paint hazards on a four (4) multi-family unit located at 6342 Hollenbeck Street (A, B & C); and
2. Authorize Interim City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

**CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6342 HOLLENBECK STREET, HUNTINGTON PARK, CALIFORNIA**

May 1, 2018

Page 2 of 3

The owner residing at the single family property located at 6342 Hollenbeck Street (A, B & C) is qualified to participate the program. The City received bids from two (2) qualified contractors for the scope of work. The following table summarize the bids received:

<b>Contractor</b>	<b>Bid Amount</b>
Sarahang Construction, Inc.	\$34,900
Visions West	\$44,650

Based on the bid analysis performed, Sarahang Construction, Inc. is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contracts and authorize the City Manager to approve change orders not to exceed 10% of the total contract amount.

**Scope of Work under the Lead Based Paint Program**

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

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

**FISCAL IMPACT/FINANCING**

The funding of \$34,900 for this program is included in the FY 2017-18 Budget in account number 246-5098-463.73-10 (Lead Based Paint Grant Program).

**CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6342 HOLLENBECK STREET, HUNTINGTON PARK, CALIFORNIA**

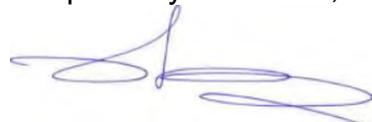
May 1, 2018

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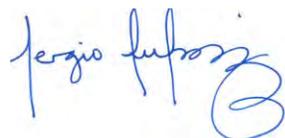
**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
Interim City Manager



SERGIO INFANZON  
Community Development Director

**ATTACHMENT(S)**

- A. Bid Evaluation
- B. Contract for the Lead Based Paint Hazard Control Program

# ATTACHMENT "A"

**CITY OF HUNTINGTON PARK Lead Based Paint Grant Program**

**Bid Evaluation**

6342 Hollenbeck St. (4)

<b>6342 Hollenbeck ST. Front Unit -Single Family Home</b>				
ITEM	Visions	Alternative	Sarahang	Alternative
<b>LBPH</b>				
1 Kitchen Ceramic Tile	NA		NA	
2 Interior - Service Porch	990	1,390	300	
3 Exterior - Door Frames & Thresholds to Living Room & Service Porch	990		500	
4 Exterior - Window Components	3,540		2,500	
5 Exterior - Eaves, Rafters & Fascia (all sides)	-		5,000	
6 Exterior- Ceilings & Beams at Porch on West & North Sides	2,365		2,000	
7 Exterior- Concrete Treads, Risers, & Decks on West & North Sides	4,350		1,000	
8 Clean all floors, windows sills, and windows wells	3,750		500	
9 Waste Disposal	550		550	
<b>Subtotal</b>	<b>\$ 16,535</b>	<b>\$ 1,390</b>	<b>\$ 12,350</b>	<b>\$ -</b>

<b>6342 Hollenbeck St. Units A, B &amp; C</b>				
ITEM	Visions	Alternative	Sarahang	Alternative
<b>LBPH</b>				
1 Unit B- Ceramic Tile Surfaces	NA		NA	
2 Unit C- Kitchen & Bathroom Ceramic Tiled Surfaces	NA		NA	
3 Exterior - Door Frame to unit B (Living Room)	595	895	300	
4 Exterior- Door Frames to Unti C (Living Room)	595	896	300	
5 Exterior - Eaves & Rafters (All Sides)	3,400		5,000	
6 Waste Disposal	350		550	
<b>Subtotal</b>	<b>\$ 4,940</b>	<b>\$ 1,791</b>	<b>\$ 6,150</b>	<b>\$ -</b>

<b>6342 Hollenbeck ST. Front Unit -Single Family Home</b>				
ITEM	Visions	Alternative	Sarahang	Alternative
<b>Healthy Homes</b>				
1 GFCI (4)	1,995		600	
2 Smoke & Carbon Monoxide Detectors (3)	295		600	
3 Replace Wood at front bay window	1,950		1,000	
4 Provide door cover at back gas meter location	180		200	
<b>Subtotal</b>	<b>\$ 4,420</b>	<b>\$ -</b>	<b>\$ 2,400</b>	<b>\$ -</b>

<b>6342 Hollenbeck St. #A</b>				
ITEM	Visions	Alternative	Sarahang	Alternative
<b>Healthy Homes</b>				
1 GFCI (3)	1,995		600	
2 Smoke & Carbon Monoxide Detectors (3)	290		500	
3 Kitchen Ceiling Light Fixture Cover	290		200	
4 Repair Exterior Wall at A side	1,150		1,000	
5 Repair Wall at Bedroom and Kitchen	790		1,000	
6 Window Weatherization- Living Room; Replace window glass Bedroom window	850		500	
<b>Subtotal</b>	<b>\$ 5,365</b>	<b>\$ -</b>	<b>\$ 3,800</b>	<b>\$ -</b>

<b>6342 Hollenbeck St. #B</b>				
ITEM	Visions	Alternative	Sarahang	Alternative
<b>Healthy Homes</b>				
1 GFCI (2)	1,995		600	
2 Smoke & Carbon Monoxide Detectors (2)	180		300	
3 Bathroom- Remove Mold	1,890		1,000	
4 Install Kitchen Hood Range	850		800	
5 Install Light Fixtures- Kitchen, Bathroom & Porch	290		600	
6 Repair Exterior Wall Over Window	95		1,000	
7 Replace Window Screens (4)	395		200	
8 Window Weatherization- Living Room; Replace window glass Bedroom window	850		500	
9 Install New Foundation Vent (1)	90		300	
<b>Subtotal</b>	<b>\$ 6,635</b>	<b>\$ -</b>	<b>\$ 5,300</b>	<b>\$ -</b>

<b>6342 Hollenbeck St. #C</b>				
ITEM	Visions	Alternative	Sarahang	Alternative
<b>Healthy Homes</b>				
1 GFCI (2)	1,995		500	
2 Smoke & Carbon Monoxide Detectors (2)	180		300	
3 Bathroom- Remove Mold	1,850		800	
4 Install Kitchen Hood Range	850		1,000	
5 Install Kitchen Sink faucet	750		500	
6 Install Light Fixtures (4)	360		600	
7 Repair Wall/holes at Bedroom and Kitchen	690		1,000	
8 Replace Window Screens (1)	80		200	
<b>Subtotal</b>	<b>\$ 6,755</b>	<b>\$ -</b>	<b>\$ 4,900</b>	<b>\$ -</b>

<b>TOTAL</b>	<b>\$ 44,650</b>	<b>\$ -</b>	<b>\$ 34,900</b>	<b>\$ -</b>
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# ATTACHMENT "B"

## LEAD HAZARD CONTROL PROGRAM

**This Agreement**, is made and entered into this 1<sup>st</sup> day of May, 2018, by and between the City of Huntington Park (hereinafter "City") Rafael Hinojosa and Ofelia Hinojosa (hereinafter "Owners") and Sarahang Construction, Inc. (hereinafter "Contractor"), bearing California Contractor's License No 897724.

### RECITALS

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

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 6342 Hollenbeck Street (A, B & C), Huntington Park, California 90255 ("Property").

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

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

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

**2. Execution of Agreement.** Owner has executed this contract on May 1, 2018. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.

**3. Work Write-Up, Specifications and Drawings.** The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or drawings but which is necessary for the proper completion of the work and which is not specifically excluded from the Contract shall be supplied and set in place at the

expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

**4. Contract Price.** For the Work described in this Agreement included as Exhibit A, Contractor shall receive an amount not to exceed **Thirty-Four Thousand Nine Hundred Dollars (\$34,900)**.

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

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

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

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

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

Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

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

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

**7. Approximate Start Date and Approximate Completion Date.** The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

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

**8. Inspection.** The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this

Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

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

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

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

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

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

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

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Ferrante Insurance Services, Inc. (925) 674-1755

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

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

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

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

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

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

**18. Change Orders.** No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

**19. Note about Extra Work and Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change

order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

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

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

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

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

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

**23. Contactor's Affidavit.** After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit

covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

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

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

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

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

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

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

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

Owner: Rafael and Ofelia Hinojosa  
6342 Hollenbeck Street  
Huntington Park, CA 90255

Contractor: Sarahang Construction, Inc.  
Attn: Karim Sarahang  
11905 Darlene Ln.  
Moorpark, CA 93021

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

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

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

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

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

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

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

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

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

**35. Three Day Right to Cancel.**

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

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

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Parties have caused this Agreement to be executed as follows:

OWNER(S)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Ricardo Reyes, Interim City Manager

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Lead Based Paint Abatement & Healthy Homes Specifications**

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p><b>1) Kitchen - Ceramic Tiled Surfaces (Backsplash – Decorative Tiles) -</b>                      The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p> <p><i>Alternatively</i> - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ N/A</p> <p>\$ N/A</p>
<p><b>2) Interior – Service Porch - Door Frames (to Exterior and Bedroom 1)</b>                      – All paint on the “<i>friction</i>” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b></p> <p><i>Alternatively</i> - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. <b>ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</b></p>	<p>\$ 300.00</p> <p>\$ N/A</p>

*Sarah*

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>3) <b>Exterior –Door Frames &amp; Thresholds (to Living Room &amp; Service Porch)</b> – All paint on the “<i>friction</i>” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b></p> <p><i>Alternatively</i> - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ 500.00</p> <p>\$ N/A</p>
<p>4) <b>Exterior - Window Components</b> – Since these window components are “non-friction surfaces,” the lead-laden window components may simply be intacted and sealed with a suitable encapsulant that is compatible with the underlying substrate and the intended paint. Any loose and peeling paint that can be lifted with thumbnail pressure will be removed from the window components. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b></p> <p><i>Alternatively</i> - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p> <p>Number of windows to be treated: _____</p>	<p>\$ 2,500.00</p> <p>\$ N/A</p>

<u>Work Requested -</u>	<u>Estimated Cost</u>
5) <b>Exterior – Eaves, Rafters &amp; Fascia (all sides)</b> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b>	\$ 5,000.00
6) <b>Exterior – Ceilings &amp; Beams at Porches on West &amp; North Sides</b> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b>	\$ 2,000.00
7) <b>Exterior - Concrete Treads, Risers, and Decks on West and North Sides</b> - All paint must be removed down to bare substrate. Any surface treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b>	\$ 1,000.00
<b>Alternatively</b> - The concrete treads, risers, and decks may be intact and covered with a rigid type of floor covering (tile, outdoor carpet, etc.).	\$ N/A
8) Because the dust wipe samples indicated a level of lead <b>above</b> the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned ( <i>HEPA / TSP Equivalent / HEPA</i> ).	\$ 500.00
9) <b>Waste Disposal (Hazardous &amp; Non-hazardous)</b>	\$ 550.00
10) <b>Total Lead Abatement Cost</b>	\$ 12,350.00

**Lead Based Paint Abatement Specifications**  
**Single Family Residence**  
**6342 Hollenbeck Street**  
Project Number 3011480

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: Sarahang Construction INC

Company Phone #: 818-4024268

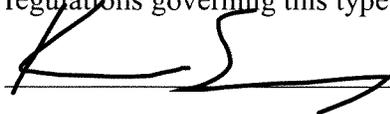
Contact Person: Faraz Sarahang

Date of Bid: 04/03/2018

Total amount of Bid: \$ 12,350.00

Estimated Time of Completion: 2 weeks

I Faraz Sarahang hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

 Authorized Signature

**CITY OF HUNTINGTON PARK  
LEAD BASED PAINT GRAN PROGRAM**

**HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM**

Name:	Maribel Hernandez (Tenant)	APN No.:	6319-019-008
Address:	6342 Hollenbeck St	Tel. No.:	(323) 252-0209
City:	Huntington Park 90255	Date:	March 21, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

**WORK DESCRIPTION AND STANDARD SPECIFICATIONS**

<b>1.</b>	<p><b>Ground Fault Circuit Interceptors:</b> Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the Bathroom (1) and Kitchen (3) in accordance with Section 210-8 of the National Electrical Code.</p> <p style="text-align: center;"><i>City Permit Cost: 1-3 \$60</i></p>	\$	600.00
<b>2.</b>	<p><b>Smoke and Carbon Monoxide Detectors:</b> Install a total of three (3) new smoke and carbon monoxide (combo) detectors in bedrooms, hallway, and living room areas at a point centrally located.</p>	\$	600.00
<b>3.</b>	<p><b>Replace Wood:</b> At front Bay Window of house, replace window apron; At porch Ceiling: replace rotted ceiling board (1) and fascia (1).</p>		1,000.00
<b>4.</b>	<p><b>Provide a door cover at back gas meter location.</b></p>	\$	200.00
	<b>Project Total</b>	\$	2,400.00

**NOTE:**

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.  
All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

**A. LICENSES, FEES, PERMITS AND CLEARANCES**

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

**B. INSPECTIONS**

The Contractor shall request all inspections and approvals of construction required by the City of Huntington

Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

**C. WARRANTY**

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

**D. MATERIAL AND LABOR LIEN RELEASES**

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

**Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.**

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form.

***If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License, SAM.gov and DUNS numbers.***

It is further agreed that if awarded this contract, 5% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 2 weeks calendar days.

Contractor: Sarahang Construction INC	Lic. No. & Class: 897724
Signature: 	Phone No: 818-4024268
Address: 11905 Darlene Ln Moorpark CA 93021	

**Lead Based Paint Abatement Specifications**

**Triplex**

**6342 Hollenbeck Street A, B, & C**

Project Number 3011481



<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>1) <b>Unit B – Kitchen - Ceramic Tiled Surfaces</b> - The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p> <p><i>Alternatively</i> - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ N/A</p> <p>\$ N/A</p>
<p>2) <b>Unit C – Kitchen &amp; Bathroom - Ceramic Tiled Surfaces</b> - The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p> <p><i>Alternatively</i> - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ N/A</p> <p>\$ N/A</p>

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>3) <b>Exterior - Door Frame to Unit B (Living Room)</b> – All paint on the “friction” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b></p> <p><i>Alternatively</i> - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ 300.00</p> <p>\$ N/A</p>
<p>4) <b>Exterior - Door Frames to Unit C (Living Room)</b> – All paint on the “friction” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b></p> <p><i>Alternatively</i> - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ 300.00</p> <p>\$ N/A</p>
<p>5) <b>Exterior – Eaves &amp; Rafters (All Sides)</b> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner <b>MUST BE PRIMED AND REPAINTED.</b></p>	<p>\$ 5,000.00</p>

**Lead Based Paint Abatement Specifications**

**Triplex**

**6342 Hollenbeck Street**

**Project Number 3011481**



<u>Work Requested -</u>	<u>Estimated Cost</u>
6) Waste Disposal (Hazardous & Non-hazardous)	\$ 550.00
7) Total Lead Abatement Cost	\$ 6,150.00

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: Sarahang Construction INC

Company Phone #: 818-4024268

Contact Person: Faraz Sarahang

Date of Bid: 04/03/2018

Total amount of Bid: \$ 6,150.00

Estimated Time of Completion: 2 weeks

I Faraz Sarahang hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

 Authorized Signature

**CITY OF HUNTINGTON PARK  
LEAD BASED PAINT GRAN PROGRAM**

**HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM**

Name:	Neida Chacon (Tenant)	APN No.:	6319-019-008
Address:	6342 Hollenbeck St #A	Tel. No.:	(323) 552-6230
City:	Huntington Park 90255	Date:	March 21, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

**WORK DESCRIPTION AND STANDARD SPECIFICATIONS**

<b>1.</b>	<p><b>Ground Fault Circuit Interceptors:</b> Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the Bathroom (1) and Kitchen (2) in accordance with Section 210-8 of the National Electrical Code.</p> <p style="text-align: center;"><i>City Permit Cost: 1-3 \$60</i></p>	\$	600.00
<b>2.</b>	<p><b>Smoke and Carbon Monoxide Detectors:</b> Install a total of three (3) new smoke and carbon monoxide (combo) detectors in bedrooms, hallway, and living room areas at a point centrally located.</p>	\$	500.00
<b>3.</b>	<p><b>Kitchen Ceiling Light Fixture Cover:</b> Replace light fixture at kitchen ceiling.</p>	\$	200.00
<b>4.</b>	<p><b>Repair Exterior Wall at A Side:</b> Repair the three (3) holes located at A side first floor. Repair will include installation of new texture and paint to match existing.</p>	\$	1,000.00
<b>5.</b>	<p><b>Repair Wall:</b> Repair the hole in drywall at back side of bedroom room wall and kitchen were plumbing was repaired by previous contractor. Repair will include installation of new drywall, tape, texture and paint to match existing. <b>Install a rubber stoppers</b></p>	\$	1,000.00
<b>6.</b>	<p><b>Window Weatherization:</b> <b>Living Room Window:</b> provide weatherization inside and outside. <b>Bedroom Window:</b> Replace Broken glass and weatherization inside and outside.</p>	\$	500.00
<b>Total:</b>		<b>\$</b>	<b>3,800.00</b>

**NOTE:**

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal.

Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

**CITY OF HUNTINGTON PARK  
LEAD BASED PAINT GRAN PROGRAM**

**HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM**

Name:	Gabriela Acevedo (Tenant)	APN No.:	6319-019-008
Address:	6342 Hollenbeck St #B	Tel. No.:	(323) 494-2234
City:	Huntington Park 90255	Date:	March 21, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

**WORK DESCRIPTION AND STANDARD SPECIFICATIONS**

1.	<p><b>Ground Fault Circuit Interceptors:</b> Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the Bathroom (1) and Kitchen (1) in accordance with Section 210-8 of the National Electrical Code.</p> <p style="text-align: center;"><i>City Permit Cost: 1-3 \$60</i></p>	\$	600.00
2.	<p><b>Smoke and Carbon Monoxide Detectors:</b> Install a total of 2 new smoke and carbon monoxide (combo) detectors in bedrooms, hallway, and living room areas at a point centrally located.</p>	\$	300.00
3.	<p><b>Bathroom:</b> Remove mold from bathroom ceiling and walls. Sanitize and paint. Replace exhaust fan.</p>	\$	1,000.00
4.	<p><b>Kitchen Hood Range:</b> Install a new hood range with light over existing stove.</p>	\$	800.00
5.	<p><b>Install Light Fixtures:</b> Install missing light fixture: Kitchen, Bathroom and Porch.</p>	\$	600.00
6.	<p><b>Repair Exterior Wall over window:</b> Repair the hole (4 inch radius) located over window. Repair will include installation of new texture and paint to match existing.</p>	\$	1,000.00
7.	<p><b>Replace Window Screens:</b> Install window screens on existing windows at Kitchen (2) and Living Room (1) and Bedroom (1).</p>	\$	200.00
8.	<p><b>Window Weatherization:</b> <b>Living Room Window:</b> provide weatherization inside and outside. <b>Bedroom Window:</b> Replace Broken glass and weatherization inside and outside</p>	\$	500.00
9.	<p><b>Install New Foundation Vent:</b> Install new foundation vent (1) at the dwelling. The new vents shall be galvanized with a 1/4" mesh screen. The size shall match the existing openings.</p>	\$	300.00
<b>TOTAL:</b>		<b>\$</b>	<b>5,300.00</b>

**CITY OF HUNTINGTON PARK  
LEAD BASED PAINT GRAN PROGRAM**

**HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM**

Name:	Maria Gutierrez (Tenant)	APN No.:	6319-019-008
Address:	6342 Hollenbeck St #C	Tel. No.:	(951) 642-6587
City:	Huntington Park 90255	Date:	March 21, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

**WORK DESCRIPTION AND STANDARD SPECIFICATIONS**

<b>1.</b>	<p><b>Ground Fault Circuit Interceptors:</b> Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the Bathroom (1) and Kitchen (1) in accordance with Section 210-8 of the National Electrical Code.</p> <p style="text-align: center;"><i>City Permit Cost: 1-3 \$60</i></p>	\$	500.00
<b>2.</b>	<p><b>Smoke and Carbon Monoxide Detectors:</b> Install a total of 2 new smoke and carbon monoxide (combo) detectors in bedrooms, hallway, and living room areas at a point centrally located.</p>	\$	300.00
<b>3.</b>	<p><b>Bathroom:</b> Remove mold from bathroom ceiling and walls. Sanitize and paint. <b>Replace exhaust fan.</b></p>	\$	800.00
<b>4.</b>	<p><b>Kitchen Hood Range:</b> Install a new hood range with light over existing stove.</p>	\$	1,000.00
<b>5.</b>	<p><b>Install New Kitchen Sink Faucet:</b> Remove and replace the kitchen sink faucet. The new kitchen sink faucet shall be a single lever, washerless, kitchen sink faucet with swing spout. The sink faucet shall be chrome in color. Price shall include the replacement of flex lines to the angle stop to include the angle stop.</p>	\$	500.00
<b>6.</b>	<p><b>Install Light Fixtures:</b> Install missing light fixture: Kitchen (2), Living Room (1) and Bathroom (1)</p>	\$	600.00
<b>7.</b>	<p><b>Repair Wall:</b> Repair the hole in drywall at back side of bedroom room wall and kitchen were plumbing was repaired by previous contractor. Repair will include installation of new drywall, tape, texture and paint to match existing. <b>Install a rubber stoppers</b></p>	\$	1,000.00
<b>8.</b>	<p><b>Replace Window Screens:</b> Install window screens on existing windows at Kitchen (1).</p>	\$	200.00
<b>TOTAL:</b>		<b>\$</b>	<b>4,900.00</b>

**NOTE:**

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

**A. LICENSES, FEES, PERMITS AND CLEARANCES**

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

**B. INSPECTIONS**

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

**C. WARRANTY**

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

**D. MATERIAL AND LABOR LIEN RELEASES**

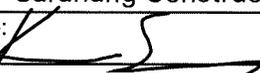
Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

**Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.**

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form.

***If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License, SAM.gov and DUNS numbers.***

It is further agreed that if awarded this contract, 5% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 2 weeks calendar days.

Contractor: Sarahang Construction INC	Lic. No. & Class: 897724
Signature: 	Phone No.: 818-4024268
Address: 11905 Darlene Ln Moorpark CA 93021	



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

May 1, 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 TO ADOPT DEBT ISSUANCE AND MANAGEMENT POLICY**

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

1. Adopt Resolution No. 2018-11, adopting a debt issuance and management policy and taking related actions.

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

The City and the City's related public entities (such as the Huntington Park Public Financing Authority and the Successor Agency to the Community Development Commission of the City of Huntington Park), from time to time, have incurred or may incur debt obligations (collectively, bonds) to finance projects or for refunding purposes. The City Council, acting as the Successor Agency's Board of Directors, will be considering a resolution authorizing the Successor Agency's incurrence of a loan (and issuance of a related tax allocation note) to refund outstanding debt.

Pursuant to Government Code Section 8855, a Report of Proposed Debt Issuance must be filed with the California Debt and Investment Advisory Commission (CDIAC) before the sale of any bonds.

Senate Bill 1029 (SB 1029), which became effective January 1, 2017, amended Government Code Section 8855. Among other things, SB 1029 effectively requires a local government agency to adopt a formal debt policy before issuing bonds. SB 1029 imposes a requirement that each Report of Proposed Debt Issuance must include the issuer's certification that it has adopted a local debt policy and that the contemplated bond issuance is consistent with such adopted policy.

# CONSIDERATION AND APPROVAL OF A RESOLUTION TO ADOPT DEBT ISSUANCE AND MANAGEMENT POLICY

May 1, 2018

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SB 1029 provides that the local debt policy must including the following:

1. The purpose for which the debt proceeds may be used;
2. The types of debt that may be issued;
3. The relationship of the debt to, and integration with the issuer's capital improvement program or budget, if applicable;
4. Policy goals related to the issuer's planning goals and objectives; and,
5. The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

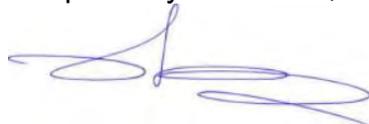
## **FISCAL IMPACT/FINANCING**

The attached Debt Issuance and Management Policy is consistent with the City's existing policies and practices. It has been drafted in furtherance of the City's goals of fiscal sustainability and financial prudence. It sets forth guidelines for the City's debt issuances and the administration of related records, reporting obligations and bond proceeds expenditures and to comply with the local debt policy requirements of SB 1029.

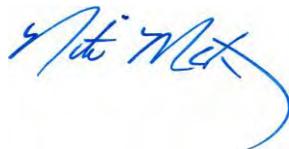
## **CONCLUSION**

Upon Council approval, staff will proceed with the implementation of the Debt Issuance and Management Policy.

Respectfully submitted,



RICARDO REYES  
Interim City Manager



NITA MCKAY  
Finance Director

## **ATTACHMENT(S)**

A. Resolution No. 2018-11, (with Exhibit A -- Debt Issuance and Management Policy)

# ATTACHMENT "A"





# EXHIBIT "A"

## **EXHIBIT A**

### **CITY OF HUNTINGTON PARK DEBT ISSUANCE AND MANAGEMENT POLICY**

As of May 1, 2018  
(Resolution No. \_\_\_\_\_)

#### **A. PURPOSE**

The purpose of this Debt Issuance and Management Policy (this “Policy”) is to establish guidelines and parameters for the effective governance, management and administration of debt and other financing obligations issued by the City of Huntington Park and its related entities (such as the Huntington Park Public Financing Authority and the Successor Agency to the Community Development Commission of the City of Huntington Park).

As used in this Policy, “City” shall mean the City of Huntington Park and/or its related entities, as the context may require. As used in this Policy, “debt” shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, or other financing obligations, but the use of such term in this Policy shall be solely for convenience and shall not be interpreted to characterize any such obligation as an indebtedness or debt within the meaning of any statutory or constitutional debt limitation where the substance and terms of the obligation falls within exceptions to such legal limitation. This Policy shall apply to all debt issued or sold to third party lenders or investors and does not pertain to City internal interfund borrowings or any employee benefit obligations.

#### **B. BACKGROUND**

The City and its related entities are committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserves levels and employing prudent practices in governance, management, budget administration and financial reporting.

Debt levels and their related annual costs are important long-term obligations that must be managed within available resources. A disciplined thoughtful approach to debt management includes policies that provide guidelines for the City and its related entities to manage their collective debt program in line with those resources. Therefore, the objective of this policy is to provide written guidelines and restrictions concerning the amount and type of debt and other financing obligations issued by the City and its related entities and the ongoing management of the debt portfolio.

This Policy is intended to improve the quality of decisions, assist with the determination of the structure of debt issuance, identify policy goals, and demonstrate a commitment to long-term financial planning, including a multi-year capital plan. Adherence to a Debt Issuance and Management Policy signals to rating agencies and the capital markets that a government is well managed and should meet its obligations in a timely manner.

## **C. CONDITIONS AND PURPOSES OF DEBT ISSUANCE**

### **1. Acceptable Conditions for the Use of Debt**

The City believes that prudent amounts of debt can be an equitable and cost-effective means of financing infrastructure and capital asset and project needs of the City. Debt will be considered to finance such projects if:

- a)** The project has been, or will be, included in the City's capital improvement plan or has otherwise been coordinated with the City's planning goals and objectives.
- b)** The project can be financed with debt not exceeding the term specified in Section E.1 of this Policy, to assure that long-term debt is not issued to finance projects with a short useful life.
- c)** It is the most cost-effective funding means available to the City, taking into account cash flow needs and other funding alternatives.
- d)** It is fiscally prudent and meets the guidelines of this Policy. Any consideration of debt financing shall consider financial alternatives, including pay-as-you-go funding, proceeds derived from development or redevelopment of existing land and capital assets owned by the City, and use of existing or future cash reserves, or combinations thereof.

### **2. Acceptable Uses of Debt and Proceeds of Debt**

The primary purpose of debt is to finance one of the following:

- a)** The City will consider long-term financing for the acquisition, substantial refurbishment, replacement, or expansion of capital assets (including but not limited to land improvements, infrastructure projects, equipment and water rights) for the following purposes:
  - i.** Acquisition and or improvement of land, right-of-way or long-term easements.
  - ii.** Acquisition of a capital asset with a useful life of three or more years.
  - iii.** Construction or reconstruction of a facility.
  - iv.** Although not the primary purpose of the financing effort, project reimbursables that include project planning design, engineering and other preconstruction efforts; project-associated furniture fixtures and equipment; capitalized interest (prefunded interest), original issue discount, underwriter's discount, and other costs of issuance.

- b) Refunding, refinancing, or restructuring debt (including without limitation the refinancing or advance funding of City pension obligations), subject to refunding objectives and parameters discussed in Section G.

### **3. Short-Term Debt**

- a) In the event of temporary shortfalls in cash flow for City operation costs due to timing of receipt of revenues and the lack of cash on hand to cover the temporary deficit, the City may consider interim or cash flow financing, such as anticipation notes. In compliance with applicable state law, any such notes shall be payable either (i) not later than the last day of the fiscal year in which it is issued, or (ii) during the fiscal year succeeding the fiscal year in which issued, but in no event later than 15 months after the date of issue, and only if such note is payable only from revenue received or accrued during the fiscal year in which it was issued.
- b) Short-term debt may be used to finance short-lived capital projects, such as lease purchase financing or equipment.
- c) Prior to issuance of any short-term debt, a reliable revenue source shall be identified for repayment of the debt.

### **4. Internal Control Procedures Concerning Use of Proceeds of Debt**

One of the City's priorities in the management of debt is to assure that the proceeds of the debt will be directed to the intended use for which the debt has been issued. In furtherance of this priority, the following procedures shall apply:

- a) The Finance Director shall retain, for the applicable period specified in Section H.4. of this Policy, a copy of each annual report filed with the California Debt and Investment Advisory Commission ("CDIAC") pursuant to Section 8855(k) of the California Government Code concerning (1) debt authorized during the applicable reporting period (whether issued or not), (2) debt outstanding during the reporting period, and (3) the use during the reporting period of proceeds of issued debt.
- b) In connection with the preparation of each annual report to be filed with CDIAC pursuant to Section 8855(k) of the California Government Code, the Finance Director shall keep a record of the original intended use for which the debt has been issued, and indicate whether the proceeds spent during the applicable one-year reporting period for such annual report comport with the intended use (at the time of original issuance or as modified pursuant to the following sentence). If a change in intended use has been authorized subsequent to the original issuance of the debt, the Finance Department shall indicate in the record when the change in use was authorized and whether the City Council, City Manager, or another City official has authorized the change in intended use. The Finance Director or the Finance Director's designee shall report apparent deviations from the intended use in debt proceeds to the City Manager for

further discussion, and if the City Manager determines appropriate in consultation with legal counsel (which may be bond counsel, if applicable, or the City Attorney), to the City Council.

- c) If the debt has been issued to finance a capital project and the project timeline or scope of project has changed in a way that all or a portion of the debt proceeds cannot be expended on the original project, the Finance Director shall consult with the City Manager and legal counsel (which may be bond counsel, if applicable, or the City Attorney) as to available alternatives for the expenditure of the remaining debt proceeds (including prepayment of the debt).

#### **D. TYPE OF FINANCING INSTRUMENTS; AFFORDABILITY AND PLANNING POLICIES**

The City recognizes that there are numerous types of financing structures and funding sources available, each with specific benefits, risks, and costs. All potential funding sources are reviewed by management within the context of this Policy and the overall portfolio to ensure that any financial product or structure is consistent with the City's objectives. Regardless of what financing structure(s) is utilized, due diligence review must be performed for each transaction, including the quantification of potential risks and benefits, and analysis of the impact on City creditworthiness and debt affordability and capacity.

Prior to the issuance of debt or other financing obligations to finance a project, the City will carefully consider the overall long-term affordability of the proposed debt issuance. The City shall not assume more debt or other financing obligations without conducting an objective analysis of the City's ability to assume and support additional debt service payments. The City will consider its long-term revenue and expenditure trends, the impact on operational flexibility and the overall debt burden on the taxpayers. The evaluation process shall include a review of generally accepted measures of affordability and will strive to achieve and or maintain debt levels consistent with its current operating and capital needs.

1. **General Fund-Supported Debt** – General Fund Supported Debt generally include Certificates of Participation (“COPs”) and Lease Revenue Bonds (“LRBs”) which are lease obligations that are secured by a lease-back arrangement between the City and another public entity. Typically, the City appropriates available General Fund moneys to pay the lease payments to the other public entity and, in turn, the public entity uses such lease payments received to pay debt service on the bonds or Certificates of Participation.

General Fund Supported Debt may also include bonds issued to refund obligations imposed by law, such as judgments (judgment obligation bonds (“JOBs”)) or unfunded accrued actuarial liabilities for pension plans (pension obligation bonds (“POBs”)).

These obligations do not constitute indebtedness under the state constitutional debt limitation and, therefore, are not subject to voter approval.

The City may enter into operating leases and lease purchase agreements on an as-needed basis without voter approval. Lease terms are typically three to ten years.

Payments to be made under valid leases are payable only in the year in which use and occupancy of the leased property is available, and lease payments may not be accelerated as a default remedy. Lease financing requires the fair market rental value of the leased property to be equal to or greater than the required debt service or lease payments. The lessee (the City) is obligated to include in its Annual Budget and appropriate the rental payments that are due and payable during each fiscal year the lessee has use of the leased property.

The City should strive to maintain its net General Fund-backed annual debt service at or less than 8% of available annually budgeted revenue. This ratio is defined as the City's annual debt service requirements on General Fund Supported Debt (including, but not limited to, COPs, LRBs, JOBs, and POBs) compared to total annual General Fund Revenues net of interfund transfers out.

2. **Revenue Bonds** – Long-term obligations payable solely from specific special fund sources, in general, are not subject to a debt limitation. Examples of such long-term obligations include those which are payable from a special fund consisting of restricted revenues or user fees (Enterprise Revenues) and revenues derived from the system of which the project being funded is a part.

In determining the affordability of proposed revenue bonds, the City will perform an analysis comparing projected annual net revenues (exclusive of depreciation which is a non-cash related expense) to estimated annual debt service. The City should strive to maintain an annual coverage ratio of 110% (or such higher coverage ratio included in the City's existing financing documents), using historical and/or projected net revenues to cover annual debt service for bonds. To the extent necessary, the City shall undertake proceedings for a rate increase to cover both operations and debt service costs, and create debt service reserve funds to maintain the required coverage ratio.

3. **Special Districts Financing** – The City may determine, from time to time, to undertake proceedings to form Community Facilities Districts pursuant to the Mello-Roos Community Facilities District Act of 1982 or assessment districts pursuant to the Improvement Act of 1911, the Municipal Improvement Act of 1913, or other applicable law. The City will consider requests for special district formation and debt issuance when such requests address a public need or provide a public benefit. Each application will be considered on a case by case basis, and the Finance Department may not recommend a financing if it is determined that the financing could be detrimental to the debt position or the best interests of the City.
4. **General Obligation Bonds** – Notwithstanding their name, General Obligation Bonds are not general obligations of the City, but instead they are payable from and secured by a dedicated, voter-approved property tax override rate (*i.e.*, a property tax in excess of the 1% basic *ad valorem* property tax rate which has received the approving two-thirds vote of the City's electorate). While the

dedicated revenue stream to repay the debt makes General Obligation Bonds an attractive option, additional considerations for this financing mechanism include the time and expense of an election, the possibility that the electorate will not approve the ballot measure, and the legal bonding capacity limit of the assessed value of all taxable property within the City. (At the time of the adoption of this Policy, the legal bonding capacity limit for a California general law city is 3.75% of the assessed value of all taxable property within the City.).

5. **Tax Increment Financing** – Tax increment financing is a financing method whereby a portion of *ad valorem* property taxes (commonly called the “tax increment”) that are allocated to an entity, such as a successor agency to redevelopment agency (“Successor Agency”), an enhanced infrastructure financing district (“EIFD”), a community revitalization and investment authority (“CRIA”) or an infrastructure and revitalization financing district (“IRFD”), and the entity is permitted to incur debt payable from and secured by the tax increment revenues. While tax increment debt for redevelopment agencies and Successor Agencies is entitled to the benefits of Article XVI, Section 16, of the California Constitution, no similar provision exists for EIFDs, CRIAs and IRFDs at the time of adoption of this Policy. Therefore, when considering EIFD, CRIA or IRFD financing, or other types of tax increment financing which may be permitted by law in the future, debt limit concerns should be analyzed with respect to the proposed structure and taken into account in determining the practical viability of the proposed financing.
6. **Conduit Debt** – Conduit financing provides for the issuance of securities by a government agency to finance a project of a third party, such as a non-profit organization or other private entity. The City may sponsor conduit financings for those activities that have a general public purpose and are consistent with the City’s overall service and policy objectives. Unless a compelling public policy rationale exists, such conduit financings will not in any way pledge the City’s faith and credit.

## E. STRUCTURE OF DEBT

1. **Term of Debt** – In keeping with Internal Revenue Service regulations for tax-exempt financing obligations, the weighted average maturity of the debt should not exceed 120% of the weighted average useful life of the facilities or projects to be financed, unless specific circumstances exist that would mitigate the extension of time to repay the debt and it would not cause the City to violate any covenants to maintain the tax-exempt status of such debt, if applicable.
2. **Rapidity of Debt Payment; Level Payment** – To the extent practical, bonds will be amortized on a level repayment basis, and revenue bonds will be amortized on a level repayment basis considering the forecasted available pledged revenues to achieve the lowest rates possible. Bond repayments should not increase on an annual basis in excess of 2% without a dedicated and supporting revenue funding stream.

Accelerated repayment schedules reduce debt burden faster and reduce total borrowing costs. The Finance Director will amortize debt through the most financially advantageous debt structure and to the extent possible, match the City's projected cash flow to the anticipated debt service payments. "Backloading" of debt service will be considered only when one or more of the following occur:

- a) Natural disasters or extraordinary or unanticipated external factors make payments on the debt in early years prohibitive.
  - b) The benefits derived from the debt issuance can clearly be demonstrated to be greater in the future than in the present.
  - c) Such structuring is beneficial to the aggregate overall debt payment schedule or achieves measurable interest savings.
  - d) Such structuring will allow debt service to more closely match projected revenues, whether due to lower project revenues during the early years of the project's operation, inflation escalators in the enterprise user rates, or other quantifiable reasons.
3. **Serial Bonds, Term Bonds, and Capital Appreciation Bonds** – For each issuance, the City will select serial bonds or term bonds, or both. On the occasions where circumstances warrant, Capital Appreciation Bonds ("CABs") may be used. The decision to use term, serial, or CABs is driven based on market conditions. However, the use of CABs should be used as a last resort unless a compelling financing need is presented and acceptable rates and terms can be secured.
4. **Reserve Funds** – To the extent that the use of available City moneys to fund a reserve fund provides an economic benefit that offsets the cost of financing the reserve fund from bond proceeds (as determined by the Finance Director in consultation with the City's municipal advisor and, if applicable, the underwriter for the bonds), the City may use legally permitted moneys to fund a reserve fund (in cash or through the purchase of a debt service reserve surety bond or insurance policy) for the proposed bonds, up to the maximum amount permitted by applicable law or regulation. Typically, this amount is equal to the least of: (i) maximum annual debt service on the bonds, (ii) 10% of the principal amount of the bonds (or 10% of the sale proceeds of the bonds, within the meaning of Section 148 of the federal Internal Revenue Code), or (iii) 125% of average annual debt service on the bonds.

## F. USE OF ALTERNATIVE DEBT INSTRUMENTS

Alternative debt instruments and financing structures sometimes can provide a lower cost of borrowing in the short run, but may involve greater medium-term or long-term risk. Due diligence review must be performed for each transaction, including the quantification of potential risks and benefits, analysis of the impact on City creditworthiness and debt affordability and

capacity, and an evaluation of the ability of the City to withstand the medium-term or long-term risk attendant to alternative debt instruments, including the feasibility of exit strategies.

## **1. Variable Rate Debt**

Variable rate debt affords the City the potential to achieve a lower cost debt depending on market conditions. However, the City will seek to limit the use of variable-rate debt due to the potential risks of such instruments.

### **a) Purpose**

The City shall consider the use of variable rate debt for the purposes of:

- i. Reducing the costs of debt issues.
- ii. Increasing flexibility for accelerating principal repayment and amortization.
- iii. Enhancing the management of assets and liabilities (matching short-term “priced debt” with the City’s short-term investments).

### **b) Considerations and Limitations on Variable-Rate Debt**

The City may consider the use of all alternative structures and modes of variable rate debt to the extent permissible under State law and will make determinations among different types of modes of variable rate debt based on cost, benefit, and risk factors. The Finance Director shall consider the following factors in considering whether to utilize variable rate debt:

- i. With respect to General Fund supported debt, one of the following two criteria should be met as determined by the Finance Director in his or her discretion: 1) any variable rate debt should not exceed 20% of total City General Fund supported debt; or 2) annual debt service on any variable rate debt should not exceed 5% of the annual General Fund Revenue.
- ii. Any variable rate debt should be fully hedged by expected future capital fund reserves or unrestricted General Fund reserve levels, as applicable.
- iii. Whether interest cost and market conditions (including the shape of the yield curves and relative value considerations) are unfavorable for issuing fixed rate debt.
- iv. The likelihood of projected debt service savings when comparing the cost of fixed rate bonds.
- v. Costs, implementation and administration are quantified and considered.

- vi. Cost and availability of liquidity facilities (lines of credit necessary for variable rate debt obligations and commercial paper in the event that the bonds are not successfully remarketed) are quantified and considered.
- vii. Whether the ability to convert debt to another mode (daily, monthly, fixed) or redeem at par at any time is permitted.
- viii. Cost and availability of derivative products to hedge interest rate risk.
- ix. The findings of a thorough risk management assessment.

**c) Risk Management**

Any issuance of variable rate debt shall require a rigorous risk assessment, including, but not limited to factors discussed in this section. Variable rate debt subjects the City to additional financial risks (relative to fixed rate bonds), including interest rate risk, tax risk, and certain risks related to providing liquidity for certain types of variable rate debt.

The City will properly manage the risks as follows:

- i. ***Interest Rate Risk and Tax Risk*** – The risk that market interest rates increase on variable-rate debt because of market conditions, changes in taxation of municipal bond interest, or reductions in tax rates. *Mitigation* – Limit total variable rate exposure per the defined limits, match the variable rate liabilities with short term assets, and/or purchase appropriate derivative products to hedge against the risk (see also Section F.2 below).
- ii. ***Liquidity/Remarketing Risk*** – The risk that holders of variable rate bonds exercise their “put” option, tender their bonds, and the bonds cannot be remarketed requiring the bond liquidity facility provider to repurchase the bonds. This will result in the City paying a higher rate of interest to the facility provider and the potential rapid amortization of the repurchased bonds. *Mitigation* - Limit total direct variable-rate exposure. Seek liquidity facilities which allow for longer (5-10 years) amortization of any draws on the facility. Endeavor to secure credit support facilities that result in bond ratings of the highest short-term ratings and long-term ratings not lower than the second highest rating category (without taking into account numerical or plus/minus sign modifiers). If the City’s bonds are downgraded below these levels (or such other rating levels as provided in the applicable financing documents) as a result of the facility provider’s ratings, a replacement provider shall be sought.

- iii. **Liquidity/Rollover Risk** – The risk that arises due to the shorter term of most liquidity provider agreements (1-5 years) relative to the longer-term amortization schedule of the City’s variable-rate bonds. Liquidity and rollover risk includes the following risks: (1) the City may incur higher renewal fees when renewal agreements are negotiated, and (2) the liquidity bank market may constrict such that it is difficult to secure third party liquidity at any interest rate. *Mitigation* – Negotiate longer terms on provider contracts to minimize the number of rollovers.

## **2. Derivatives**

The use of certain derivative products to hedge variable rate debt, such as interest rate swaps, may be considered to the extent the City has such debt outstanding or under consideration. The City will exercise extreme caution in the use of derivative instruments for hedging purposes, and will consider their utilization only when sufficient understanding of the products and sufficient expertise for their appropriate use has been developed. A comprehensive derivative policy will be adopted by the City prior to any utilization of such instruments.

## **G. REFUNDING GUIDELINES**

The Finance Director shall monitor all outstanding City debt obligations for potential refinancing opportunities. The City will consider refinancing of outstanding debt to achieve annual savings or to refinance a bullet payment or spike in debt service. Except for instances in which a bullet payment or spike in debt service is being refinanced, absent a compelling reason or financial benefit to the City, any refinancing should not result in an increase to the weighted average life of the refinanced debt.

Except for instances in which a bullet payment or spike in debt service is being refinanced, the City will generally seek to achieve debt service savings which, on a net present value basis, are at least 3% of the debt being refinanced. The net present value assessment shall factor in all costs, including issuance, escrow, and foregone interest earnings of any contributed funds on hand. Any potential refinancing shall additionally consider whether an alternative refinancing opportunity with higher savings is reasonably expected in the future. Refundings which produce a net present value savings of less than 3% will be considered on a case-by-case basis. Notwithstanding the foregoing, a refunding by the Successor Agency to the Community Development Commission of the City of Huntington Park shall be determined based on the requirements of Health and Safety Code Section 34177.5.

## **H. MARKET COMMUNICATION, ADMINISTRATION, AND REPORTING**

1. **Rating Agency Relations and Annual or Ongoing Surveillance** – The Finance Director shall be responsible for maintaining the City’s relationships with the major rating agencies that rate municipal bond issues (such as S&P Global Ratings, Fitch Ratings and Moody’s Investors Service). These agencies’ rating criteria often change and the City cannot control the decisions made by any rating agency. However, for each debt issue that the City will seek a rating assignment, the City will strive to obtain and maintain the highest possible underlying,

uninsured rating. In addition to general communication, the Finance Director shall:

- a) Ensure the rating agencies are provided updated financial statements of the City as they become publically available.
  - b) Communicate with credit analysts at each agency as may be requested by the agencies.
  - c) Prior to each proposed new debt issuance, schedule meetings or conference calls with agency analysts and provide a thorough update on the City's financial position, including the impacts of the proposed debt issuance.
2. **Council Communication** – The Finance Director should report feedback from rating agencies, when and if available, regarding the City's financial strengths and weaknesses and areas of concern relating to weaknesses as they pertain to maintaining the City's existing credit ratings.
  3. **Continuing Disclosure Compliance** – The City shall remain in compliance with Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, by filing (to the extent required by the applicable continuing disclosure undertaking) its annual financial statements and other financial and operating data for the benefit of its bondholders within nine months of the close of the fiscal year, or by such other annual deadline required in any continuing disclosure agreement or certificate for any debt issue. The City shall maintain a log or file evidencing that all continuing disclosure filings have been made promptly.
  4. **Debt Issue Record-Keeping** – A copy of all debt-related records shall be retained at the City's offices. At minimum, these records shall include all official statements, bond legal documents/transcripts, resolutions, trustee statements, leases, and title reports for each City financing (to the extent available).

Such records shall be retained while any bonds of an issue are outstanding and during the three-year period following the final maturity or redemption of the bond issue or, if later, while any bonds that refund bonds of that original issue are outstanding and for the three year period following the final maturity or redemption date of the latest refunding bond issue.

5. **Arbitrage Rebate** – The use of bond proceeds and their investments must be monitored to ensure compliance with all arbitrage rebate requirements of the Internal Revenue Code and related Internal Revenue Service regulations, in keeping with the covenants of the City and/or related entity in the tax certificate for any federally tax-exempt financing. The Finance Director shall ensure that all bond proceeds and investments are tracked in a manner which facilitates accurate calculation; and, if a rebate payment is due, such payment is made in a timely manner.

## **I. CREDIT RATINGS**

The City will consider published ratings agency guidelines regarding best financial practices and guidelines for structuring its capital funding and debt strategies to maintain the highest possible credit ratings consistent with its current operating and capital needs.

## **J. CREDIT ENHANCEMENT**

Credit enhancement may be used to improve or establish a credit rating on a City debt obligation. Types of credit enhancement include letters of credit, bond insurance and surety policies. The City, in consultation with the City municipal advisor, may determine the use of a credit enhancement, for any debt issue, if it reduces the overall cost of the proposed financing or if the use of such credit enhancement furthers the City's overall financing objectives.

## **K. SB 1029 COMPLIANCE**

Senate Bill 1029, signed by the State Governor on September 12, 2016, and enacted as Chapter 307, Statutes of 2016, requires issuers to adopt debt policies addressing each of the five items below:

- i. The purposes for which the debt proceeds may be used.*

Section C.2 (Acceptable Uses of Debt and Proceeds of Debt) and Section C.3 (Prohibited Use of Debt and Proceeds of Debt) address the purposes for which debt proceeds may be used.

- ii. The types of debt that may be issued.*

Section C.3 (Short-Term Debt), Section D (Types of Financing Instruments; Affordable and Planning Policies), Section E (Structure of Debt) and Section F (Use of Alternative Debt Instruments) are among the provisions that provide information regarding the types of debt that may be issued.

- iii. The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.*

Section C.1 (Acceptable Conditions for the Use of Debt) provides information regarding the relationship between the City's debt and Capital Improvement Program.

- iv. Policy goals related to the issuer's planning goals and objectives.*

As described in Section B (BACKGROUND), Section D (TYPES OF FINANCING; AFFORDABILITY AND PLANNING POLICIES) and other sections, this Policy has been adopted to assist with the City's goal of maintaining fiscal sustainability and financial prudence.

- v. The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.*

Section 4 (Internal Control Procedures Concerning Use of Proceeds of Debt) provides information regarding the City's internal control procedures designed to ensure that the proceeds of its debt issues are spent as intended.

## GLOSSARY

***Ad Valorem Tax:*** A tax calculated “according to the value” of property. In California, property which is subject to *ad valorem* taxes is classified as “secured” or “unsecured.” The secured classification includes property on which any property tax levied by a county becomes a lien on that property. A tax levied on unsecured property does not become a lien against the unsecured property, but may become a lien on certain other property owned by the taxpayer.

***Annual Coverage Ratio:*** With respect to any bonds that are secured by a particular source of revenue for a particular 12 month period, the ratio obtained from dividing the estimated dollar amount of the revenue during such period by the scheduled principal and interest payment for the bonds during such period.

***Anticipation Notes:*** Short term notes (such as Tax and Revenue Anticipation Notes, Grant Anticipation Notes and Bond Anticipation Notes) issued to provide interim financing anticipated to be paid off from sources to be received at or before the maturity date of the anticipation notes (such as tax revenues, grant funds, proceeds of long-term bonds).

***Arbitrage:*** The gain that may be obtained by borrowing funds at a lower (often tax-exempt) rate and investing the proceeds at higher (often taxable) rates. The ability to earn arbitrage by issuing tax-exempt securities has been severely curtailed by the Internal Revenue Code of 1986, as amended.

***Assessed Valuation:*** The “value” of property as set by a taxing authority (such as the county assessor) on the tax roll for purposes of ad valorem taxation.

***Bond:*** A security that represents an obligation to pay a specified amount of money on a specific date in the future, typically with periodic interest payments.

***Bond Anticipation Notes:*** Short-term notes issued usually for capital projects and paid from the proceeds of the issuance of long-term bonds. Provide interim financing in anticipation of bond issuance.

***Bond Counsel:*** A specialized, qualified attorney retained by the issuer to give a legal opinion concerning the validity of securities. The bond counsel’s opinion usually addresses the subject of tax exemption. Bond counsel typically prepares and/or advises the issuer regarding legal structure, authorizing resolutions, trust indentures and the like.

***Bond Insurance:*** A type of credit enhancement whereby an insurance company indemnifies an investor against default by the issuer. In the event of failure by the issuer to pay principal and interest in full and on time, investors may call upon the insurance company to do so. Once issued, the municipal bond insurance policy is generally irrevocable. The insurance company

receives its premium when the policy is issued and this premium is typically paid out of the bond issue.

**Capital Appreciation Bond:** A municipal security on which the investment return on an initial principal amount is reinvested at a stated compounded rate until maturity, at which time the investor receives a single payment representing both the initial principal amount and the total investment return.

**CDIAC:** California Debt and Investment Advisory Commission.

**Certificates of Participation:** A financial instrument representing a proportionate interest in payments (such as lease payments) by one party (such as a city acting as a lessee) to another party (often a JPA or non-profit).

**Competitive Sale:** A sale of bonds in which an underwriter or syndicate of underwriters submit sealed bids to purchase the bonds. Bids are awarded on a true interest cost basis (TIC), providing that other bidding requirements are satisfied. Competitive sales are recommended for simple financings with a strong underlying credit rating. This type of sale is in contrast to a Negotiated Sale

**Continuing Disclosure:** An issuer's obligations under its continuing disclosure agreements executed in connection with its bond issues. See "Rule 15c2-12" below. Under each continuing disclosure agreement, the issuer agrees to periodically provide certain relevant information and make such information available to the investing market. The information is generally required to be posted on MSRB's Electronic Municipal Market Access (EMMA) website.

**Credit Enhancement:** An instrument (such as a bond insurance policy, a debt service reserve insurance policy or surety bond, a letter of credit) which may be purchased to provide additional assurance that the repayment of the debt will be honored, and hence may enhance the credit rating for the debt issue.

**Credit Rating Agency:** A company that rates the relative credit quality of a bond issue and assigns a letter rating. These rating agencies include Moody's Investors Service, Standard & Poor's, and Fitch Ratings.

**Debt Limit:** The maximum amount of debt that is legally permitted by applicable charter, constitution, or statutes.

**Debt Service:** The amount necessary to pay principal and interest requirements on outstanding bonds for a given year or series of years.

**Default:** The failure to pay principal or interest in full or on time and, in some cases, the failure to comply with non-payment obligations after notice and the opportunity to cure.

**Derivative:** A financial instrument which derives its own value from the value of another instrument, usually an underlying asset such as a stock, bond, or an underlying reference such as an interest rate index.

**Disclosure Counsel:** A specialized, qualified attorney retained to provide advice on issuer disclosure obligations, to prepare the official statement and to prepare the continuing disclosure undertaking.

**Discount:** The difference between a bond's par value and the price for which it is sold when the latter is less than par. Also known as "underwriter discount," this is the fee paid to the underwriter its banking and bond marketing services.

**Enterprise Activity:** Specific activity that generates revenues. Common examples include water, wastewater and solid waste enterprises. A use of revenues generated by an enterprise activity for purposes unrelated to that enterprise is often subject to restrictions imposed by law. Debt service on bonds issued to finance facilities or projects for an enterprise is usually paid with the revenues of such enterprise.

**Financing Team:** The working group of City staff and outside consultants necessary to complete a debt issuance.

**Indenture:** A contract between the issuer and the trustee stipulating the characteristics of the financial instrument, the issuer's obligation to pay debt service, and the remedies available to the trustee in the event of default.

**Issuance Costs:** The costs incurred by the bond issuer during the planning and sale of securities. These costs include by are not limited to municipal advisory, bond counsel, disclosure counsel, printing, advertising costs, credit enhancement, rating agencies fees, and other expenses incurred in the marketing of an issue.

**Lease:** An obligation wherein a lessee agrees to make payments to a lessor in exchange for the use of certain property. The term may refer to a capital lease or to an operating lease.

**Lease Revenue Bonds:** Bonds that are secured by the revenue from lease payments made by one party to another.

**Maturity Date:** The date upon which a specified amount of debt principal or bonds matures, or becomes due and payable by the issuer of the debt.

**Municipal Advisor:** A consultant who provides the municipal issuer with advice on the structure of the bond issue, timing, terms and related matters for a new bond issue.

**Municipal Securities Rulemaking Board (MSRB):** A self-regulating organization established on September 5, 1975 upon the appointment of a 15-member board by the Securities and Exchange Agreement. The MSRB, comprised of representatives from investment banking firms, dealer bank representatives, and public representatives, is entrusted with the responsibility of writing rules of conduct for the municipal securities market. The MSRB hosts the EMMA website, which hosts information posted by issuers under their continuing disclosure undertakings.

**Negotiated Sale:** A sale of securities in which the terms of the sale are determined through negotiation between the issuer and the purchaser, typically an underwriter, without competitive

bidding. The negotiated sales process provides control over the financing structure and issuance timing. Negotiated sales are recommended for unusual financing terms, period of market volatility and weaker credit quality. A thorough evaluation, usually with the assistance of the City's Municipal Advisor, of the proposed bond's credit characteristics in conjunction with market conditions will be performed to ensure reasonable final pricing and underwriting spread.

**Net Present Value (NPV)** – A financial measurement whereby savings of a transaction are discounted back to money into a “today's” dollars equivalent. Often the discount rate used is the true interest cost (TIC—see definition below) rate on the proposed new bond issuance. Typically, in the municipal market place it is common to then divide the NPV value by the outstanding par amount of the bonds that are to be refunded to develop a percentage value.

**Official Statement (Prospectus):** A document published by the issuer in connection with a primary offering of securities that discloses material information on a new security issue including the purposes of the issue, how the securities will be repaid, and the financial, economic and social characteristics of the security for the bonds. Investors may use this information to evaluate the credit quality of the securities.

**Par Value:** The face value or principal amount of a security.

**Pension Obligation Bonds:** Financing instruments used to pay some or all of the unfunded pension liability of a pension plan. POBs are issued as taxable instruments over a 10-40 year term or by matching the term with the amortization period of the outstanding unfunded actuarial accrued liability.

**Premium:** The excess of the price at which a bond is sold over its face value.

**Present Value:** The value of a future amount or stream of revenues or expenditures.

**Private Placement:** A bond issue that is structured specifically for one purchaser. Private placements are typically carried out when extraneous circumstances preclude public offerings. A private placement is considered to be a negotiated sale.

**Redemption:** Depending on an issue's call provisions, an issuer may on certain dates and at certain premiums, redeem or call specific outstanding maturities. When a bond or certificate is redeemed, the issuer is required to pay the maturities' par value, the accrued interest to the call date, plus any premium required by the issue's call provisions.

**Refunding:** A procedure whereby an issuer refinances an outstanding debt issue by issuing a new debt issue.

**Rule 15c2-12:** Rule adopted by the Securities and Exchange Commission setting forth certain obligations of (i) underwriters to receive, review and disseminate official statements prepared by issuers of most primary offering of municipal securities, (ii) underwriters to obtain continuing disclosure agreements from issuers and other obligated persons to provide ongoing annual financial information on a continuing basis, and (iii) broker-dealers to have access to such continuing disclosure in order to make recommendations of municipal securities in the secondary market.

**Reserve Fund:** A fund established by the indenture of a bond issue into which money is deposited for payment of debt service in case of a shortfall in current revenues.

**Revenue Bond:** A bond which is payable from a specific source of revenue and to which the full faith and credit of an issuer is not pledged. Revenue bonds are payable from identified sources of revenue, and do not permit the bondholders to compel a jurisdiction to pay debt service from any other source. Pledged revenues often are derived from the operation of an enterprise.

**Secondary Market:** The market in which bonds are sold after their initial sale in the new issue market.

**Serial Bonds:** Bonds of an issue that mature in consecutive years or other intervals and are not subject to mandatory sinking fund provisions.

**Tax and Revenue Anticipation Notes (TRANS):** Short term notes issued in anticipation of receiving tax receipts and revenues within a fiscal year. TRANs allow the municipality to manage the period of cash shortfalls resulting from a mismatch between timing of revenues and timing of expenditures.

**Term Bonds:** Bonds that come due in a single maturity but where the issuer may agree to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity and for payment at maturity.

**True Interest Cost (TIC):** Under this method of computing the interest expense to the issuer of bonds, true interest cost is defined as the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of bonds. Interest is assumed to be compounded semi-annually. TIC computations produce a figure slightly different from the net interest cost (NIC) method because TIC considers the time value of money while NIC does not.

**Trustee:** A bank retained by the issuer as custodian of bond proceeds and official representative of bondholders. The trustee ensures compliance with the indenture. In many cases, the trustee also acts as paying agent and is responsible for transmitting payments of interest and principal to the bondholders.

**Underwriter:** A broker-dealer that purchases a new issue of municipal securities from the issuer for resale in a primary offering. The bonds may be purchased either through a negotiated sale with the issuer or through a competitive sale.

**Weighted Average Useful Life:** In reference to a particular bond issue, the weighted average useful life of the assets financed with the proceeds of the bonds is calculated by giving weight to both the relative dollar amount spent on each asset and the useful life of that asset.

**Yield:** The net rate of return, as a percentage, received by an investor on an investment. Yield calculations on a fixed income investment, such as a bond issue, take purchase price and coupon into account when calculating yield to maturity.



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

May 1, 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 AFFIRMING SUBORDINATION OF REIMBURSEMENT OBLIGATIONS OWED BY SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF HUNTINGTON PARK UNDER A 2007 AMENDED AND RESTATED REIMBURSEMENT AGREEMENT WITH RESPECT TO PLEDGE OF PROPERTY TAX REVENUES**

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

1. Adopt Resolution No. 2018-12, affirming subordination of reimbursement obligations owed by the Successor Agency to the Community Development Commission of the City of Huntington Park under a 2007 Amended and Restated Reimbursement Agreement with respect to pledge of property tax revenues and taking related actions.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In 2007, the City entered into a financing lease arrangement with All Points Public Funding, LLC, (the All Points Financing Lease), under which the City agreed to make lease payments until December 2025. The purpose of the All Points Financing Lease was to refund obligations previously incurred to refinance debt of the former Huntington Park Redevelopment Agency, the predecessor to the Community Development Commission of the City of Huntington Park (the Former CDC).

The City and the Former CDC entered into an agreement (the 2007 Reimbursement Agreement), so that the Former CDC would make reimbursements to the City (the Reimbursement Payments) to cover the lease payments due under the All Points Financing Lease. The Reimbursement Payments owed to the City are secured by a pledge of "Surplus Tax Revenues." "Surplus Tax Revenues" refer to property tax revenues (*i.e.*, tax increment) allocated to the Former CDC (not the Successor Agency) with respect to the Santa Fe Project Area, *in excess of* the amounts owed to Union Bank under a 2007 loan agreement (the 2007 Union Bank Loan). In other words, the

**CONSIDERATION AND APPROVAL OF A RESOLUTION AFFIRMING SUBORDINATION OF REIMBURSEMENT OBLIGATIONS OWED BY SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF HUNTINGTON PARK UNDER A 2007 AMENDED AND RESTATED REIMBURSEMENT AGREEMENT WITH RESPECT TO PLEDGE OF PROPERTY TAX REVENUES**

May 1, 2018

Page 2 of 2

Reimbursement Payments owed to the City rank subordinate to the 2007 Union Bank Loan with respect to the pledge of Santa Fe Project Area tax increment.

The Successor Agency is working to obtain a new loan (the 2018 Refunding Loan) to refund, in part, the 2007 Union Bank Loan. Staff recommends that the City Council adopt the attached Resolution to affirm that, regarding the pledge of property tax revenues with respect to the Santa Fe Project Area, the pledge securing the Reimbursement Payments will be subordinate to the 2018 Refunding Loan. This affirmation is necessary for the Successor Agency to accomplish a successful refunding.

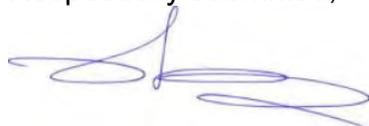
**FISCAL IMPACT/FINANCING**

A balloon payment will be due on the 2007 Union Bank Loan, upon its maturity on August 3, 2018. The Successor Agency must complete its refunding before such payment date to avoid a default. This affirmation is necessary for the Successor Agency to accomplish a successful refunding.

**CONCLUSION**

Upon Council approval, the Mayor (and in the Mayor's absence, the Vice Mayor) and the City Manager, will each be authorized to execute documents and take actions as necessary or appropriate to clarify and effectuate the City's agreement to subordination.

Respectfully submitted,



RICARDO REYES  
Interim City Manager



NITA MCKAY  
Finance Director

**ATTACHMENT(S)**

A. Resolution No. 2018-12

B. 2007 Amended and Restated Reimbursement Agreement

# ATTACHMENT "A"





# ATTACHMENT "B"

## 2007 AMENDED AND RESTATED REIMBURSEMENT AGREEMENT

This 2007 Amended and Restated Reimbursement Agreement (this "Agreement") is entered into this 10<sup>th</sup> day of October, 2007, by and between the COMMUNITY DEVELOPMENT COMMISSION OF HUNTINGTON PARK (the "Agency") and the CITY OF HUNTINGTON PARK (the "City") and amends and restates in its entirety that certain Amended and Restated Reimbursement Agreement dated as of October 1, 1997 between the Agency (under its prior name, the "Huntington Park Redevelopment Agency") and the City which, in turn, amended and restated that certain Reimbursement Agreement dated as of June 1, 1994 between the Agency and the City (together, the "Original Agreement").

### RECITALS:

**WHEREAS**, the Agency is a duly constituted redevelopment agency under the laws of the State of California, including in particular the Community Redevelopment Law of the State of California, constituting Part 1 of Division 2 of the Health and Safety Code, as amended (the "Law"), and pursuant to such laws has duly proceeded with the redevelopment of the Santa Fe Project Area (the "Project Area");

**WHEREAS**, the parties hereto in consideration of their mutual undertakings, past and present, herein and otherwise, desire that the Agency continue with its redevelopment activities within the Project Area, which activities are of general benefit to all residents of the City;

**WHEREAS**, the Agency and James R. Watson ("Watson") entered into a Disposition and Development Agreement (the "DDA") for development of a Shopping Center known as Margarita Plaza (Project No. 67) ("Margarita Plaza") on January 6, 1986 and the rights of Watson as developer under the DDA have been assigned to Margarita Plaza Partners, a California general partnership ("MPP") and Alpha Beta Company, a California corporation ("Alpha Beta") as to the development of their respective parcels in the Margarita Plaza;

**WHEREAS**, pursuant to the terms of the DDA, the Agency purchased parcels and entered into escrows to purchase parcels which were subsequently conveyed by the Agency to MPP and The Boys Markets, Inc., predecessor and Alpha Beta ("Boys") for purposes of the development of Margarita Plaza;

**WHEREAS**, to assist in the acquisition of such parcels and otherwise further the development of Margarita Plaza, and pursuant to a Loan Agreement and Agreement for Allocation and Distribution of Tax Increment Funds dated January 25, 1988, by and between the Agency, MPP, and Boys, (the "Loan Agreement"), MPP and Boys agreed to and did provide loans to the Agency evidenced by promissory notes (the "Prior Debt"), the repayment of which was secured by the Agency's irrevocable pledge to tax allocation revenues from the Santa Fe Redevelopment Project (such Prior Debt is more particularly described in that certain Final Settlement Agreement dated as of October 9, 1997 by and among the Agency, the City, MPP, Alpha Beta and Watson);

**WHEREAS**, pursuant to the terms of the Loan Agreement, the Agency irrevocably pledged any and all tax allocation revenues obtained by the Agency from the Project Area for repayment of the Prior Debt from Boys and MPP and the Loan Agreement provided that the Agency would issue a tax allocation bond to repay the moneys owed to MPP and Alpha Beta at

such time as it was able to issue such a bond in an amount that would net a sum equal to or exceeding the remaining principal and interest owed to MPP and Alpha Beta;

**WHEREAS**, pursuant to an Agreement made and entered into as of the 15th day of June, 1992, the parties amended the original Loan Agreement and the terms thereof and in addition to the Loan Agreement, the Agency, MPP and Alpha Beta entered into an Agreement dated as of the 6th day of August, 1990 and into an Addendum to Loan Agreement and Agreement for Allocation and Distribution of Tax Increment Funds, dated as of the 15th day of June, 1992, each such Agreement clarifying the terms of repayment of the Prior Debt;

**WHEREAS**, the Agency has also borrowed money from Watson (the "Watson Note") secured by tax increment revenues of the Agency from the Project Area subordinate to the Prior Debt;

**WHEREAS**, the Agency filed an action in the Superior Court of the State of California for the County of Los Angeles Case No. BC 066725 (the "Validation Action") in which the Agency sought confirmation of the Agency's ability to issue the tax allocation bonds;

**WHEREAS**, the Agency entered into a settlement agreement with T&R Foods, Inc. and a settlement agreement with Edwin R. Hayek and Jolanta M. Hayek, in order to conclude the Validation Action;

**WHEREAS**, the Agency issued approximately \$1,005,000 aggregate principal amount of its Huntington Park Redevelopment Agency 1994 Tax Allocation Revenue and Refunding Bonds (the "1994 Agency Bonds"), which 1994 Agency Bonds are senior to the Prior Debt and the Watson Note;

**WHEREAS**, the 1994 Agency Bonds were sold to the Huntington Park Public Financing Authority (the "Authority"), which assigned its rights thereunder to a trustee which executed and delivered its 1994 Local Agency Revenue Bonds, Series D and Series E (the "1994 Series D Authority Bonds," the "1994 Series E Authority Bonds," and collectively, the "1994 Authority Bonds");

**WHEREAS**, the proceeds of the 1994 Series D Authority Bonds were used to purchase the 1994 Agency Bonds, and the proceeds of the 1994 Authority Bonds and/or the 1994 Agency Bonds were used to pay costs of issuance of the 1994 Authority Bonds, to pay costs of issuance of the 1994 Agency Bonds, to pay a portion of the Prior Debt, to pay the amounts payable under the Settlement Agreements, to establish a reserve fund for the 1994 Agency Bonds, to establish a reserve fund for the 1994 Series E Authority Bonds, and to provide capitalized interest for the Agency Bonds and for the 1994 Series E Authority Bonds;

**WHEREAS**, the City entered into a Ground Lease, dated as of June 1, 1994 ("the 1994 Ground Lease") and a Lease dated as of June 1, 1994 (the "1994 Lease") with the Authority whereby the Authority agreed to apply a portion of the proceeds of the 1994 Series E Authority Bonds to the payment a portion of the Prior Debt and the City agreed to make Base Rental payments and Additional Rental payments (as defined in the 1994 Lease);

**WHEREAS**, the 1994 Series E Authority Bonds are also secured by an assignment of the Base Rental payments of the City pursuant to the 1994 Lease; and

**WHEREAS**, the Agency and the City entered into the Original Agreement to provide that the City would refinance a portion of the Agency's Prior Debt and Agency would pay to the City an amount equal to the Base Rental payments and Additional Rental payments paid by the City under the 1994 Lease, but only to the extent Agency tax increment revenues exceed certain amounts as set forth in the Original Agreement;

**WHEREAS**, the Agency has previously issued its \$3,250,000 aggregate principal amount Huntington Park Redevelopment Agency Huntington Park Amended Merged Project Area (Santa Fe Redevelopment Project) 1997 Tax Allocation Revenue and Refunding Bonds (the "1997 Agency Bonds") and used a portion of the proceeds to refund the 1994 Agency Bonds (and thereby refunded the 1994 Series D Authority Bonds) and to pay a portion of the remaining unpaid Prior Debt (the amount of \$3,652,446.03 was applied towards payment of the unpaid Prior Debt as follows: \$2,590,395.69 of such amount was paid to Margarita Plaza and the remaining \$1,062,050.34 was paid to Alpha Beta);

**WHEREAS**, the 1997 Agency Bonds have been refunded and redeemed with proceeds of a loan to the Agency under a Loan Agreement (Santa Fe) dated as of February 1, 2007 (the "2007 Santa Fe Loan Agreement") by and between the Agency and Union Bank of California, N.A.;

**WHEREAS**, the Authority, for the benefit of the City and the Agency, has previously issued its \$8,580,000 aggregate principal amount of its Huntington Park Public Financing Authority Lease Revenue Bonds 1997 Series A (Wastewater System Project) (the "1997 Authority Bonds") the proceeds of which were used to pay the costs of issuance of the 1997 Authority Bonds, to establish a reserve fund for the 1997 Authority Bonds, to provide capitalized interest for the 1997 Authority Bonds, to advance refund and defease the 1994 Series D Authority bonds and to provide monies to the Agency to pay the remaining unpaid Prior Debt;

**WHEREAS**, the City has previously entered into an Amended Ground Lease, dated as of October 1, 1997 (the "1997 Amended Ground Lease") and an Amended and Restated Lease dated as of October 1, 1997 (the "1997 Amended Lease"), with the Authority whereby the Authority agreed to apply a portion of the proceeds of the 1997 Authority Bonds to the payment of the remaining unpaid Prior Debt and the City agreed to make Base Rental Payments and Additional Rental payments (as defined in the 1997 Amended Lease); to repay the 1997 Authority Bonds;

**WHEREAS**, the City has determined, in order to reduce its annual lease payments, to refinance its obligation to make lease payments under the 1997 Amended Lease by entering into a Second Amended and Restated Ground Lease (the "2007 Amended Ground Lease") and a Second Amended and Restated Lease Agreement (the "2007 Amended Lease");

**WHEREAS**, under the 2007 Amended Lease, the City will be obligated to make Lease Payments (as defined in the 2007 Amended Lease and referred to herein as "Lease Payments") and certain additional payments described in Section 4.6 of the 2007 Amended Lease (the "Additional Payments");

**WHEREAS**, the Agency and the City desire to enter into this Amended and Restated Reimbursement Agreement, to acknowledge that the City has financed Prior Debt for the benefit of the Agency and that the Agency will pay to the City an amount equal to the Lease Payments

and Additional Payments paid by the City under the 2007 Amended Lease, but only to the extent Agency tax increment revenues exceed certain amounts as set forth in this 2007 Amended and Restated Reimbursement Agreement;

**NOW THEREFORE**, the City and the Agency agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to implement the Redevelopment Plan for the Redevelopment Project by (i) facilitating the refinancing of the Agency's obligations undertaken in connection with the Project Area and (ii) providing for Agency's reimbursement to the City of the costs incurred by the City in connection with the 2007 Amended Lease through payments by the Agency of a portion of its property tax increment derived from the Project Area, such payments being subordinate to the Agency's pledge of tax increment revenues under the 2007 Santa Fe Loan Agreement.

Section 2. Execution of 2007 Amended Lease by the City. The City agrees to execute and deliver the 2007 Amended Lease and to pay the Lease Payments and Additional Payments thereunder.

Section 3. Agency's Reimbursement to City, Pledge of Surplus Tax Revenues. The Agency hereby agrees to reimburse the City for the Lease Payments and Additional Payments by paying to the City property tax increment derived from the Project Area in an amount equal to the Lease Payments and Additional Payments paid by the City under the 2007 Amended Lease; *provided, however*, that said amounts shall not be paid in any fiscal year until after payment of the principal, interest and other payments accrued and payable under the 2007 Loan Agreement.

The Agency's obligations to pay the foregoing amounts equal to the amount of Lease Payments and Additional Payments under the 2007 Amended Lease shall be a special obligation of the Agency, payable only from the source specifically set forth above secured by a pledge of the Surplus Tax Revenues (as defined below) and the Agency shall not have any other liability with respect thereto.

"Surplus Tax Revenues" means Tax Revenues required to be deposited into the Special Revenue Fund pursuant to the 2007 Santa Fe Loan Agreement in excess of amounts required to be transferred to the Bank Account (as defined in the 2007 Santa Fe Loan Agreement) for payment of amounts owing under the 2007 Santa Fe Loan Agreement, subject to the approval of such pledge of Surplus Tax Revenues by Union Bank of California, N.A., as lender under the 2007 Santa Fe Loan Agreement.

"Tax Revenues" means (a) those taxes paid to the Agency with respect to the Project pursuant to Article 6 of Chapter 6 of the Law, and Section 16 of Article XVI of the Constitution of the State, or pursuant to other applicable State law, and as provided in the Redevelopment Plan for the Project Area, and (b) reimbursements, subventions (but excluding payments to the Agency with respect to the personal property within the Project Area pursuant to Section 16110, et seq., of the Government Code of the State), or other payments made by the State with respect to any property taxes that would otherwise be due on real or personal property but for an exemption of such property from such taxes, but excluding (i) all amounts of such taxes (if any) required to be deposited into the Low and Moderate Income Housing Fund of the Agency pursuant to Section 3334.3 of the Law, and (ii) all amounts payable by the Agency to affected taxing agencies pursuant to any existing Tax Sharing Agreements.

“Tax Sharing Agreement” means that certain agreement entitled Amended Agreement for Allocation of Tax Increment Funds by and between the County of Los Angeles, the Consolidated Fire Protection District of Los Angeles County, the City and the Agency, dated as of January 30, 1990 amending the Agreement for Allocation of Tax Increment funds by and between the County of Los Angeles, the Consolidated Fire Protection District of Los Angeles County, the City and the Agency dated November 20, 1998 (copies of which are on file in the office of the Secretary of the Agency).

Section 4. Amendments, Changes and Modifications. This Agreement shall not be amended, changed, modified, altered or terminated except by writing signed by all parties hereto.

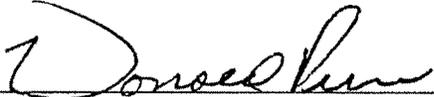
Section 5. Invalid Provisions. If any provision of this Agreement, or the application thereof to any persons, party, transaction or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to other persons, parties, transactions or circumstances, shall not be affected thereby.

Section 6. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of California.

Section 7. Execution in Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto execute this 2007 Amended and Restated Reimbursement Agreement on the date first above written.

COMMUNITY DEVELOPMENT COMMISSION  
OF HUNTINGTON PARK

By:   
Finance Director

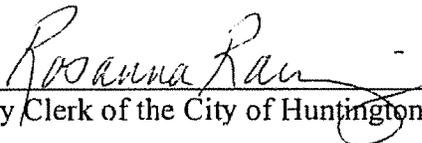
ATTEST:

  
Secretary of the Community Development  
Commission of Huntington Park

CITY OF HUNTINGTON PARK

By:   
Finance Director

ATTEST:

  
City Clerk of the City of Huntington Park



# CITY OF HUNTINGTON PARK

Parks and Recreation  
City Council Agenda Report

May 1, 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 FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH PYRO ENGINEERING FOR THE CITY OF HUNTINGTON PARK'S 2018, 4<sup>TH</sup> OF JULY FIREWORKS DISPLAY**

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

1. Approve first amendment to agreement with Pyro Engineering to provide pyrotechnic services for the City of Huntington Park's 2018 4<sup>th</sup> of July Celebration; and
2. Authorize Interim City Manager to execute the Amendment and agreement.

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

On March 21, 2017 the City completed a public bid process and entered into a new Professional Service Agreement with Pyro Engineering for the 2017 4<sup>th</sup> of July Fireworks Display after receiving approval from Council. The professional service agreement included the option to extend one additional year upon mutual agreement. The public event will be held on Wednesday July 4<sup>th</sup>, 2018, at Salt Lake Park. The current scope of service and terms remain unchanged and would be the same as received in 2017.

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

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

**CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH PYRO ENGINEERING FOR THE CITY OF HUNTINGTON PARK'S 2018, 4<sup>TH</sup> OF JULY FIREWORKS DISPLAY**

May 1, 2018

Page 2 of 2

**FISCAL IMPACT/FINANCING**

The cost for the Pyro Engineering fireworks display is \$25,000. Funding for this service was approved in the City's FY 2017-2018 Adopted Budget under account # 111-6010-466.55-40. No additional budget appropriation is required.

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES  
Interim City Manager



CYNTHIA NORZAGARAY  
Director of Parks and Recreation

**ATTACHMENT(S)**

- A. Professional Services Agreement
- B. First Amendment to Professional Services Agreement
- C. Pyro Engineering Display Description

# ATTACHMENT "A"

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made, entered into, and shall become effective this 21<sup>st</sup> day of March, 2017 by and between the City of Huntington Park (hereinafter referred to as the "City") and Pyro Engineering, Inc., a New York Corporation doing business as Bay Fireworks (hereinafter referred to as the "Contractor").

### RECITALS:

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

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

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

### Section 1. Scope of Work.

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

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

### Section 2. Term.

This Agreement shall commence on the effective date and shall terminate, and all services required hereunder shall be completed, no later than July 4, 2017 ("Initial Term") as set forth in Exhibits "A" and "B."

Upon mutual agreement of City and Contractor, the term of this Agreement may be extended prior to the termination of the Initial Term of this Agreement for an additional term of one year. Such an extension must be memorialized and executed by both parties.

### Section 3. Compensation.

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

Total compensation for the services hereunder shall not exceed \$25,000. City shall pay Contractor 50% of the total compensation on Friday, June 23, 2017. Any

remaining amount due shall be paid on Monday, July 10, 2017. Any Credit due the City shall be made as follows:

- In the event the fireworks display substantially complies with the Scope of Work as set forth in the Exhibit "A" but does not begin by 9:05 p.m., PDT on July 4, 2017 as a result of the sole negligence of Contractor, Contractor shall credit City \$50 for each full minute of delay up to \$2,000.
- In the event the fireworks display substantially complies with the Scope of Work as set forth in Exhibit "A," but is interrupted as a result of the sole negligence of Contractor, Contractor shall credit City \$50 for each full minute of interruption up to \$1,000. An interruption resulting from the malfunction of one or more fireworks devices, including interruptions resulting from injury or damage caused thereby shall not be considered to result from the negligence of Contractor for the purposes of this paragraph.
- In the event that the fireworks display fails to substantially comply with the Scope of Work as set forth in Exhibit "A," Contractor, shall credit City with up to 25% of the fireworks display price. Such credit shall be inclusive of any credits set forth in bullets 1, 2, and 3 above.
- Nothing in this paragraph shall prevent the parties from reaching agreement that all or a portion of the credit may be in the form of enhancements to future displays.

**Section 4. Independent Contractor.**

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

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

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

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

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

**Section 7. Time of Essence.**

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

**Section 8. Compliance with Law.**

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

**Section 9. Conflicts of Interest.**

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

**Section 10. Indemnity.**

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

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

**Section 11. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

**11.6 Terms of Compensation.**

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

**Section 12. Termination.**

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

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

**Section 13. Notice.**

All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process:

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

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

**Section 14. Entire Agreement**

This Agreement and Exhibits "A" and "B" constitute the entire understanding and agreement between the parties and supersedes all previous negotiations between them

pertaining to the subject matter thereof.

**Section 15. Governing Law**

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

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

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

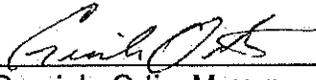
**Section 17. Counterparts.**

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

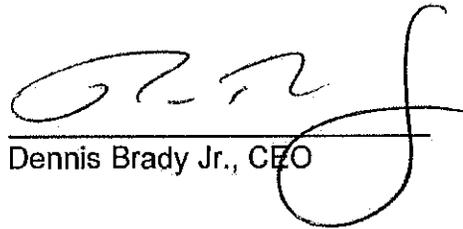
**[SIGNATURES ON FOLLOWING PAGE]**

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

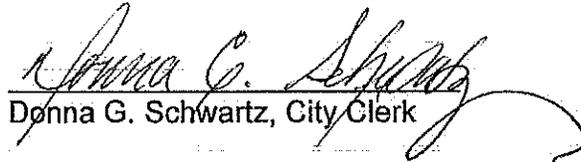
CITY OF HUNTINGTON PARK

By:   
Graciela Ortiz, Mayor

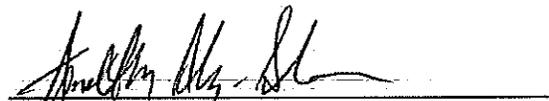
PYRO ENGINEERING, INC. dba  
BAY FIREWORKS

By:   
Dennis Brady Jr., CEO

ATTEST:

  
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

  
Arnold Alvarez-Glasman, City Attorney

4832-3261-6002, v. 1

# ATTACHMENT "B"



## **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT AGREEMENT (“Agreement”) is made as of May 1, 2018 by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“City”) and Pyro Engineering, Inc. dba Bay Fireworks (hereinafter, “Contractor”). For the purposes of this Agreement City and Contractor may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to City or Contractor interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

### **RECITALS**

This Agreement is made and entered into with respect to the following facts:

**WHEREAS**, Contractor was retained to provide pyrotechnic services for the City:

**WHEREAS**, on or about March 21, 2017, the Parties executed and entered into that certain agreement titled, Professional Services Agreement (Pyrotechnic Services Agreement) (hereinafter, the “Agreement”) which is attached hereto as Exhibit “A”;

**WHEREAS**, The City requests to extend services for an additional year and agrees to pay the Contractor for service rendered pursuant to the Agreement the sum of Twenty Five Thousand Dollars (\$25,000). It is understood that the cost of Providing Pyrotechnic service shall not exceed Twenty Five Thousand Dollars (\$25,000) .

**NOW THEREFORE**, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. Except as otherwise set forth in this First Amendment, the terms of the Agreement shall control. This First Amendment Agreement with the Professional Services Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

**IN WITNESS WHEREOF**, the Parties hereto have caused this First Amendment Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF HUNTINGTON PARK:**

**PYRO ENGINEERING, INC. dba  
BAY FIREWORKS.:**

By: \_\_\_\_\_  
Ricardo Reyes  
Interim City Manager

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

Name: \_\_\_\_\_

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

**ATTEST:**

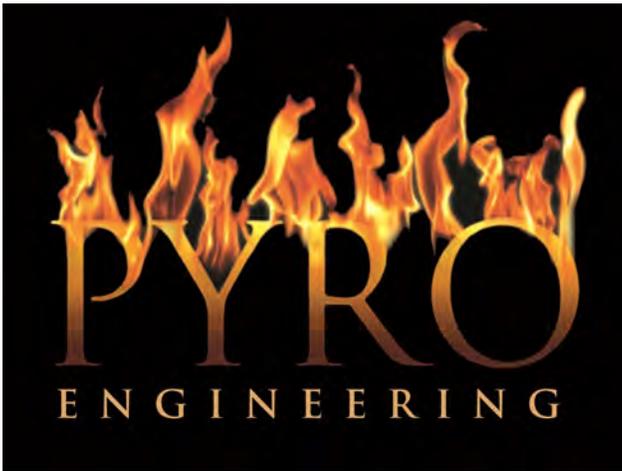
\_\_\_\_\_  
Donna G. Schwartz, CMC, City Clerk

**APPROVED AS TO FORM:**

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

DRAFT

# ATTACHMENT "C"



# City of Huntington Park

## AERIAL SHELL SEGMENT

Proposed Inventory

July 4th, 2018

Program Value: \$25,000

Includes Sound Reinforcement

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

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

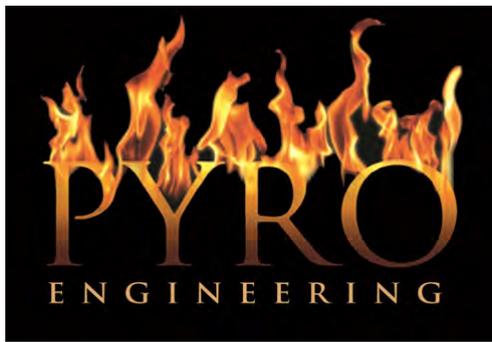
GRAND FINALE	
2.5"-Inch Shells	300
2 1/2"- 3" Designer Multi Effect Shells	190
Total aerial shell count	1073
Includes enhanced sound coverage package	



Pyro Engineering at Kennedy Space Center,



Pyro Engineering at CitiField / NY Mets



# City of Huntington Park

## GRAND ILLUMINATIONS

“Multi-Theater Performances”

(any combination of effects below may be utilized)

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



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

May 1, 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 TO SUBMIT FUNDING APPLICATION TO THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE STATE ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE IV**

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

1. Authorize staff to submit the State Active Transportation Program Cycle IV application; and
2. Authorize Interim City Manager to sign and submit the application.

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

On December 12, 2017, the City Council authorized staff to prepare a letter of interest to submit to the Los Angeles Metropolitan Transportation Authority for the State Active Transportation Program (ATP) Cycle IV. The purpose of the ATP is to encourage increased use of active modes of transportation, such as biking and walking. Goals include the following:

- Increase the proportion of trips accomplished by biking and walking.
- Increase the safety and mobility of non-motorized users.
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals as established pursuant to Senate Bill 375 (Chapter 728, Statutes of 2008) and Senate Bill 391 (Chapter 585, Statutes of 2009).
- Enhance public health, including reduction of childhood obesity through the use of programs including, but not limited to, projects eligible for Safe Routes to School Program funding.
- Ensure that disadvantaged communities fully share in the benefits of the program.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

Staff proposes to submit an application that focuses on the following:

# CONSIDERATION AND APPROVAL TO SUBMIT FUNDING APPLICATION TO THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE STATE ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE IV

May 1, 2018

Page 2 of 3

- The project will create a system of bicycle boulevards designed as Class III bicycle lanes traveling East/ West and North/South in the City along Gage Avenue, Saturn Avenue, Florence Boulevard and Miles Avenue.
- Bicycle Boulevard connects with Metro's Bicycle Master Plan, and provides important First/Last mile connections within Huntington Park with Metro transit stations.
- "Connector" streets will allow for a safe and streamlined bicycle connectivity throughout Huntington Park and will connect riders to transit within and outside of the City.
- Pedestrian Enhancements
  - Sidewalk improvements along Bicycle Boulevards
  - Signal modifications
  - Bulbouts (safety for pedestrians and ADA)
  - Zebra Crosswalks
- Pedestrian oriented improvement along Santa Fe, Florence, and Pacific to connect to Randolph St. Provide continuity with Rails to River Plans and future transit projects.
  - Complete Street corridors along Santa Fe Avenue and Florence Avenue, and Pacific Boulevard
    - Pedestrian Scale Lighting
    - Wayfinding signs along a bicycle and pedestrian networks to designated destinations
    - Street Trees
    - Benches
    - Trash Receptacles
- Connects to the Rails to River project with Metro, as well as the West Santa Ana project (formerly Eco-Rapid Transit)
- Pedestrian enhancement of facilities, such as bulbouts, non-ADA compliant ramps (curb cuts) including those at major transit hubs and those that serve public and private schools.
- Proposed Class III bicycle transportation facilities that connect major transit hubs per the approved Bicycle Master Plan.
- Development of new Class III bikeways and walkways that improve mobility, access, or safety for non-motorized users.
- Safe Routes to School enhancements that improve the safety of children walking and bicycling to school.
- Safe routes to transit projects, which will encourage transit by improving biking and walking routes to mass transportation facilities and school bus stops.
- Incorporate adopted Complete Streets Policies that are in line with the Circulation Element of the City's General Plan.

The proposed infrastructure enhancements improve the coordination of safe travel needs of older adults, persons with disabilities, school children, cyclists and low-income individuals. The proposed plan establishes priorities that focus on safe pedestrian and

**CONSIDERATION AND APPROVAL TO SUBMIT FUNDING APPLICATION TO THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE STATE ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE IV**

May 1, 2018

Page 3 of 3

bicycle travel which interfaces with Metro's and the City's active transportation network. The project will create a connected active transportation system throughout the City and zero-in on a complete streets program in the City's downtown corridor.

The project focus placates to the City's requirement to enhance ADA accessibility and improve pedestrian safety that complies with the City's Complete Streets Ordinance. The integration of Class III bicycle lanes conform to the adopted Bicycle Master Plan and will be the first dedicated bicycle routes in the City. The City's proposed project has the necessary beneficial impacts that support active transportation within the community

Each ATP programming cycle will include four years of funding. The 2019 ATP will cover fiscal years 2019-20 through 2022-23.

**FISCAL IMPACT**

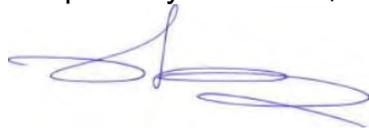
In order to maximize the effectiveness of program funds and to encourage the aggregation of small projects into one larger comprehensive project, the minimum request for ATP funds that will be considered is \$250,000.

The Engineer's estimate for the project is \$4,650,000. The local match is approximately 11.47% of the total grant, which is \$533,355. The City plans to utilize remaining Metro Federal Transportation Earmark Exchange Grant funds from Account No. 209-8010-431.73-10 as the local match.

**CONCLUSION**

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

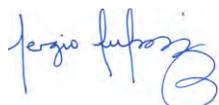
Respectfully submitted,



RICARDO REYES  
Interim City Manager



DANIEL HERNANDEZ  
Director of Public Works



SERGIO INFANZON  
Community Development Director



# CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

May 1, 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 payment of \$53,017.52 from 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. R4-2012-0175 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).

Pursuant to implementation of the Enhanced Watershed Management Plan as required in the terms of the MS4 permit, the watershed group commissioned a feasibility study for the construction of structural projects. The feasibility study identified eight regional storm

**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**

May 1, 2018

Page 2 of 3

water retention projects that, when built, in conjunction with Green Streets projects, would achieve compliance with the MS4 permit.

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.

The proposed 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, 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.

All members of the LAR UR2 have amended the Agreement and will pay their respective prorated share of the project.

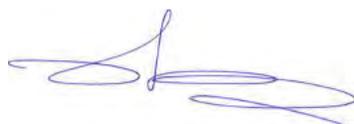
**FISCAL IMPACT/FINANCING**

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. Funds are available in 111-8030-461-56-42 to cover the \$53,017.52 cost for the first of three installments should Council so desire.

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES  
Interim City Manager

**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**

May 1, 2018

Page 3 of 3



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, 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.

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: \_\_\_\_\_

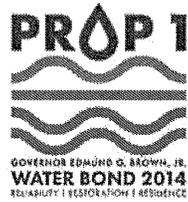
APPROVED AS TO FORM:

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

Name: \_\_\_\_\_

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

**EXHIBIT A**  
**GRANT AGREEMENT**  
**(Attached)**



**PROPOSITION 1 STORM WATER**

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**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**

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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 <sup>th</sup> 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](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](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
<b>EXHIBIT A-3 PROJECT-SPECIFIC SCOPE OF WORK</b>			
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
<b>EXHIBIT A-5 REPORTING</b>			
(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	
<b>EXHIBIT B FUNDING PROVISIONS</b>			
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
<b>TOTAL</b>	<b>\$ 9,904,842</b>	<b>\$ 1,100,538</b>	<b>\$ 11,005,380</b>

\*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](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	<b>\$148,414.62</b>	\$48,030.62	\$1,440.92	<b>\$49,471.54</b>	\$48,030.62	\$1,440.92	<b>\$49,471.54</b>	\$48,030.62	\$1,440.92	<b>\$49,471.54</b>
Bell Gardens	11.22%	\$61,740.18	\$78,609.86	\$140,350.04	\$4,210.50	<b>\$144,560.54</b>	\$46,783.35	\$1,403.50	<b>\$48,186.85</b>	\$46,783.35	\$1,403.50	<b>\$48,186.85</b>	\$46,783.35	\$1,403.50	<b>\$48,186.85</b>
Commerce	29.61%	\$162,934.65	\$78,609.86	\$241,544.51	\$7,246.34	<b>\$248,790.84</b>	\$241,544.51	\$7,246.34	<b>\$248,790.85</b>	\$0.00	\$0.00	<b>\$0.00</b>	\$0.00	\$0.00	<b>\$0.00</b>
Cudahy	5.05%	\$27,788.58	\$78,609.86	\$106,398.44	\$3,191.95	<b>\$109,590.39</b>	\$106,398.44	\$3,191.95	<b>\$109,590.39</b>	\$0.00	\$0.00	<b>\$0.00</b>	\$0.00	\$0.00	<b>\$0.00</b>
Huntington Park	13.65%	\$75,111.72	\$78,609.86	\$153,721.58	\$4,611.65	<b>\$158,333.22</b>	\$51,240.53	\$1,537.22	<b>\$52,777.74</b>	\$51,240.53	\$1,537.22	<b>\$52,777.74</b>	\$51,240.53	\$1,537.22	<b>\$52,777.74</b>
Maywood	5.32%	\$29,274.31	\$78,609.86	\$107,884.17	\$3,236.53	<b>\$111,120.69</b>	\$35,961.39	\$1,078.84	<b>\$37,040.23</b>	\$35,961.39	\$1,078.84	<b>\$37,040.23</b>	\$35,961.39	\$1,078.84	<b>\$37,040.23</b>
Vernon	23.25%	\$127,937.54	\$78,609.86	\$206,547.40	\$6,196.42	<b>\$212,743.82</b>	\$106,796.11	\$3,203.89	<b>\$110,000.00</b>	\$49,875.65	\$1,496.26	<b>\$51,371.91</b>	\$49,875.65	\$1,496.26	<b>\$51,371.91</b>
	100.00%								<b>\$0.00</b>			<b>\$0.00</b>			<b>\$0.00</b>
									<b>\$0.00</b>			<b>\$0.00</b>			<b>\$0.00</b>
<b>TOTALS:</b>		<b>\$550,269.00</b>	<b>\$550,269.00</b>	<b>\$1,100,538.00</b>	<b>\$33,016.14</b>	<b>\$1,133,554.14</b>			<b>\$655,857.60</b>			<b>\$238,848.27</b>			<b>\$238,848.27</b>

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

# ATTACHMENT "B"



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- 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.

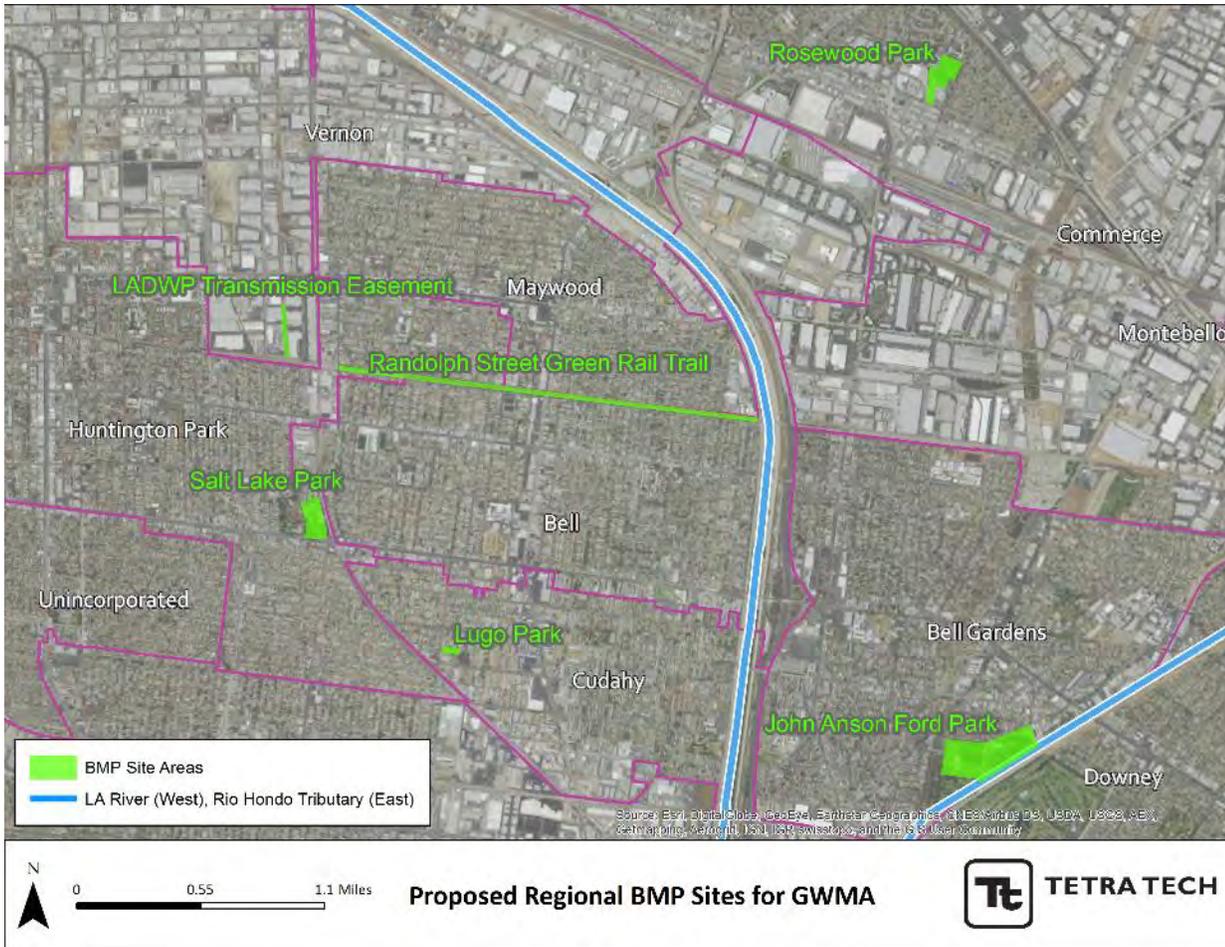


Figure 1-1. Location Map of Regional BMP Project Site Locations

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
<b>Total</b>	<b>8,321</b>	

## 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 90<sup>th</sup> 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.

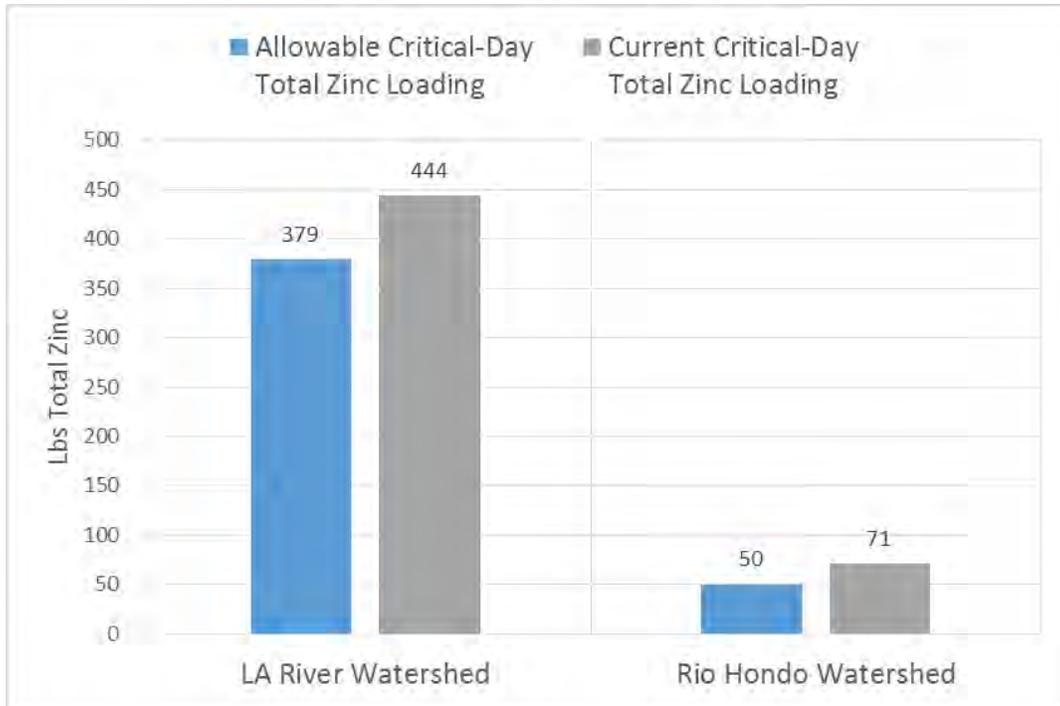


Figure 2-2 Current and Allowable Critical-Day Total Zinc Loading

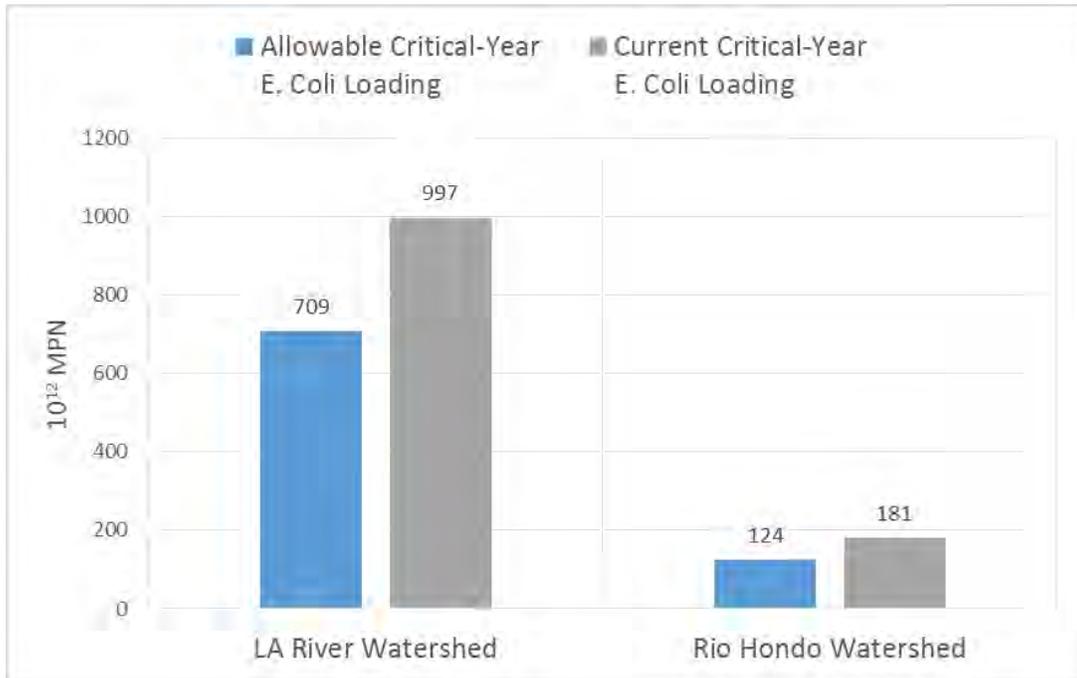


Figure 2-1. Current and Allowable Critical-Year *E. Coli* Loading

## 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.

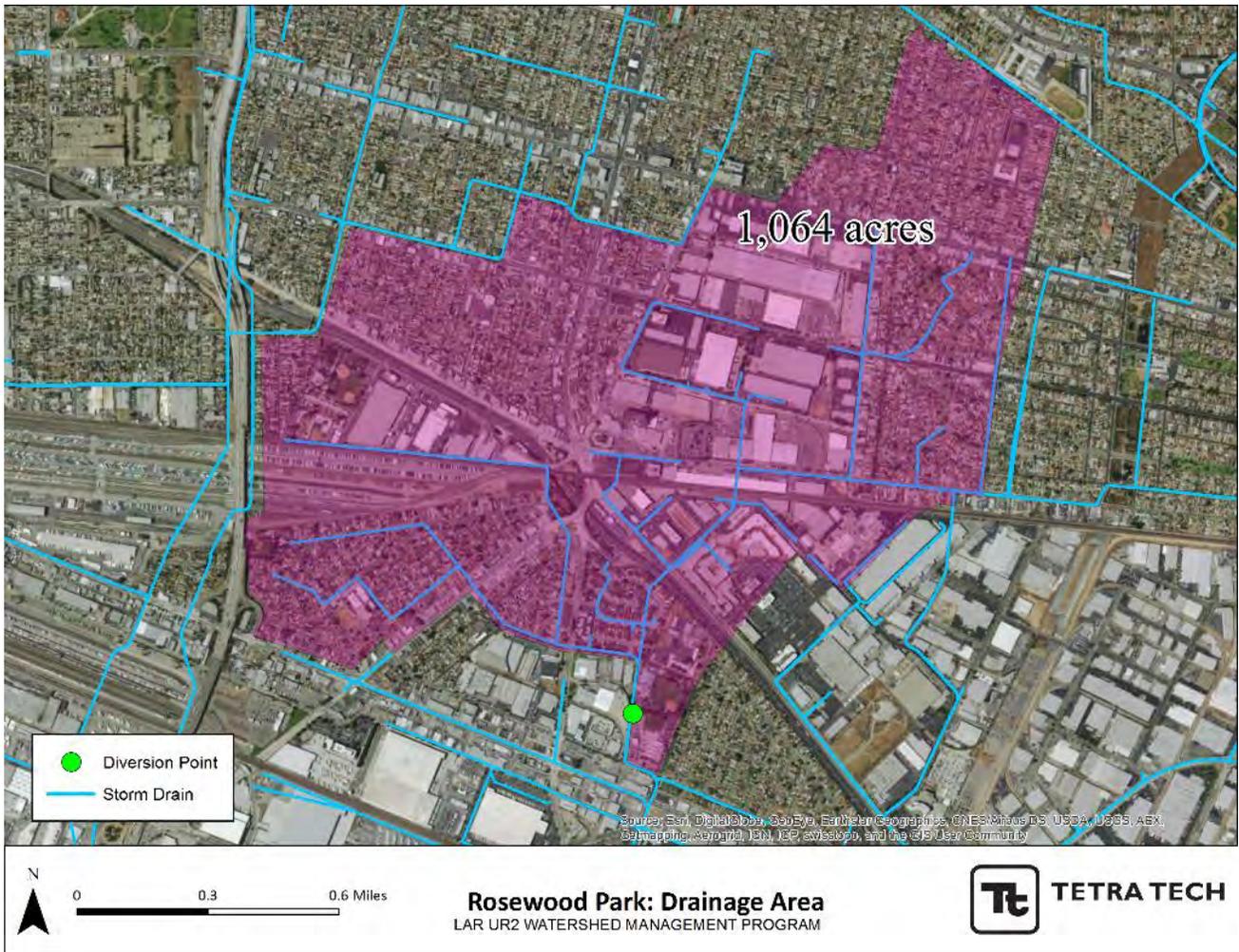


Figure 3-3. Rosewood Ford Park Drainage Area and Location

### 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.

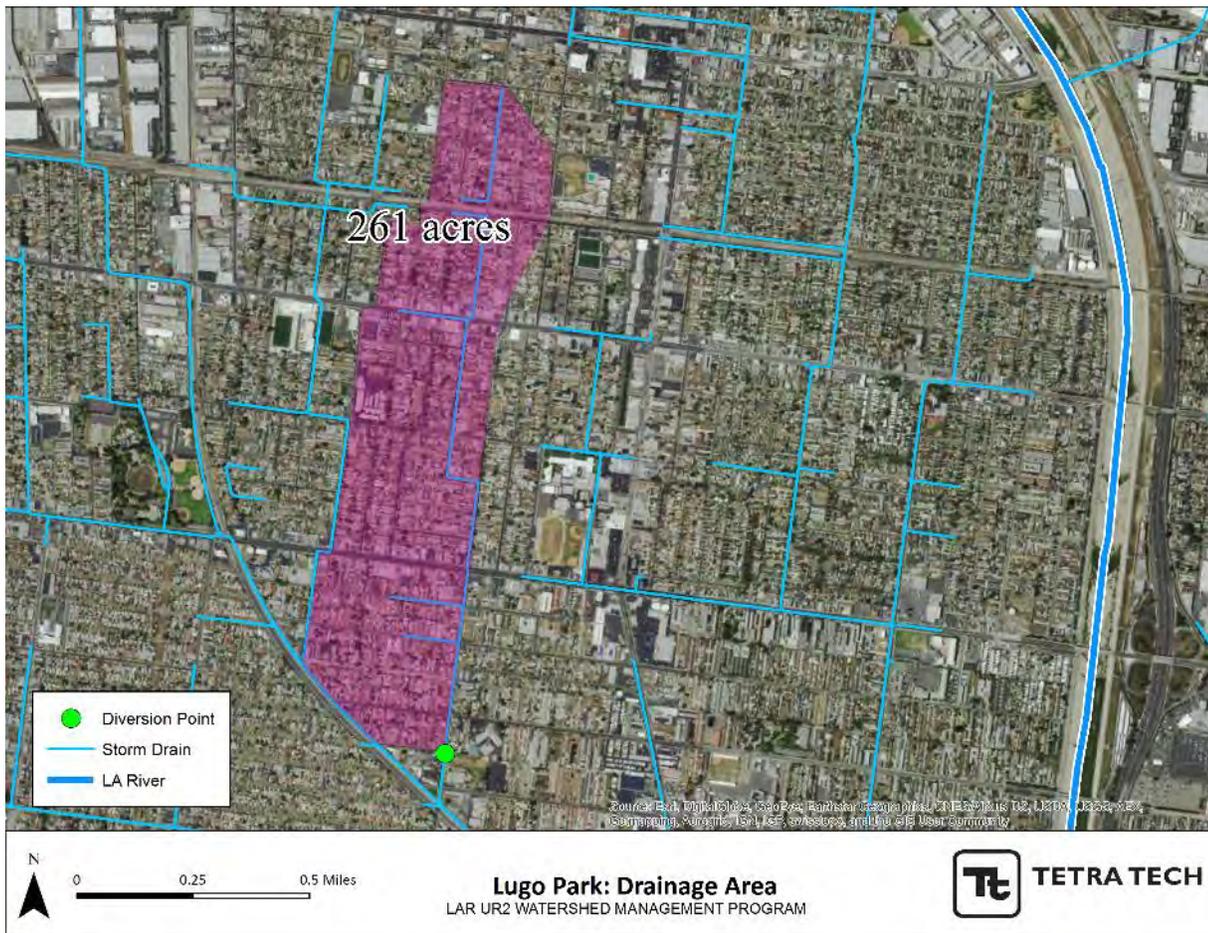


Figure 3-4. Lugo Park Drainage Area and Location

### 3.1.4 Randolph Street Green Rail Trail, Maywood & Huntington Park

The BMPs proposed along the rail easement on Randolph Street extend through points in the Cities of Maywood and Huntington Park. The BMP drainage areas extent into the City of Vernon. The drainage area in Maywood is included in the nested drainage areas, described below. Due to restrictions to construction access to the railroad easement, this BMP site is omitted from the final BMP configuration for the GMWA. The design analysis in Section 6 indicates that the GWMA can still achieve its pollution compliance targets with the remaining five BMP sites.

### 3.1.5 Nested BMPs: LADWP Transmission Easement and Salt Lake Park

The drainage areas of the proposed BMPs at the LADWP Transmission Easement in the City of Vernon and at Salt Lake Park in the City of Huntington Park overlap, such that the pollution and volume capture design considerations for the two sites will be interdependent on the respective upstream and downstream BMP's performance. Salt Lake Park is downstream of a 1,584-acre watershed, which drains through the upstream storm drain system (Figure 3-5). The entirety of the LADWP Transmission drainage area is situated within the drainage network upstream of Salt Lake Park (Figure 3-6). The optimized configurations of these two BMP sites is discussed in depth in the following sections.

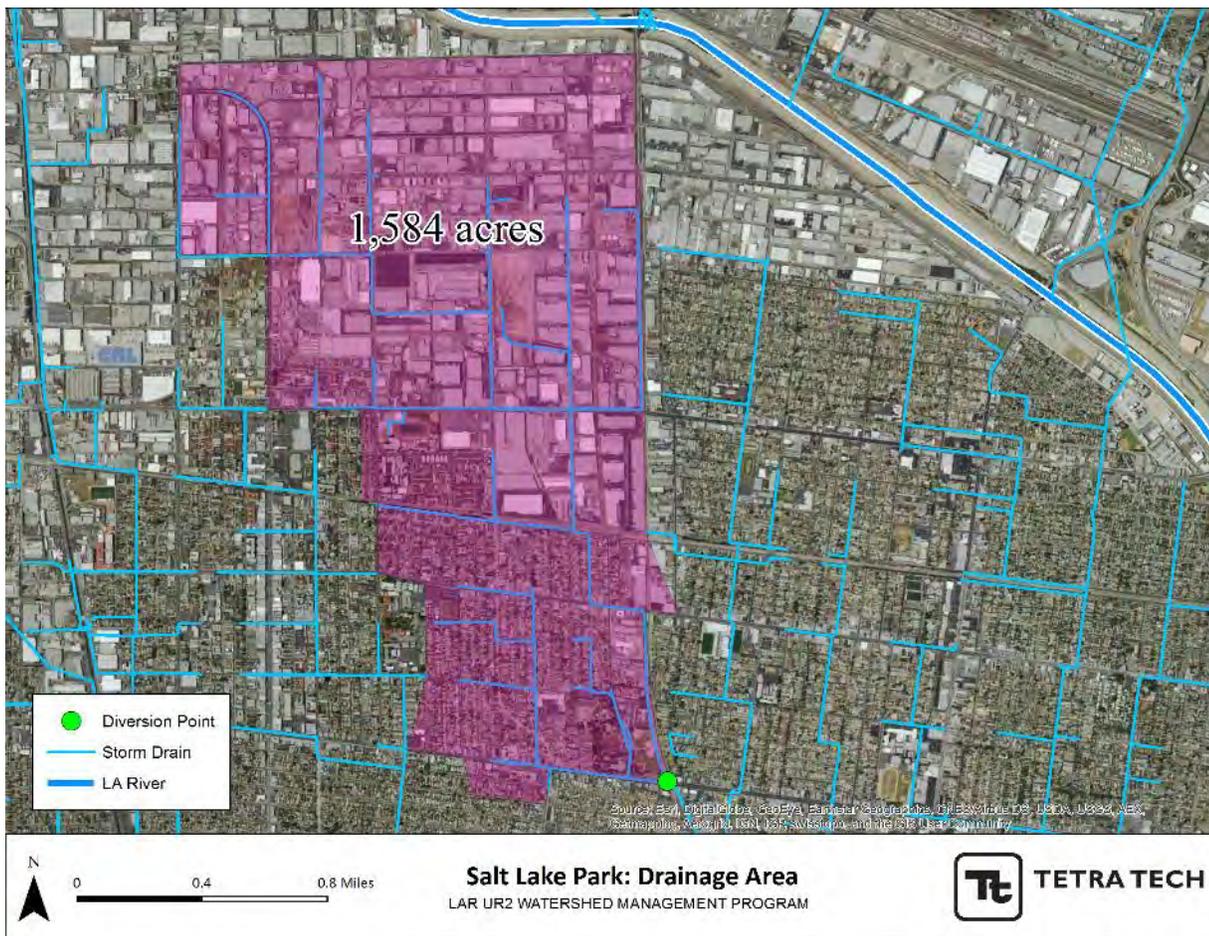


Figure 3-5. Full Salt Lake Park Drainage Area

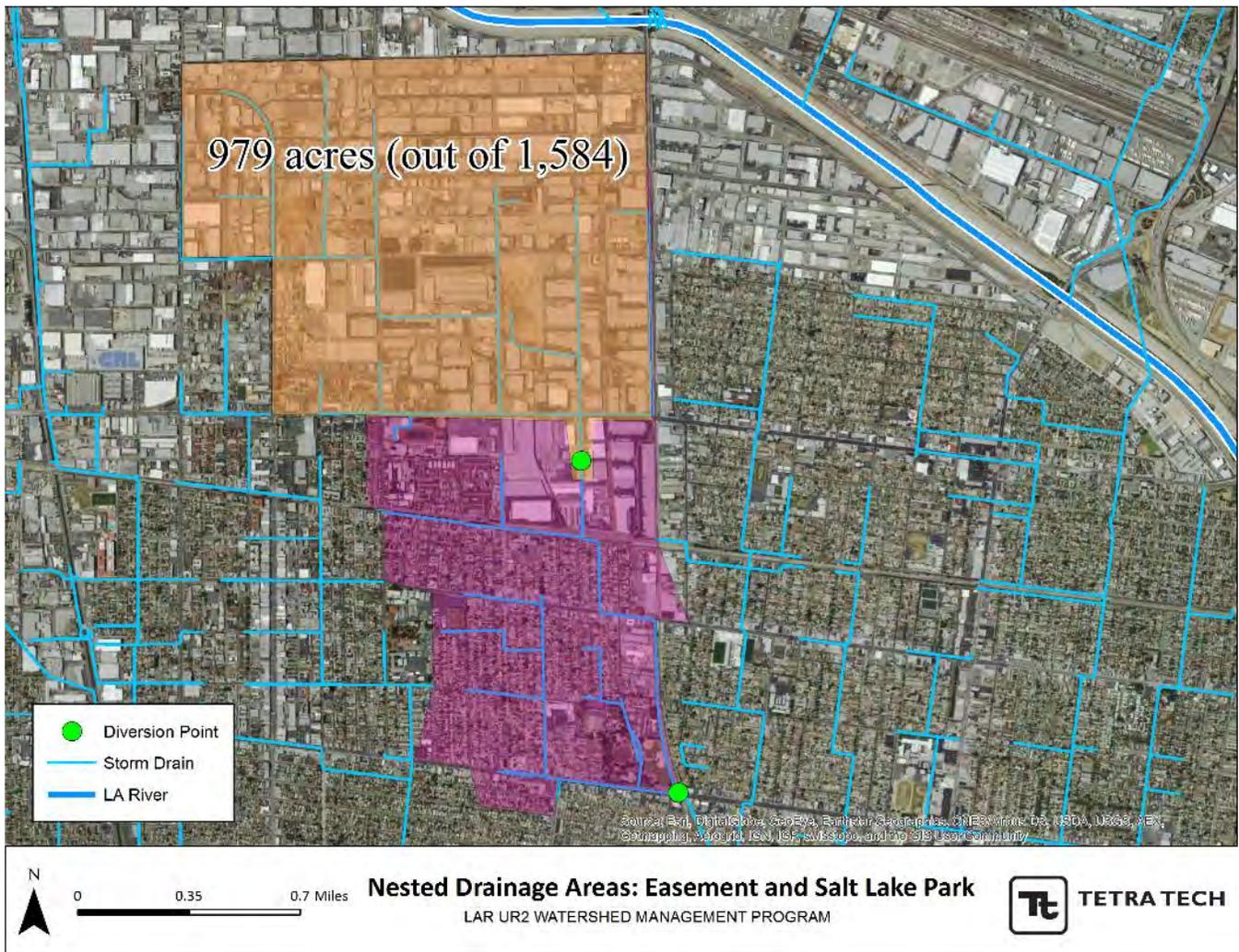


Figure 3-6. LADWP Transmission Easement Drainage Area, Nested within Salt Lake Park Drainage Area

## 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 90<sup>th</sup> Percentile Critical Conditions

Watershed	Critical Day Total Zinc (lb) (Limiting for Rio Hondo)			Critical- Year <i>E. Coli</i> (10 <sup>12</sup> 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 &amp; distributed BMPs projected in WMP

Control Measure	Critical Day Total Zinc Reduction (lb)		Critical Year <i>E.Coli</i> Reduction (10 <sup>12</sup> 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
<b>Minimum Reduction for Regional BMPs</b>	<b>0</b>	<b>13.2</b>	<b>49.7</b>	<b>36.9</b>

### 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 13<sup>th</sup>, 2016 and at the Randolph Green Rail Trail and the LA DWP Transmission Easement on October 4<sup>th</sup> and 5<sup>th</sup>, 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.

Diversion Rate (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 90<sup>th</sup> percentile critical day for zinc and the 90<sup>th</sup> percentile critical year for *E. Coli*.

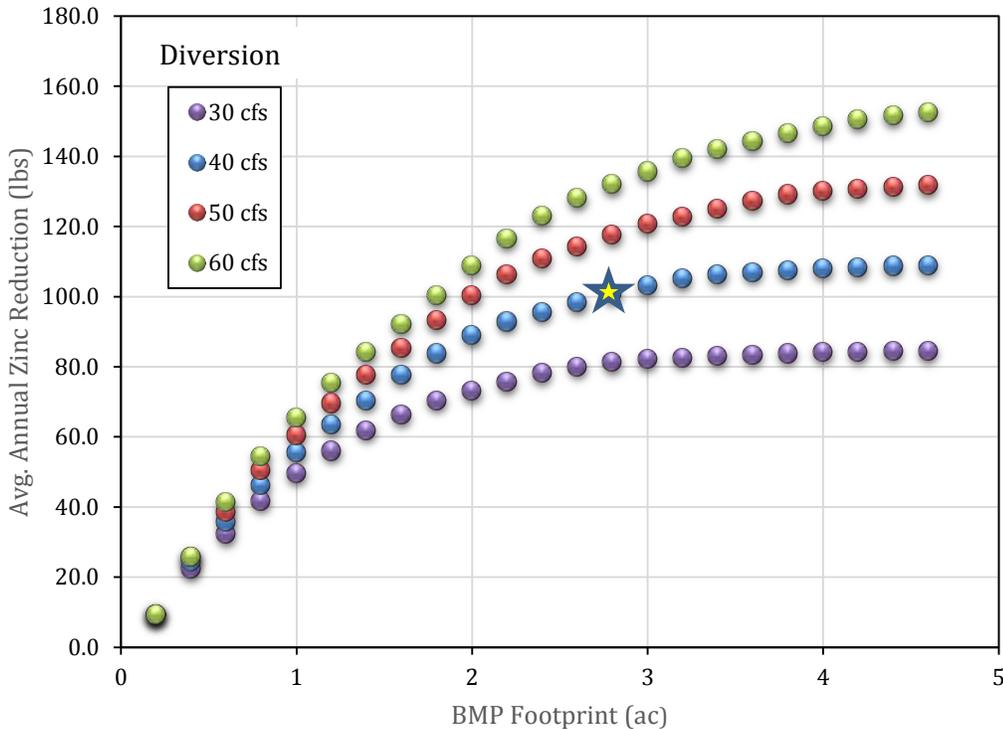


Figure 4-2. Avg. Annual Zinc Reduction vs. BMP Footprint at Rosewood Park

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 90<sup>th</sup> 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 <sup>12</sup> 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 <sup>1</sup>	3.2	32		21.6	15.4
Lugo Park	1.4	14	20	1.2	8.2
Randolph Street (Maywood)	-		-	-	-
Randolph Street (Huntington Park)	-		-	-	-
			<b>Total</b>	<b>51.4</b>	<b>115.8</b>

<sup>1</sup> 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.

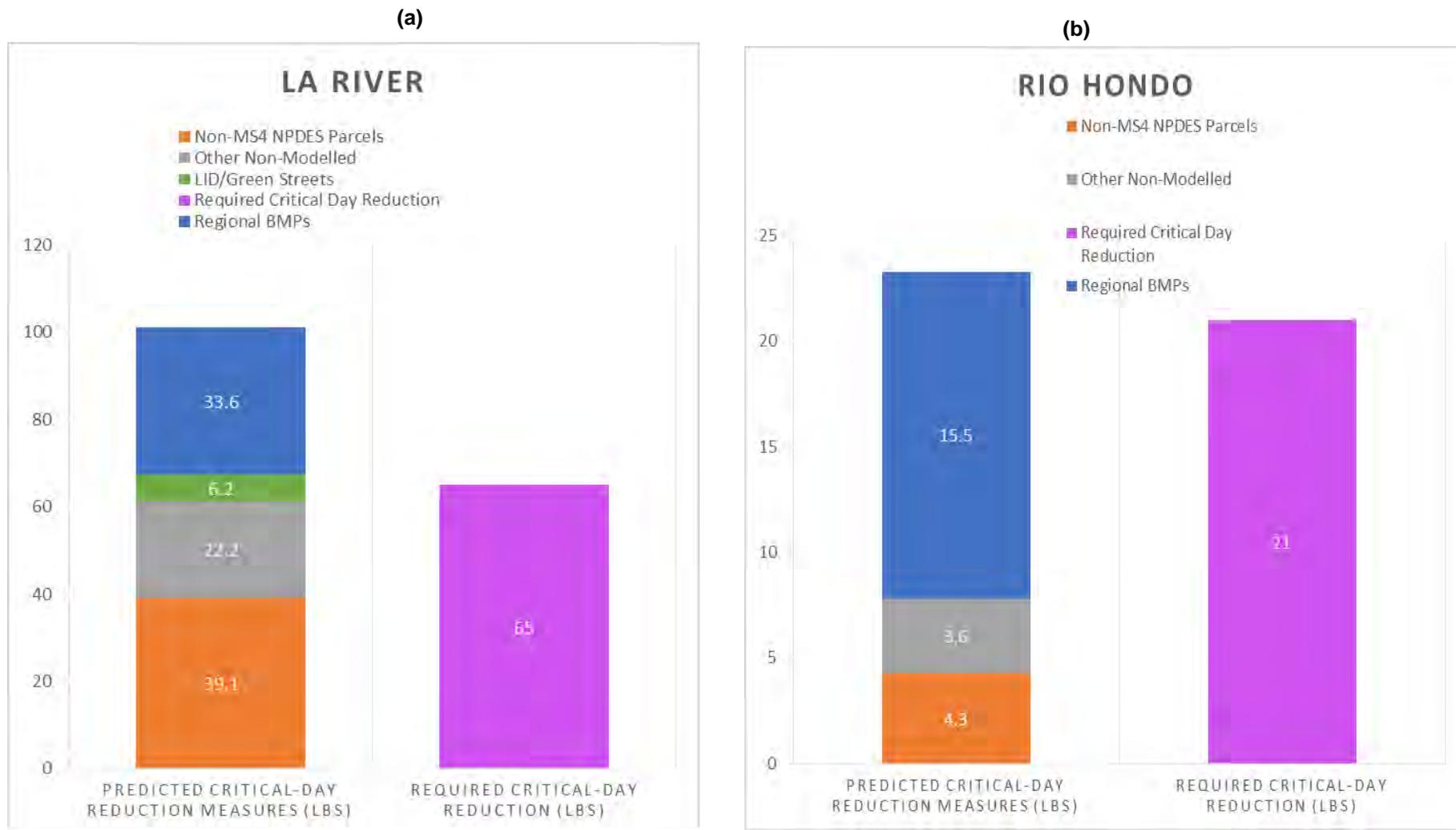


Figure 4-3. Zinc Reduction from LA River (a) and Rio Hondo (b) watersheds

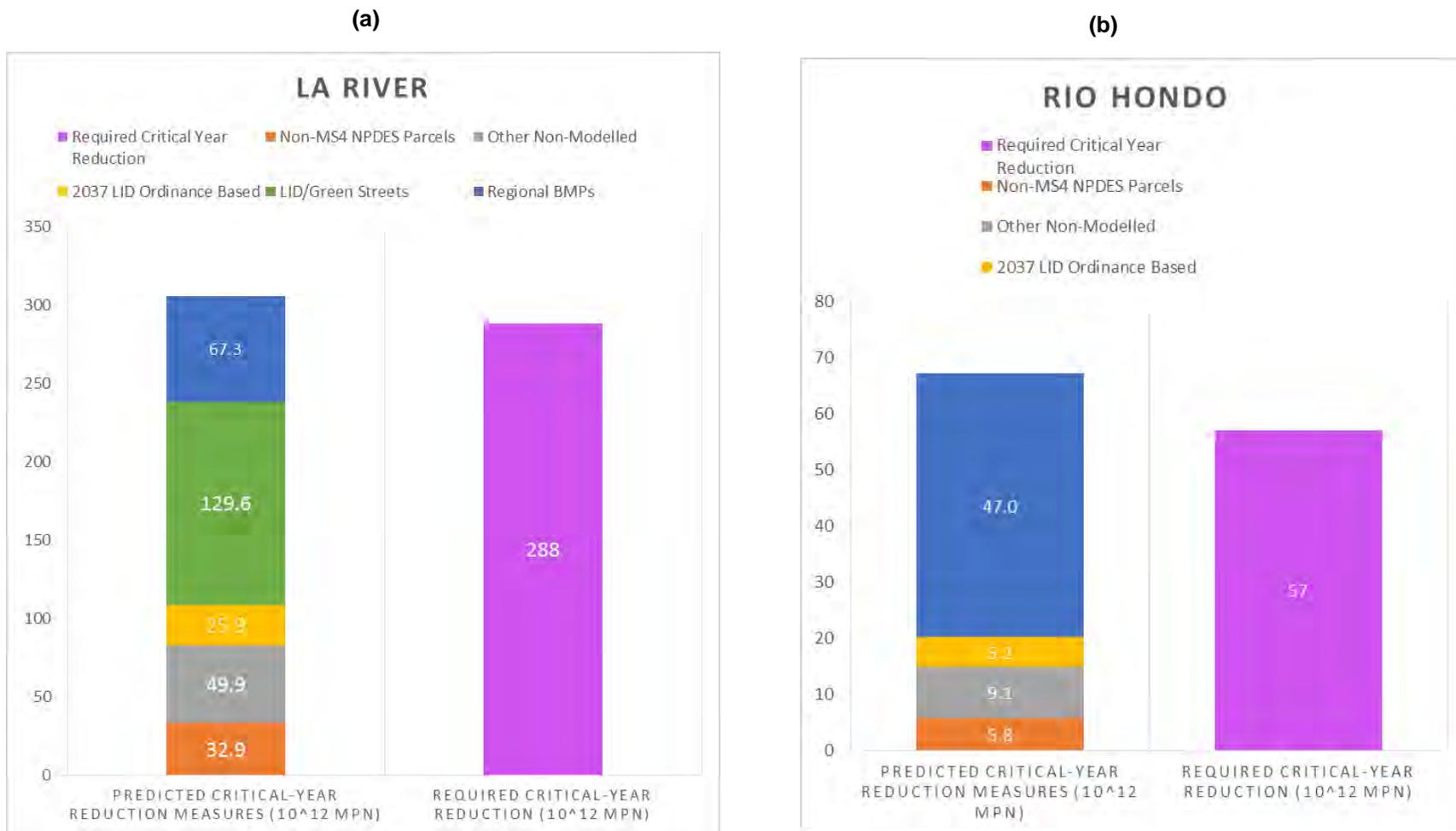


Figure 4-4. *E. Coli* Reduction from LA River (a) and Rio Hondo (b) watersheds.

## 4.2 REGIONAL BMP CHARACTERISTICS

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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.

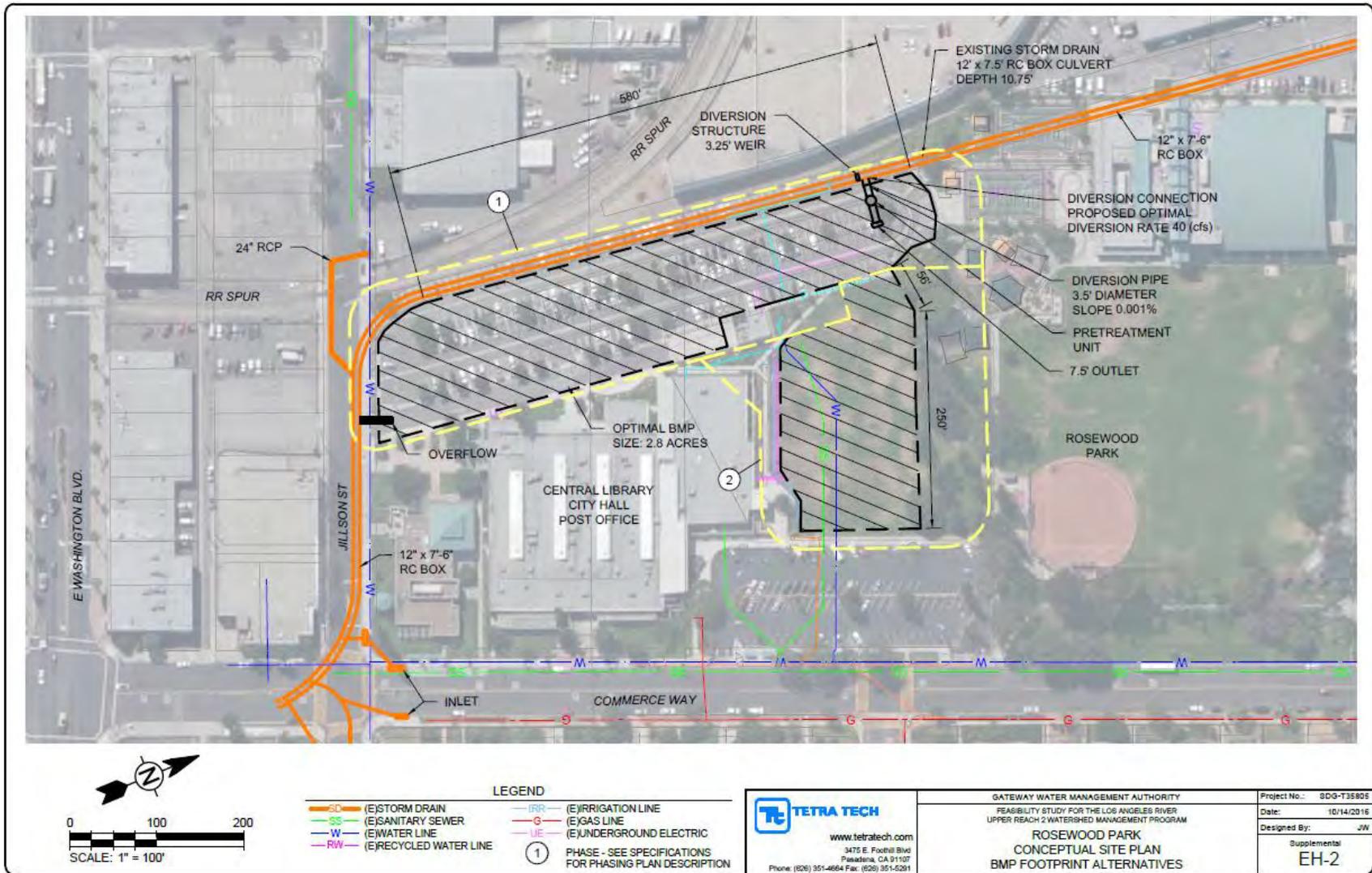


Figure 4-5. Rosewood Park Site BMP Layout

## 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

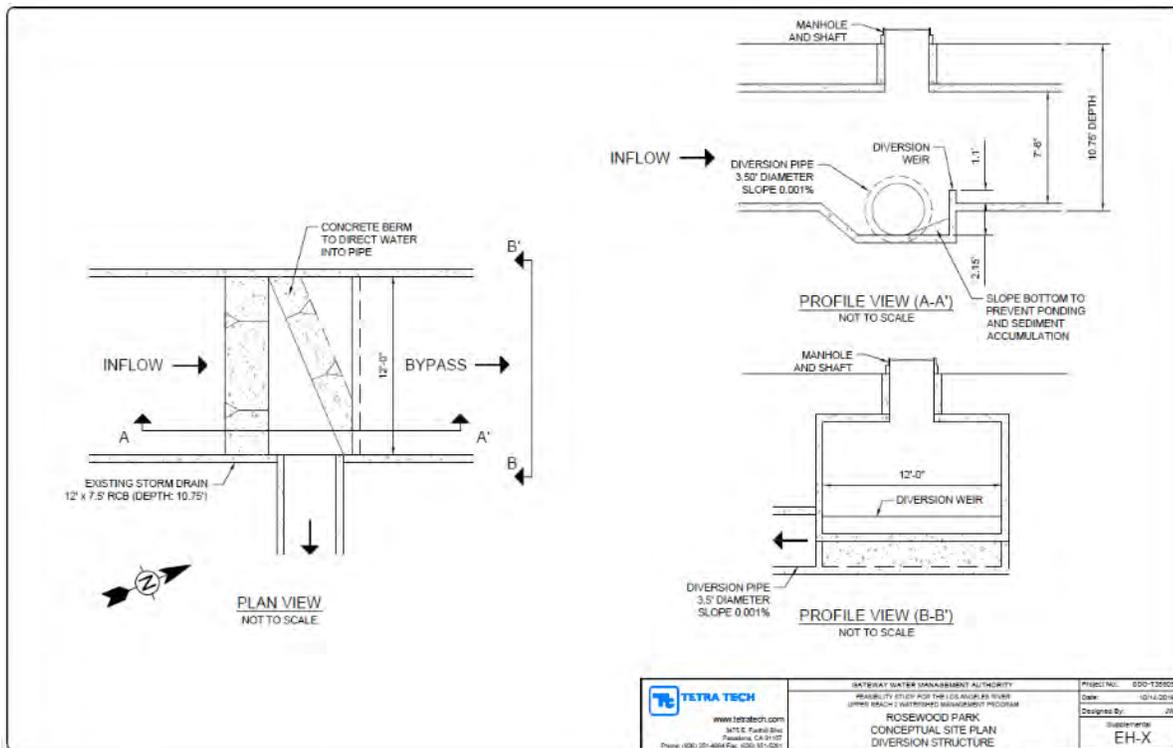
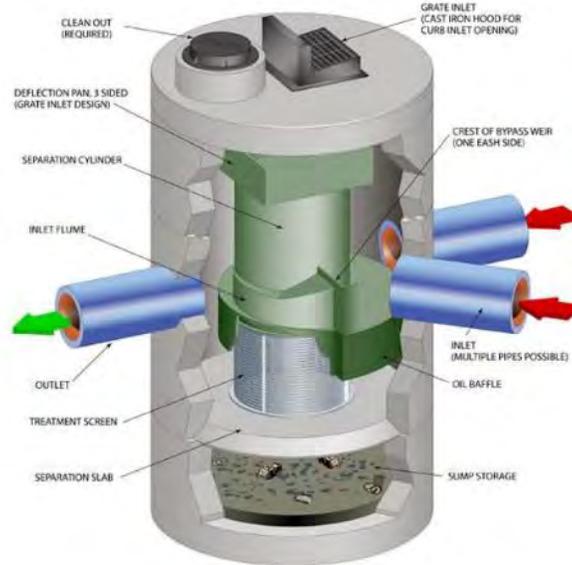


Figure 4-6. Proposed diversion structure.

### 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.

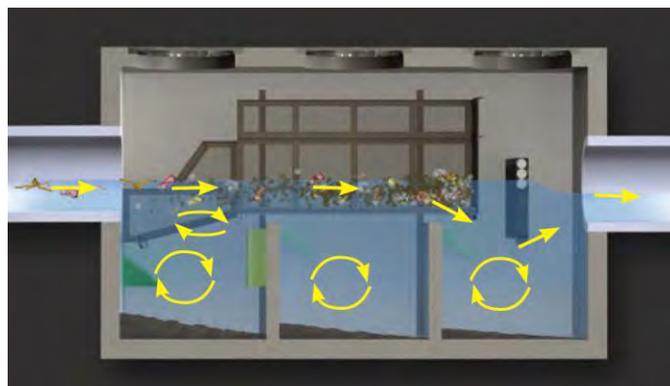
Two types of pretreatment devices are being considered for the project: a hydrodynamic separator and a baffle box type. The final selection will be made during the detailed design phase of the project. A typical hydrodynamic separator collects stormwater runoff on one or more sides of the structure then 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.

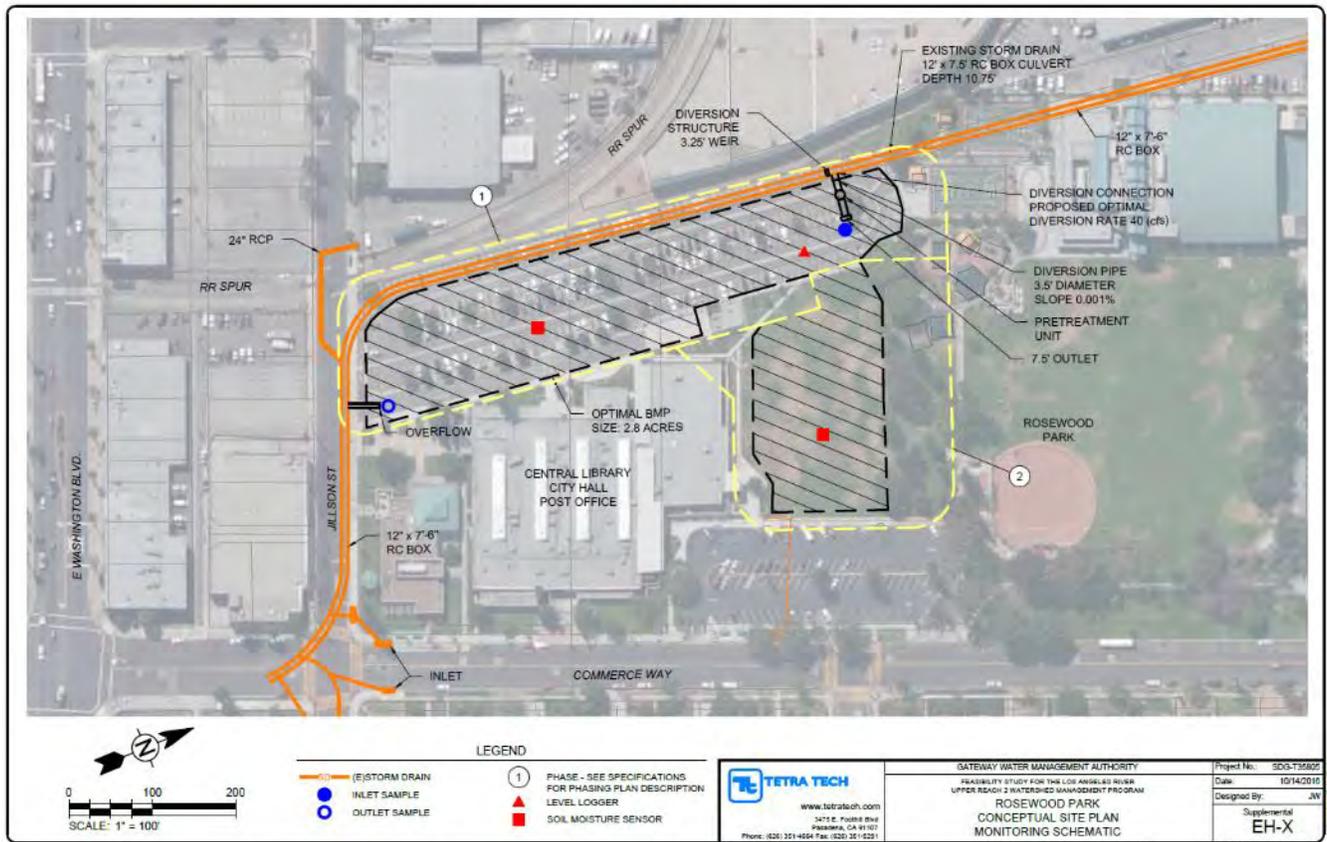


Figure 5-1. Monitoring plan for Rosewood Park.

## 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 <sup>12</sup> 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
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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 <sup>12</sup> MPN)	\$/10 <sup>12</sup> 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 &amp; Maintenance Costs

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

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

### 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
<b>TOTAL PROJECT IMPLEMENTATION COST</b>	<b>25</b>

## 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

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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

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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

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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**

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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**

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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

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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

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## 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.

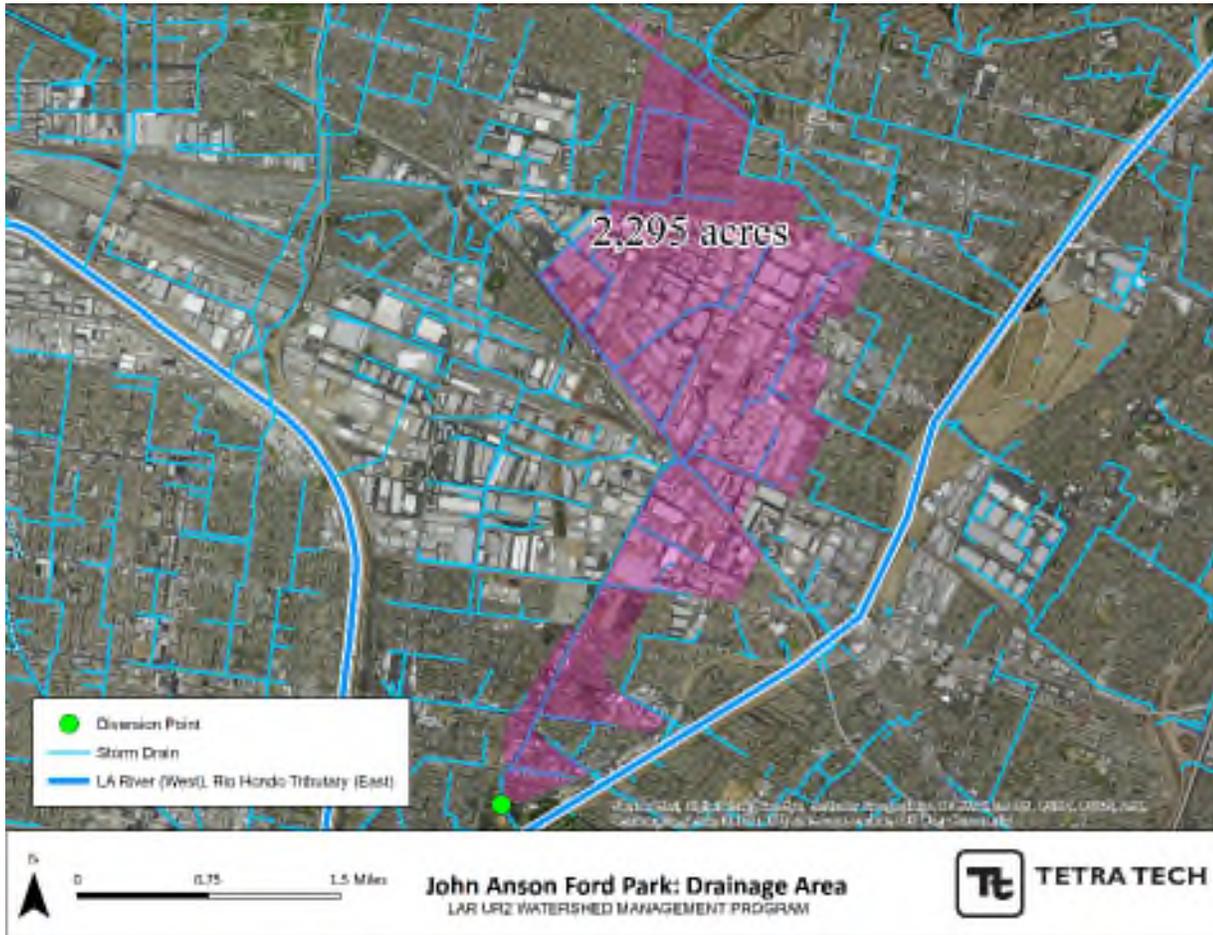


Figure 1-1. John Anson Ford Park Drainage Area and Location

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 90<sup>th</sup> percentile critical-day loading of Total Zinc, the limiting pollutant in the watershed, as well as 90<sup>th</sup> 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 90<sup>th</sup> Percentile Critical Conditions

Critical Day Total Zinc (lb) (Limiting for Rio Hondo)			Critical- Year <i>E. Coli</i> (10 <sup>12</sup> 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 <sup>12</sup> 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
<b>Minimum Reduction for Regional BMPs</b>	<b>13.2</b>	<b>36.9</b>

## 1.2 GEOTECHNICAL INVESTIGATION

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The geotechnical investigation was performed by Tetra Tech on July 12<sup>th</sup>, 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.



<p><b>TETRA TECH</b> 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><b>BORING LOCATION MAP</b> 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.

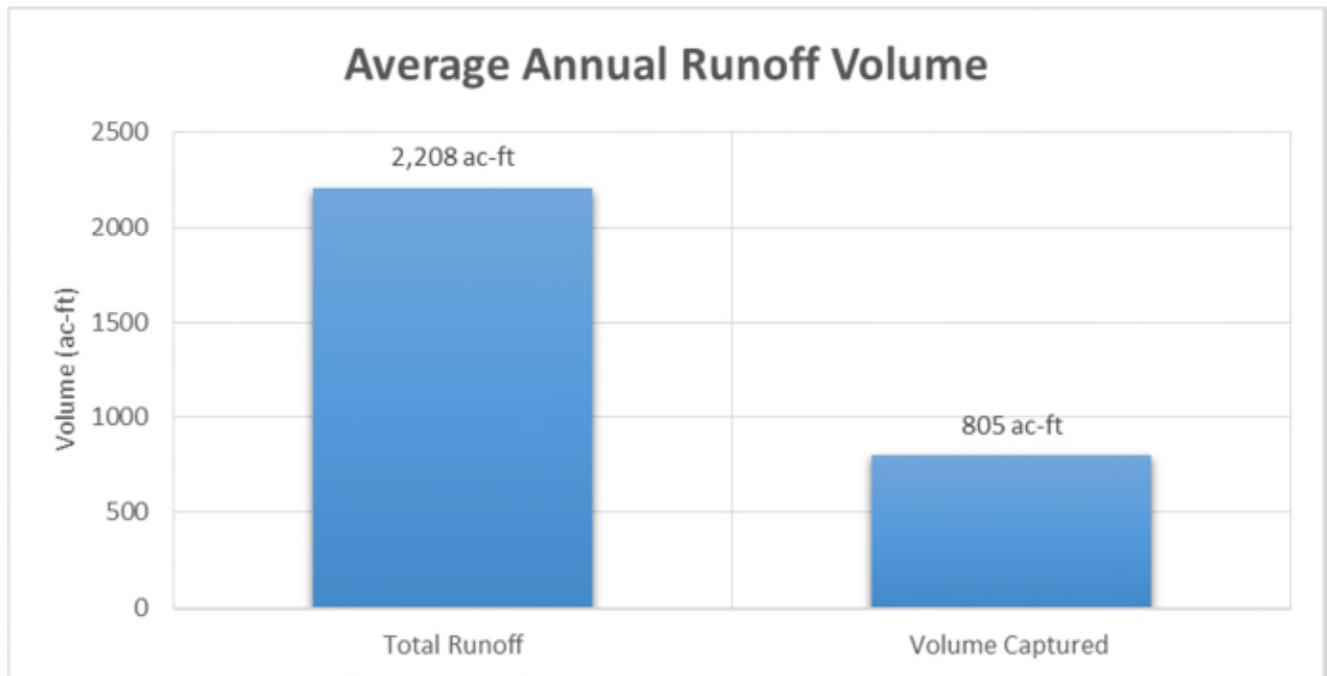


Figure 2-1. Average Annual Runoff Volume at John Anson Ford Park.

## 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.

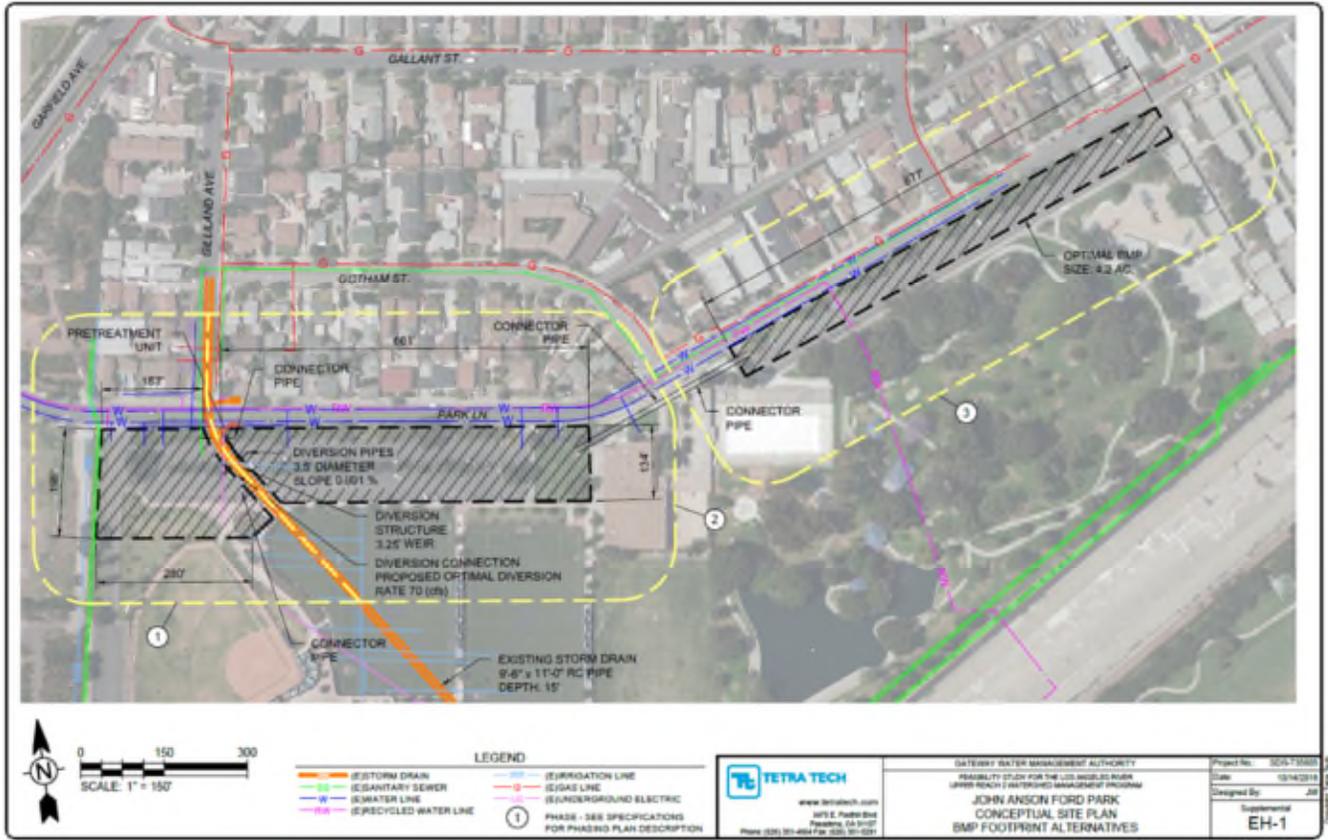


Figure 2-2 John Anson Ford Park Site BMP Layout.

## 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.

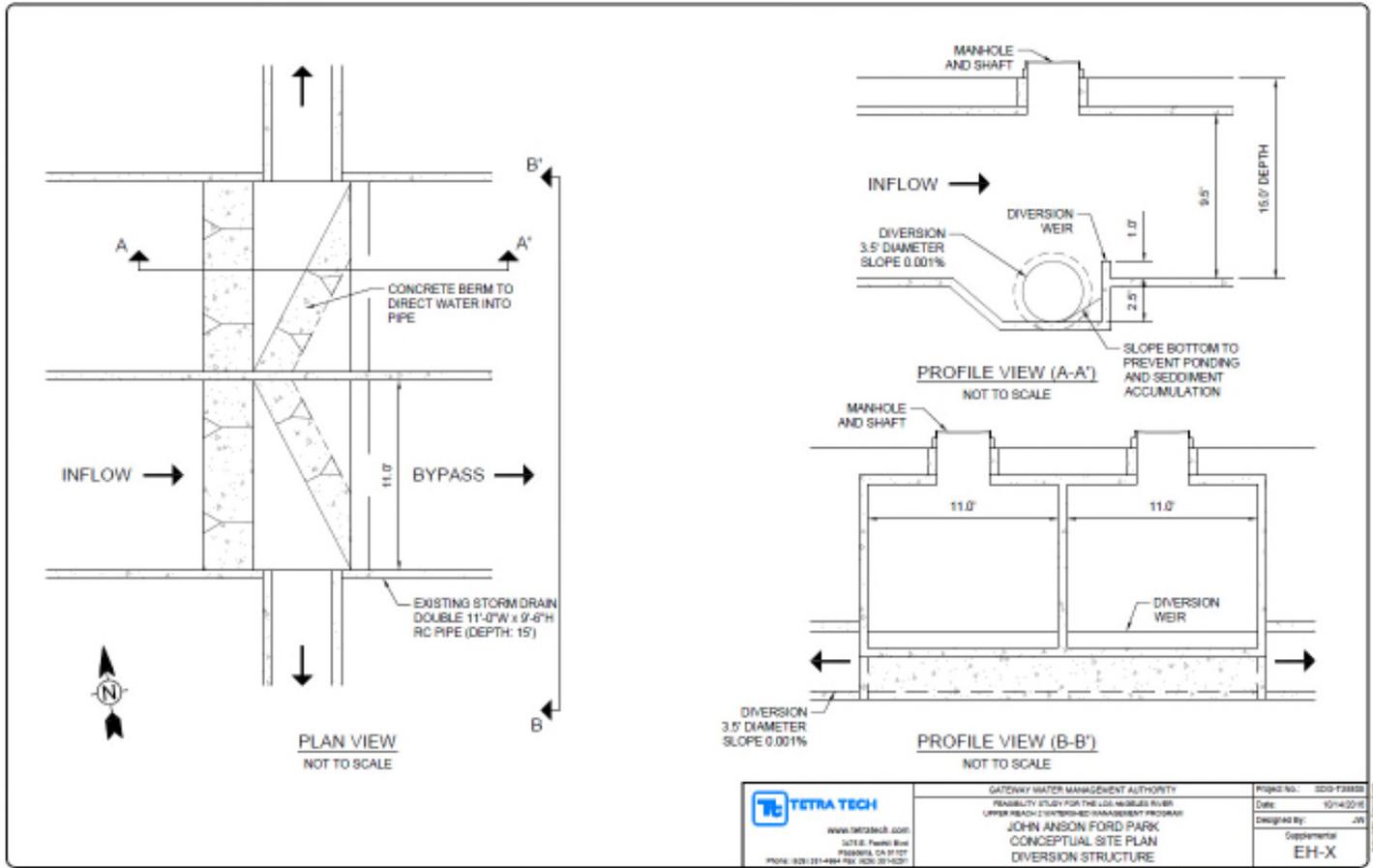
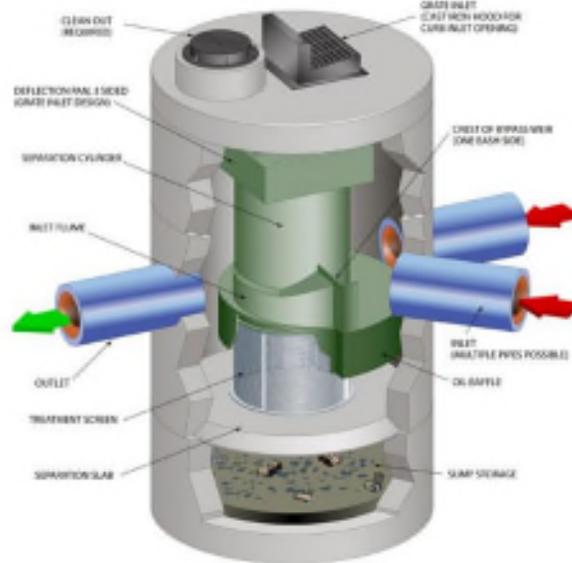


Figure 2-3. Diversion Structure at Proposed BMP Site

## 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.

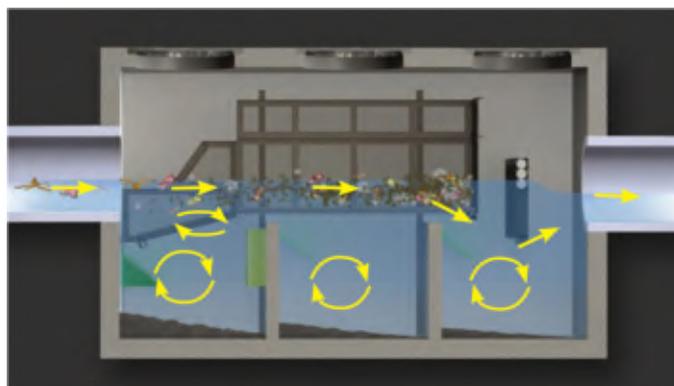
Two types of pretreatment devices are being considered for the project: a hydrodynamic separator and a baffle box type. The final selection will be made during the detailed design phase of the project. A typical hydrodynamic separator collects stormwater runoff on one or more sides of the structure then 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

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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.

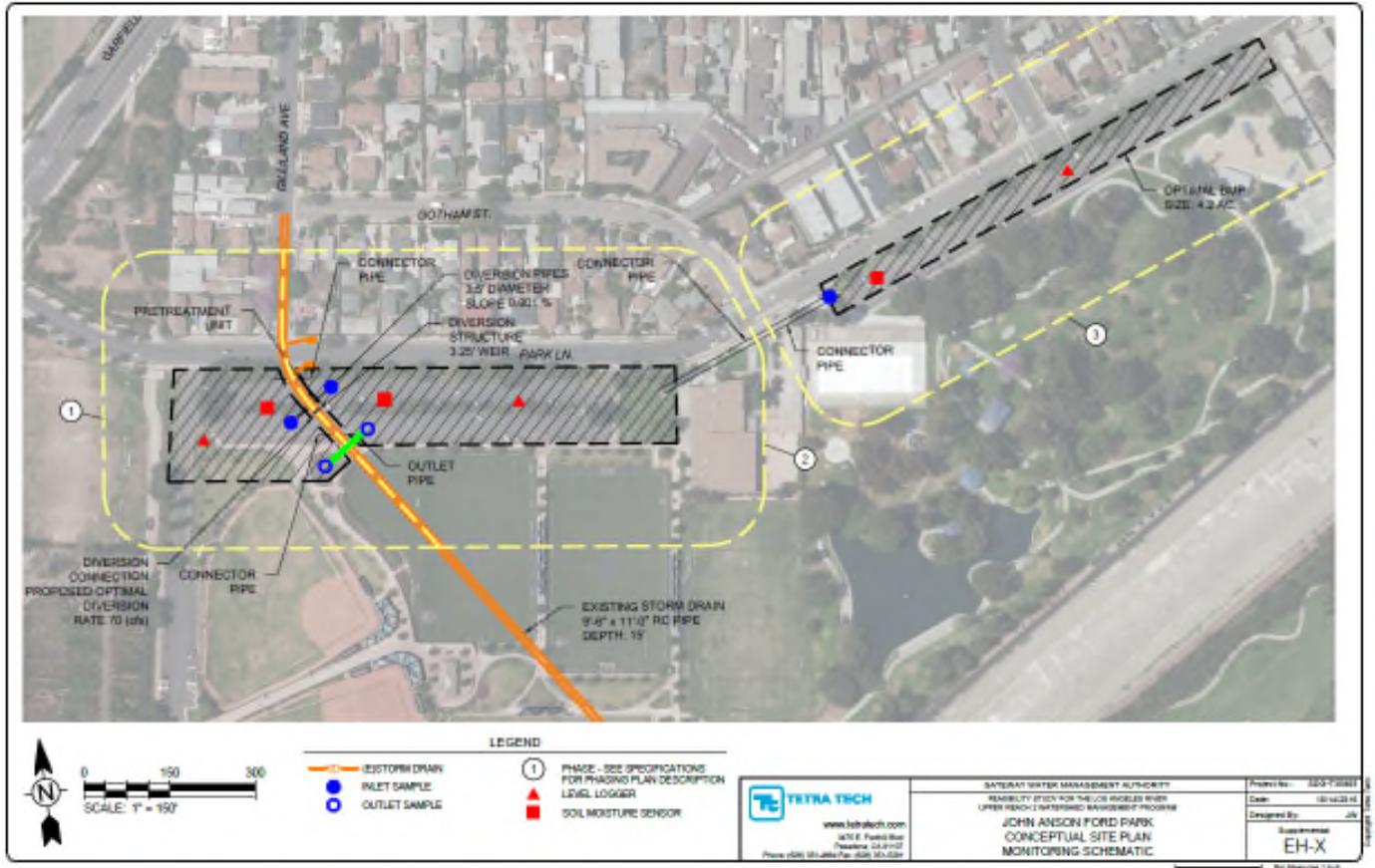


Figure 3-1. Monitoring Schematic for John Anson Ford Park.

## 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
<b>PHASE 1 - DESIGN DRAWINGS</b>	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
<b>PHASE 1 - BID &amp; AWARD</b>	10/27/19	4/25/20	130
<b>PHASE 1 - CONSTRUCTION - 1.1 acres</b>	4/26/20	12/5/20	160
<b>PHASE 2 - DESIGN DRAWINGS</b>	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
<b>PHASE 2 - BID &amp; AWARD</b>	4/13/21	10/11/21	130
<b>PHASE 2 - CONSTRUCTION - 1.9 acres</b>	10/12/21	12/5/22	300
<b>PHASE 3 - DESIGN DRAWINGS</b>	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
<b>PHASE 3 - BID &amp; AWARD</b>	8/4/22	2/1/23	130
<b>PHASE 3 - CONSTRUCTION - 1.2 acres</b>	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
<b>Capital Cost Subtotal</b>	<b>\$10,661,504</b>	<b>\$17,841,411</b>	<b>\$13,108,609</b>

### 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
<b>Miscellaneous</b>				<b>\$211,153</b>
Mobilization / Demobilization (3% of Costs)	1	LS	\$201,153.00	\$201,153
Traffic Control	1	LS	\$10,000.00	\$10,000
<b>Storm Drain Diversion and Pretreatment</b>				<b>\$227,605</b>
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
<b>Site Preparation and Demolition - Existing Park Area</b>				<b>\$159,007</b>
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
<b>Storage</b>				<b>\$5,829,343</b>
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
<b>Electrical Service, Controls, Instrumentation</b>				<b>\$106,800</b>
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
<b>Landscape and Irrigation Modifications</b>				<b>\$69,340</b>
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
<b>Site Amenities and Improvements</b>				<b>\$287,989</b>
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
<b>Start-up, Testing, Prepare Operations &amp; Maintenance Manuals, and Prepare Record Drawings</b>				<b>\$15,000</b>
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
<b>SUBTOTAL</b>				<b>\$6,906,237</b>
25% Contingency =				\$1,726,559.19
<b>TOTAL</b>				<b>\$8,632,796</b>

## 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
<b>Miscellaneous</b>				<b>\$346,618</b>
Mobilization / Demobilization (3% of Costs)	1	LS	\$336,618.00	\$336,618
Traffic Control	1	LS	\$10,000.00	\$10,000
<b>Storm Drain Diversion and Pretreatment</b>				<b>\$177,605</b>
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
<b>Site Preparation and Demolition - Existing Park Area</b>				<b>\$271,148</b>
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
<b>Storage</b>				<b>\$10,042,511</b>
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
<b>Electrical Service, Controls, Instrumentation</b>				<b>\$91,400</b>
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
<b>Landscape and Irrigation Modifications</b>				<b>\$94,075</b>
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
<b>Site Amenities and Improvements</b>				<b>\$498,831</b>
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
<b>Start-up, Testing, Prepare Operations &amp; Maintenance Manuals, and Prepare Record Drawings</b>				<b>\$35,000</b>
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
<b>SUBTOTAL</b>				<b>\$11,557,188</b>

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
<b>Miscellaneous</b>				<b>\$257,323</b>
Mobilization / Demobilization (3% of Costs)	1	LS	\$247,323.00	\$247,323
Traffic Control	1	LS	\$10,000.00	\$10,000
<b>Site Preparation and Demolition - Existing Park Area</b>				<b>\$204,175</b>
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
<b>Storage</b>				<b>\$7,474,226</b>
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
<b>Electrical Service, Controls, Instrumentation</b>				<b>\$60,000</b>
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
<b>Landscape and Irrigation Modifications</b>				<b>\$69,773</b>
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
<b>Site Amenities and Improvements</b>				<b>\$375,910</b>
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
<b>Start-up, Testing, Prepare Operations &amp; Maintenance Manuals, and Prepare Record Drawings</b>				<b>\$50,000</b>
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
<b>SUBTOTAL</b>				<b>\$8,491,406</b>

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.



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### 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

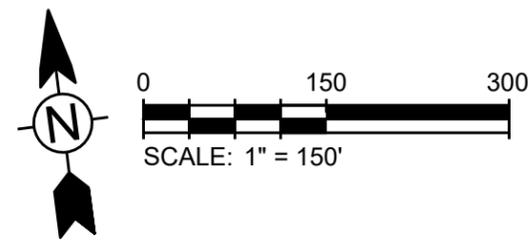
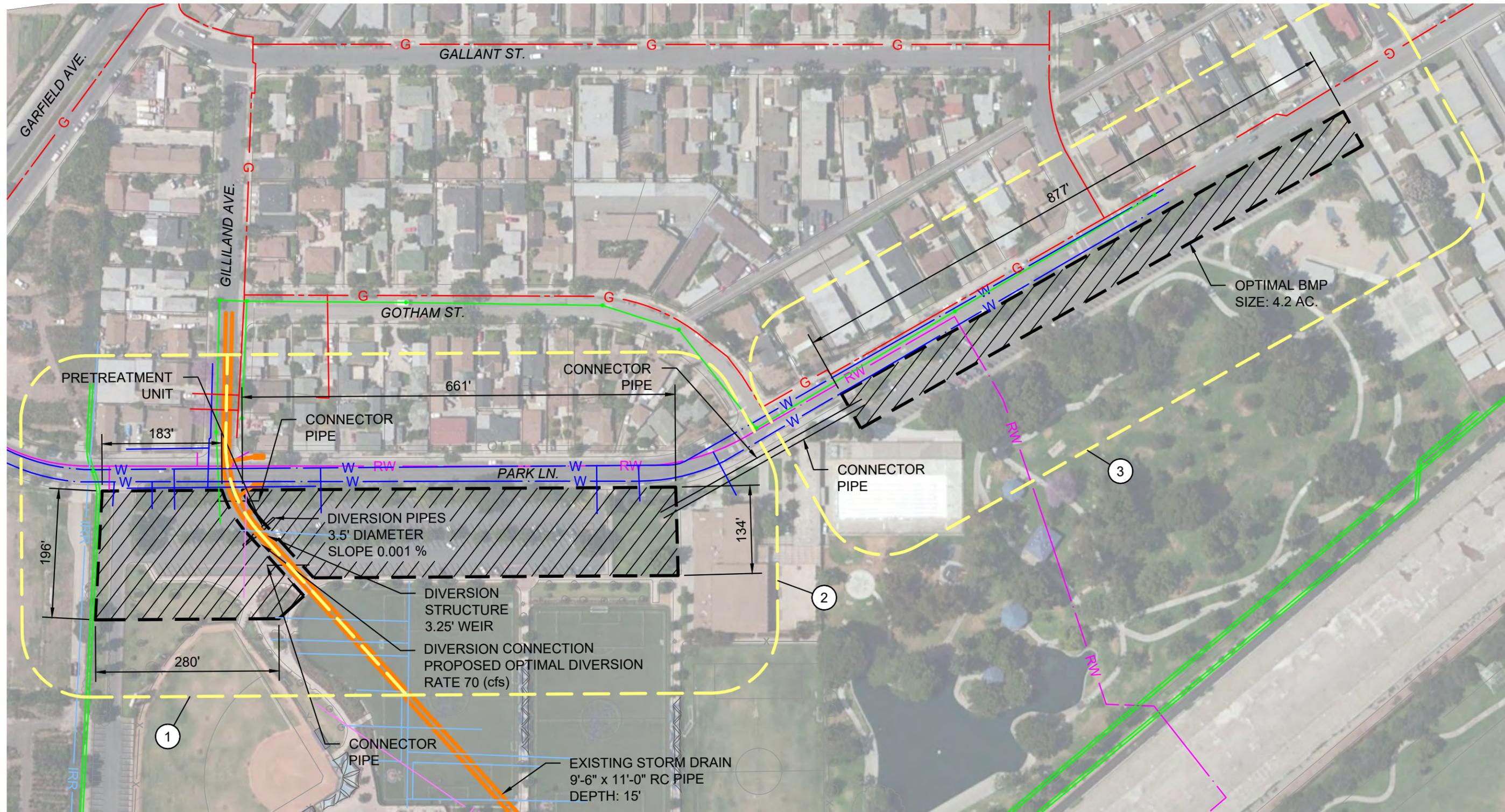
Client: Gateway Watershed Management Authority  
 Project: Feasibility Study for the Los Angeles River Upper Reach 2 WMP  
 John Anson Ford Park  
 Operations and Maintenance (Annual Estimate)

Prepared by: EA  
 Checked by: JLF

Date: Jan. 19, 2017

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

## EXHIBIT A: SITE PLAN



LEGEND	
<span style="color: orange;">—</span> SD	(E) STORM DRAIN
<span style="color: green;">—</span> SS	(E) SANITARY SEWER
<span style="color: blue;">—</span> W	(E) WATER LINE
<span style="color: magenta;">—</span> RW	(E) RECYCLED WATER LINE
<span style="color: blue;">—</span> IRR	(E) IRRIGATION LINE
<span style="color: red;">—</span> G	(E) GAS LINE
<span style="color: magenta;">—</span> UE	(E) UNDERGROUND ELECTRIC
①	PHASE - SEE SPECIFICATIONS FOR PHASING PLAN DESCRIPTION

**TETRA TECH**  
 www.tetrattech.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	
<b>EH-1</b>	

## 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

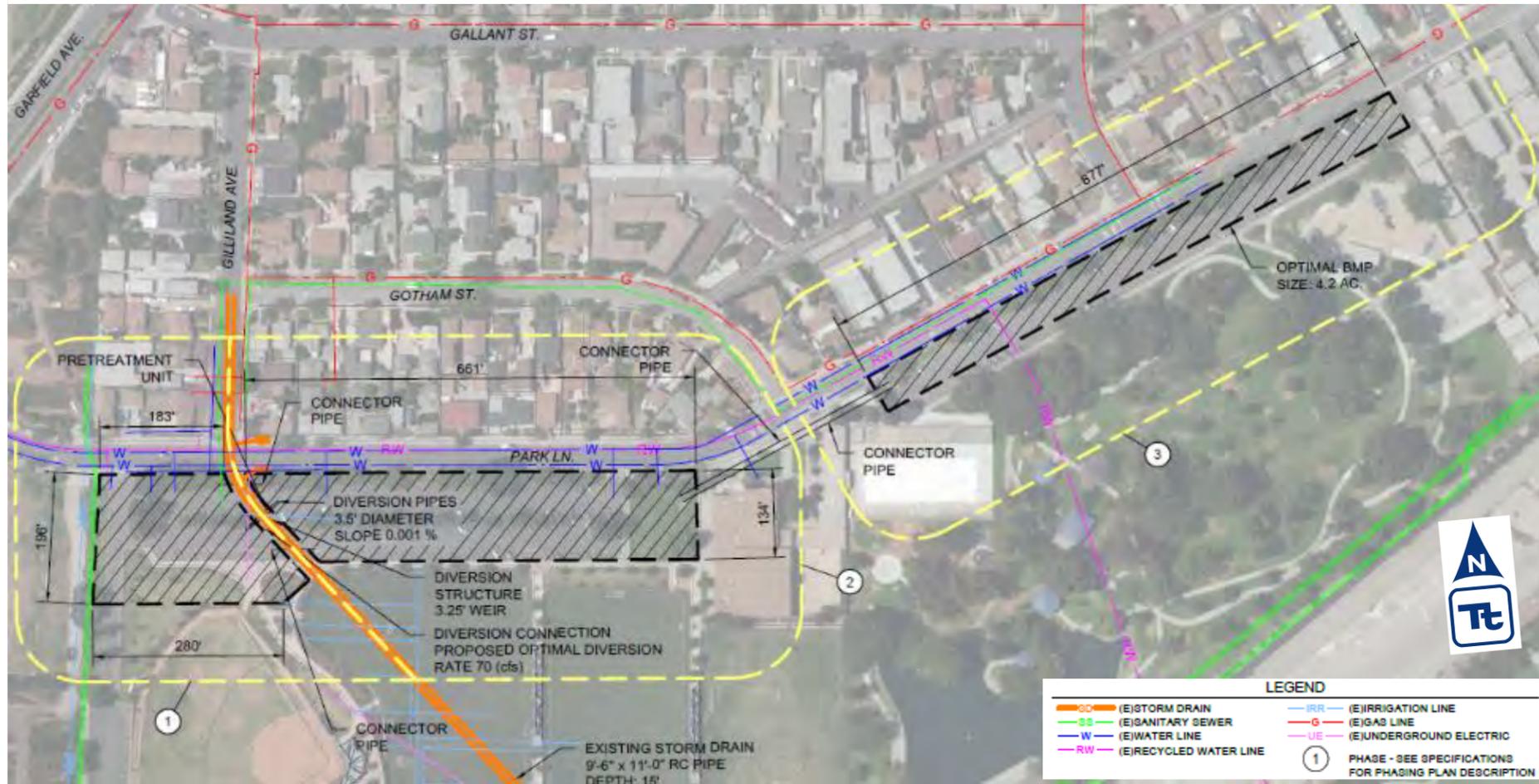
**Proposed BMP Description:** The proposed BMP will provide pollutant reduction and flood protection, with minimal interference with the sports complex within the park. The proposed BMP will be placed primarily beneath the parking lots on the northern edge of the park. The storage facility and diversion structure are designed to capture a significant portion of the 90<sup>th</sup> 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

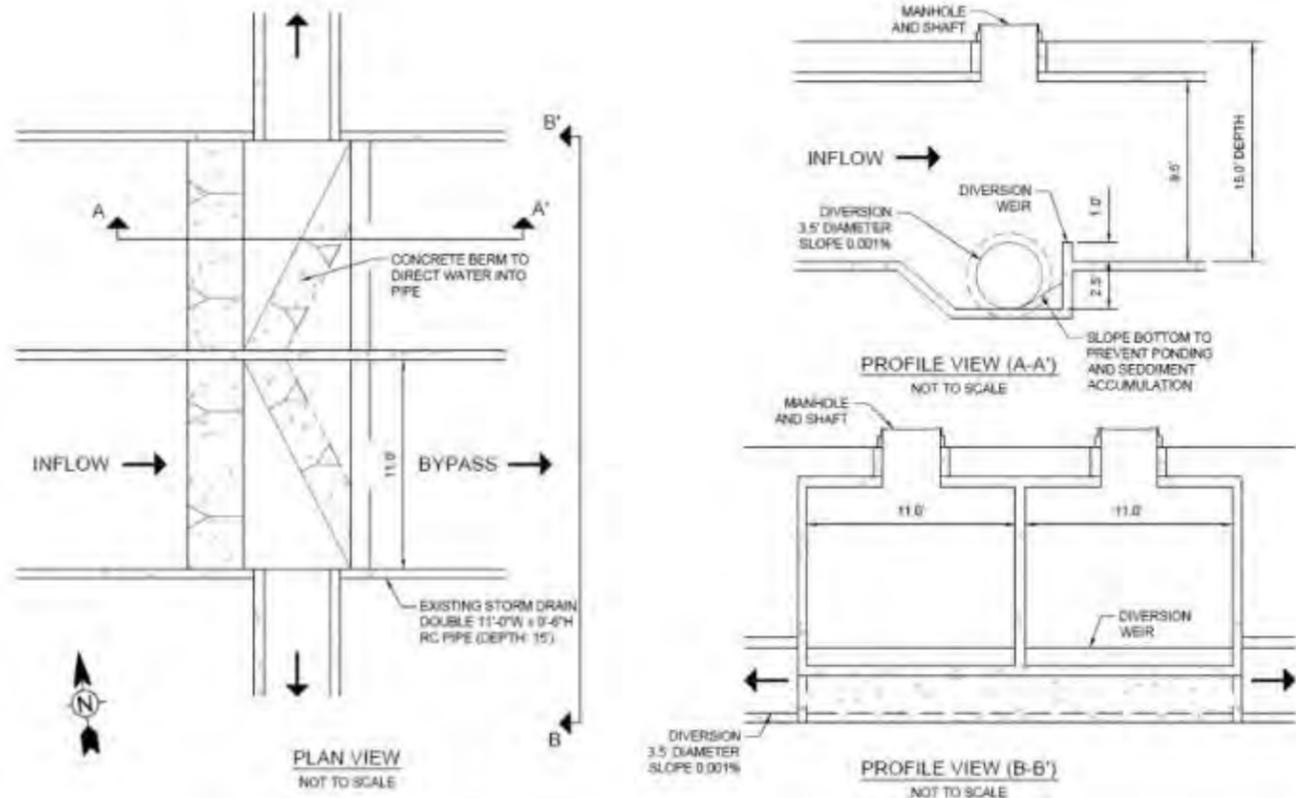


JOHN ANSON FORD PARK CONCEPTUAL SITE PLAN: BMP FOOTPRINT ALTERNATIVES



PROJECT CHARACTERISTICS	
DESIGN CRITERIA	90 <sup>TH</sup> %-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

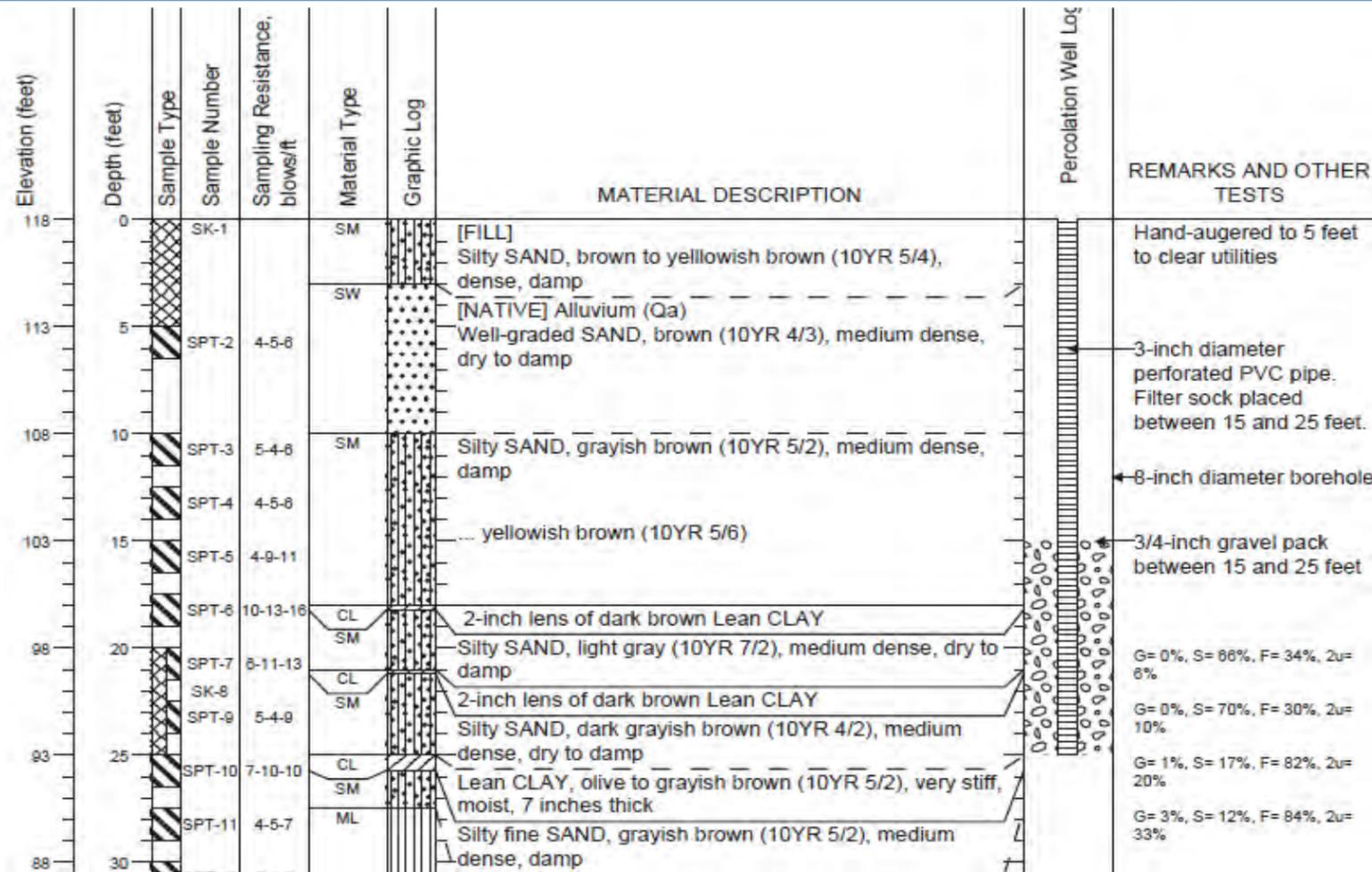
BEST MANAGEMENT PRACTICE CONCEPTUAL DESIGNS FOR  
JOHN ANSON FORD PARK: REGIONAL CONTROL MEASURE



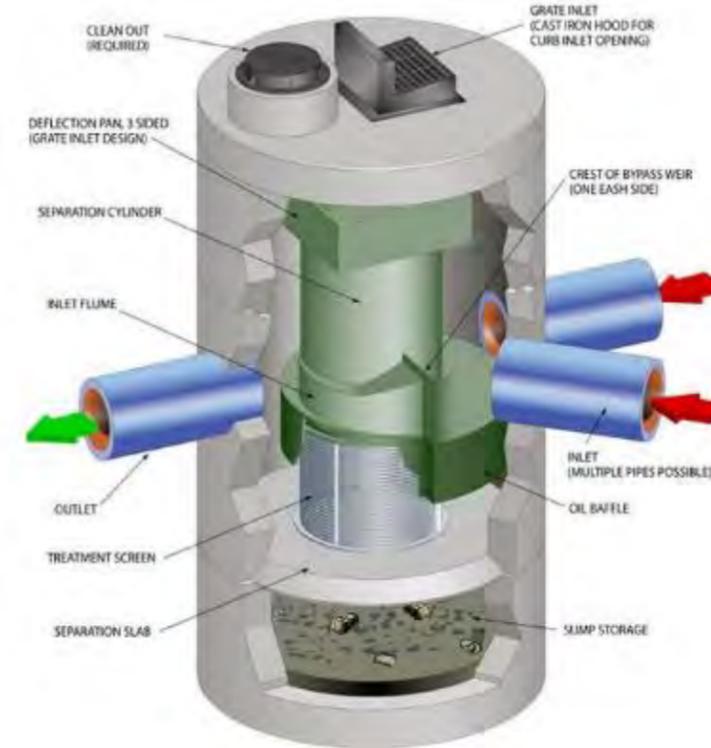


Description	Phase 1	Phase 2	Phase 3	Total
Miscellaneous	\$211,153	\$346,618	\$7,678,401	\$8,236,172
Storm Drain Diversion and Pretreatment	\$227,605	\$177,605	-	\$405,210
Site Preparation and Demolition - Existing Park Area	\$159,007	\$271,148	\$204,175	\$634,330
Storage	\$5,829,343	\$10,042,511	\$7,474,226	\$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
<b>SUBTOTAL</b>	<b>\$6,906,237</b>	<b>\$11,557,188</b>	<b>\$8,491,406</b>	<b>\$26,954,832</b>
25% Contingency	\$1,726,559	\$2,889,297	\$2,122,852	\$6,738,708
<b>TOTAL</b>	<b>\$8,632,796</b>	<b>\$14,446,486</b>	<b>\$10,614,258</b>	<b>\$33,693,540</b>

SOIL BORING FROM GEOTECHNICAL INVESTIGATION



TYPICAL HYDRODYNAMIC SEPARATOR PRETREATMENT DEVICE



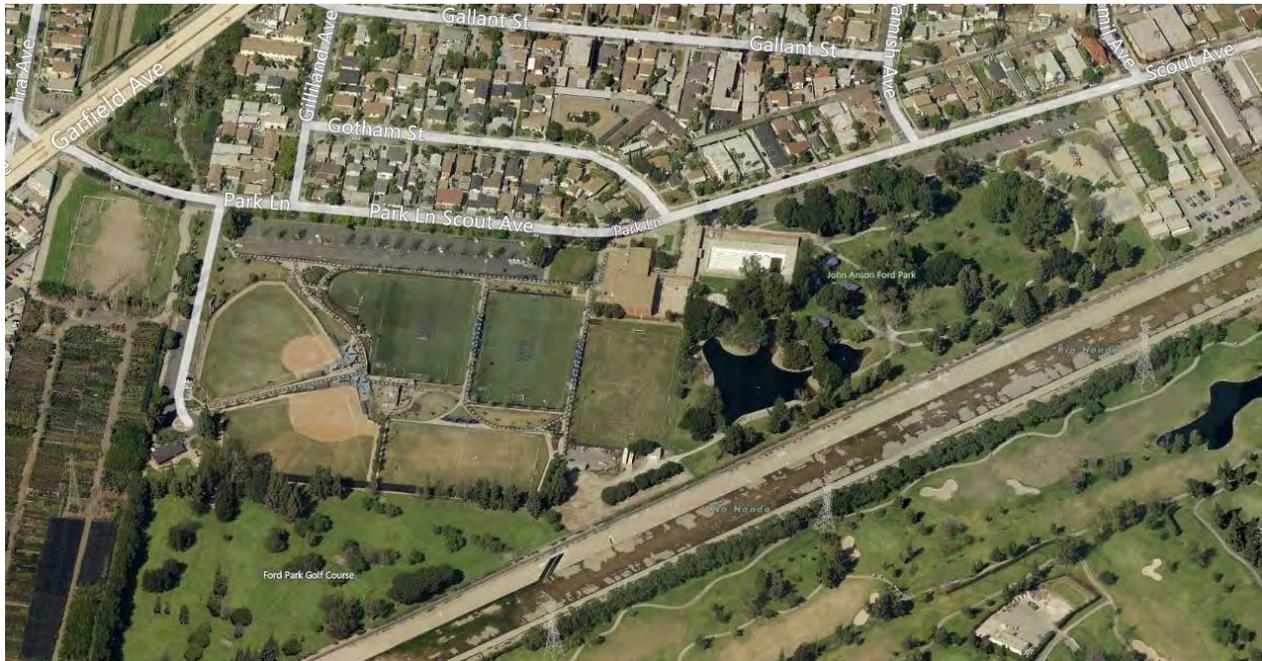
**EXHIBIT C: GEOTECHNICAL INVESTIGATION AND INFILTRATION TESTING REPORT**



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*  
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Jason Wright (pdf by email [Jason.Wright@tetrattech.com](mailto:Jason.Wright@tetrattech.com))

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

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- Figure 1 – Project Location Map
- Figure 2 – Project Layout and Boring Location Map
- Figure 3 – Geology Map
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**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**

<b>Boring Percolation Test No.</b>	<b>Adjacent Boring No.</b>	<b>Infiltration Rate (inches/hour)</b>
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.

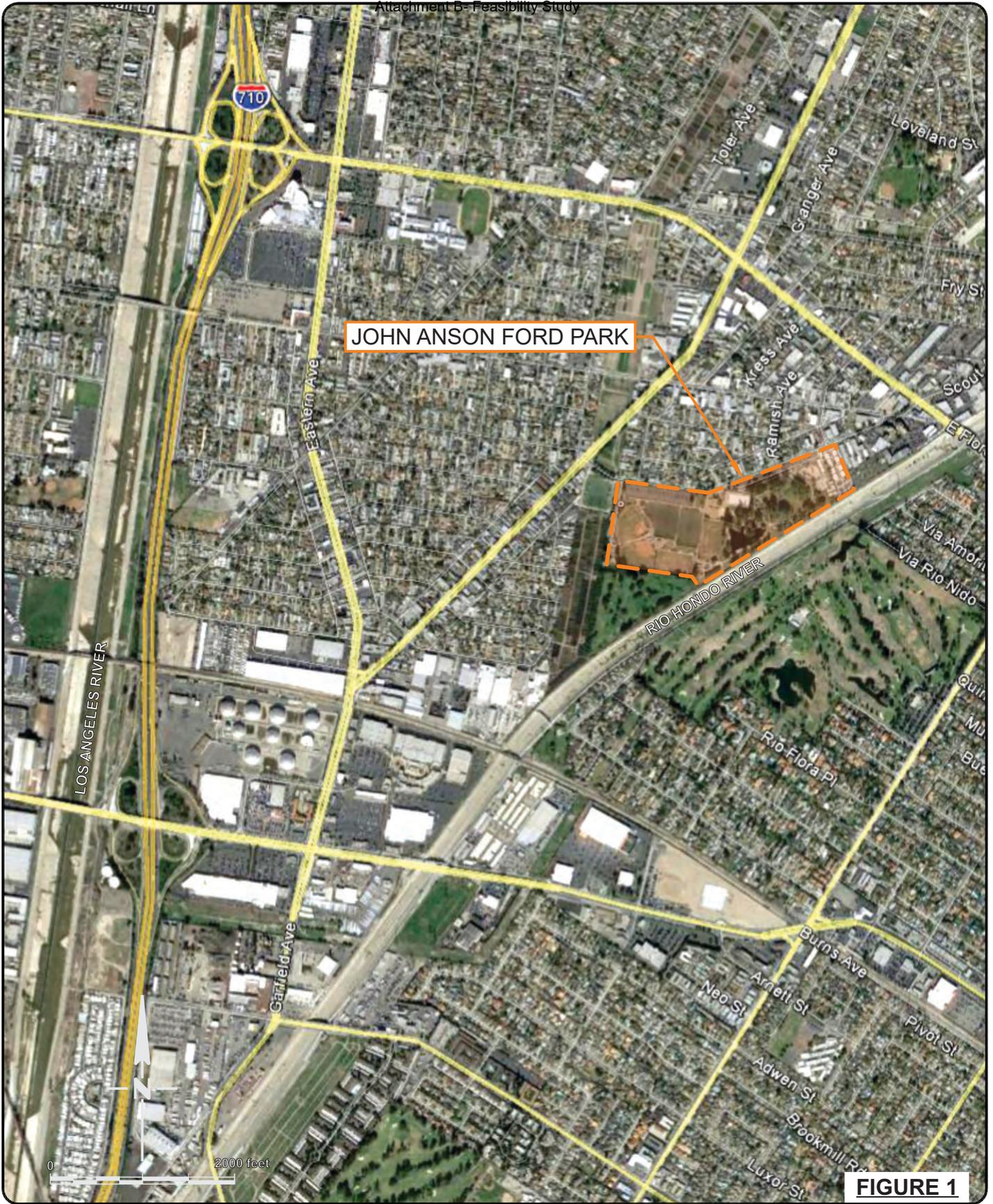
This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. Tetra Tech BAS GeoScience should be contacted if the reader requires additional information or has questions regarding the 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

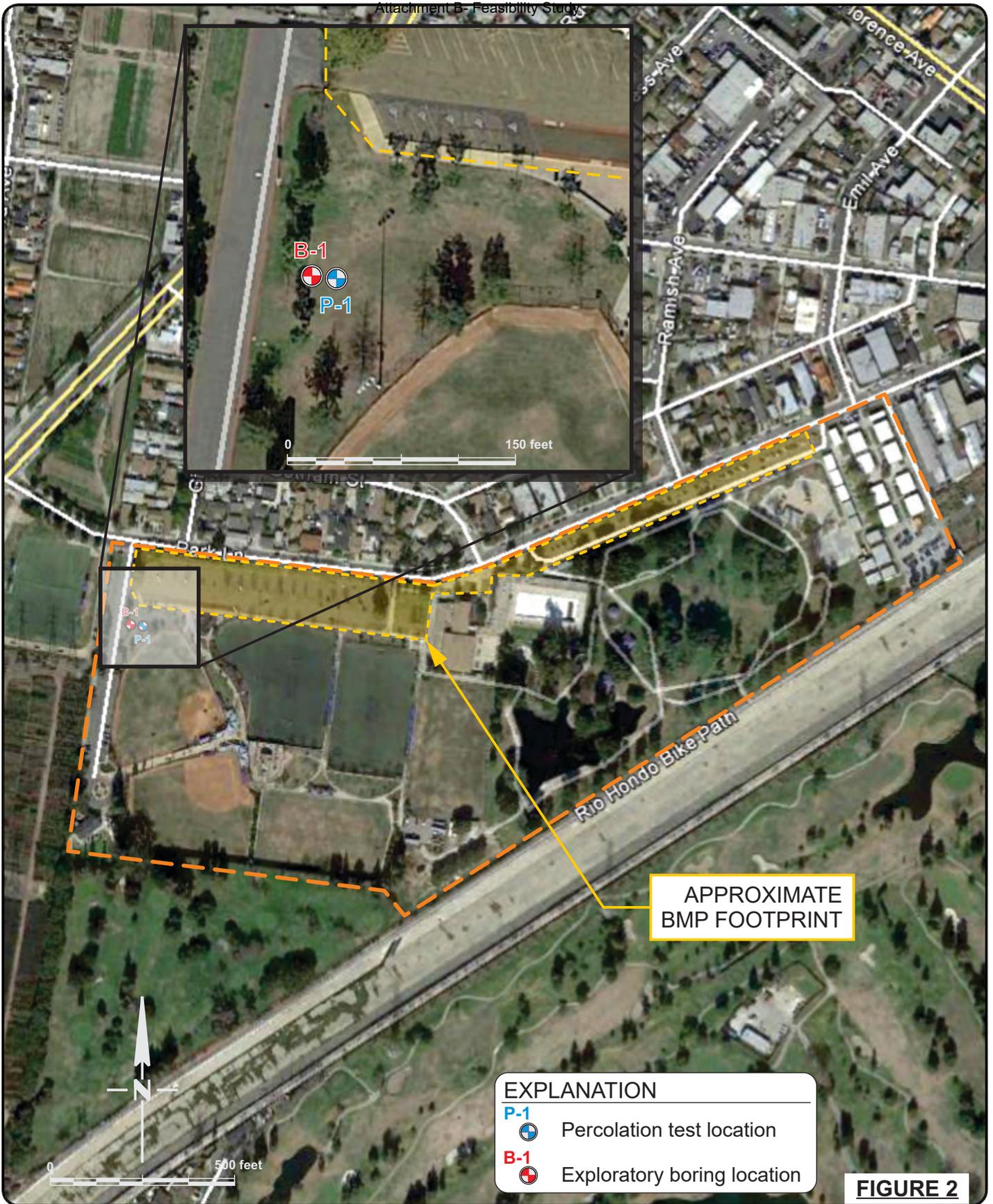
SITE LOCATION MAP  
 JOHN ANSON FORD PARK  
 CITY OF BELL GARDENS

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

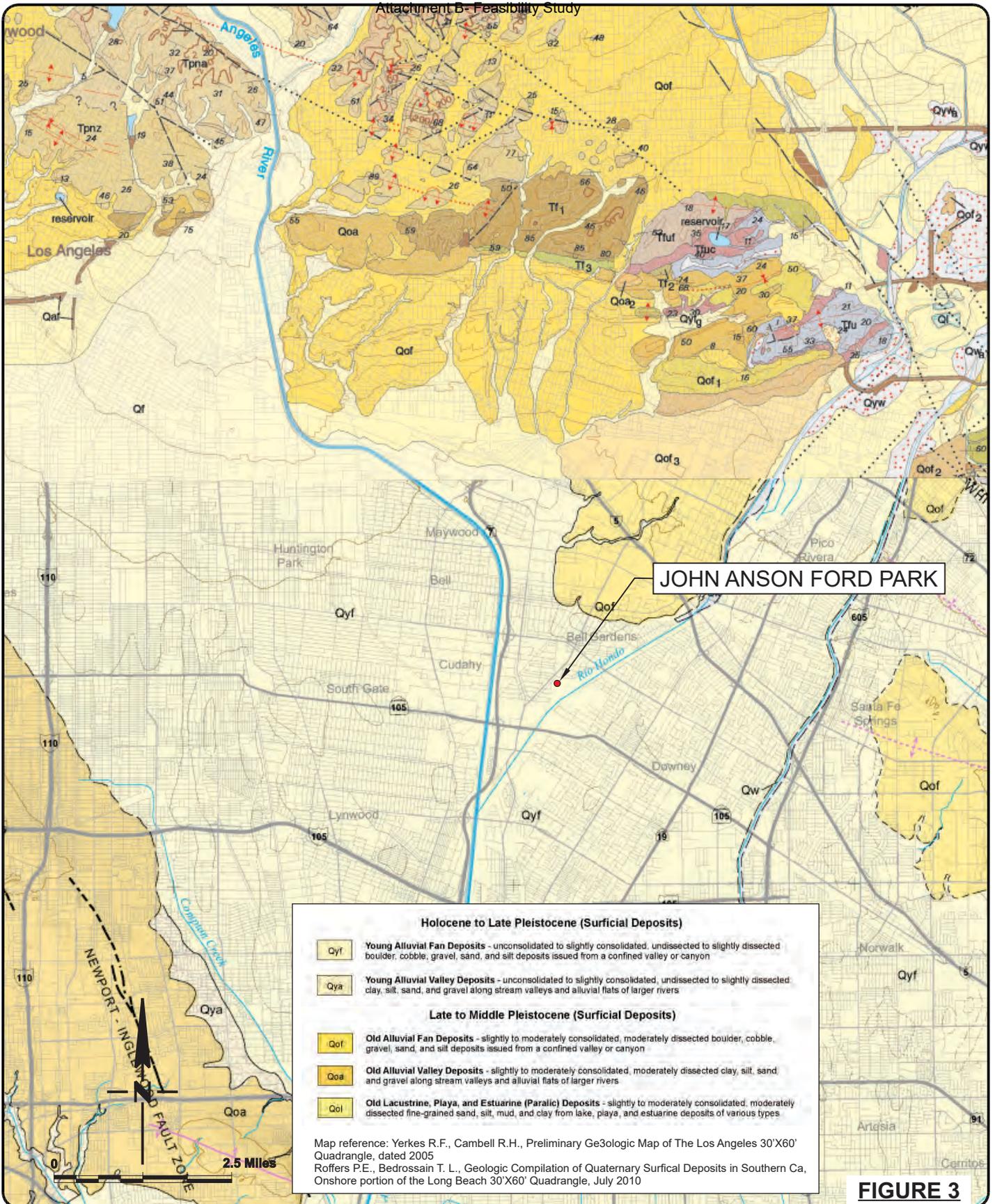
BORING LOCATION MAP  
 JOHN ANSON FORD PARK  
 CITY OF BELL GARDENS

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

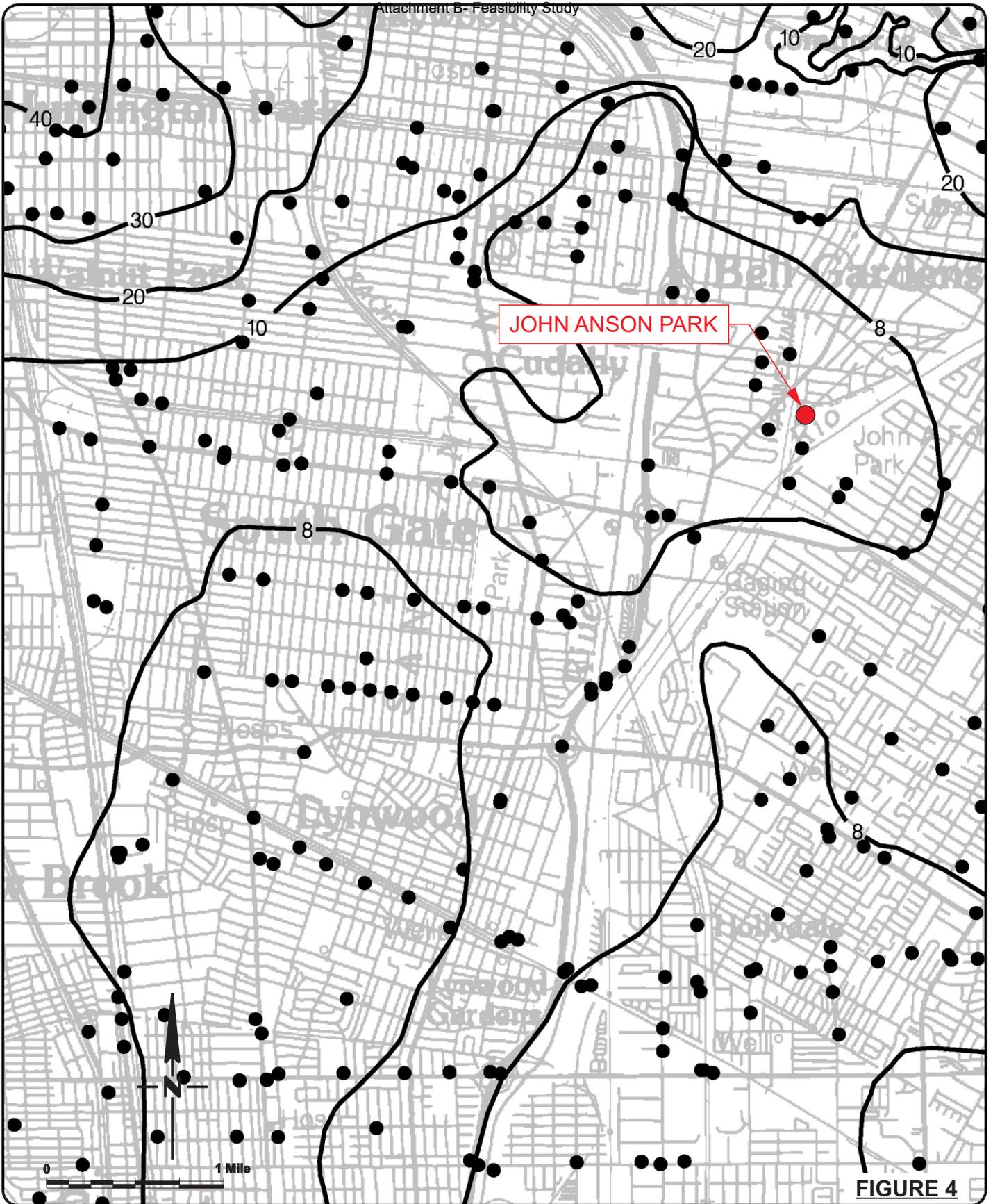


FIGURE 4



TETRA TECH

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

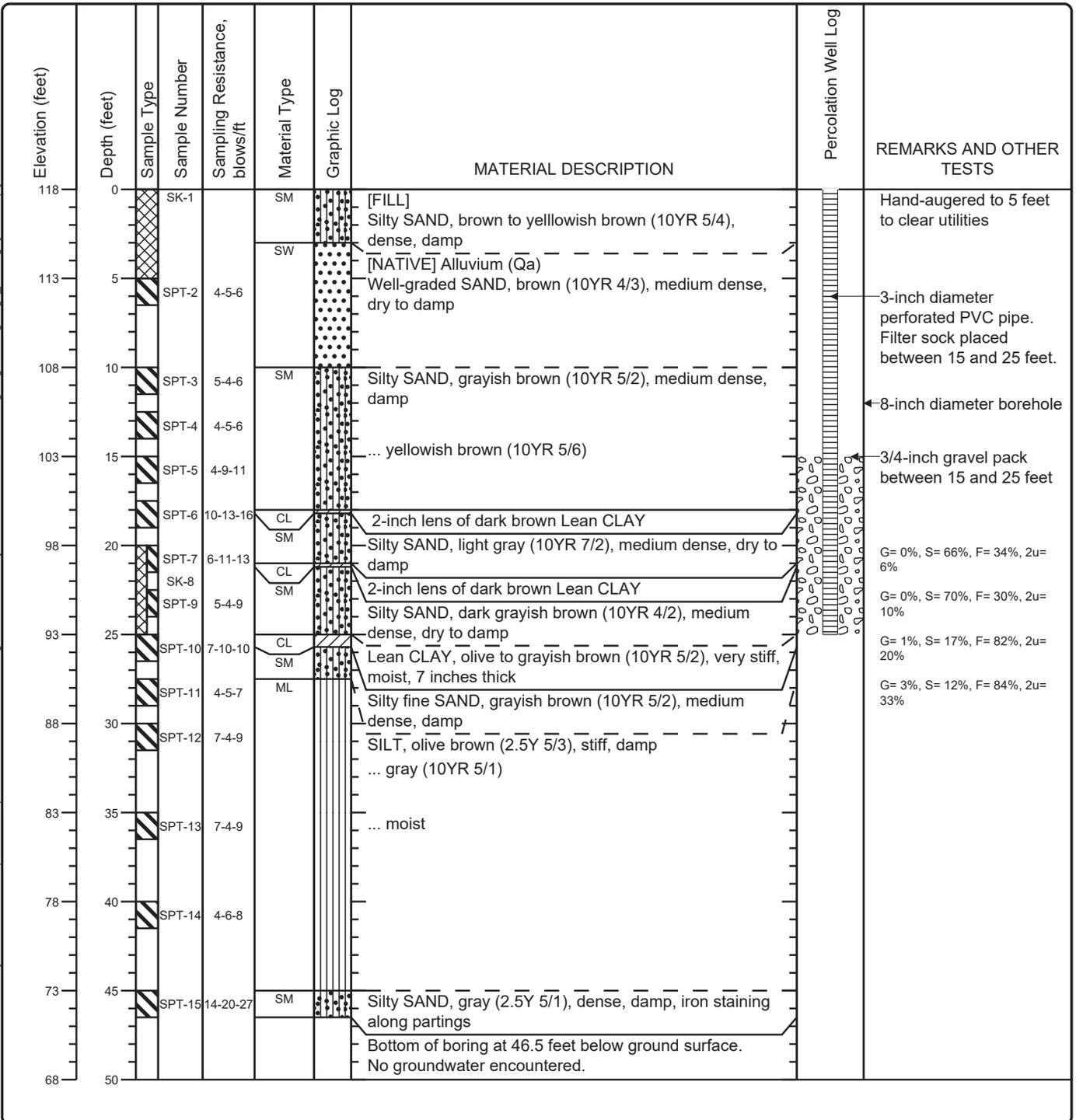
## **Appendix A**

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



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><b>1</b> Elevation (feet): Elevation (MSL, feet).</p> <p><b>2</b> Depth (feet): Depth in feet below the ground surface.</p> <p><b>3</b> Sample Type: Type of soil sample collected at the depth interval shown.</p> <p><b>4</b> Sample Number: Sample identification number.</p> <p><b>5</b> 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><b>6</b> Material Type: Type of material encountered.</p> <p><b>7</b> Graphic Log: Graphic depiction of the subsurface material encountered.</p> <p><b>8</b> MATERIAL DESCRIPTION: Description of material encountered. May include consistency, moisture, color, and other descriptive text.</p> <p><b>9</b> Percolation Well Log: Graphical representation of well installed upon completion of drilling and sampling.</p> <p><b>10</b> 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.

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**Figure B-1**

## **Appendix B**

### **Laboratory Testing**

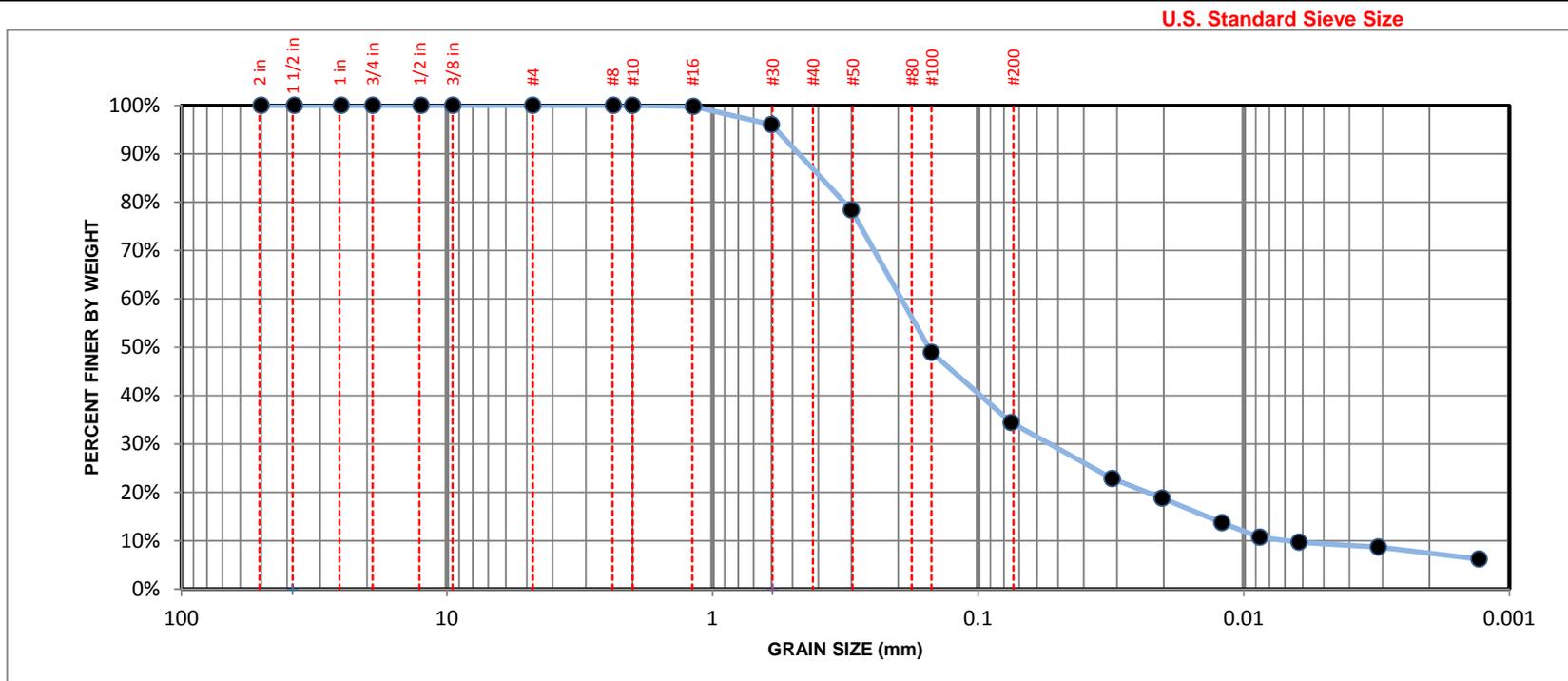


# GRAIN SIZE DISTRIBUTION ANALYSIS

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 $\mu$
●	B-1	SPT-7	20-21.5			SM	0%	66%	34%	6%

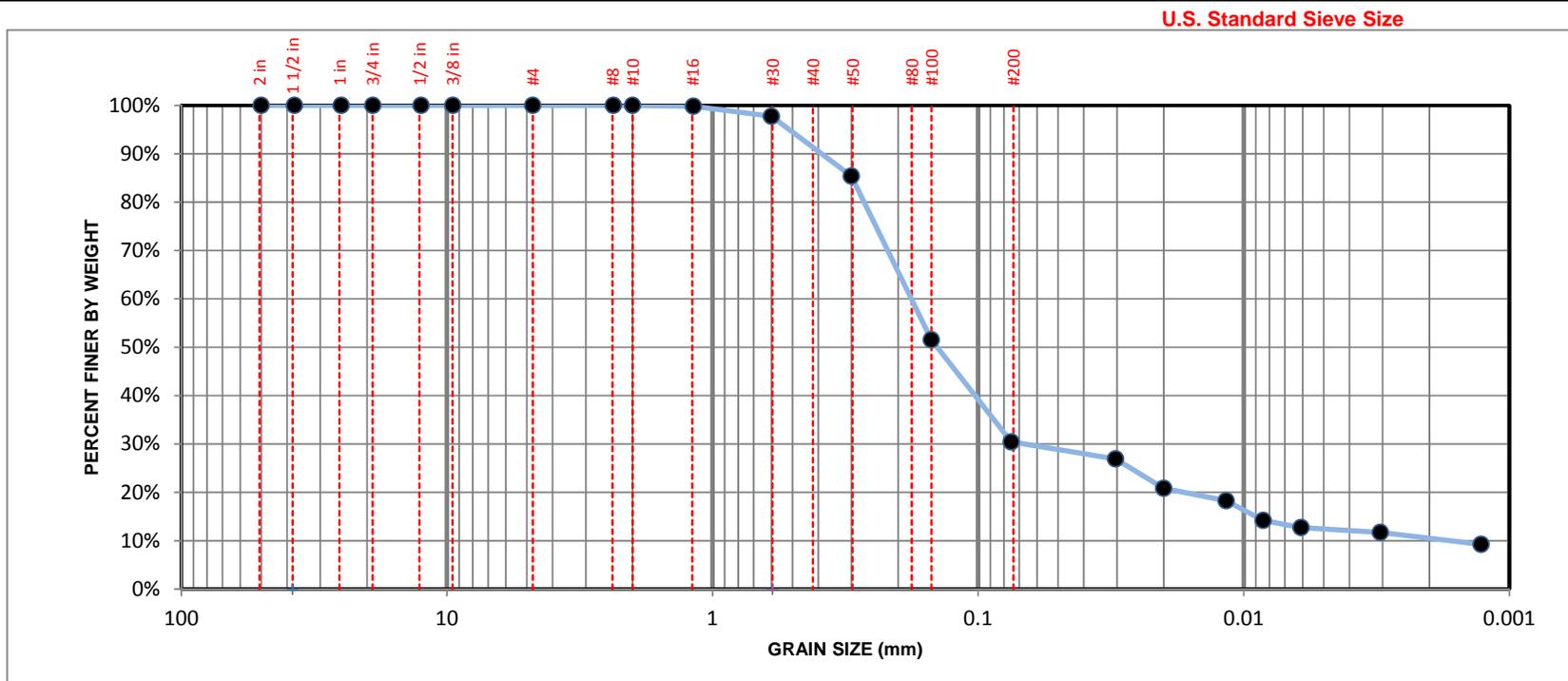


# GRAIN SIZE DISTRIBUTION ANALYSIS

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 $\mu$
●	B-1	SPT-9	22.5-24			SM	0%	70%	30%	10%

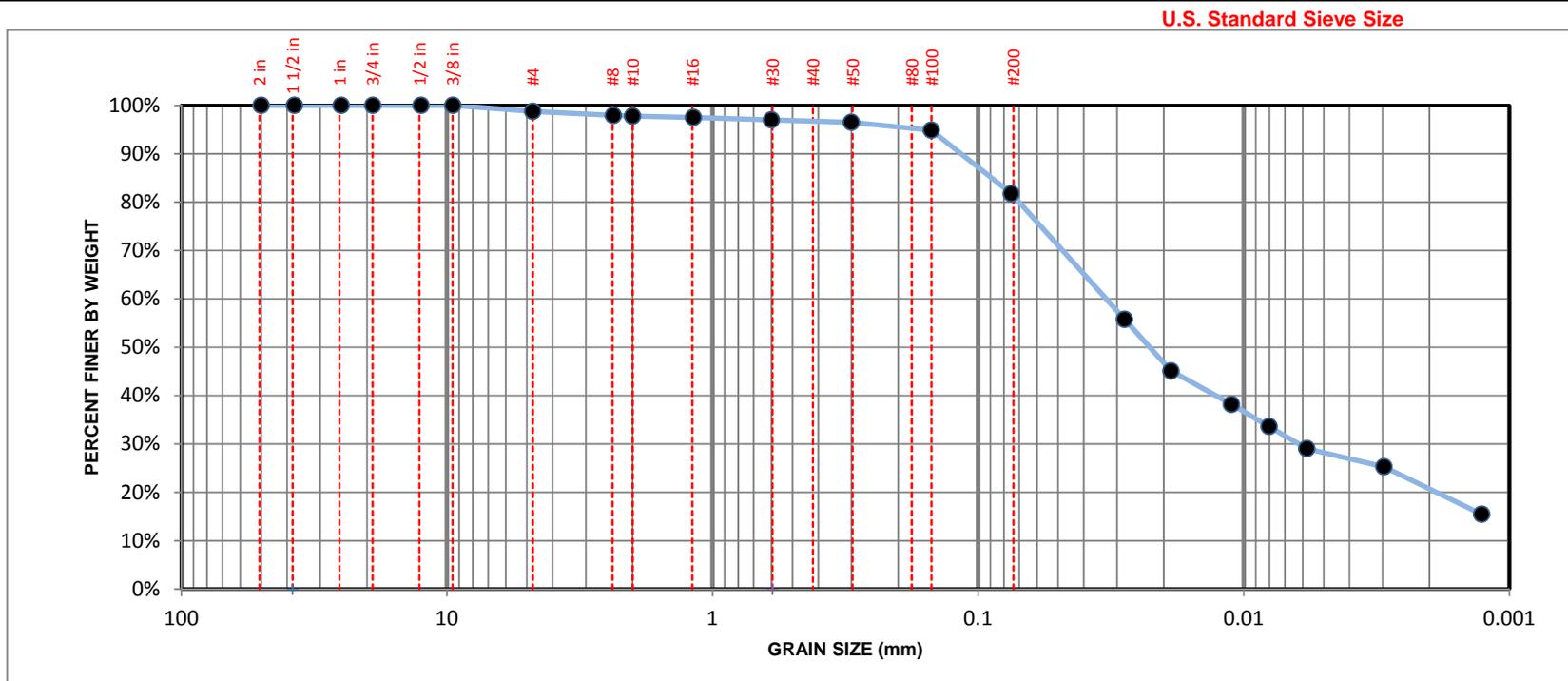


# GRAIN SIZE DISTRIBUTION ANALYSIS

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 $\mu$
●	B-1	SPT-10	25-26.5			ML-CL	1%	17%	82%	20%

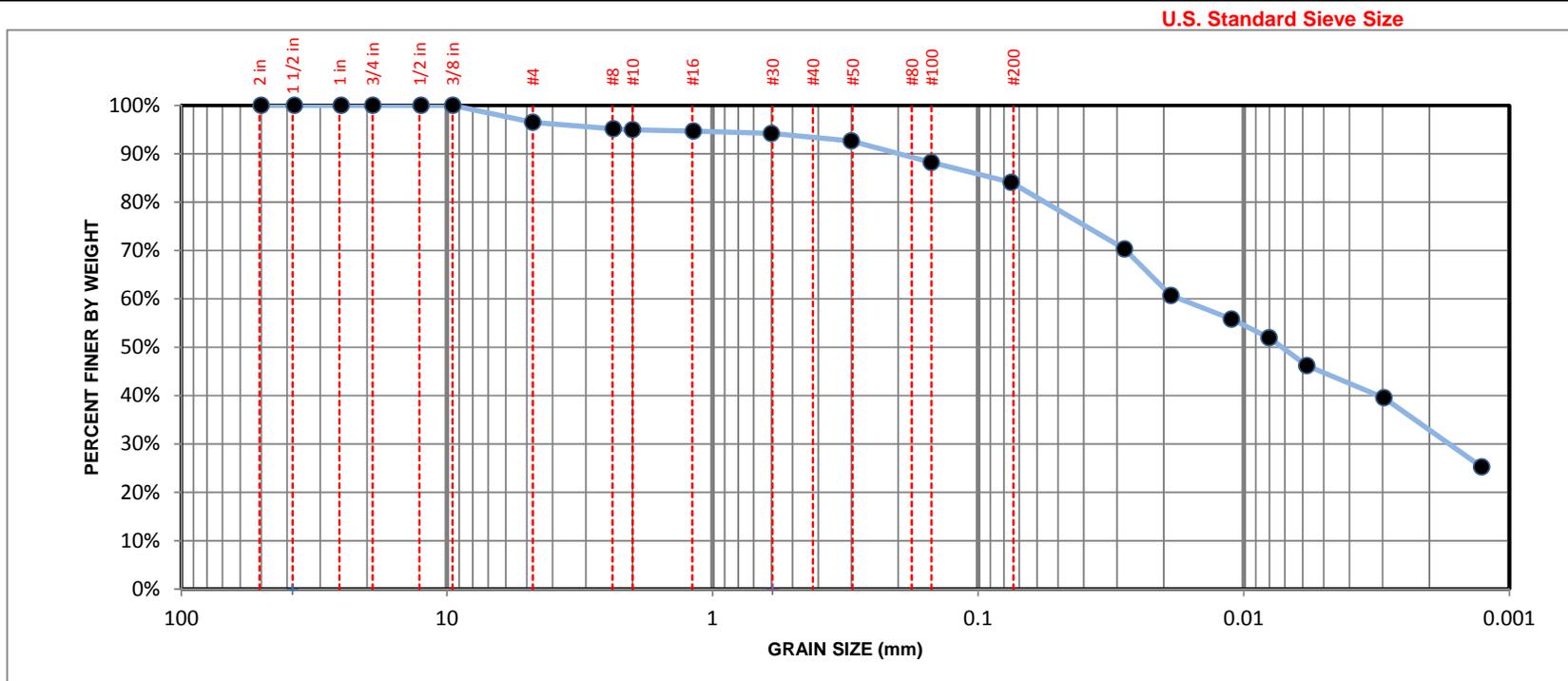


# GRAIN SIZE DISTRIBUTION ANALYSIS

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 $\mu$
●	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  
City Council Agenda Report

May 1, 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 RESOLUTION APPROVING RENEWAL OF GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND THE COUNTY OF LOS ANGELES**

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

1. Adopt Resolution No. 2018-13, approving a five-year renewal of the General Services Agreement by and between the City of Huntington park and the County of Los Angeles; and
2. Authorize Mayor to execute agreement.

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

The current Agreement between the City and The County will expire on June 30, 2018. The Agreement is general in nature and grants authorization for the County to provide services when requested by the City as specific rates. The renewal of the Agreement will extend the term, covering the period July 1, 2018 to June 30, 2023.

### **FISCAL IMPACT/FINANCING**

Rates will be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors. The County Auditor-Controller will adjust the rates annually effective the first day of July of each year to reflect the cost of such service.

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

**CONSIDERATION AND APPROVAL OF RESOLUTION APPROVING RENEWAL OF  
GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK  
AND THE COUNTY OF LOS ANGELES**

May 1, 2018

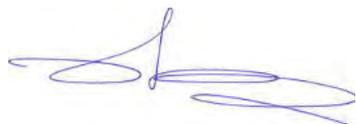
Page 2 of 2

The Agreement will ensure continued County services and the ability to add or augment services over the five-year renewal period. Services provided under the Agreement are on an “as needed” basis including predatory animal control, prosecution of City ordinances, direct assessment collection and a variety of public works services.

**CONCLUSION**

Upon Council approval, staff will transmit the documents to the County for execution by the Los Angeles County Board of Supervisors.

Respectfully submitted,



RICARDO REYES  
Interim City Manager



DANIEL HERNANDEZ  
Director of Public Works

**ATTACHMENT(S)**

- A. Resolution No. 2018-13, approving the General Services Agreement 2018-2023 (w/Exhibit “A” General Services Agreement).

# ATTACHMENT "A"



# EXHIBIT "A"

## GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2018, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Huntington Park, hereinafter referred to as the "City."

### RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

### THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2023, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2023, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2023, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

by their duly authorized officers.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

The City of Huntington Park,

By \_\_\_\_\_  
Mayor

ATTEST:

City Clerk

**THE COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW  
Executive Officer/Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Senior Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Senior Deputy



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

May 1, 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 USE OF SOUTHERN CALIFORNIA EDISON'S RULE 20A FOR UNDERGROUNDING OVERHEAD ELECTRICAL FACILITIES CREDITS**

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

1. Direct staff to continue with the Rule 20A program per Resolutions 2005-16 and 2010-43; or
2. Direct staff to analysis new project scope; or
3. Direct staff to investigation credit transfer options with interested Cities; and
4. Authorize Interim City Manager to negotiate credit transfer with those Cities.

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

Since 1967, underground conversions in the State of California have been performed under California Public Utility Commission (CPUC) Rule 20 which has three parts: A, B, and C. Under Part A, undergrounding in the City of Huntington Park (City) is paid for and performed by the local electric utility, Southern California Edison (SCE). Through a program called "Rule 20A," SCE is required to annually set aside funds for financing the undergrounding of overhead distribution facilities located on public streets and roads.

### ***SCE Rule 20 Program***

Three methods are used to fulfill the goal of converting overhead utilities to underground systems. They are summarized below.

## **CONSIDERATION AND APPROVAL OF USE OF SOUTHERN CALIFORNIA EDISON'S RULE 20A FOR UNDERGROUNDING OVERHEAD ELECTRICAL FACILITIES CREDITS**

May 1, 2018

Page 2 of 3

- Rule 20A Program-The Rule 20A Program is the City's use of PG&E rate-payer money on underground conversion projects. Although the funds for this program are never actually transferred to the City, City staff programs with SCE the allocations toward conversions on arterial and major collector streets. SCE manages the design and construction of the project.
- Rule 20B (In-Lieu Fee) Program- Undergrounding may be accomplished through the City's In-Lieu Fee Program which allows the City to accumulate funds from developers to underground large aggregated projects rather than requiring developers to perform the undergrounding on a piecemeal basis.
- Rule 20C - In some instances, developers or other agencies may pursue completing underground conversions themselves: These conversions do not meet the criteria for Rule 20A or 20B, are typically less than 600 feet long, and are coordinated directly with the utility companies.

Because funds are limited, local governments typically wait to accumulate sufficient allocations before starting an undergrounding project. Once sufficient funds are accumulated, and an undergrounding project is established, SCE will use the funds to pay for the project's design and construction. A program to underground overhead utilities would provide an aesthetic benefit, improve system reliability, and significantly reduce the possibility of fire danger.

The program requires the formation of an undergrounding district and general timeframe of completion (design to construction) is approximately three (3) years. Pursuant to certain criteria, CPUC rules allow participating cities to establish legislation authorizing the creation of underground utility districts within which existing overhead electric distribution, telecommunication distribution, and service facilities will be converted to underground.

The City passed Resolutions 2005-16 on May 20, 2005, Attachment A, and 2010-43 on July 6, 2010, Attachment B, to underground overhead utility lines along Alameda Street from Gage Avenue to Slauson Avenue and along Slauson Avenue from Wilmington Avenue to Santa Fe Avenue. Undergrounding was to include both transmission and distribution lines. Given that the above-mentioned projects were selected several years ago, the City is at a stage whereby it can reconsider the project locations and prioritize other street segments it may deem more important.

Per the SCE Rule 20 Guidelines, Attachment C, the City may request that SCE mortgage three (3) years of future allocations. The City currently has a balance of \$2,751,595 in RULE 20A allocations, Attachment D, SCE Rule 20A Allocation, would bring the total to \$3,224,446 to fund the selected project if three (3) years were mortgaged.

**CONSIDERATION AND APPROVAL OF USE OF SOUTHERN CALIFORNIA EDISON'S RULE 20A FOR UNDERGROUNDING OVERHEAD ELECTRICAL FACILITIES CREDITS**

May 1, 2018

Page 3 of 3

The City also has the option to sell its allocations to another city. The City of Laguna Beach is developing a comprehensive funding strategy to underground its' utilities. As part of this effort, the City of Laguna Beach is interested in obtaining SCE Rule 20A credits from other cities in the SCE territory that might not be using their available Rule 20A credits. The City of Laguna Beach has obtained credits from a few other cities and has developed a template agreement for the transfer process and are offering the City 55 cents per each dollar of credit. This transaction can generate approximately \$1,513,377. The funds are based on the current available balance and cannot be combined with the three (3) year mortgage. The City of Laguna Beach has indicated that they would need a decision by May 11, 2018.

**FISCAL IMPACT**

There is no impact to the general fund and the project is not currently in the proposed FY 18-19 budget. Based on Council's direction, staff will make the appropriate changes to the proposed budget.

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
Interim City Manager

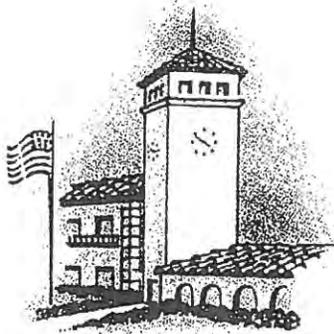


DANIEL HERNANDEZ  
Director of Public Works

**ATTACHMENT(S)**

- A. City of Huntington Park Underground Utility District No. 13
- B. Resolution No. 2010-43
- C. SCE Rule 20 Guidelines
- D. SCE Rule 20A Allocation

# ATTACHMENT "A"



**CITY OF HUNTINGTON PARK**

③

**May 20, 2005**

**Peter Tran, C/O Southern California Edison Company  
1444 East Mc Fadden Avenue  
Santa Ana, Ca. 92705**

**SUBJECT: CITY COUNCIL RESOLUTION FOR FORMATION OF  
UNDERGROUND UTILITY DISTRICT NO. 13**

**Peter,**

**Please find enclosed a certified copy of the City Council of Huntington Park Resolution No 2005-16, establishing Underground Utility District No. 13 to underground the overhead utilities along Slauson Avenue and Alameda Street in the City of Huntington Park, as you requested.**

**Please let me know if you need anything else to start this Project.**

**Sincerely,**

A handwritten signature in black ink, appearing to read "Wes Lind". The signature is written in a cursive, flowing style.

**Wes Lind**

**C: Ron Garcia, Public Relations Manager**

6550 MILES AVENUE, HUNTINGTON PARK, CALIFORNIA 90255  
TEL: 323-584-6271, FAX: 323-589-7122. e-mail: [wbind@huntingtonpark.org](mailto:wbind@huntingtonpark.org)

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

I, ROSANNA M. RAMIREZ, City Clerk of the City of Huntington Park, California, do hereby certify that the following Resolution is a full, true, and correct copy of Resolution No. 2005-16, which was duly passed and adopted by the City Council of said City at a regular meeting of said City Council thereof, held on the 18<sup>th</sup> day of April, 2005 and which the original Resolution is on file in the Office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19<sup>th</sup> day of May, 2005.

  
\_\_\_\_\_  
ROSANNA M. RAMIREZ  
City Clerk

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK  
CREATING AND ESTABLISHING UNDERGROUND UTILITY DISTRICT NUMBER 13**

WHEREAS, a public hearing was called for on April 18, 2005, at the hour of 7:00 p.m. in the City Council Chambers in the City Hall, 6550 Miles Avenue, Huntington Park, California 90255, to ascertain whether the public necessity, health, safety, or welfare requires the removal of above-ground poles, overhead wires, and associated overhead structures, and requires the underground installation of wires, facilities and structures for supply to electric, communications, or other similarly associated service on Slauson Avenue, from 300 feet easterly of the intersection of Santa Fe Avenue and Slauson Avenue, westerly to the west City boundary at Wilmington Avenue and on Alameda Street, from Slauson Avenue southerly through the intersection of Alameda Street and Gage Avenue; and

WHEREAS, notice of such hearing has been given to all affected property owners and utilities as shown on the last equalized assessment roll in the manner and for the time prescribed by law; and

WHEREAS, such public hearing has been duly and regularly held, and all interested persons have been given a fair opportunity to be heard.

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

**SECTION 1.** The City Council hereby finds and determines that the public necessity, health, safety, and welfare requires the removal of above-ground poles, overhead wires and associated structures, and the underground installation of wires, facilities and structures to supply electric, communication, or similar associated services on Slauson Avenue form 300 feet easterly of the intersection of Santa Fe Avenue and Slauson Avenue westerly to the west City boundary at Wilmington Avenue and on Alameda Street, from Slauson Avenue southerly through the intersection of Alameda Street and Gage Avenue.

1 **SECTION 2.** The City Council hereby declares that such area is established as Underground  
2 Utility District Number Thirteen.

3 **SECTION 3.** The City Council finds that the street or roadway right-of-way is extensively  
4 used by the general public and carries a heavy volume of pedestrian or vehicular  
5 traffic.

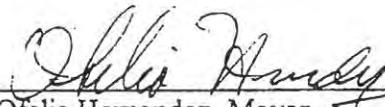
6  
7 **SECTION 4.** All above-ground poles, overhead wires and associated overhead structures  
8 shall be removed and underground installations made in Underground Utility District  
9 Thirteen within the following times:

- 10 1. Underground installation by utility companies and property owners and  
11 reconnections not later than February 28, 2009;
- 12 2. Removal of poles, overhead wires and other associated structures not later  
13 than February 28, 2009.

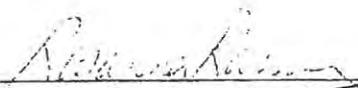
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15 **SECTION 5.** Within ten (10) days after the adoption of this resolution the City Clerk shall  
16 mail a copy of this Resolution and copy of any associated ordinance to affected  
17 property owners and utilities as shown on the last equalized assessment roll.  
18

19  
20 **SECTION 6.** The City clerk shall certify to the adoption of this Resolution.

21  
22 **PASSED, APPROVED AND ADOPTED THIS 18<sup>TH</sup> DAY OF APRIL, 2005**

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24   
Ofelia Hernandez, Mayor

25 ATTEST

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Rosanna Ramirez, City Clerk

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ATTEST:

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

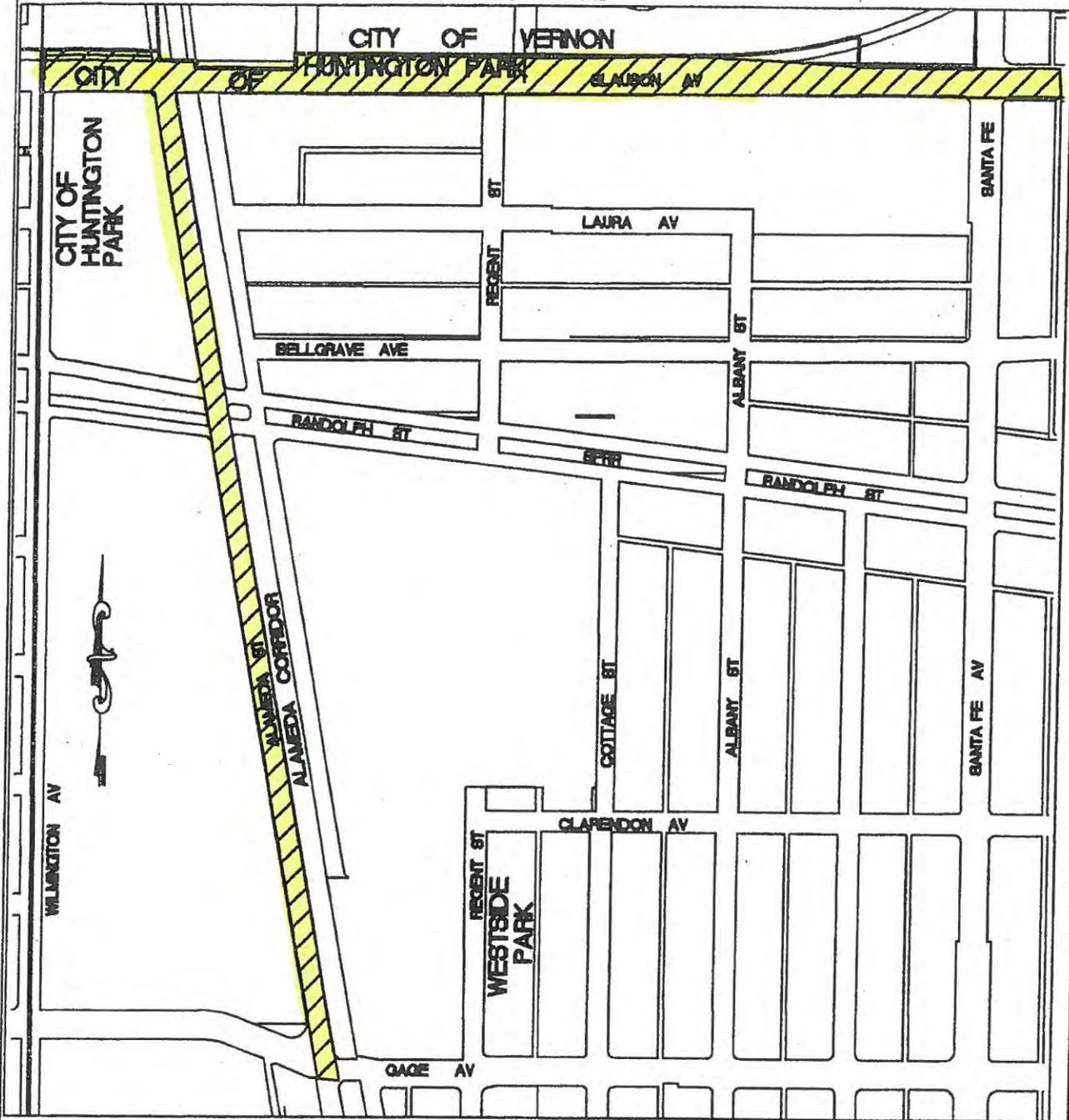
I, Rosanna M. Ramirez, City Clerk of the City of Huntington Park, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being Resolution No. 2005-16 was duly passed and adopted by the City Council of the City of Huntington Park, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of the City Council held on the 18<sup>th</sup> day of April, 2005, and that the same was so passed and adopted by the following vote, to wit:

- AYES:        Council Members – Noguez, Guerrero, Gomez, Romo, Hernandez
- NOES:        Council Members - None
- ABSENT:     Council Members - None
- ABSTAIN:    Council Members - None

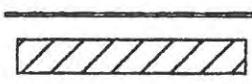
\_\_\_\_\_  
City Clerk

CITY OF HUNTINGTON PARK  
ENGINEERING DEPARTMENT

UNDERGROUND UTILITY  
DISTRICT NO. 13



CITY BOUNDARY  
UNDERGROUND UTILITY  
DISTRICT #13



DATE PREPARED: 1/27/05

ROM ①

January 21, 2005

Mr. Wesley R. Lind  
 City of Huntington Park  
 City Engineer  
 6550 Miles Avenue  
 Huntington Park, CA 90255

CUL mid DB  
 Cable + ROM 09

Subject: Rule 20A Order of Magnitude Estimates:  
Alameda Blvd, Slauson to Gage Avenue  
Slauson Ave, West City Limits to alley e/o Santa Fe Avenue

TRANS - 2008 MID

Dear Mr. Lind:

In responding to your request for an estimate of a potential Rule 20A Project for the City of Huntington Park, the subject site have been field reviewed and an estimate has been prepared. The Order of Magnitude cost estimate to underground Edison's facilities within the boundaries of Alameda Blvd, from Slauson to Gage Avenue and Slauson Avenue from West City Limit to an alley east of Santa Fe are as follows.

**Alameda/Slauson Avenue**

SCE Distribution facilities  
 SCE Transmission facilities

	\$1,400-k	1.6
ke-est.	\$ 850K	1M
<b>Total</b>	<b>\$2,250 k</b>	

The City of Huntington Park currently has an allocation reserved balance of approximately \$1,200,000. Huntington Park receives an annual accrual of approximately \$300,000 in allocation. The City has the option to bridge the allocation needs for this project by mortgaging against future allocation, limited by five (5) years. In proceeding with this project, the City may result in a four (4) year negative allocation balance.

Feel free to contact me for further clarification.

Regards,



Peter Tran  
 Project Manager

Cc: B. Chavez, SCE Transmission  
 M. Frazer, SCE Planning  
 R. Garcia, SCE Regional Manager  
 T. Junanto, SCE Rule 20a Analyst

# ATTACHMENT "B"

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RESOLUTION NO. 2010-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK  
REDUCING THE BOUNDARIES OF THE UNDERGROUND UTILITY DISTRICT 13,  
AS DESCRIBED IN THE RESOLUTION 2005-16,**

**WHEREAS**, a public hearing was called for on July 6, 2010 at the hour of 6:00 p.m. in the City Council Chambers in the City Hall, 6550 Miles Avenue, Huntington Park, California 90255, to ascertain whether the public necessity, health, safety, or welfare requires the removal of certain above-ground poles (to be determined at a later date), overhead wires and associated overhead structures, and requires the underground installation of wires, facilities, and associated overhead structures, for the supply of electricity, communications or other similarly associated service on Alameda Street, from one hundred (100.00) feet south of the southerly right-of-way line of Randolph Street to the southerly right-of-way line of Gage Avenue; and

**WHEREAS**, notice of such hearing was given to all affected property owners and utilities as shown on the last equalized assessment roll in the manner and for the time prescribed by law; and

**WHEREAS**, such public hearing has been duly and regularly held, and all interested person have been given a fair opportunity to be heard.

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

**SECTION 1:** The City Council hereby finds and determines that the public necessity, health, safety, and welfare requires the removal of certain above-ground poles, overhead wires and associated structures, and the underground installation of wires, facilities and structures to supply electricity, communication, or similar associated services on Alameda Street, from one hundred (100.00) feet south of the southerly right-of-way line of Randolph Street to the southerly right-of-way line of Gage Avenue.

**SECTION 2:** The City Council hereby declares that such area is a portion of the boundary previously established as Underground Utility District Number Thirteen.

**SECTION 3:** The City Council finds that the street or roadway rights-of-way is extensively used by the general public and carries a heavy volume of pedestrian and/or vehicular traffic.

**SECTION 4:** Certain above-ground poles, overhead wires and associated overhead structures shall be removed and underground installations made in Underground Utility District Thirteen within the following times:

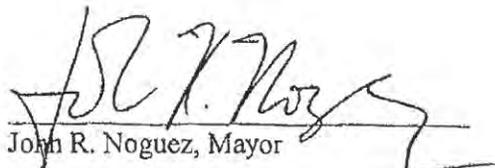
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1. Underground installation by utility companies and property owners and reconnections not later than July 31, 2016;
2. Removal of certain poles (to be determined at a later date), overhead wires and other associated structures not later than July 31, 2016.

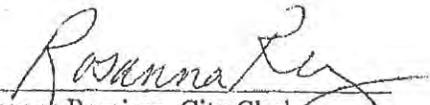
**SECTION 5:** Within ten (10) days after the adoption of this Resolution the City Clerk shall mail a copy of the Resolution and copy of any associated ordinance to affected property owners and utilities as shown on the last equalized assessment roll.

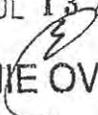
**SECTION 6:** The City Clerk shall certify to the adoption of this Resolution.

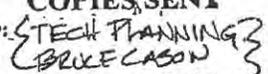
**PASSED, APPROVED AND ADOPTED** this 6th day of July, 2010.

  
John R. Noguez, Mayor

ATTEST:

  
Rosanna Ramirez, City Clerk

**RECEIVED**  
JUL 13 2010  
  
**ERNIE OVIEDO**

**COPIES SENT**  
TO:  STEVE PLANNING  
BRUCE CASON  
JUL 13 2010  
  
**BY: ERNIE OVIEDO**

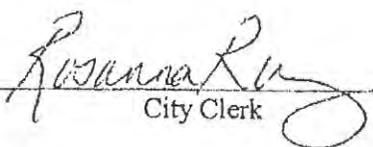
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ATTEST:

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

I, Rosanna M. Ramirez, City Clerk of the City of Huntington Park, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being Resolution No. 2010-43 was duly passed and adopted by the City Council of the City of Huntington Park, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of the City Council held on the 6<sup>th</sup> day of July, 2010, and that the same was so passed and adopted by the following vote, to wit:

- AYES: Council Members -- Hernandez, Guerrero, Molina, Noguez
- NOES: Council Members -- None
- ABSENT: Council Members -- Gomez
- ABSTAIN: Council Members -- None

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

# ATTACHMENT "C"



Rule 20 Sheet 1  
REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

A. SCE will, at its expense, replace its existing overhead electric facilities with underground electric facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory to SCE have been obtained by SCE, provided that:

1. The governing body of the city or county in which such electric facilities are and will be located has:

a. Determined, after consultation with SCE and after holding public hearings on the subject, that such undergrounding is in the general public interest for one or more of the following reasons:

- (1) Such undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities;
- (2) The street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic; (T)
- (3) The street or road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public; or (T)
- (4) The street or road or right-of-way is considered an arterial street or major collector road, as defined in the Governor's Office of Planning and Research General Plan Guidelines. (N)  
|  
(N)

b. Adopted an ordinance creating an underground district in the area in which both the existing and new facilities are and will be located requiring, among other things, (1) that all existing overhead communication and electric distribution facilities in such district shall be removed, (2) that each property served from such electric overhead facilities shall have installed in accordance with SCE's rules for underground service, all electrical facility changes on the premises necessary to receive service from the underground facilities of SCE as soon as it is available, and (3) authorizing SCE to discontinue its overhead service.

(Continued)

(To be inserted by utility)  
 Advice 1643-E  
 Decision 01-12-009

Issued by  
John R. Fielder  
 Senior Vice President

(To be inserted by Cal. PUC)  
 Date Filed Jul 26, 2002  
 Effective Sep 4, 2002  
 Resolution E-3767



Rule 20 Sheet 2  
REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

(Continued)

A. (Continued)

2. SCE's total annual budgeted amount for undergrounding within any city or the unincorporated area of any county shall be allocated as follows:
  - a. The amount allocated to each city and county in 1990 shall be the highest of:
    1. The amount allocated to the city or county in 1989, which amount shall be allocated in the same ratio that the number of overhead meters in such city or unincorporated area of any county bears to the total system overhead meters; or
    2. The amount the city or county would receive if SCE's total annual budgeted amount for undergrounding provided in 1989 were allocated in the same ratio that the number of overhead meters in each city or the unincorporated area of each county bears to the total system overhead meters based on the latest count of overhead meters available prior to establishing the 1990 allocations; or
    3. The amount the city or county would receive if SCE's total annual budgeted amount for undergrounding provided in 1989 were allocated as follows:
      - a. Fifty percent of the budgeted amount allocated in the same ratio that the number of overhead meters in any city or the unincorporated area of any county bears to the total system overhead meters; and
      - b. Fifty percent of the budgeted amount allocated in the same ratio that the total number of meters in any city or the unincorporated area of any county bears to the total system meters.

(Continued)

(To be inserted by utility)

Advice 1268-E-B  
 Decision 97-10-087

2c2

Issued by

John R. Fielder  
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed May 11, 1998  
 Effective Jan 4, 1998  
 Resolution \_\_\_\_\_



Rule 20 Sheet 3  
REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

(Continued)

A. (Continued)

2. (Continued)

b. Except as provided in Section 2.c., the amount allocated for undergrounding within any city or the unincorporated area of any county in 1991 and later years shall use the amount actually allocated to the city or county in 1990 as the base, and any changes from the 1990 level in SCE's total annual budgeted amount for undergrounding shall be allocated to individual cities and counties as follows:

1. Fifty percent of the change from the 1990 total budgeted amount shall be allocated in the same ratio that the number of overhead meters in any city or unincorporated area of any county bears to the total system overhead meters.
2. Fifty percent of the change from the 1990 total budgeted amount shall be allocated in the same ratio that the total number of meters in any city of the unincorporated area of any county bears to the total system meters.

c. When a city incorporates, resulting in a transfer of utility meters from the unincorporated area of a county to the city, there shall be a permanent transfer of a prorata portion of the county's 1990 allocation base referred to in Section 2.b. to the city. The amount transferred shall be determined:

1. Fifty percent based on the ratio that the number of overhead meters in the city bears to the total system overhead meters; and
2. Fifty percent based on the ratio that the total number of meters in the city bears to the total system meters.

When territory is annexed to an existing city, it shall be the responsibility of the city and county affected, in consultation with SCE serving the territory, to agree upon an amount of the 1990 allocation base that will be transferred from the county to the city, and thereafter to jointly notify SCE in writing.

(Continued)

(To be inserted by utility)

Advice 1268-E-B  
Decision 97-10-087

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Issued by  
John R. Fielder  
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed May 11, 1998  
Effective Jan 4, 1998  
Resolution \_\_\_\_\_



Rule 20 Sheet 4  
REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

(Continued)

A. (Continued)

2. (Continued)

- d. However, Section 2.a, b, and c, shall not apply to any utility where the total amount available for allocation under Rule 20-A is equal to or greater than 1.5 times the previous year's statewide average on a per customer basis. In such cases, SCE's total annual budgeted amount for undergrounding within any city or the unincorporated area of any county shall be allocated in the same ratio that the number of overhead meters in the city or unincorporated area of any county bears to the total system overhead meters.
  
- e. Upon request by a city or county, the amounts allocated may be exceeded for each city or county by an amount up to a maximum of five years' allocation at then-current levels where SCE establishes that participation on a project is warranted and resources are available. Such allocated amount may be carried over for a reasonable period of time in communities with active undergrounding programs. In order to qualify as a community with an active undergrounding program, the governing body must have adopted an ordinance or ordinances creating an underground district and/or districts as set forth in Section A.1.b. of this Rule. Where there is a carry-over or additional requested participation as discussed above, SCE has the right to set, as determined by its capability, reasonable limits on the rate of performance of the work to be financed by the funds carried over. When amounts are not expended or carried over for the community to which they are initially allocated, they shall be assigned when additional participation on a project is warranted or be reallocated to communities with active undergrounding programs. (C)  
|  
| (C)

(Continued)

(To be inserted by utility)  
Advice 1643-E  
Decision 01-12-009

Issued by  
John R. Fielder  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Jul 26, 2002  
Effective Sep 4, 2002  
Resolution E-3767



Rule 20 Sheet 5  
REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

(Continued)

A. (Continued)

3. The undergrounding extends for a minimum distance of one block or 600 feet, whichever is the lesser.

Upon request of the governing body, SCE will pay from the existing allocation of that entity for:

- a. The installation of no more than 100 feet of each customer's underground electric service lateral occasioned by the undergrounding, and/or
- b. The conversion of a customer's meter panel to accept underground service occasioned by the undergrounding, excluding permit fees.

SCE or the governing body may establish a lesser allowance, or may otherwise limit the amount of money to be expended on a single customer's electric service, or the total amount to be expended on all electric service installations in a particular project.

B. In circumstances other than those covered by A above, SCE will replace its existing overhead electric facilities with underground electric facilities along public streets and roads or other locations mutually agreed upon when requested by an applicant or applicants when all of the following conditions are met:

- 1.
  - a. All property owners served from the overhead facilities to be removed first agree in writing to have the wiring changes made on their premises so that service may be furnished from the underground distribution system in accordance with SCE's rules and that SCE may discontinue its overhead service upon completion of the underground facilities, or
  - b. Suitable legislation is in effect requiring such necessary wiring changes to be made and authorizing SCE to discontinue its overhead service.

(Continued)

(To be inserted by utility)  
Advice 1399-E  
Decision \_\_\_\_\_

Issued by  
John R. Fielder  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Aug 23, 1999  
Effective Oct 2, 1999  
Resolution \_\_\_\_\_



# ATTACHMENT "D"



April 18, 2018

## City of Huntington Park Available Rule 20A Allocation

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The following information is based on the Rule 20A Allocation Balances Spreadsheet used by Southern California Edison (SCE) to track all city allocations within Edison's operating territories. The annual allocations have been updated to reflect the current 2018 total allocations available to cities.

Per the CPUC, cities can mortgage their annual allocation up to 5 years with SCE discussion and concurrence. Normally, the annual allocation is mortgaged to 3 years. Allocation mortgaging cannot be used when transferring allocations to other governmental agencies. Only the allocation balance may be transferred.

### City of Huntington Park Allocation Summary

2018 annual allocation	\$157,617
<b>Current available balance with 2018 annual allocation</b>	<b>\$2,751,595</b>

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2018 annual allocation	\$157,617
<u>5-year mortgage</u>	x 5
Subtotal	\$788,085
Current available balance with 2018 annual allocation	\$2,751,595
<b>Total available allocation with 5 year mortgage</b>	<b>\$3,539,680</b>

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2018 annual allocation	\$157,617
<u>3-year mortgage</u>	x 3
Subtotal	\$472,851
Current available balance with 2018 annual allocation	\$2,751,595
<b>Total available allocation with 3 year mortgage</b>	<b>\$3,224,446</b>