CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, August 6, 2019

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

Karina Macias
Mayor

Manuel "Manny" Avila
Vice Mayor

Graciela Ortiz
Council Member

Marilyn Sanabria
Council Member

Jhonny Pineda
Council Member

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

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by

telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

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

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.

- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.

- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.

- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

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

Public Comment

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

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

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 July 16, 2019.

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated August 6, 2019.

COMMUNITY DEVELOPMENT

3. Adopt Ordinance Approving a Zoning Ordinance Amendment Amending Various Sections of the City of Huntington Park's Municipal Code

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive second reading and adopt Ordinance No. 2019-978, approving a zoning ordinance amendment amending various sections of Title 9 "Zoning" of the City of Huntington Park's Municipal Code.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

4. Consideration and Approval of Memorandum of Understanding (MOU) with the Greater Huntington Park Area Chamber of Commerce

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Memorandum of Understanding with The Greater Huntington Park Area Chamber of Commerce; and

2. Authorize City Manager or designee to execute agreement.

5. Consideration and Approval to Award a Design Build Contract Agreement for the Construction of an Aquatic Center and Related Amenities at Salt Lake Park

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the use of a design build approach with XXX in an amount not to exceed $24,100,000 for the purpose of constructing an aquatic center and related improvements at Salt Lake Park;

2. Authorize the City Manager to negotiate final terms and conditions of the agreement and upon final terms being reach, the City Manager is authorized to execute an agreement which binds the City to the process and project approved herein;

3. Authorize City Manager to execute an agreement with Infrastructure Engineers for the Program, Project, Construction Management and inspection of the project; and

4. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 Class 1 categorical exemption; 15304 Class 4 categorical exemption; and Class 15323 Class 23 categorical exemption.

REGULAR AGENDA (CONTINUED)

CITY MANAGER (CONTINUED)

6. Consideration and Approval for Authorization to Negotiate and Execute the Financing for a Design Build Construction of an Aquatic Center and Related Amenities at Salt Lake Park

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize City Manager to negotiate and execute term loan with CalPrivate Bank for the design build construction of an aquatic center and related amenities at Salt Lake Park and/or;

2. Authorize City Manager to execute term loan with Housing and Urban Development (HUD) Section 108 financing for the design build construction of an aquatic center and related amenities at Salt Lake Park and/or;

3. Authorize City Manager to negotiate and execute any combination of allowable financing options for the design build construction of an aquatic center and related amenities at Salt Lake Park.

PUBLIC WORKS

7. Consideration and Approval of First Amendment to Contract Services Agreement for Janitorial Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to agreement with J316 Builder for janitorial services; and

2. Authorize City Manager or designee to execute agreement.

8. Consideration and Approval of Second Amendment to the Huntington Park Express Fixed Route Transit Services Assignment to Agreement to Include Trolley Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve second amendment to the Huntington Park Express Fixed Route Transportation Services Assignment to Agreement to include trolley services; and

2. Authorize City Manager or designee to execute the agreement.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Jhonny Pineda

Council Member Marilyn Sanabria

Vice Mayor Manuel "Manny" Avila

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, August 20, 2019 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 not less than 24 hours prior to the meeting. Dated this 3rd day of August 2019.

Donna G. Schwartz

Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, July 16, 2019

Sergeant at Arms read the Rules of Decorum before the start.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Tuesday, July 16, 2019, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

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

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Arnold Alvarez-Glasman, City Attorney; Cosme Lozano, Chief of Police; Raul Alvarez, Assistant City Manager; Cynthia Norzagaray, Director of Parks and Recreation; Nita McKay, Director of Finance & Administrative Services; Daniel Hernandez, Director of Public Works and Sergio Infanzon, Director of Community Development. ABSENT: Donna G. Schwartz, City Clerk.

INVOCATION

The invocation was led by Mayor Macias.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Avila.

PRESENTATIONS

City of Huntington Park's Police Department Animal Enforcement Officer Juan Lozano gave a presentation on Pet Adoptions

Michael Kodama, Eco Rapid representative, gave an update on Eco Rapid Transit.

PUBLIC COMMENT

1. Ana Maria Rojas, voiced concern with Blue Shield not being able to continue the aerobics class and obtaining a permit.

2. Evelia Castillo, reminded everyone about the American Cancer Society's "Relay for Life" event and announced a fundraiser at Hometown Buffet on Sunday, July 28th from 8 to 11 am.

3. Haydee Luppino, voiced concern with Blue Shield not being able to obtain a permit.

4. Andy Clapkin, commented on public hearing items 10 and 11.

City Attorney Arnold Alvarez-Glasman noted Mr. Clapkins comment would be more appropriate during the public hearing portion of item 10.

5. Manuel Castillo, spoke in opposition to public hearing item 9.

City Attorney Arnold Alvarez-Glasman advised Mr. Castillo that he can comment during the public hearing portion of item 9. Mr. Castillo chose to speak at this time.

6. Rodolfo Cruz, spoke in regards to regular agenda item 4, feels tax should not be charged to Senior Citizens, Retirees or the Disabled. Commented on HP Robocop and the lack of collecting parking meter fees.

7. Maria Valdovinos, commented on illegal dumping in alleys and throughout the City, homeless issue near her home and along Pacific Boulevard and residents not calling for bulky items to be picked up.

8. Rolando Montalvo Jr., mentioned the 4th of July incident, trash and spoke in opposition to PD.

DRAFT

STAFF RESPONSE

Mayor Macias responded to the comments regarding Blue Shield and stated she would be meeting with the Director of Community Development and apologized for being so busy and not be able to return calls, but promised to meet with them.

City Manager Ricardo Reyes stated staff is working diligently to address the many concerns heard this evening. Comments regarding public hearing items will be addressed during the public hearing portion of that item. Mr. Reyes noted that a representative from United Pacific Waste (UPW) was in attendance to answer any questions.

City Manager Ricardo Reyes requested Regular Agenda Item 7 be pulled at this time.

Council Member Pineda commented on bulky items, noted his opposition to the sale of UPW, asked trash company to pick-up bulky items if they see them, mentioned that property owners should have appropriate trash service and stated he has never met Mr. Montalvo.

Council Member Ortiz, thanked Ms. Valdovinos for noticing properties that need to be cleaned, directed staff to work with Ms. Valdovinos regarding her concern with trash in the alleys, and asked property owners to pay attention to their properties.

CLOSED SESSION

At 7:11 p.m. City Attorney Arnold Alvarez-Glasman, recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Government Code Section is 54956.9(d)(1) [One Matter]
   Christopher Lisner v. City of Huntington Park

2. CONFERENCE WITH LABOR NEGOTIATOR - Regarding Represented Employees
   (Government Code Section 54957.6(a))
   City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager
   Employee Organization: Police Officers Association (POA)

3. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
   City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Administrative Services Director
   Employee Organization: General Employees Association (GEA)

At 8:04 p.m. Mayor Macias reconvened to open session with all Council Members present

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Alvarez-Glasman announced all Council Members were present and briefed on closed session items 1 through 3. 1.) no action taken, nothing to report. 2.) no action taken, nothing to report. 3.) not action taken, nothing to report.

Mayor Macias allowed another public comment during this time due to comment card not properly picked up from the tray.

9. Ivonne Correra, announced luminaries can be purchased in memory of loved ones at the American Cancer Society's "Relay for Life" event.

DRAFT

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve consent calendar, seconded by Council Member Pineda. Motion passed 5-0, by the following vote.

ROLL CALL:

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

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held July 2, 2019.

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated July 16, 2019.

END OF CONSENT CALENDAR

REGULAR AGENDA

OFFICE OF THE CITY CLERK

3. Consideration and Review to Award a Professional Services Agreement (PSA) for Spanish Translation Services for City Council Meetings

City Manager Ricardo Reyes presented the staff report.

Motion: Council Member Ortiz moved to approve Professional Services Agreement with Municipal Translation Company for Spanish Translation Services for regular city council meetings, special city council meetings and other meetings for an initial period of two (2) years at an amount not to exceed $30,000 per year. Upon conclusion of the term, this agreement to come back to Council for review and approval and authorized City Manager to negotiate and execute agreement, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

FINANCE

4. Consideration and Approval of a Resolution Fixing the Annual Pension Tax Rate to Pay the City's Pension Obligation Bond Annual Debt Service and a Portion of the Cost of the Public Employees' Retirement System for Fiscal Year 2019-20

City Manager Ricardo Reyes announced the item and introduced Finance & Administrative Services Director Nita Mckay who presented the staff report.

Motion: Council Member Ortiz moved to adopt Resolution No. 2019-15, Fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2019-20 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2019, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

DRAFT

ROLL CALL:

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

PARKS AND RECREATION

5. Consideration and Approval of Activities in Public Places Permit and Fee Waiver Request by the American Cancer Society for the 2019 "Relay for Life" of Southeast Cities Event

City Manager Ricardo Reyes announced the item and introduced Parks and Recreation Director Cynthia Norzagaray who presented the staff report.

Motion: Council Member Ortiz moved to approve the "Activities in Public Places" permit for the American Cancer Society to host the 2019 "Relay for Life" of Southeast Cities event on August 3, 2019, approve the Parks and Recreation Commission recommendation on the fee waiver and waived additional Building and Safety fees requested by the American Cancer Society, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

REGULAR AGENDA (CONTINUED)

PARKS AND RECREATION (CONTINUED)

6. Consideration and Approval of a Resolution Approving the Application for Grant Funds to the Proposition 68 Statewide Park Development and Community Revitalization Program (SPP)

City Manager Ricardo Reyes announced the item and introduced Parks and Recreation Director Cynthia Norzagaray who presented the staff report.

Motion: Council Member Ortiz moved to adopt Resolution No. 2019-16, approving the application for grant funds to the Proposition 68 Statewide Park Development and Community Revitalization Program (SPP) to enhance and renovate existing neighborhood Parks for the community, authorized City Manager to execute all related grant application documents submitted by Parks and Recreation Director, and requested Council be forwarded what is being proposed before grant is submitted in case Council has any proposed changes, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

PUBLIC WORKS

ITEM PULLED BY CITY MANAGER DURING STAFF REPSONSE.

7. Consideration and Approval of Ordinance and Resolution Adopting the California Uniform Public Construction Cost Accounting Act as Contained in Public Contract Code Section 22000, Et Seq.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

DRAFT

1. Waive first reading and introduce Ordinance No. 2019-977, adding Section 2-5.21 "Uniform Public Construction Cost Accounting Procedures" to Title 2 "Administration," Chapter 5 "Purchasing Systems," to the City of Huntington Park's Municipal Code; and

2. Schedule the second reading and adoption of said ordinance to the next regular city council meeting.

3. Adopt Resolution No. 2019-17, adopting the California Uniform Public Construction Cost Accounting Act (the Act), as contained in Public Contract Code (PCC) Section 22000, et seq; and

4. Direct the City Clerk to notify the State Controller's Office in writing of the city's election to become subject to the uniform construction cost accounting procedures along with a copy of the adopted Ordinance and Resolution.

8. Consideration and Approval of a Resolution Executing the Los Angeles County Metropolitan Transportation Authority Funding Agreement (LACMTA) for the Slauson Avenue Congestion Relief Improvements Project, LACMTA Project ID# Measure R MR306.53 and FTIP LA0G1669

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

Motion: Council Member Ortiz moved to approve acceptance of design, to have council and residents involved with the design, adopt Resolution No. 2019-18 authorizing the execution of the Los Angeles County Metropolitan Transportation Authority (LACMTA) funding agreement for the Slauson Avenue Congestion Relief Improvements Project, LACMTA Project ID# Measure R MR306.53 and FTIP LA0G1669 (Project), authorize City Manager to execute the funding agreement and all other associated project documents, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA

PUBLIC HEARING

FINANCE

9. Consideration and Approval of a Resolution Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2019-20

City Manager Ricardo Reyes announced the item and introduced Finance & Administrative Services Director Nita Mckay who presented the staff report.

Mayor Macias opened the item up for public comment.

Public Comment

1. Manuel Castillo, voiced concern with the taxes not being used on street lighting or streets and who to contact.

2. Andy Clapkin, voiced concern with the funds and where they are going.

Mayor Macias closed public comment.

DRAFT

Motion: Council Member Pineda moved to adopt Resolution No. 2019-19, Establishing and Ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2019-20, seconded by Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

10. Consideration and Approval of a Resolution Authorizing Collection of Delinquent Refuse Charges Pursuant to Section 6-2.112 of the City of Huntington Park's Municipal Code (172.54 Refuse Collection Fees)

City Attorney Arnold Alvarez-Glasman announced the item and introduced Finance & Administrative Services Director Nita Mckay who presented the staff report.

Mayor Macias opened the item up for public comment.

Public Comment

1. Andy Clapkin, spoke in regards of those who are delinquent, payment of service and notification of his tenants that owe money or of the assessment.

Mayor Macias closed public comment.

Motion: Council Member Sanabria moved to adopt Resolution No. 2019-20, Directing the County Assessor to include delinquent refuse collection fees as a special assessment to be collected at the same time and in the same manner as County taxes (172.54 Refuse Collection Fees), seconded by Council Member Ortiz. Motion passed 4-1, by the following vote:

ROLL CALL:

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

COMMUNITY DEVELOPMENT

11. Consideration and Approval of an Ordinance Amendment Amending Various Sections of Title 9 "Zoning" of the City of Huntington Park's Municipal Code

City Attorney Arnold Alvarez-Glasman announced the item and introduced City Manager Ricardo Reyes who noted some changes to one of the pages to the ordinance and handed out copies and provided some for the public. Mr. Alvarez-Glasman then introduced Director of Community Development Sergio Infanzon who presented the staff report.

Mayor Macias opened the item up for public comment.

Public Comment

1. Andy Clapkin, stated he wasn't aware of the meeting and objected to the changes.

2. Manuel Castillo, commented on the future of the city and spoke in opposition to some of the changes related to parking.

Mayor Macias closed public comment.

Motion: Council Member Ortiz moved to waive first reading and introduce Ordinance No. 2019-978, approving a Zoning Ordinance Amendment amending various sections of the City of Huntington Park's Municipal Code and schedule the second reading and adoption of said ordinance to the next regular city council meeting, seconded by

DRAFT

Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

END OF PUBLIC HEARING

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS None.

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz, announced the 3 on 3 Basketball Tournament on Saturday, July 20th and invited the community to participate and come out and enjoy the different activities being offered.

Council Member Jhonny Pineda, thanked those who attended, thanked his colleagues for attending the soccer game against the visitors from Columbia, announced he would be at the 3 on 3 Basketball Tournament on Saturday, July 20th and invited the public to attend.

Council Member Marilyn Sanabria, thanked everyone for their comment, thanked staff for all their support, reminded everyone about the Food Pantry distribution and invited the community.

Vice Mayor Manuel "Manny" Avila, thanked those who attended tonight's meeting, reminded everyone to be mindful of the current weather conditions and encouraged all to drink plenty of water.

Mayor Karina Macias, thanked staff for all their support, thanked the audience for their comments during public comment and invited everyone to sign up for the Parks and Recreation's Zuma Beach excursion.

ADJOURNMENT

At 9:23 p.m. Mayor Macias adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, August 6, 2019 at 6:00 P.M.

Respectfully submitted,

_____
Donna G. Schwartz, CMC
City Clerk

By: Daniel Hernandez, Director of Public Works

DRAFT

ORDINANCE NO. 2019-978

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, APPROVING A ZONING ORDINANCE AMENDMENT AMENDING VARIOUS SECTIONS OF HUNTINGTON PARK MUNICIPAL CODE AND THE ADOPTION OF A NEGATIVE DECLARATION UNDER THE CALIFORNIA ENVIORNMENTAL QUALITY ACT

WHEREAS, the City's Planning and Zoning Code is located within Title 9 of the Huntington Park Municipal Code (HPMC); and

WHEREAS, the City Council of the City of Huntington Park wishes to amend the following sections of the HPMC:

HPMC Section 9-1.203, Definitions
HPMC Section 9-2.101, General Requirements
HPMC Section 9-2.17, Fences and Walls
HPMC Section 9-3.803, Off-Street Parking Standards
HPMC Section 9-3.804, Off-Street Parking Standards
HPMC Section 9-3.2401, Educational Institutions
HPMC Section 9-4.102, Allowed Uses (Residential)
HPMC Section 9-4.103, Zoning District Development Standards (Residential)
HPMC Section 9-4.202, Allowed Uses (Commercial)
HPMC Section 9-4.203, Zoning District Development Standards (Commercial)
HPMC Section 9-4.302, Allowed Uses (Industrial/Manufacturing Planned Development)
HPMC Section 9-4.303, General Standards (Industrial/Manufacturing Planned Development); and

WHEREAS, the City Council of the City of Huntington Park wishes to relocate the following HPMC sections to Title 9 (Zoning):

HPMC Section 3-1.12, Dances
HPMC Section 3-1.13, Entertainment Permits
HPMC Section 3-1.22, Special Events
HPMC Section 5-13, Activities in Public Places
HPMC Section 5-31, Motion Picture and Film Permits
HPMC Section 8-3, Fences and Walls; and

WHEREAS, this Ordinance will not adversely affect property values and will not be detrimental to the City; and

WHEREAS, the City Council has determined that it is in the interest of the City to amend and relocate these sections of the HPMC; and

WHEREAS, on July 9, 2019, following proper notice, a special Planning Commission

meeting was called and a public hearing was held, and the City's Planning Commission adopted Resolution No. 2019-05 ZOA, recommending to the City Council the adoption of a Citywide Zoning Ordinance Amendment (ZOA) amending various sections of the Huntington Park Municipal Code (HPMC); and the adoption of a Negative Declaration under the California Environmental Quality Act (CEQA); and

WHEREAS, the City Council has considered evidence presented by the Planning Commission and City Staff at a duly noticed public hearing held on July 16, 2019.

WHEREAS, for the purpose of this resolution, all existing HPMC language will be identified in normal font, all HPMC sections proposed to be deleted will be identified in ~~strikethrough~~ font, and proposed language is identified in **bold underline**.

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

SECTION 1: Title 9, Chapter 1, Article 2, Section 9-1.203 (Definitions) of the HPMC is hereby amended to read as follows:

HPMC SECTION 9-1.203 – DEFINITIONS

1. "Accessory Structure/Building" means a structure detached from a principal structure on the same parcel, incidental to the principal structure and not designed for human habitation, **and shall incorporate a design, including materials and colors, similar to the principal structure, and shall be located in an efficient manner in compliance with all applicable zoning requirements. Accessory structures/buildings shall not be located in a required front or street side yard setback.**

2. "Garage" means an enclosed structure or a portion of an enclosed structure, used for the parking of vehicles. **Garage design and architecture shall be compatible with the main dwelling unit(s). A minimum interior dimension of twenty (20) feet by twenty (20) feet of clear and unobstructed floor space shall be maintained for a two (2) car garage.**

3. "Carport" means a permanent roofed structure **along the path of a driveway** not completely enclosed that is used for vehicle parking for the occupants of the premises. **A two (2) car carport shall have a minimum unobstructed inside dimension of eighteen (18) feet width by twenty (20) feet length. A one (1) car carport shall have a minimum unobstructed inside dimension of nine (9) feet width by twenty (20) feet length. For residential properties, carports shall not substitute a garage.**

4. "Lot coverage" means the percent of a parcel that is covered by structures, including main and accessory buildings**, carports, and patio covers**. ~~On residential parcels, lot coverage excludes patios open on at least two (2) sides and gazebos up to 300 square feet in area.~~

5. **"Patio cover" means a permanent roofed structure with a maximum of three (3) walls to be used only for recreational or outdoor living purposes. Patio covers shall only be located behind a main structure.**

6. **"Storage shed" shall mean accessory structure/building utilized for the keeping of items belonging to the occupant(s) of the property. Storage sheds shall be exempt from a Building permit and Planning approval subject to the following: 1) are less than 120 square feet; 2) do not require a Building permit, including electrical or mechanical; 3) are not placed on a permanent foundation; 4) and have a maximum exterior height of 7'-6" as measured from the finished floor to the highest point of the roof. All accessory structures shall comply with zoning district setbacks even if a permit is not required. Maximum of one (1) storage shed per parcel.**

7. **"Educational Institution, Low-Intensity" shall mean any public, private, charter, or parochial school, and elementary, junior high, or high school giving general academic instruction in the several branches of learning, excluding trade schools, with emphasis on instruction provided to minors. It also includes infant centers, preschools, extended day care facilities, and school age child care centers. It does not include large or small family child day care homes.**

8. **"Educational Institution, High-Intensity" shall mean: any public or private school offering instruction in the technical, commercial, or trade fields such as business, secretarial, electrical, building, plumbing, mechanical, medical, cosmetology, computer, or other curriculum with emphasis on instruction provided to adults.**

9. ~~"School" means an institution of learning for minors, whether public or private, which offers instruction in those courses of study required by the California Education Code, or which is maintained in compliance with the standards set by the State Board of Education. This definition includes a nursery school, kindergarten, elementary school, junior high school, senior high school or any special institution of education, but it does not include a vocational or professional institution of higher education, including a community or junior college, college or university.~~

10. ~~"Day care center" means any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities, and school age child care centers.~~

11. "Child day care facility" means a facility that provides nonmedical care to children under eighteen (18) years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual

on less than a twenty-four (24)-hour basis. Child day care facility includes ~~day care centers and~~ family day care homes.

SECTION 2: Title 9, Chapter 2, Article 1, Section 9-2.101 (General Requirements) of the HPMC is hereby amended to read as follows:

HPMC SECTION 9-2.101, GENERAL REQUIREMENTS

Table II-1

THRESHOLD OF REVIEW

Item	Director[1]	Commission	Council
Certificates of Compliance	X		
Home Enterprise Permits	X		
Sign Permits	X		
Interpretations	X		
Temporary Use Permits	**X**		
Special Event Permits	X		
Film Permits	**X**		
Fence and Wall Permits	**X**		
Minor Modifications	X		
Minor Variances	X		
Minor Conditional Use Permits	X		
Planned Sign Programs		X	
Variances		X	
Development Permits			
Residential:			
1 Dwelling Unit	X		
2+ Dwelling Units		X	
Commercial:			
1 - 4,999 square feet or less than 50% added	X		
5,000+ or greater than 50% added		X	
Industrial:			
1 - 4,999 square feet or less than 50% added	X		
5,000+ or greater than 50% added		X	
Conditional Use Permits		X	
Dance Permit		**X**	
Entertainment Permit		**X**	
Specific Plans		X[2]	X
General Plan Amendments		X[2]	X
Zoning Map Amendments		X[2]	X
Zoning Code Amendments		X[2]	X
Development Agreements		X[2]	X

Table II-1 THRESHOLD OF REVIEW			
Item	Director[1]	Commission	Council
Activity in Public Places Permit			**X**

1 The Director may refer any ~~entitlement~~ **permit** application to the Commission for final determination.

2 Commission recommends to Council for final determination.

SECTION 3: Title 9, Chapter 2, Article 2, Section 9-2.17 Fences and Walls of the HPMC is hereby created to read as follows:

HPMC SECTION 9-2.17, FENCES AND WALLS

9-2.1701 Definitions

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

(a) "Abut" means contiguous to; for example, two (2) adjoining lots with a common property line are considered to be abutting.

(b) "Adjacent" means near, close, contiguous, or abutting; for example, an industrial zone across a street or highway from a residential zone shall be considered as adjacent.

(c) "Adjoining" means across from a street, highway, alley, railroad, or drainage channel or directly abutting.

(d) "Alley" means a public or private way at the rear or side of property, permanently reserved as a means of secondary vehicular access to abutting property.

(e) "Block wall" means a wall constructed of slump block, split face brick, concrete or other masonry decorative material. No building materials other than those necessary for interior reinforcement or exterior plaster shall otherwise be used in the construction of a block wall. All block walls shall be compatible with the color, style and design usage **of the property and shall be subject to the approval of the Director of Community Development.**

(f) "Main building" means a building within which is conducted the principal use permitted on the lot as provided by the zoning regulations.

~~(g) "Building setback line" means the minimum distance from the center line of a street to any point on a building or structure related thereto, exclusive of those architectural features permitted to extend into such required yards or open spaces.~~

(~~h~~g) "Corner cutback" means the reserved open space for the maintenance of adequate and safe visibility for vehicular and pedestrian traffic at all intersections of streets, alleys, and/or private driveways as provided in the zones. Such space shall be kept free of visual obstructions. In no case shall landscaping and/or structures permitted in the required corner cutback area exceed two (2') feet six (6') inches in height, measured from the established street grade. Corner cutback shall be subject to review and approval by the City Traffic Engineer.

~~(i) "Decorative fence" means a fence constructed of wood, wrought iron, vinyl or other decorative material. Decorative fences are designed and constructed so as to have eighty (80%) percent visibility through the fence. When a decorative fence is located behind the front yard setback or building setback and can be seen from a street, the fence shall incorporate effective and decorative screening materials such as solid sheets of metal, vinyl or wood, or louvers made of metal, vinyl or wood painted to match the fence and complement the subject residence.~~

(~~j~~h) "Fence" means any structure, planting, tree, shrub, or hedge, or any combination thereof, forming a physical barrier which is constructed, maintained, or intended to be impenetrable to persons or animals, the primary purpose of which is to enclose or separate areas of land. This shall include masonry, wire mesh, steel mesh, chain link, **louvers, wood, stake, trees, shrubs, hedges, and/or other similar materials.**

(~~k~~i) "Front wall" means the wall of a building or structure nearest the street on which the building fronts but excluding certain architectural features, such as cornices, canopies, eaves, or embellishments.

(~~l~~j) "Front yard" means a yard which extends across the full width of the lot or parcel of land and extends from the front lot line to the entire actual front building line including building offsets covered with a roof extension.

(~~m~~k) "Height" means the vertical distance measured from the top of the uppermost vertical projection to the grade beneath.

9-2.1702 Permits required

No person shall erect or construct any fence or wall in the City, or cause the same to be done, without first obtaining a separate permit for each such fence or wall.

9-2.1703 Permit fees

A fee for every fence/wall permit shall be paid to the City based on the most current fee schedule set by the City Council.

9-2.1704 Residential zones

In any R-L, R-M, or R-H Zone, the following shall be established:

(a) No fence shall be greater than eight (8'-0") feet in height above the natural level of the ground in any area or finish grade adjacent thereto. A fence or wall not greater

than eight (8'-0") feet in height may be erected on any residential lot except where fences or walls are prohibited or restricted or except where there is a height limitation imposed.

(b) Within the front yard setback or building setback, whichever is less, no fence or wall shall exceed sixty (60") inches in height, where the first thirty (30") inches above the natural ground or finished grade may be constructed solid and view obscuring. Above the first thirty (30") inches, fences shall be non-view obscuring. The fence or wall height on corner lots, at the intersection of two (2) public streets shall be subject to the review and approval of the Director of Community Development.

(c) A fence or wall not greater than eight (8'-0") feet in height may be constructed along the street line of a corner lot, except on a reversed corner lot, behind the front yard setback or building setback, whichever is less and terminating at the rear property line of the lot, except where corner cutback is required.

(d) A fence or wall not greater than eight (8'-0") feet in height may be constructed along the street line of a reversed corner lot beginning at the front yard setback or building setback, whichever is less and terminating at a point no less than ten (10'-0") feet from the rear property line of the lot. Such fence or wall shall have a corner cutback and may not extend within a triangle, two sides of which shall be the rear property line and the side street property line measured ten (10'-0") feet in each direction from the point of intersection of such lines, and the third side of the triangle which shall be a straight line connecting such two points, except as follows:

1. A fence or wall not greater than eight (8'-0") feet in height may be constructed within the required corner cutback area, provided that the first thirty (30") inches above the natural ground or finished grade may be constructed solid and view obscuring, anything above the first thirty (30") inches shall be non-view obscuring and constructed so as to have a minimum of eighty (80%) percent visibility.

(e) When there is a difference in the ground level between two (2) adjoining lots, the height of any fence or wall constructed along the property line shall be determined by using the finished grade of the highest contiguous lot.

(f) Fence or wall materials shall include wrought iron, wood, concrete block, brick and vinyl. Vinyl fences must duplicate a wood grain appearance. Chain link fences or chain link gates of any type shall not be permitted on any residentially zoned or developed property.

(g) Within the front yard, fences or walls shall be limited to decorative open-fencing, such as wrought iron. Block wall materials shall be decorative in finish such as slump block, brick or other decorative stone. Block walls may be stucco covered providing the color of the stucco matches the primary color of the residential structure.

(h) Any new residential development of two (2) or more dwelling units, but excluding additions and minor improvements, shall provide a block wall not less than six (6'-0") feet in height along the side and rear property lines, except where expressly

prohibited by this section. Block walls shall be architecturally compatible with the proposed architectural theme.

9-2.1705 Properties developed for parking use

(a) Property developed for parking abutting property in residential zones. Where property being developed for parking abuts property in a residential zone, a fence or wall not greater than eight (8'-0") feet in height may be constructed along the common boundary line of such abutting property. Such eight (8'-0") foot wall shall not extend into the front yard or side yard setback required in any abutting residential zone and shall be subject to the height requirements of the residential zone. Where such wall abuts a required building line front setback, such wall shall not be more than three (3'-0") feet in height.

(b) Property developed for parking fronting property in residential zones. Where the property being developed for parking is across a street or highway from property in a residential zone, a fence or wall not greater than eight (8'-0") feet in height may be constructed along the rear and side boundary line of such property. The front fence or wall shall not exceed three (3'-0") feet in height and shall be erected and maintained not less than five (5'-0") feet from the front property line.

(c) Other property developed for parking. Where the property being developed for parking is across a street or highway from property in any zone other than a residential zone, a fence or wall not greater than eight (8'-0") feet in height may be constructed along the rear and side boundary line of such property. The front fence or wall shall not exceed three (3'-0") feet in height and shall be erected and maintained not less than five (5'-0") feet from the front property line.

9-2.1706 Commercial and industrial zones

(a) Commercial or industrial property abutting residential property. Where a property in a commercial or manufacturing zone abuts property in a residential zone, a fence or wall not greater than eight (8'-0") feet in height may be constructed along the common boundary line between such properties. Such eight (8'-0") foot wall shall not extend into the front yard or side yard setback required in any abutting residential property and shall be subject to the height requirements of the residential zone.

(b) Commercial property abutting nonresidential property. Where property in a commercial zone does not abut property in a residential zone, there shall be an eight foot (8'-0") maximum height requirement for fences or walls erected along such property. However, where such wall abuts a required building line front setback, such wall shall not be more than three (3'-0") feet in height.

(c) Industrial and manufacturing property abutting nonresidential property. Where property in an industrial zone does not abut property in a residential zone, there shall be an eight foot (8'-0") maximum height requirement for fences or walls erected along such property. However, where such wall abuts a required building line front setback, such wall shall not be more than six (6'-0") feet in height. For the purposes of public safety, the fence heights on corner lots at the intersection of two (2) public streets

shall be subject to review and approval by the Community Development Director for safety standards and vehicular sight visibility. The Community Development Director is hereby authorized to impose lesser height requirements than set forth in this section if he or she deems such restriction necessary and in the public interests. The determination of the Community Development Director shall be subject to an appeal to the Council and a public hearing by the Council, whose determination shall be final. An appeal fee, as set forth in the City's fee schedule, shall be paid by any person who deems himself or herself aggrieved by the determination of the Community Development Director in connection with such appeal hearing before the Council.

9-2.1707 Advertising prohibited

No fence shall be erected, maintained, or used for the purpose of advertising.

9-2.1708 Obstructing corner visibility

Where an alley intersects a street or another alley, a fence or wall shall have a corner cutback and may not extend within a triangle, two sides of which shall be the alley property line and the intersecting street property line measured ten (10'-0") feet in each direction from the point of intersection of such lines, and the third side of the triangle which shall be a straight line connecting such two points, except as follows:

1. A fence or wall not greater than eight (8'-0") feet in height may be constructed within the required corner cutback area, provided that the first thirty (30") inches above the natural ground or finished grade may be constructed solid and view obscuring, anything above the first thirty (30") inches shall be non-view obscuring and constructed so as to have a minimum of eighty (80%) percent visibility.

9-2.1709 Electric fences

No electrically charged fence shall be erected, constructed, or maintained in the City.

9-2.1710 Barbed wire and chain link fences

No barbed wire or other sharp-pointed materials shall be erected, constructed, or maintained in the City.

9-2.1711 Nonconforming fences

Any fence lawfully erected prior to May 17, 1967, and not conforming with the location requirements and height limitations prescribed in this chapter, shall be classified as nonconforming and shall be subject to all the applicable regulatory provisions concerning nonconforming uses.

SECTION 4: Title 9, Chapter 3, Article 8, Section 9-3.803 Off-Street Parking Standards of the HPMC is hereby amended to read as follows:

HPMC SECTION 9-3.803, OFF-STREET PARKING STANDARDS (GENERAL REGULATIONS)

HPMC Section 9-3.803 General regulations.

1. Off-street parking shall be provided subject to the provisions of this chapter for:

A. Any new structure;

B. Any new use established;

C. Any addition or enlargement of an existing structure or use; or

D. Any change in the occupancy of any structure or the manner in which any use is conducted that would result in additional parking spaces being required.

2. As an exception to the above requirements, **on a parcel containing only a single-family residence,** an existing single-family residence that has less than the required number of parking spaces may be enlarged without providing additional parking spaces if ~~either of the following apply:~~

~~A. The addition is less than 300 gross square feet; or~~

~~B. The addition, when combined with the square footage of the existing structure (excluding any garage space) equals less than 1,300 gross square feet.~~

The addition when combined with the square footage of the existing structure (excluding any garage space) equals less than 1,500 square feet.

SECTION 5: Title 9, Chapter 3, Article 8, Section 9-3.804 Off-Street Parking Standards of the HPMC is hereby amended to read as follows:

HPMC SECTION 9-3.804, OFF-STREET PARKING STANDARDS (NUMBER OF PARKING SPACES REQUIRED)

The following minimum number of parking spaces shall be provided for each use (where "sf." refers to square foot and "gfa." refers to gross floor area):

USE	NUMBER OF REQUIRED SPACES
1. Residential	
Single-family detached dwellings	2 spaces within a garage, **plus 1 parking space (covered or uncovered) for every bedroom after the first two (2) bedrooms, and 1**

USE	NUMBER OF REQUIRED SPACES
	uncovered guest space for every unit.
Single-family attached dwellings	2 spaces with**in** a garage, plus 1 **parking space (covered or** uncovered**) for every bedroom after the first two (2) bedrooms, and one (1)** uncovered guest space for every ~~3 units~~ **unit.**
Mobile home parks	1.5 covered spaces, plus 1 uncovered guest space for every 3 units.
Multi-family residential	2 covered spaces per unit, **plus 1 parking space (covered or uncovered) for every bedroom after the first two (2) bedrooms,** plus 1 uncovered guest space for every ~~3 units~~ **unit.**
Small family child day care home	No additional spaces required.
Large family child day care home	2 spaces for the primary residence, plus one for loading/unloading passengers.
Residential clubs, fraternity/sorority houses rooming houses and similar facilities with guest rooms	1 space for each 2 guest rooms.
Retirement homes, senior housing, congregate care	1 space for each 2 guest rooms.
Second dwelling	2 spaces within a garage or carport located at the rear half of the parcel, **plus 1 uncovered guest parking space.**
Single room occupancy	1 space for each 4 guest rooms.
Transitional and/or supportive housing	2 covered per unit, plus 1 uncovered guest space for every 3 units.
2. Commercial/Office	
Commercial, retail and service uses:	1 space for each 400 sf. gfa.
Multi-tenant general	1 space for each 400 sf. gfa.

The above requirements apply for all commercial centers; however, whenever delineation of individual uses is required, the following standards shall apply:

USE	NUMBER OF REQUIRED SPACES
Arcade (games/pool)	1 space for each 300 sf. of gfa.
Art/dance studio	1 space for each 300 sf. of gfa.
Automobile service, repair, painting	1 space for each service bay and 1 space for each 3,000 square feet of lot area.

USE	NUMBER OF REQUIRED SPACES
Automobile sales	1 space for each 400 sf. of indoor sales area; plus 1 space for each 4,000 sf. of outdoor sales area, plus 2 spaces for each service bay.
Automobile washing (self-service)	2.5 spaces per washing stall.
Automobile washing	1 space for each 250 sf. of floor area, plus 10 spaces for each wash lane.
Banks, savings and loans,	1 space for each 400 sf. of gfa.
Barber shop, beauty salon	1 spaces for each 600 sf. of gfa.
Card rooms, poker clubs	1 space for each 50 square feet of public area.
Hotels/motels	1.2 spaces for each guest room, plus requirements for any related commercial uses.
Laundry-coin operated	1 space for each 400 sf. of gfa.
Lube-n-tune shops	3 spaces for each service bay.
Lumber yards	1 space for each 800 sf. of gfa.
Mini-warehouse/storage	5 spaces adjacent to the office/ manager's unit and a 9-foot wide loading/parking aisle within any driveway adjacent to structure walls containing storage access doors in addition to the required aisle width for circulation and Fire Department access. In addition, 2 spaces adjacent to all ground level entrances in multi-story facilities.
Mortuaries and funeral homes	1 space for every 100 sf. of assembly room or floor area used for that purpose plus 1/400 for nonassembly.
Offices (general)	1 space for each 400 sf. of gfa.
Restaurants, cafes, bars, night clubs, dance halls, banquet halls and similar establishments with or without entertainment	1 space/100 sf. of seating/assembly gfa.; 1 space/400 sf. of nonseating gfa.; 1 space/100 sf. of outdoor seating area greater than 400 sf. For establishments with more than 10,000 sf of assembly area, 1 space for each 50 sf. over 10,000 sf.
Retail commercial	1 space for each 400 sf. of gfa.
Retail nursery, garden shop	1 space for each 400 sf. of indoor display area, plus 1 space for each 1000 sf. of outdoor display area.
Service stations	3 spaces plus 2 spaces for each service bay.
Storage yard, salvage yard	1 space for each 2 employees on the junk yard, automobile largest shift, plus

USE	NUMBER OF REQUIRED SPACES
	1 space for wrecking yard each 1,500 sf. of lot area.
3. Commercial recreation uses.	
Bowling alley	3 spaces per lane, plus as required for incidental uses (pro shop, restaurant, bar).
Driving range	3 spaces, plus 1 space per tee.
Family fun center	1 space for each 1,000 sf. of outdoor area, plus one space for each employee, and additional spaces for incidental uses (restaurant, gift shop).
Golf course	8 spaces per hole, plus as required for incidental uses (i.e., pro shop, bar, banquet room, etc.).
Golf course, miniature	3 spaces per hole, plus as required for incidental uses (i.e., game room, food service, etc.).
Health clubs	1 space for each 150 sf. of gfa., plus as required for incidental uses.
Skating rinks	1 space for each 100 sf. of skating area, plus as required for incidental uses.
Swimming pools	1 space for each 500 sf. area related to pool and incidental facilities, plus 1 space for each 200 sf. of pool area.
Tennis/racquetball	2 spaces per court, plus as facilities required for incidental uses.
4. Educational uses.	
~~Nursery, pre-school, day care~~ **High-Intensity Educational Institutions**	1 space for each ~~10 children the facility is licensed to serve.~~ **35 square feet of instructional area, plus 1 space for every 400 square feet of non-instructional area, plus 1 space for every full-time and part-time employee, faculty member, and administrative staff.**
Martial arts school	1 space for each 400 sf. of gfa.
~~Trade schools, business colleges, commercial schools~~ **Low-Intensity Educational Institutions**	1 space for each 3 students based on maximum occupancy load of each classroom, plus 1 space for each ~~classroom faculty and employees.~~ **full-time and part-time employee, faculty member, and administrative staff.**
5. Health related uses.	

USE	NUMBER OF REQUIRED SPACES
Convalescent/nursing homes	1 space for each 6 beds, plus 1 space for each employee.
Hospitals	1.5 spaces for each bed.
Medical offices/clinics, dental offices/clinics, veterinary clinics	1 space for each 300 sf. of gfa.
6. Industrial uses.	
Industrial (general)	1 space for each 800 sf. of gfa., plus 1 space for each vehicle used in connection with the use. Additional spaces required for office and retail uses exceeding 10 percent of gfa., to be calculated using standard office/retail parking ratios.
Public utility facilities	1 space for each 2 employees on the largest shift, plus 1 space for each vehicle used in connection with the use.
Warehouse	1 space for each 800 sf. of gfa. up to 10,000 sf. of gfa.; over 10,000 sf. of gfa., 1 space for each 1,000 sf. of gfa. Additional spaces required for office and retail uses exceeding 10 percent of gfa., to be calculated using standard office/retail parking ratios.
7. Places of assembly and institutional uses.	
Churches, conference/meeting facilities, auditoriums, clubs, lodges, union halls	1 space for each 4 seats, plus 1 space for each 100 sf. of gfa. planned for assembly purposes. For benches, 18 inches equals a seat.
Emergency shelters	1 space for every 6 adult beds, plus 1 space for each manager/assistant.
Museums, art galleries	1 space for each 400 sf. of gfa.
Theaters, movies	1 space for each 10 seats, plus 5 spaces (single screen) for employees. Add 2 spaces for each additional screen.
Wedding chapel	1 space for each 10 seats used for assembly purposes, plus 1 space for each 100 sf. of gfa. planned for assembly purposes. For benches, 18 inches equals a seat.

SECTION 6: Title 9, Chapter 3, Article 24, Section 9-3.2401 Educational Institutions of the HPMC is hereby amended to read as follows:

HPMC SECTION 9-3.2401, EDUCATIONAL INSTITUTIONS

9-3.2401 Purpose

The purpose of this Article is to ensure that the development of educational institutions do not adversely impact adjacent parcels or surrounding neighborhood and that they are developed in a manner which protects the health, safety, and general welfare of the nearby residents and businesses, while providing for the needs of the community.

9-3.2402 Definitions

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

(a) "Educational Institution, Low-Intensity" shall mean any public, private, charter, or parochial school, and elementary, junior high, or high school giving general academic instruction in the several branches of learning, excluding trade schools, with emphasis on instruction provided to minors. It also includes infant centers, preschools, extended day care facilities, and school age child care centers. It does not include family day care homes; small or large family child day care homes.

(b) "Educational Institution, High-Intensity" shall mean: any public or private school offering instruction in the technical, commercial, or trade fields such as business, secretarial, electrical, building, plumbing, mechanical, medical, cosmetology, computer, or other curriculum with emphasis on instruction provided to adults.

9-3.2403 Development Standards

1. High-Intensity Educational Institutions

A. Off-Street Parking: High-Intensity Educational

Institutions shall require one (1) parking space for every 35 square feet of instructional area, one (1) parking space for every 400 square feet of non-instructional area, and one (1) parking space for every full-time and part-time employee, faculty member, and administrative staff.

B. Distance Separation: High-Intensity Educational Institutions shall not be located within 1,000 foot radius from another educational institution. Radius shall be measured from each corner of the property where the educational institution is located on.

C. Other Requirements: Such other requirements as the Planning Commission may deem necessary to ensure that such use shall not unduly interfere with the use and enjoyment of properties or streets in the surrounding areas.

2. Low-Intensity Educational Institutions

A. Off-Street Parking: Low-Intensity Educational Institutions shall require one (1) parking space for every three (3) students the educational institution is designed to accommodate; and one (1) parking space for every full-time and part-time employee, faculty member, and administrative staff.

B. Circulation: Low-Intensity Educational Institutions shall provide a designated student loading and unloading area subject to review and approval by the Director of Community Development and the City Traffic Engineer.

C. Pedestrian Safety Plan: Low-Intensity Educational Institutions shall provide a Pedestrian Safety Plan that includes safe paths of travel, such as crosswalks at signaled intersections and across parking lots. Crossing guards may also be required subject to review and approval by the Director of Community Development and the Chief of Police.

D. Physical Recreation Area: Low-Intensity Educational Institutions shall provide outdoor or indoor recreational areas for students. A minimum of 50 square feet of active recreational area per student the educational institution is designed to accommodate. Physical recreational area shall mean an outdoor or indoor space in a school that is designed for active recreational activity and student play during recess. Outdoor activities shall be limited to the hours between 7:00 a.m. and 6:00 p.m.

E. Security Plan: Low-Intensity Educational Institutions shall provide a Security Plan that includes safety measures such as security cameras, gates/fencing, security guards, and check-in/check-out procedures.

F. Other Requirements: Such other requirements as the Planning Commission may deem necessary to ensure that such use shall not unduly interfere with the use and enjoyment of properties or streets in the surrounding areas.

SECTION 7: Title 9, Chapter 4, Article 1, Section 9-4.102 Allowed Uses (Residential) of the HPMC is hereby amended to read as follows:

HPMC SECTION 9-4.102, ALLOWED USES (RESIDENTIAL ZONES)

Table IV-1
ALLOWED LAND USES

LAND ACTIVITY			R-L	R-M	R-H
1.	Residential Uses				
	A.	Condominiums	D	D	D
	B.	Convalescent Homes	-	C	C
	C.	Child Day Care Facility			
		Small Family Child Day Care Home	P	P	P
		Large Family Child Day Care Home	LCC	LCC	LCC
		~~Day Care Center~~	~~C~~	~~C~~	~~C~~
	D.	Density Bonus/Affordable Housing	P	P	P

LAND ACTIVITY			R-L	R-M	R-H
	E.	Manufactured Housing	D	D	D
	F.	Multi-Family Dwellings	-	D	D
	G.	Second Dwelling Unit/"Granny" Housing/Guest House	P	-	-
	H.	Senior Citizen/Congregate Care Housing	-	-	C
	I.	Single-Family Dwellings	P	P	P
	J.	Single Room Occupancy Facilities	-	-	D
	K.	Group Homes			
		6 or less clients	P	P	P
		7 or more clients	C	C	C
	L.	Transitional Housing*	-	D	D
	M.	Supportive Housing*	-	D	D
	N.	Zero Lot Line/Small Lot Residential Developments	-	D	D
2.	Recreational Accessory Uses				
	A.	Swimming Pool, Private	P	P	P
	B.	Tennis Court, Private	D	D	D
	C.	Tree "Play" House	P	P	P
3.	Accessory Uses				
	A.	Fences and Walls	P	P	P
	B.	Garage	P	P	P
	C.	Keeping of Domestic Animals/Household Pets	P	P	P
	D.	**Laundry Facilities (Washer and Dryer)**	**P****	**P****	**P****
	E.	Outdoor Play/Athletic Equipment	P	P	P
	F.	Patio (with or without cover)/Gazebo	P	P	P
	G.	Satellite Dish Antenna	D	D	D
	H.	Storage	D	D	D
	I.	Vehicle Repair (Property owner/tenant vehicle only and only within enclosed garage/yard)	P	P	P
	J.	Vertical Antenna			
		12 feet or less in height	P	P	P
		12+ feet in height	D	D	D
4.	Other				
	A.	Churches	-	C	C
	B.	~~Private Schools~~ **Educational Institutions, Low Intensity**	**C**	C	C
	C.	Public Utilities/ Facilities	D	D	D
5.	Home Enterprises		Subject to Home Enterprise Permit		
6.	Temporary Uses		Subject to Temporary Use Permit		

* Note: Assumes transitional and supportive housing is configured as a multi-family residential use, and is therefore subject to a Development Permit. If such housing were configured as a single-family use, it would be permitted by right within the R-M and R-H zones.

**** Laundry facilities shall be located within the footprint of a dwelling unit. For multifamily properties, common laundry facilities shall be located in a detached or attached enclosed room specifically designated as a laundry facility and shall consist of not less than one automatic washer and dryer for every four units.**

SECTION 8: Title 9, Chapter 4, Article 1, Section 9-4.103 Zoning District Development Standards (Residential) of the HPMC is hereby amended to read as follows:

HPMC SECTION 9-4.103, ZONING DISTRICT DEVELOPMENT STANDARDS

(RESIDENTIAL ZONES)

Table IV-2
ZONING DISTRICT DEVELOPMENT STANDARDS

STANDARD	**R-L**	**R-M**	**R-H**
Maximum Units/Acre	8.712	17.424	20.0
Lot Area (square feet)	5000*	5000*	15000*
Lot Width (feet)	45*	45*	100*
Lot Depth (feet)	80*	100*	100*
Front Setback (feet)	20[1]	15[1]	10[1]
Rear Setback (feet)	10	10	10
Side Setback (each)	4 feet plus 1 foot for each story over 1 story		
Side Setback (street side)	10 feet plus 1 foot for each story over 1 story		
Lot Coverage (Building Footprint) (percent, maximum)	45%	55%	65%
Distance Between Structures (feet)	6	10[2]	10[2]
Structure Height (feet, maximum)	35, 2 stories	35	45
Private Outdoor Useable Space (square feet per unit)[3]	450	250/200	200/150
Common Useable Open Space (square feet per unit)[4]	0	200	200
Main Structure Height (maximum)	35 feet, 2 stories	35 feet	45 feet
Accessory Structure Height (maximum)	20 feet or 1 story whichever is less	20 feet or 1 story whichever is less	20 feet or 1 story whichever is less
Antennae, Vertical	(Refer to Chapter 3 Article 1 Property Development Standards)		
Fences, Walls, and Hedges	(Refer to Chapter 3 Article 1 Property Development Standards)		
Satellite Dish Antennae	(Refer to Chapter 3 Article 1 Property Development Standards)		

* Lots **created before January 1, 2019 containing no more than one dwelling unit are exempt from the minimum lot size standards. Properties falling under this**

exemption shall maintain a maximum of one dwelling unit and are subject to compliance with all other applicable development standards.

1. Garage door setback for single-family uses shall be a minimum of twenty (20) feet from the front property line.

2. When two (2) walls face each other and neither has a window opening they shall be separated by at least six (6) feet. If one or more of the walls has a window opening, they shall be separated by at least ten (10) feet.

3. Each ground floor dwelling unit shall be provided with 250/200 (R-M/R-H) square feet of private outdoor useable space while each upper story unit shall be provided with 200/150 (R-M/R-H) square feet of private outdoor area. Private outdoor space for condominium developments/conversions shall be in compliance with Section 9-3.1507 of the Huntington Park Municipal Code. The Director shall have the authority to adjust/average these minimum standards when doing so would result in an improved design and an enhanced overall provision of private outdoor space.

4. All multi-family residential developments shall provide common useable open space in compliance with Subsection 9-4.103, below. Common open space for condominium developments/conversions shall be in compliance with Section 9-3.1507 of the Huntington Park Municipal Code.

Table IV-3
ACCESSORY STRUCTURES – SINGLE-FAMILY ~~DETACHED~~ HOMES

Structure/Construction/Equipment	Property Line	Required Setback (In Feet)
Detached Garage, **detached carport**	Rear	~~0~~ **3** (no windows/doors)* **5 (windows/doors)*** ~~(with openings)*~~
	Side	~~0~~ **3** (no windows/doors)* **5 (windows/doors)*** ~~(with openings)*~~
	Side (street)	Main building setback
Swimming pool, spa, storage shed, fish pond	Rear Side Side (street)	3 3 Main building setback
Stationary barbecue, fire pit, attached patio cover, **attached carport**, gazebo	Rear Side Side (street)	3 3 Main building setback
Unenclosed/detached patio cover (within rear 1/3 of parcel)	Rear Side Side (street)	1 1 Main building setback
Air conditioning equipment, pool and	Rear	3

Structure/Construction/Equipment	Property Line	Required Setback (In Feet)
spa equipment, and ground-based antennae	Side Side (street)	3 located in rear yard; Main building setback located in side yard. 3 located in rear yard; Main building setback located in side yard.
Tennis court	Front, side, rear	Main building setback
Balcony, exterior stairs in excess of 30 inches	Front, side, rear	Main building setback
* If in the rear 33% of the lot, otherwise main building setback requirements apply. In no case shall a structure, construction, projection, or equipment be placed or occur beyond the property lines of the subject parcel.		

Table IV-4

ACCESSORY STRUCTURES – ~~SINGLE~~ **MULTI-**FAMILY ~~ATTACHED~~ HOMES

Structure/ Construction/Equipment	Property Line	Required Setback (In Feet)
Detached Garage, **detached carport**	Rear ~~50% of lot~~ Side Side (street)	~~0~~ **3** (no windows/doors)* **5 (windows/doors)*** ~~(with openings)*~~ ~~0~~ **3** (no windows/doors)* **5 (windows/doors)*** ~~(with openings)*~~ Main building setback
Spa, spa equipment, storage shed, fish pond, ground-based antennae	~~Front~~ Side Rear	~~3~~ 3 3
Stationary barbecue, fire pit, attached patio cover, **attached carport**, gazebo	~~Front~~ Side Rear	~~3~~ 3 3
Unenclosed/detached patio cover (within rear 1/3 of parcel)	~~Front~~ Side Rear	~~1~~ 1 1

I. Minimum Room Size Standards. Minimum room size standards are as follows:

Room	Minimum Area in Square Feet
Garage (2-car)	400
Bedroom	100
Full bath (tub, toilet, and lavatory)	50
Three-quarter bath (stall shower, toilet, and lavatory)	35

Room	Minimum Area in Square Feet
Half bath (toilet and lavatory)	25

Common living areas of a dwelling unit, such as living rooms, dining areas, kitchen, family room, etc, need to be in proportion to the number of bedrooms provided to properly accommodate the occupants. The area occupied by the common living areas shall be equal to or larger than the area occupied by the bedrooms.

SECTION 9: Title 9, Chapter 4, Article 2, Section 9-4.202 Allowed Uses (Commercial) of the HPMC is hereby amended to read as follows:

HPMC SECTION 9-4.202, ALLOWED USES (COMMERCIAL)

Table IV-5
ALLOWED LAND USES

	Land Use Activity	C-P	C-N	C-G
Administrative and Professional Offices:				
1.	Administrative, Business, Service, and Public Utilities	P	P	P
2.	Accounting, Consulting, Counseling, Design, and Legal	P	P	P
3.	Headquarters (Business, Corporate, and Government)	P	P	P
4.	Medical/Dental Uses	P	P	P
General Commercial Uses:				
1.	Auditoriums/Concert/Convention Halls	-	-	C
2.	Alcoholic Beverage Sales/Serving Establishments [see regulations in Section 9-4.203(2)(A) and Table IV-7]			
3.	Amusement/Video Arcades	-	-	C
4.	Antique Shops	-	P	P
5.	Apparel/Shoe Stores	-	P	P
6.	Appliance Stores	-	P	P
7.	Art/Photography Shops, Studios, Galleries	P	P	P
8.	Auction Sales	-	-	D
9.	Automobile, Motorcycle, and Truck Dealerships	-	-	C
10.	Automobile Parts Supply **(retail only, no auto repair or installation)**	**-**	**-**	~~C~~**P**
11.	Automobile Rental Agencies	-	-	D
12.	Automobile Repair Specialty Shops	-	-	C
13.	Automobile Service Centers	-	-	C
14.	Bakeries (retail only)	-	P	P

	Land Use Activity	C-P	C-N	C-G
15.	Banks/Financial Offices	P	P	P
16.	Banquet Halls, Lodges, and Conference Halls	-	-	C
17.	Barber/Beauty/Nail Shops	P	P	P
18.	Bars, Cocktail Lounges, Taverns	-	-	C
19.	Bicycle Shops (sales/service, non-motorized)	-	P	P
20.	Billiard/Pool Centers	-	-	C
21.	Book Stores (new/used)	-	P	P
22.	Book Stores/Adult Business [see regulations in Chapter 5-20]	-	-	P
23.	Bowling Alley	-	-	C
24.	Camera Film Drop Off/Express Developing	P	P	P
25.	Camera Shop (new/used)	-	P	P
26.	Candy, Confectionery/Ice Cream Stores	-	P	P
27.	Car Washes	-	-	C
28.	Catering Establishments	-	-	P
29.	Check Cashing	-	C	C
30.	Churches	C	C	C
31.	Communication Equipment Buildings	P	P	P
32.	Commuter Bus Stations	-	-	C
33.	Convenience Stores, Mini-Markets	-	D	D
34.	Cultural/Community Facilities	P	P	P
35.	Currency Exchanges	-	-	C
36.	Dance Hall/Club	-	-	C
37.	Dance School/Studios	-	C	P
~~38.~~	~~Day Care Center~~	~~C~~	~~C~~	~~C~~
38.	Delicatessens, Sandwich Shops, Donut Shop, Coffee Houses, Juice Bars			
	under 2,000 square feet	C	P	P
	over 2,000 square feet	-	C	C
39.	Department Stores	-	P	P
40.	Discount/Club Membership Stores	-	-	P
41.	Drug Stores	-	P	P
42.	Dry Cleaning/Dyeing (retail only)	-	P	P
43.	Electronic/Computer Stores	-	P	P
44.	Escort Bureau/Introductory Service	C	-	C
45.	Figure Model Studio (non-nude)	-	-	C
46.	Floor Covering/Drapery Store	-	-	P
47.	Florist Shops	P	P	P
48.	Furniture Stores	-	-	P

	Land Use Activity	C-P	C-N	C-G
49.	Gift/Stationery Stores	-	P	P
50.	Glass Shop (sales/service)	-	-	P
51.	Grocery Stores (including supermarkets)	-	P	P
52.	Gun Shops	-	-	C
53.	Hardware Stores (up to 10,000 square feet)	-	P	P
54.	Health/Athletic Clubs (excluding massage parlors)	P	P	P
55.	Hobby Shops	-	P	P
56.	Home Improvement Centers (over 10,000 square feet)	-	-	C
57.	Hospitals	C	C	C
58.	Hotels/Motels	-	-	C
59.	Ice Cream Parlors	-	P	P
60.	Interior Decorating Shop	-	P	P
61	Jewelry Sales/Repair Stores	-	P	P
62.	Laboratories (including film, medical, and dental)	-	P	P
63.	Laundromat (retail only)	-	P	P
64.	Lighting Fixture Stores	-	-	P
65.	Locksmith Shops	-	P	C
66.	Marine Sales/Service	-	-	P
67.	Massage Parlors (acupressure)	-	-	-
68.	Mini-Malls	-	D	D
69.	Money Advance	-	C	C
70.	Money Transfer	-	C	C
71.	Mortuaries	-	C	~~P~~**C**
72.	Multiple Tenant Merchandise Mart	-	-	C
73.	Museums	P	P	P
74.	Music Stores	-	P	P
75.	Newspaper/Magazine Stores	-	P	P
76.	Nightclubs (with entertainment/dancing)	-	-	C
77.	Nurseries/Garden Supply Store	-	P	P
78.	Office Supplies/Equipment (retail only)	P	-	P
79.	Optical Shop	P	P	P
80.	Paint/Wallpaper Stores (retail only)	-	P	P
81.	Parcel Shipping/Copy/Fax Centers	P	P	P
82.	Parking Structures	C	C	C
83.	Pawn Shop/Brokers	-	-	C
84.	Pet Shops	-	P	P
85.	Plumbing Fixture Stores	-	P	P
86.	Pool Supply (retail only)	-	P	P

	Land Use Activity	C-P	C-N	C-G
87.	Post Office Substation	P	P	P
88.	Printing/Blueprinting Shops	P	P	P
~~90.~~	~~Private Schools~~	~~C~~	~~C~~	~~C~~
~~91.~~	~~Publicly Accessible Telephones[1]~~	~~P~~	~~P~~	~~P~~
89.	Radio/Television Broadcasting Studios (no transmitting)	P	-	C
90.	Recording Studios	P	C	P
91.	Recycling Facilities	-	C	C
92.	Restaurants (less than 4,000 square feet, excluding drive-thrus)	-	D	D
93.	Restaurants (greater than 4,000 square feet, excluding drive-thrus)	-	C	C
94.	Restaurants (with drive-thru facilities)	-	-	C
95.	Restaurants (where outdoor eating facilities are larger than 400 square feet)	-	C	C
96.	Saving and Loans	P	P	P
97.	Secondhand Stores	-	-	P
98.	Service Stations (including gas stations)	-	C	C
99.	Shoe Repair	-	P	P
100.	Shuttle Stations	-	-	C
101.	Sign/Lettering Shops (with retail sales area)	P	P	P[2]
102.	Skating Rinks	-	C	C
103.	Sporting Goods Stores	-	P	P
104.	Stamp/Coin Shops	P	P	P
105.	Tailor Shops	P	P	P
106.	Tattoo or Body Piercing Parlor	-	-	C
107.	Tennis Court, Commercial	D	D	D
108.	Theaters, Movie (excluding drive-ins)	-	-	C
109.	Ticket Sales	P	P	P
110.	Tobacco/Smoke Shops [see regulations in Section 4-19.03]	-	P	P
111.	Toy Stores	-	P	P
~~**115.**~~	~~Trade Schools/Private Schools~~	~~C~~	~~C~~	~~C~~
112.	Travel Agencies	P	P	P
113.	Variety Stores	-	P	P
114.	Vending Machines (outside, accessory use only)	C	C	C
115.	Veterinary Offices/Animal Hospitals	C	C	C
116.	Video Machines (up to 5)	P	P	P
117.	Video Stores (up to a maximum net display area of 25% of total video displays devoted to adult videos)	-	P	P
118.	Wedding Chapels	C	C	C
Other Uses:				

	Land Use Activity	C-P	C-N	C-G
1.	Antennae (accessory only)	C	C	C
2.	Condominiums	-	-	-
3.	Convalescent Homes	C	C	C
4.	Drive-Thru Establishments (accessory only)	-	-	C
5.	Emergency Shelters	-	-	C
6.	Residential Developments (20 du/acre)[1]	D	D	-
7.	Outdoor Storage (accessory only)	-	C	C
8.	Wireless Communications Facilities	C	C	C
9.	Senior Citizen Housing (only in Senior Citizen Housing Overlay District)	-	-	-
10.	Single Room Occupancy	-	-	-

~~1 Public telephones shall not be allowed in the DTSP zoning district unless located completely within an enclosed leasable building space and more than ten (10) feet from any pedestrian opening into a building unless with a valid Publicly Accessible Telephone Permit, see Chapter 36 of Title 5 of the Municipal Code.~~

~~2~~1 Exceptions for mixed use if within 0.5 miles of a Transit Center, or 0.25 miles of a Transit Node or a Transit Corridor, as defined by the Metropolitan Transportation Authority Congestion Management Plan, or if other transit improvement measures are provided as determined by the review authority.

SECTION 10: Title 9, Chapter 4, Article 2, Section 9-4.203(2.K) Zoning District Development Standards (Commercial) of the HPMC is hereby amended to read as follows:

HPMC SECTION 9-4.203(2.K), ZONING DISTRICT DEVELOPMENT STANDARDS (COMMERCIAL)

Multiple Tenants Within a Single Retail Establishment. ~~A multiple tenant retail establishment with between two (2) to four (4) businesses within a single establishment shall comply with the following standards before a business license will be issued by the City.~~

~~1. There shall not be more than three (3) additional licenses (or secondary tenants) within an existing retail sales business (or primary tenant), based upon one additional license for each 1,000 square feet of retailing floor area. Nonretail areas (e.g., storage, restrooms, offices, etc.), of the primary tenant shall not be counted in the ratio;~~

~~2. Any secondary tenant shall be complementary as determined by the Director and the decision shall be appealable to the Planning Administrative Committee;~~

~~3. Each tenant shall be guaranteed clear access from a public right-of-way;~~

~~4. Parking requirements shall be imposed for secondary tenant businesses in excess of 400 square feet or as determined by the Director;~~

~~5. All signage requirements as prescribed in Chapter 3, Article 12 (Sign Standards) shall apply regardless of the number of tenant businesses at any location; and~~

~~6. A Site Plan Review approval by the Department shall be required prior to zoning use approval and license issuance.~~

(1) A multiple tenant retail establishment. Multiple tenant retail establishments with a maximum of three businesses within one tenant space or suite shall comply with the following standards.

a) There shall not be more than three business licenses issued within one retail tenant space or suite, based upon one additional license for every 1,500 square feet of retailing floor area.

b) A tenant space with up to 1,500 square feet of retail space shall be allowed one business license.

c) A tenant space between 1,501 square feet and 3,000 square feet of retail space shall be allowed a maximum of two business licenses.

d) A tenant space with greater than 3,000 square feet of retail space shall be allowed a maximum of three business licenses.

e) Non-retail areas (e.g., storage, restrooms, offices, etc.) shall not be counted in the ratio.

f). Any secondary tenant shall offer complimentary or compatible products as determined by the Director of Community Development and the decision shall be appealable to the Planning Commission.

g). Each tenant shall provide clear access from an entrance adjacent to a public right-of-way.

h). Each tenant must occupy a minimum of 400 square feet of floor space. Non-retail areas (e.g., storage, restrooms, offices, etc.) shall not be counted as part of the 400 square feet.

i). All signage requirements as prescribed in the Zoning Code Chapter 3, Article 12 (Sign Standards) shall apply regardless of the number of tenant businesses at any location.

j). A Development Permit shall be approved by the Community Development Department prior to zoning use approval and license issuance.

(2) A multiple tenant office establishment. A multiple tenant office establishment with a maximum of three businesses within one tenant space or suite shall comply with the following standards.

a) There shall not be more than three business licenses issued within one office tenant space or suite, based upon one additional license for every 400 square feet of office floor area.

b) A tenant space with up to 400 square feet of office space shall be allowed one business license.

c) A tenant space between 401 square feet and 800 square feet of office space shall be allowed a maximum of two business licenses.

d) A tenant space with greater than 800 square feet of retail space shall be allowed a maximum of three business licenses.

e) Common areas (e.g., storage, restrooms, lobby, etc.) shall not be counted in the ratio.

f). Any secondary tenant shall offer complimentary or compatible products or services as determined by the Director of Community Development and the decision shall be appealable to the Planning Commission.

g). Each tenant shall provide clear access from an entrance adjacent to a public right-of-way.

h). Each tenant must occupy a minimum of 200 square feet of floor space. Common (e.g., storage, restrooms, lobby, etc.) shall not be counted as part of the 200 square feet.

i). All signage requirements as prescribed in the Zoning Code Chapter 3, Article 12 (Sign Standards) shall apply regardless of the number of tenant businesses at any location.

j). A Development Permit shall be approved by the Community Development Department prior to zoning use approval and license issuance.

SECTION 11: Title 9, Chapter 4, Article 3, Section 9-4.302, Allowed Uses (Industrial/Manufacturing Planned Development) of the HPMC is hereby amended to read as follows:

Table IV-8
ALLOWED LAND USES

LAND USE ACTIVITY	MPD	NOTES
Manufacturing:		
Light manufacturing and assembly	P	Includes “light industrial/ manufacturing uses” not otherwise listed in this table such as jewelry, toys, clocks, musical instruments,

LAND USE ACTIVITY	MPD	NOTES
		optical goods (non-hazardous items)
Heavy manufacturing and assembly	C*	Includes “heavy industrial/ manufacturing uses” not otherwise listed in this table such as uses involving potentially toxic, hazardous and flammable items
Aluminum, sheet metal, steel, iron	C*	Includes foundries
Appliances and electronics (assembly only)	P	Includes electrical and related parts, appliances, devices, engines, motors, televisions, radios, computers
Appliances and electronics (manufacturing only)	C*	Includes electrical and related parts, appliances, devices, engines, motors, televisions, radios, computers
Clothing, shoes, textiles, leather	P	Includes garments, drapery, bedding, awnings, rope, baskets, linens and similar products
Ceramics and stone	C	Includes pottery, statuary, granite, tile, marble-cutting, edging and finishing
Concrete	C*	Includes blocks, brick, gravel, rock, cement products
Cosmetics and pharmaceutical	C	
Furniture (manufacturing only)	C*	Includes home furnishing, cabinetry and furniture restoration
Glass	P	Includes cutting, blowing, beveling, edging and silvering
Ink and paint	C	Includes polish, putty, enamel lacquer, polyurethane, ethylene glycol
Instruments	P	Includes electronic, musical, medical and dental tools, precision, measuring and scientific equipment
Machinery	C*	
Pallet manufacturing and storage	C*	No outdoor storage or stacking of pallets or associated materials
Petroleum	C*	Includes petroleum based cleaning products, tar, asphalt. Oil refining not allowed
Plastic	C*	Includes fiberglass, cellophane and cellulose
Rubber processing	P*	Raw rubber melting not allowed
Signs	P	Includes neon signs
Food and Beverage Processing:		

Bakery (manufacturing and distributing)	P	
Brewery	C	
Candy, confectioneries, ice cream manufacturing and distributing	P	
Dairy products manufacturing and distribution	C	
Fruit and vegetable juices and soft drink manufacturing and distributing	P	
Fruit and vegetable cleaning, canning, packing, processing and distributing	P	
Meat processing and distributing	C*	Includes meat, poultry and seafood. Slaughtering not allowed
All other food processing and distributing	P	
Sales, Services and Repairs:		
Appliance and electronic repairs and service	P	Includes jewelry, clocks and other household goods repairs
Animal/pet sales	P	Includes grooming, feed and supplies
Animal hospitals	C	Includes veterinary clinics
Animal kennels	C*	For domestic animals only
Auction sales	C*	
Carpet and rug cleaning	P*	
Catering services	C	Includes commercial kitchens and commissaries
Convenience stores	D	Alcohol sales require a Conditional Use Permit in compliance with Table IV-7
Dyeing	C*	
Laundry and dry cleaning plants	P*	Includes linen, towels, uniforms cleaning
Linen and towel supply	P*	Includes wholesale and mobile service
Machine shops	P*	Includes tool repairs
Multiple tenant merchandise marts	C*	Includes indoor or outdoor swap meets
Packaging and parcel service	P*	Includes delivery service

Pest control operators and service	P*	Includes fumigation services
Pool maintenance services	C*	Includes on-site storage of tanks containing pool chemicals
Printing and publishing	P	Includes photographic and reproduction activities; book binding, engraving, and lithographing
Refrigeration repairs and services	P	
Restaurants and cafés (less than 4,000 square feet)	P	Drive-thrus not allowed. Alcohol sales require a Conditional Use Permit in compliance with Table IV-7
Restaurants and cafés (greater than 4,000 square feet)	D	Drive-thrus not allowed. Alcohol sales require a Conditional Use Permit in compliance with Table IV-7
Retail sales and service	P	Only as incidental activity to a principally permitted use. Subject to the regulations set forth in HPMC Section 9-4.303(A)
Upholstery shops	P	
Wholesale outlets and businesses	P	
Vehicle-Related:		
Sale or rental of automobiles, boats, motorcycles, recreation vehicles, trucks, trailers and other mechanical equipment or any combination thereof and repairs when the repairs are incidental to the sales and/or rentals	C	
Sale of new and used vehicle parts and other mechanical parts	P	
Car wash, self serve or full service including detailing	C	
Parking lots and parking structures	D*	
Vehicle audio and alarm sales and installation	P	Installations must be conducted within an enclosed structure
Vehicle muffler, radiator and other similar repairs	C	
Vehicle painting and body	C	

repair		
Vehicle service stations	C	Includes fuel stations and repair centers
Vehicle testing and diagnostics only	P	
Vehicle tow/impound yards	C*	
Vehicle upholstery	C	
Vehicle wheel and tire sales and installation	C	
Warehouse, Storage and Distribution:		
Cold storage facilities	C*	
Freight/truck terminals	C*	
Self-storage, mini-storage	C*	Includes recreational vehicle storage. Subject to the regulations set forth in HPMC Section 9-4.303(D)
Storage yards	C*	Includes building materials, contractor's storage yards, fleet storage, lumber yards, machinery rental, trucking yards, transit storage, road equipment, and portable restrooms
Warehousing	P*	General warehousing. Flammable, chemical, or other hazardous material storage requires Fire Department approval
Other Uses:		
Ambulance station	C*	
Adult businesses	C	Only permitted in the Special Use Overlay Zone and subject to the regulations set forth in HPMC Sections 5-20 and 9-4.303(C)
Audio and video recording studios	P	
Bus/commuter/rail facilities	D*	
Communication equipment buildings	P	
~~Day care facilities~~ **Educational Institution, High-Intensity**	C*	**Subject to the regulations set forth in HPMC Section 9-3.2403**
Emergency shelters (up to 30 beds)	P*	Subject to the regulations set forth in HPMC Section 9-3.2002
Emergency shelters (more than 30 beds)	C*	Subject to the regulations set forth in HPMC Section 9-3.2002
Gymnasiums and health clubs	P	

Hospitals	C	Includes industrial medical facilities
Industrial business parks	D	Subject to the regulations set forth in HPMC Section 9-4.303(E)
Laboratories	P	Includes medical, research and product testing
Medical marijuana businesses (dispensaries and/or cultivation)	P	Subject to the regulations set forth in Article 19 of Title 4, Chapter 7; Article 24 of Title 3, Chapter 1 and Article 23 of Title 9, Chapter 3 of the HPMC
Medical offices	C	Includes offices for medical doctors, dentists, and optometrists
Membership organization facilities	P	Includes facilities for business associations; professional membership organizations; political organizations, labor unions and similar organizations
Mortuaries	C*	
Office, business and professional	P	Only in conjunction with the primary industrial use
Plant nurseries	P*	
Public utility facilities	P*	
Recycling facilities (reverse vending machines)	D*	Up to 5 reverse vending machines. Subject to the regulations set forth in HPMC Section 9-3.1002(2)(A)
Recycling facilities (small collection)	D*	Subject to the regulations set forth in HPMC Section 9-3.1002(2)(B)
Recycling facilities (large collection)	C*	Subject to the regulations set forth in HPMC Section 9-3.1002(2)(C)
Recycling facilities (light processing)	C*	Subject to the regulations set forth in HPMC Section 9-3.1002(2)(D)
Recycling facilities (heavy processing)	C*	Subject to the regulations set forth in HPMC Section 9-3.1002(2)(D)
Sports and recreational facilities	C	
~~Trade, technical and vocational schools~~	~~C*~~	
Wireless communications facilities	C	Includes sites, antennas and monopoles. Subject to the regulations set forth in HPMC Section 9-3.103(2)(D)

* Land use activity not allowed on properties fronting the westerly side of Alameda Street between Slauson Avenue and Gage Avenue.

SECTION 12: Title 9, Chapter 4, Article 3, Section 9-4.303(2), General Standards

(Industrial) of the HPMC is hereby amended to read as follows:

HPMC Section 9-4.303(2), General Standards (Industrial/Manufacturing Planned Development)

F. Multiple Tenants Within a Single Establishment

A multiple manufacturing or warehousing tenant space or suite shall comply with the following standards.

A. There shall not be more than three business licenses issued within one tenant space or suite, based upon one additional license for every 1,000 square feet of floor area.

1) A tenant space with up to 1,000 square feet of space shall be allowed one business license.

2) A tenant space between 1,001 square feet and 2,000 square feet of space shall be allowed a maximum of two business licenses.

3) A tenant space with greater than 2,000 square feet of space shall be allowed a maximum of three business licenses.

4) Common areas (e.g., storage, restrooms, offices, etc.) shall not be counted in the ratio.

B. Any secondary tenant shall be compatible with other businesses within the same space as determined by the Director of Community Development and the decision shall be appealable to the Planning Commission.

C. Each tenant shall provide clear access from an entrance adjacent to a public right-of-way.

D. Each tenant must occupy a minimum of 400 square feet of floor space. Common areas (e.g., storage, restrooms, offices, etc.) shall not be counted as part of the 400 square feet.

E. All signage requirements as prescribed in the Zoning Code Chapter 3, Article 12 (Sign Standards) shall apply regardless of the number of tenant businesses at any location.

F. A Development Permit shall be approved by the Community Development Department prior to zoning use approval and license issuance.

SECTION 13: The following is a list of HPMC sections proposed to be relocated to Title 9, Zoning. The Community Development Department is responsible for the administration of

these code sections, therefore, relocating them to Title 9 will provide consistency with the HPMC.

Proposed HPMC sections proposed to be deleted:

~~HPMC Section 3-1.12, Dances~~
~~HPMC Section 3-1.13, Entertainment Permits~~
~~HPMC Section 3-1.22, Special Events~~
~~HPMC Section 5-13, Activities in Public Places~~
~~HPMC Section 5-31, Motion Picture and Film Permits~~
~~HPMC Section 8-3, Fences and Walls~~

Proposed HPMC sections relocated to Title 9, Chapter 2 (Administration):

Article 1. General Requirements
Article 2. Certificates of Compliance
Article 3. Home Enterprise Permits
Article 4. Interpretations
Article 5. Temporary Use Permits
Article 6. Minor Modifications
Article 7. Minor Variances
Article 8. Minor Conditional Use Permits
Article 9. Variances
Article 10. Development Permits
Article 11. Conditional Use Permits
Article 12. Dance Permits
Article 13. Entertainment Permits
Article 14. Special Event Permits
Article 15. Activity in Public Places Permit
Article 16. Film Permit
Article 17. Fences and Walls
Article **18**. Design Review Procedures
Article **19**. Specific Plans
Article **20**. Amendments
Article **21**. Development Agreements
Article **22**. Applications And Fees
Article **23**. Hearings And Appeals
Article **24**. Enforcement of Provisions

SECTION 14: Pursuant to the provisions of the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines, the City of Huntington Park has determined that the proposed project will not have a significant effect on the environment and has prepared a Negative Declaration for this project, in accordance with CEQA Article 1. Sec. 15000 et. seq.

SECTION 15: Any provisions of the HPMC or appendices thereto inconsistent with the provisions of this Ordinance are hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 16: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Huntington Park hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or potions may be declared invalid or unconstitutional.

SECTION 17: This Ordinance shall take effect thirty 30 days after it final passage by the City Council.

SECTION 18: 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 6th day of August, 2019.

_____
Karina Macias, Mayor

ATTEST:

_____
Donna G. Schwartz, CMC
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report

August 6, 2019

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 MEMORANDUM OF UNDERSTANDING (MOU) WITH THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Memorandum of Understanding with The Greater Huntington Park Area Chamber of Commerce; and

2. Authorize City Manager or designee to execute agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (City) has, and continues to have a longstanding partnership with The Greater Huntington Park Area Chamber of Commerce (Chamber) to promote economic growth and development within the City. This goal is achieved in part through the support by the City for events hosted by the Chamber that directly benefit residents and businesses. In this spirit, the City wishes to continue this working-relationship through the formal adoption of a Memorandum of Understanding (MOU) that will outline requirements and expectations for the Chamber for future events.

The proposed MOU (Attachment A) will cover the following:

1) Event Application
2) Notification of Completion of Application
3) Estimated Event Fees
4) City Council Consideration of Permit Application
5) Payment of Event Fees
6) Denial of Application

FISCAL IMPACT/FINANCING

There is no fiscal impact to the City's General Fund incurred with the approval of this MOU.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

ATTACHMENT(S)

A. Memorandum of Understanding

ATTACHMENT “A”

A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON PARK AND GREATER HUNTINGTON PARK CHAMBER OF COMMERCE (individually referred to herein as "PARTY" and collectively referred to herein as the "PARTIES") TO FACILITATE THE PAYMENT FOR SERVICES PERFORMED

WHEREAS, the City of Huntington Park ("City") has provided certain services to the Greater Huntington Park Chamber of Commerce ("Chamber") in connection with the Chamber's Carnaval Primavera 2019 Event ("Event"), through the City's Police Department and Public Works Department;

WHEREAS, Chamber is a business organization which promotes maintaining the economic health and prosperity of the business community within the greater Huntington Park area through, among other things, hosting events, such as the annual Carnaval Primavera Event;

WHEREAS, City provided police and public works services for Chamber during the Event, from April 5, 2019, through April 7, 2019;

WHEREAS, the cost of the services provided by the City to Chamber for the Event is Twenty Seven Thousand Three Hundred Eighty One Dollars and Thirty Six Cents ($27,381.36);

WHEREAS, on April 29, 2019, the City provided an invoice to the Chamber for the services provided at the Event;

WHEREAS, payment for these services is still due and Chamber desires to provide payment for the services provided by the City at the Event through a payment plan;

WHEREAS, Chamber further desires to receive services from the City for future events and City desires to sponsor such future events held by Chamber;

WHEREAS, the PARTIES desire to memorialize their mutual understanding and obligations with respect to the payment for past services and provision of future services by City, and Chamber's receipt of the same;

NOW, THEREFORE, in consideration of the provisions of this Memorandum of Understanding ("MOU"), the PARTIES hereto agree as follows:

1. RECITALS INCORPORATED – The PARTIES agree that the foregoing recitals are true and correct, and thus incorporate them expressly herein as a material part of this MOU.

2. PAYMENT OF OUTSTANDING DEBT – Chamber will pay to City the full amount of its outstanding debt for services provided up to the effective date of this MOU. This amount is Twenty Seven Thousand Three Hundred Eighty One Dollars and Thirty Six Cents ($27,381.36).

A. Chamber agrees to make two (2) payments of Thirteen Thousand Six Hundred Ninety Dollars and Sixty Eight Cents ($13,690.68). The first payment shall be due on the effective date of this MOU, and the second payment shall be due on or before the first date of Primavera Carnaval 2020 OR April 30, 2020, whichever occurs first.

3. SCOPE OF FUTURE SERVICES – City will provide services to Chamber for events held by Chamber within the City. These services shall include:

A. Law Enforcement/Keeping the Peace, including security, traffic enforcement, etc. at the Chamber's Event. Overtime provided by Police Officers, Senior Police Officers, Parking Enforcement Officers, Sergeants and Lieutenants. ("Police Services")

B. Delivery, set up and tear down of barricades, cones, delineators and event signs for street closures. This includes rental of all equipment utilized in the delivery of necessary supplies for the street closures. This includes overtime for the following staff members: Maintenance Workers, Public Works Supervisors and Electricians. ("Public Works Service")

C. City shall be a named sponsor each of Chamber's events during the term of this MOU. Sponsorship shall be provided through in-kind services. These in-kind services shall consist of the provision of refuse services at each event for which the City is a sponsor.

4. TERM – The term of this MOU shall commence on the date the MOU is fully executed by the PARTIES, and, except as otherwise stated herein, shall continue in full force and effect until its third annual anniversary.

5. COMPENSATION FOR FUTURE SERVICES – City shall provide the services contained in the SCOPE OF SERVICES at the following charge to Chamber:

A. Police Services.

i. For each event in which the City provides Police Services for Chamber between the date this MOU is fully executed by the PARTIES and the date of this MOU's second anniversary, Chamber shall pay the City Twenty Thousand Dollars ($20,000).

ii. For each event in which the City provides Police Services for Chamber between the date of the second anniversary and third anniversary of this MOU, Chamber shall pay the City Twenty-One Thousand Dollars ($21,000).

B. Public Works Services.

i. For each event in which the City provides Public Works Services for Chamber between the date this MOU is fully executed by the PARTIES and the date of this MOU's second anniversary, Chamber shall pay the City Three Thousand Five Hundred Dollars ($3,500).

ii. For each event in which the City provides Public Works Services for Chamber between the date of the second anniversary and third anniversary of this MOU, Chamber shall pay the City Three Thousand Six Hundred Seventy Five Dollars ($3,675).

C. City shall provide Chamber an invoice in writing for the services provided within thirty (30) days of the event, unless some fees are due in advance of the event. Chamber shall provide payment to the City in full for the services provided within thirty (30) days of receipt of the invoice. However, all fees dues in advance must be paid by the invoice's stated due date.

D. Chamber agrees and understands that failure to provide payment in full within the timeframe described in this Section shall cause all outstanding debts to become due immediately. At such time, Chamber shall provide payment of all outstanding debts to the City within thirty (30) days. Failure to provide payment within this period shall be grounds for termination of this MOU.

6. FAILURE TO MAKE PAYMENT - Chamber understands if the Chamber fails to make payment(s) for its outstanding debt in accordance with this MOU, Chamber will be in breach of this MOU and City will have the right to immediately terminate this MOU upon notice to Chamber. City may pursue collection of the entire outstanding amount. Interest, penalties, and attorneys' fees may be added to the entire outstanding amount.

7. INDEMNIFICATION – To the fullest extent permitted by law, Chamber 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 Chamber's agents, officers, employees, subcontractors, or independent contractors hired by Chamber in furtherance of the performance of this MOU. The only exception to Chamber'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 Chamber.

8. COMPLIANCE WITH APPLICABLE LAW – Chamber agrees to comply fully with all applicable federal, state, and local laws, regulations, and permits in carrying out the purposes and activities contemplated by this MOU.

9. TERMINATION – The City may terminate this MOU without cause upon five (5) days written notice to Chamber.

10. LEGAL REPRESENTATION – Each PARTY has been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

11. COUNTERPARTS – This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.

12. AMENDMENTS – The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all PARTIES.

13. PARAGRAPH DESCRIPTIONS – The descriptive paragraph headings of this MOU are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

14. SEVERABILITY – In case any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this MOU shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

15. WAIVER – Waiver by any PARTY hereto of any term, condition or covenant of this MOU shall not constitute the waiver of any other term, condition or covenant hereof.

16. NOTICES – Any notice, demand, request, consent, approval, and communication either PARTY desires or is required to give the other PARTY or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either PARTY may change its address by notifying the other PARTY of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF HUNTINGTON PARK
Attention: [TITLE]

6550 Miles Avenue
Huntington Park, CA 90255

To Chamber: GREATER HUNTINGTON PARK CHAMBER OF COMMERCE
6725 Seville Ave
Huntington Park, CA 90255

17. INCORPORATION – This MOU constitutes the complete agreement of the PARTIES with respect to the subject matter herein, and all oral or preexisting written agreements between the PARTIES shall be null and void.

18. GOVERNING LAW – This MOU 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. Legal actions concerning any dispute, claim or matter arising out of or in relation to this MOU shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and the Greater Huntington Park Chamber of Commerce covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

19. ATTORNEY'S FEES – In the event of any litigation between the PARTIES hereto involving the terms or conditions of this MOU, the prevailing PARTY shall be entitled to recover reasonable expenses of litigation, including but not limited to attorney's fees and court costs.

IN WITNESS WHEREOF, the PARTIES hereto, by their officers hereunder duly authorized, have executed this MOU the day and year hereinabove first written.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the PARTIES hereto have caused this Memorandum of Understanding to be executed on the day and year first appearing above.

CITY OF HUNTINGTON PARK:

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Arnold Alvarez-Glasman
City Attorney

Date: _____

GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE

By: _____

Name: _____

Its: _____

Date: _____

CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report

August 6, 2019

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 AWARD A DESIGN BUILD CONTRACT AGREEMENT FOR THE CONSTRUCTION OF AN AQUATIC CENTER AND RELATED AMENITIES AT SALT LAKE PARK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the use of a design build approach with XXX in an amount not to exceed $24,100,000 for the purpose of constructing an aquatic center and related improvements at Salt Lake Park;

2. Authorize the City Manager to negotiate final terms and conditions of the agreement and upon final terms being reach, the City Manager is authorized to execute an agreement which binds the City to the process and project approved herein;

3. Authorize City Manager to execute an agreement with Infrastructure Engineers for the Program, Project, Construction Management and inspection of the project; and

4. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 Class 1 categorical exemption; 15304 Class 4 categorical exemption; and Class 15323 Class 23 categorical exemption.

<u>PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION</u>

The City of Huntington Park has been underserved in the ability to provide a usable body of water for recreational, health and competitive youth activities. Staff has reviewed potential options for providing a City owned and maintained pool for the beneficial use of Huntington Park residents. Salt Lake Park has been determined to be the best possible location for a pool or aquatics center due to the open space available, the proximity of the available infrastructure and centralized location to the recreation department.

Preliminary plans have been developed to accommodate the needs of the community aquatic center at the Salt Lake Park location. The plans include a new 30,000 square foot two-story state-of-the-art aquatic center, with an Olympic size pool (competition 50-meter pool), locker rooms, showers, saunas, gym/exercise room (overlooking the swimming pool from the second floor), conference rooms, multi-purpose room, public restrooms, new playground, new football field, facade modifications to a separate existing building and various infrastructure modifications to accommodate the aquatic center.

Staff has met with contractors who are known to specialize in the aquatic construction field and determined that a viable option for project delivery would be to utilize a design build project delivery method. Design build is a method by which the contractor is tasked with a not to exceed contract price for development of the detailed plans and construction of the project. This type of project delivery is best used on large scale projects such as the aquatic center being proposed. This in essence will reduce or eliminate any scope changes or change orders unless a design change is requested by the city. The additional benefit is that the project will be designed and construction can start concurrently reducing impacts to the community and the beneficial use of the park.

Staff has reached out to the City's in-house engineers to evaluate and estimate the cost of the project utilizing a design-bid-build (DBB) project delivery method as an unbiased third party. DBB is the more "typical" delivery method for CIP projects in the municipal setting. The in-house engineers prepared a summary of project delivery methods "Attachment A" and a construction cost estimate for the project "Attachment B". The in-house engineers determined that a minimum cost for the project utilizing the DBB approach would be in the $31 million range. However, this would be most likely be a "best case" scenario. Due to the construction climate the region is experiencing, the cost would likely go up from there due to an influx of construction activities and number of projects being constructed.

Due to the nature and scale of the project, additional services will be required to provide project management, construction management and inspection of the project. Staff has worked with the in-house engineering team to collaborate and assist with the details of this significant community project. The in-house engineering team is most familiar with the project and has been previously retained to oversee all of the City's engineering needs. Staff is recommending that the in-house engineers are best suited to oversee and protect the City's best interest as the project management team for the project.

LEGAL REQUIREMENT

The original Notice of Exemption for the project was filed and recorded with the Los Angeles County Clerk's Office on July 5, 2018. Under Title 14. California Code of Regulations, Chapter 3. Guidelines for Implementation of the California Environmental Quality Act, Article 19. Categorical Exemptions, the following applies:

15301. Existing Facilities

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing.

15304. Minor Alterations to Land

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

15323. Normal Operations of Facilities for Public Gatherings

Class 23 consists of the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose. For the purposes of this section, "past history" shall mean that the same or similar kind of activity has been occurring for at least three years and that there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility. Facilities included within this exemption include, but are not limited to, racetracks, stadiums, convention centers, auditoriums, amphitheaters, planetariums, swimming pools, and amusement parks.

FISCAL IMPACT/FINANCING

The initial total estimated project cost is $24,100,000. The City is exploring financing options through CalPrivate Bank and the Housing and Urban Development (HUD). The City has made a request to the local HUD office to use CDBG funds to partially fund the development of the aquatic center. If the request is approved by HUD, staff will bring the City Council a substantial amendment to allocate funds.

CONCLUSION

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

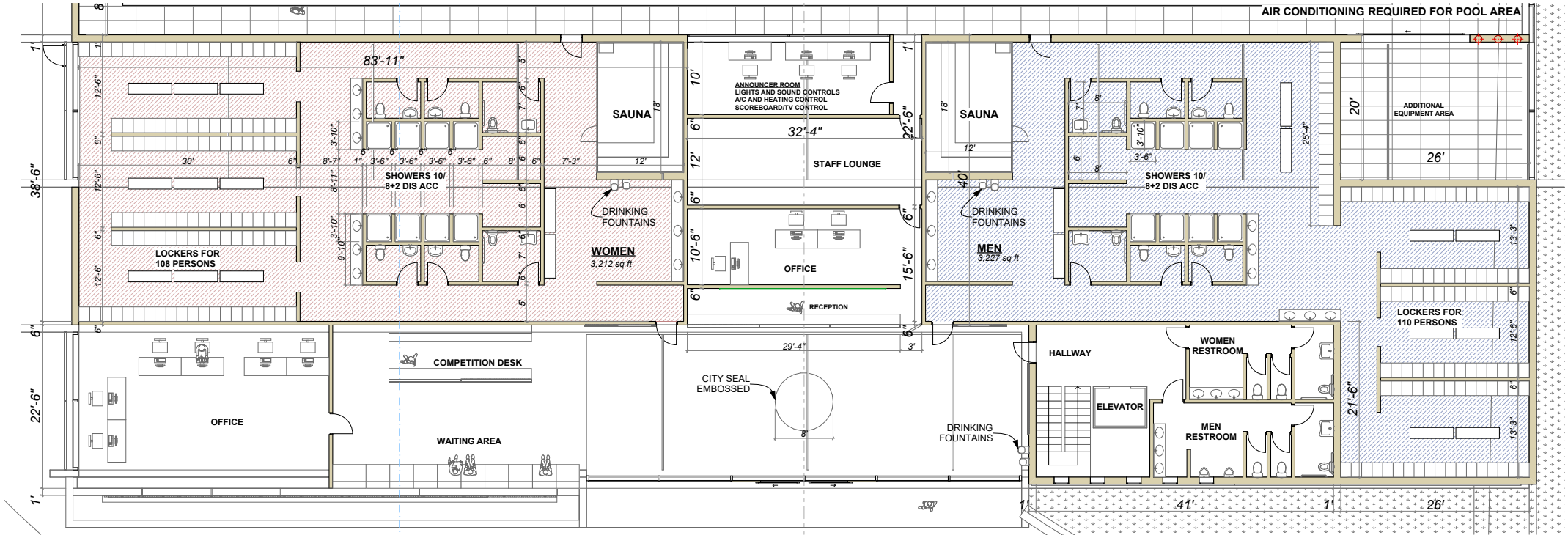
Respectfully submitted,

RICARDO REYES
City Manager

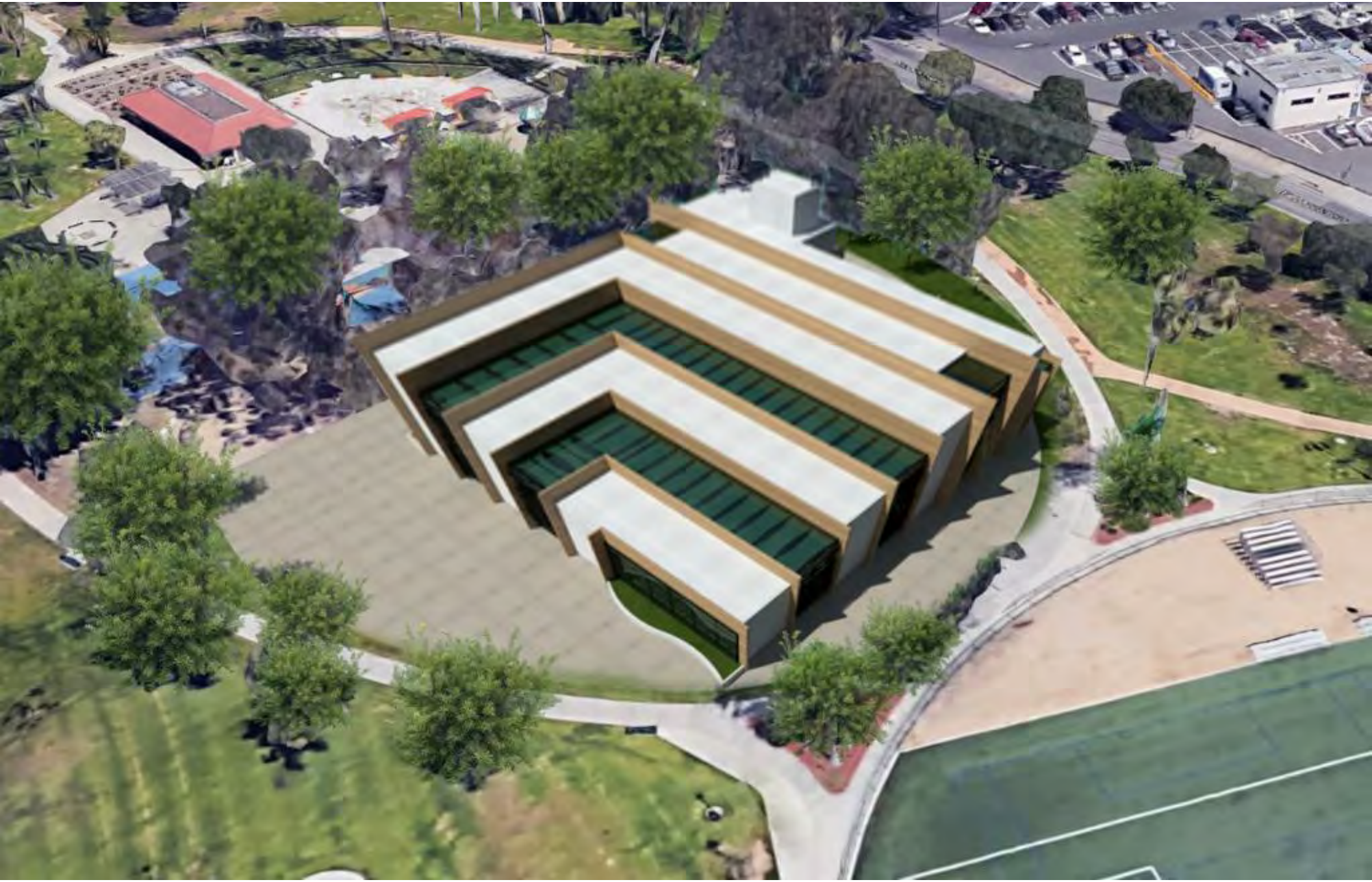
ATTACHMENT(S)

A. Plans, Specifications & Engineer's Estimate

ATTACHMENT “A”


AIR CONDITIONING REQUIRED FOR POOL AREA
83'-11"
LOCKERS FOR
108 PERSONS
SHOWERS 10/
8+2 DIS ACC
SAUNA
DRINKING
FOUNTAINS
WOMEN
3,212 sq ft
ANNOUNCER ROOM
LIGHTS AND SOUND CONTROLS
A/C AND HEATING CONTROL
SCOREBOARD/TV CONTROL
32'-4"
STAFF LOUNGE
OFFICE
RECEPTION
SAUNA
DRINKING
FOUNTAINS
MEN
3,227 sq ft
SHOWERS 10/
8+2 DIS ACC
ADDITIONAL
EQUIPMENT AREA
LOCKERS FOR
110 PERSONS
OFFICE
COMPETITION DESK
WAITING AREA
CITY SEAL
EMBOSSED
DRINKING
FOUNTAINS
HALLWAY
ELEVATOR
WOMEN
RESTROOM
MEN
RESTROOM
38'-6"
22'-6"
41'
26'

CITY OF HUNTINGTON PARK AQUATICS



CITY OF HUNTINGTON PARK AQUATICS

WWW.ARTDESIGN.COMPANY

ARTDESIGN
design solutions

1 EXISTING SOCCER FIELD

2 PROPOSED HUNTINGTON PARK AQUATIC CENTER BUILDING

3 PROPOSED FOOTBALL FIELD

4 EXISTING 1 STORY BUILDING TO BE REMODELED

5 EXISTING WATER PLAYGROUND TO BE KEPT

6 PROPOSED PLAYGROUND

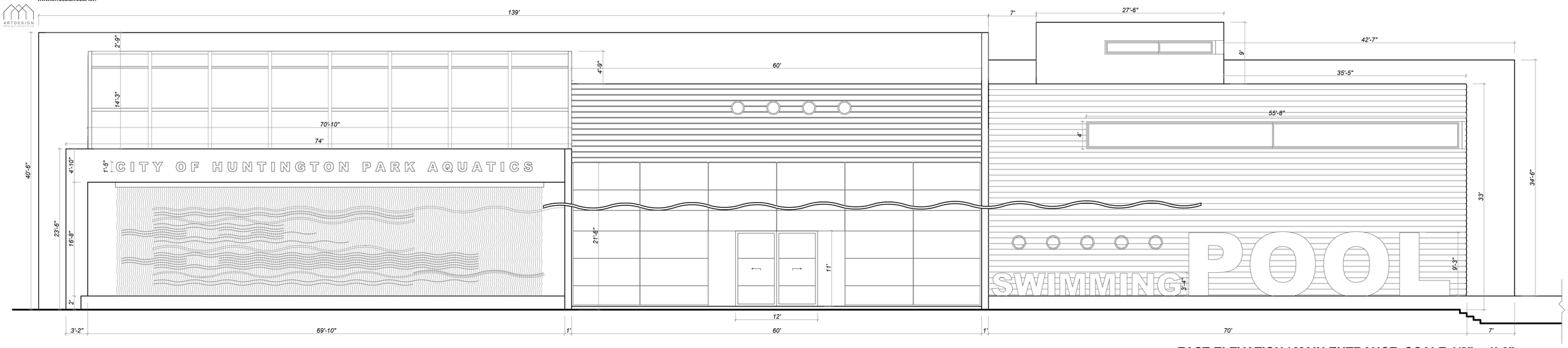
EXISTING CONDITION

TOTAL BUILDING AREA	34,000 SF
POOL SIZE (OLYMPIC)	167'/164' x 82'
SHOWERS AND LOCKERS AREA	6,440 SF

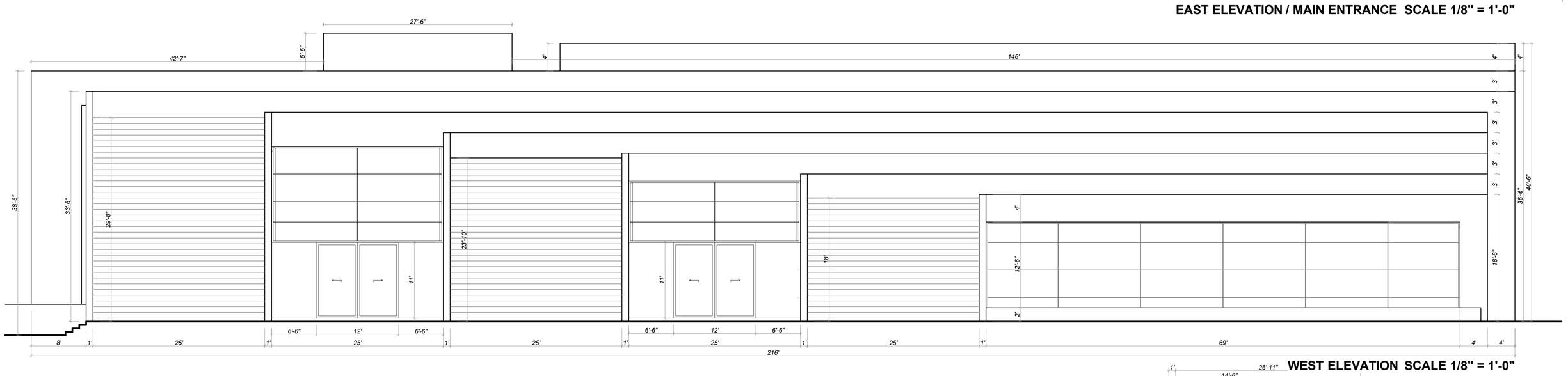
TOTAL KIDS PLAYGROUND AREA	32,000 SF
PLAYGROUND LANDSCAPING AREA	8,700 SF
FOOTBAL FIELD SIZE	210' x 175'

CITY OF HUNTINGTON PARK AQUATIC CENTER

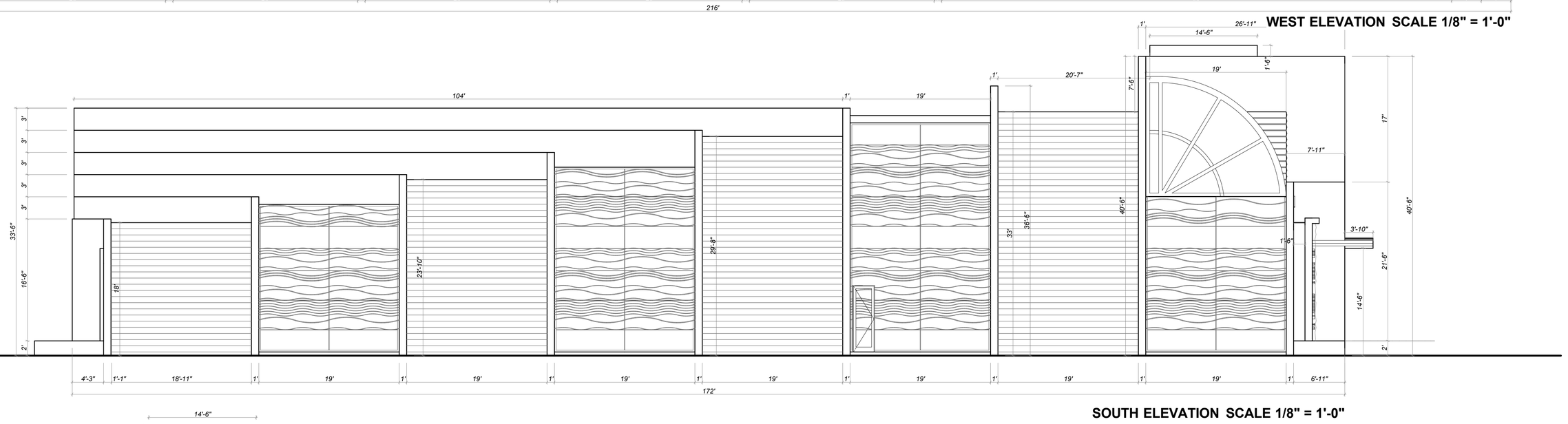
WWW.ARTDESIGN.COMPANY



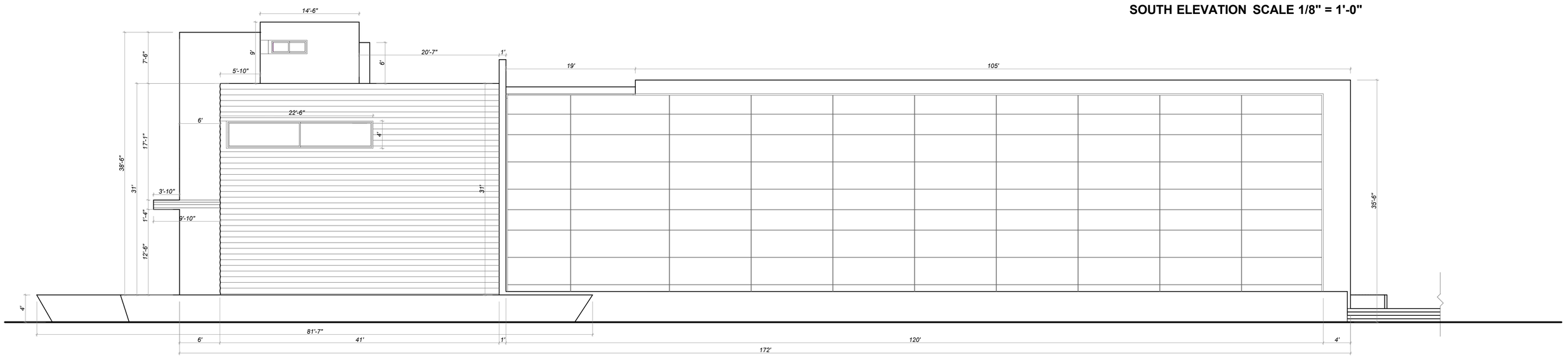
EAST ELEVATION / MAIN ENTRANCE SCALE 1/8" = 1'-0"



WEST ELEVATION SCALE 1/8" = 1'-0"



SOUTH ELEVATION SCALE 1/8" = 1'-0"



NORTH ELEVATION SCALE 1/8" = 1'-0"

CITY OF HUNTINGTON PARK AQUATIC CENTER

JT CONSTRUCTION GROUP, INC.

1730 EVERGREEN STREET, DUARTE, CA 91010 * OFFICE (626) 500-0404

JT Construction Group was established in 2015 to provide remodeling and construction of commercial buildings, healthcare facilities, medical offices as well as ground-up construction. We are qualified to do it all; with over 20 years of experience and work in countless buildings and facilities.

Services

Ground-Up Construction
Commercial Building Remodel/Refresh
Medical Facilities Remodel/Refresh
OSHPD & Seismic
Commercial/Residential Electrical
Millwork Shop - Custom Fabrication, Repair, Refurbishment

Experience

Valley Presbyterian Hospital
2016 To Present

*Remodel - Physiological Monitoring Dept., IT Suite, Business Office, Central Sterile Upgrade to receive Sterilizing Equipment
*Flooring Replacement Throughout Facility Project
*Complete Remodel of Suite 324 at exterior facility
*Roof Replacement
*Replacement of 120 linear feet of waste line.
*Custom Built All New Nurse Stations and Desks
*Administration New Storefront and Remodel

Vepo Corporation
2002 To Present

*New 45 Thousand Square Foot Building
*New Laundromat and Store Building

West Hills Hospital
February 2019 to Present

*Remodel CT Scan Room, Cafeteria, Physician's Lounge, Surgery Waiting
*2nd Floor Refresh with 4 Public Restrooms Inc.
*Remodel Women's Diagnostic Center
*2nd Floor OR's Refresh
*XRAY and Special Procedures Renovation
*Convert of Space into Sterilizer and Clean Room

Alta Bates Summit Medical Center

*Built New Shattuck Staff Parking
*150 Patient Room Refresh

Martin Luther King Jr. Comm. Hospital
May 2018 to Present

*Hahn Plaza - Conversion of Existing Space into Education Center Including Exterior and Lot
*Lab Renovation - 4 Phase Project to Convert Existing Space into Full Functionin Lab/Work Area
*Refurbished Parking Lot with Sliding Gate, LED Poles Lights, Electrical, Driveway, Landscaping
*Remote MIC Fire Alarm Upgrade

City of Hope
2007 - Present

*Glendora Clinic Remodel
*Furth Building Lab Suites 1115 & 117 Conversion
*Radiology Room Equipment Upgrade
*Torrance Clinic Suite Conversion
*Arcadia Bldg Linear Accelarator Suite Upgrade
*Student Housing Upgrade, Incl. Landscape/Parking
*Helford Clinical Research Concrete Pad

360 Management
2003-Present

*Santa Monica Healthcare Generator Upgrade
* Innovative Artist LA Office Remodel
*Foods Distribution Building
*Santa Fe Convalescent Hospital Generator Upgrade
*New 85 Thousand Square Foot Building

Keck of USC
2005 - 2019

*Sterile Processing Department Remodel - Upgrade Existing Space for New Sterilizer and Two Ultrasonic Washers, Installed Work Station and Automatic Doors
*Refresh Doctor's Sleep Rooms
*Convert Space for Linear Accelerator Equipment
*CT Scan Equipment Upgrade
*Norris Rainbow Café Renovation
*ICU Departments Refresh 4th, 5th and 7th Floors

The staff at JT Construction is well versed in Medical Construction codes, State Codes and National Level Codes. We service world class clients that are known for their state of the art facilities.
Our Project Managers, Superintendants, and Journeymen are all trained in all aspects of trades and services required for our projects and together, we bring over 20 years of experience.
We measure our success by the satisfaction of our clients.

JT CONSTRUCTION GROUP, INC.

1730 Evergreen Street, Duarte, CA 91010
P626.500.0404 * F626-544-5500
Lic. # 1011456

Date: 8/1/2019
PROPOSAL 19-07007

SALT LAKE PARK
DEPARTMENT OF PARK AND RECREATION
NEW AQUATICS BUILDING, FOOTBALL FIELD AND PLAYGROUND

JT Construction Group, Inc. proposes to furnish labor and materials to Design Build a 30,000 sf building which consists of the following:

Large Lobby with Reception, seating area, small section for retail shopping and accessible ADA Men/Women's restroom along with offices and (1) Elevator that leads to the 2nd floor small gym room with associated lockers, Men and Women's restroom and one (1) large conference room. In addition a passage to bleachers that oversees an indoor Olympic sized swimming pool with electronic scoreboard, on ground level Men and Women's Locker rooms; Each locker room will have amenities such restrooms, showers and sauna.

Exterior upgrades:
New football field
New kids playground with new surfacing
New cosmetic upgrades to existing building adjacent to existing kids playground
New walkways

Project Total $ 23,994,426.13

See attached schedule of values for further information

Estimate By: Edvin Tsaturyan, 310.962.5858

CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report

August 6, 2019

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 FOR AUTHORIZATION TO NEGOTIATE AND EXECUTE THE FINANCING FOR A DESIGN BUILD CONSTRUCTION OF AN AQUATIC CENTER AND RELATED AMMENITIES AT SALT LAKE PARK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize City Manager to negotiate and execute term loan with CalPrivate Bank for the design build construction of an aquatic center and related amenities at Salt Lake Park and/or;

2. Authorize City Manager to execute term loan with Housing and Urban Development (HUD) Section 108 financing for the design build construction of an aquatic center and related amenities at Salt Lake Park and/or;

3. Authorize City Manager to negotiate and execute any combination of allowable financing options for the design build construction of an aquatic center and related amenities at Salt Lake Park.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park has been underserved in the ability to provide a usable body of water for recreational, health and competitive youth activities. Staff has reviewed potential options for providing a City owned and maintained pool for the beneficial use of Huntington Park residents. Salt Lake Park has been determined to be the best possible location for a pool or aquatics center due to the open space available, the proximity of the available infrastructure and centralized location to the recreation department.

Preliminary plans have been developed to accommodate the needs of the community aquatic center at the Salt Lake Park location. The plans include a new 30,000 square foot two-story state-of-the-art aquatic center, with an Olympic size pool (competition 50-meter pool), locker rooms, showers, saunas, gym/exercise room (overlooking the

swimming pool from the second floor), conference rooms, multi-purpose room, public restrooms, new playground, new football field, facade modifications to a separate existing building and various infrastructure modifications to accommodate the aquatic center.

Staff has met with contractors who are known to specialize in the aquatic construction field and determined that a viable option for project delivery would be to utilize a design build project delivery method. Design build is a method by which the contractor is tasked with a not to exceed contract price for development of the detailed plans and construction of the project. This type of project delivery is best used on large scale projects such as the aquatic center being proposed. This in essence will reduce or eliminate any scope changes or change orders unless a design change is requested by the city. The additional benefit is that the project will be designed and construction can start concurrently reducing impacts to the community and the beneficial use of the park.

Staff has reached out to the City's in-house engineers to evaluate and estimate the cost of the project utilizing a design-bid-build (DBB) project delivery method as an unbiased third party. DBB is the more "typical" delivery method for CIP projects in the municipal setting. The in-house engineers prepared a summary of project delivery methods "Attachment A" and a construction cost estimate for the project "Attachment B". The in-house engineers determined that a minimum cost for the project utilizing the DBB approach would be in the $31 million range. However, this would be most likely be a "best case" scenario. Due to the construction climate the region is experiencing, the cost would likely go up from there due to an influx of construction activities and number of projects being constructed.

Due to the nature and scale of the project, additional services will be required to provide project management, construction management and inspection of the project. Staff has worked with the in-house engineering team to collaborate and assist with the details of this significant community project. The in-house engineering team is most familiar with the project and has been previously retained to oversee all of the City's engineering needs. Staff is recommending that the in-house engineers are best suited to oversee and protect the City's best interest as the project management team for the project.

LEGAL REQUIREMENT

City staff will work with the City Attorney's office to review all contracts and take all steps legally required to ensure this project complies with applicable law.

FISCAL IMPACT/FINANCING

CalPrivate Bank has provided a response to the City's request for financing secured by cash collateral in the loan amount of $23,500,000.00 for the purpose of building an aquatic and related amenity in the City of Huntington Park. Under this option, the City would pay an interest rate of 1.00%.

Repayment Terms would consist of $60,000 per month in interest and principal payments, with the balance due at maturity.

Housing and Urban Development (HUD) Section 108 offers state and local governments the ability to access low-cost, long-term federally guaranteed financing for housing, economic development, and infrastructure projects or loan funds. These borrowing capacity calculations are based on the FY 2019 CDBG grant awards as well as grantees' outstanding Section 108 guaranteed loans and commitments as of April 2019.

The certificates are backed by a pool of promissory notes that were issued by local governments to provide financing for community and economic development projects and guaranteed by HUD. Through the offering, communities are able to access up to 20-year financing with annual interest rates ranging from 2.54% to 3.635%.

Additionally, staff is investigating all available financing options for the aquatic center at Salt Lake Park.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

ATTACHMENT(S)

A. CalPrivate Bank Letter of Intent Term Loan Proposal

ATTACHMENT “A”

August 2, 2019

Ricardo Reyes, City Manager
City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255

Re: Term Loan to build aquatic and athletic center in the City of Huntington Park

Dear Ricardo Reyes:

CalPrivate Bank ("Lender") is pleased to consider your request for financing (the "Loan") secured by cash collateral, all as more particularly described below:

BORROWER:	City of Huntington Park
GUARANTOR:	None
LOAN AMOUNT:	$23,500,000.00
PURPOSE:	Proposed loan will be used to build aquatic and athletic center in the City of Huntington Park, CA.
INTEREST RATE:	1.00%
REPAYMENT TERMS:	$60,000 per month in interest and principal payments. The balance of principal and accrued interest due at maturity. A 1% prepayment fee will be assessed if the loan is paid in full within the first 36 months.
LOAN/PROCESSING FEE:	A Loan Fee in the amount of 1% plus $1,750.00 Documentation Fee will be due and payable to CalPrivate Bank at the closing of the loan.
COLLATERAL:	$23,500,000.00 in a non-interest bearing collateral account. At all times cash collateral to loan balance outstanding must be at least 1 to 1. The deposit account(s) for securing the loan are considered not a "deposit" under the LASP and thus public funds collateralization is not required.
EXPENSES:	Borrower shall pay for all Lenders' out-of-pocket expenses in connection with the Loan whether or not the Loan closes. Such expenses may include, but are not limited to due diligence and legal fees associated with documenting the loan in compliance with local, state and federal laws. Loan and Processing fees are due as stated above.

CONDITIONS PRECEDENT:

1. Bank due diligence which may include financial or project data
2. Receipt and review by bank of the City Budget
3. Receipt of City approval of the project
4. Receipt of the Cost breakdown of the project
5. Documentation regarding the release of the project's RFP
6. Source of the $23,500,000.00 deposit funds

LOAN COVENANTS: None are anticipated at this time but mutually agreed upon covenants may be included.

LOAN DOCUMENTS: Borrower acknowledges that the forgoing is only a summary of basic loan terms, and that the loan documents will include such usual and customary additional terms and conditions, as Lender deems necessary or appropriate. To the extent that a conflict exists between provisions contained in this expression of interest and the loan documents, the provision contained in the loan documents will control.

Borrower further understands and acknowledges that Lender utilizes a form-based documentation preparation program which may not be suitable for a Public Funds Loan and thus outside legal counsel may be required at Borrower's expense.

ADDITIONAL PROVISIONS:
This letter is not a commitment to lend, either expressed or implied, and does not impose any obligation on Lender to make the Loan. The terms and conditions outlined above are not all-inclusive, and are subject to change. Issuance of a commitment to make the Loan is subject to full and complete underwriting, due diligence, documentation and credit committee approval. The contents hereof are confidential and are intended for use exclusively by the parties, their advisors and legal counsel in connection with the Loan from Lender and may not be disclosed to any third party by Borrower or its representative.

If the financing terms described in this letter are acceptable to you, please sign the acknowledgement below, sign and complete Addendum, which includes a detachable Appraisal Notice for your records, and return the original of this letter and addendum to this office on or before **8/15/2019**, with a check for **$1,750.00,** (the "Deposit"). Upon receipt of the Deposit, $1,750 is deemed to be immediately earned and will not be refunded ("Non Refundable Processing Fee"). At closing, the full amount of the Deposit will be applied towards fees/costs including but not limited to the appraisal and Processing Fees. In the event that the loan is approved under substantially the same terms outlined above, and fails to fund through no fault of the Bank, the remainder of the Deposit is considered earned and will not be refunded. In the event that the loan is canceled by you prior to approval, declined, or is approved under substantially less favorable terms than those outlined above, and the applicant declines to accept the approved terms, the Deposit, less the Non Refundable Fee, less any costs and fees already incurred by the Bank, will be refunded.

If there are any questions, please do not hesitate to call me at 818-618-2901.

Sincerely,

Sahak Tatoian
Relationship Manager
CalPrivate Bank
9606 S. Santa Monica Blvd., 3rd Floor
Beverly Hills, CA 90210
818-618-2901

Agreed to and accepted this ____ day of _____ , _____

By: _____
Name: _____

This letter contains proprietary pricing and other trade secret information of the Bank.
All terms set forth above are intended to be confidential and are not to be disclosed to any person not within your control without the written consent of the Bank.

****PLEASE COMPLETE & SIGN ATTACHED ADDENDUM****

APPLICATION ADDENDUM TO CALPRIVATE BANK LETTER OF INTEREST

LOAN REQUEST INFORMATION

I understand I may apply for this credit in my name alone, without my spouse or any other person, regardless of my marital status. I am applying:

☐ In the business name only ☐ In my name alone ☐ Jointly with spouse or Registered Domestic Partner (RDP)
☐ Jointly with _____ who is not my spouse or RDP

Joint applicants **must initial** here: Applicant:_____ Co- Applicant:_____

INCOME/EXPENSES/ASSETS/LIABILITIES/ADDITIONAL SCHEDULES

PLEASE CHECK ALL ADDITIONAL SCHEDULES ATTACHED OR TO FOLLOW.

- ☐ PERSONAL FINANCIAL STATEMENT
- ☐ PERSONAL TAX RETURNS (2 yrs most recent)
- ☐ BUSINESS FINANCIAL STATEMENT
- ☐ BUSINESS TAX RETURNS (2 yrs most recent)
- ☐ PERSONAL and/or BUSINESS ASSETS
- ☐ SECURITIES OWNED
- ☐ LIFE INSURANCE
- ☐ ACCOUNTS & NOTES RECEIVABLE
- ☐ LIABILITIES
- ☐ ACCOUNTS & BILLS PAYABLE
- ☐ REAL ESTATE OWNED
- ☐ PARTNERSHIP INTERESTS
- ☐ NOTES PAYABLE TO OTHERS
- ☐ OTHER: _____
- ☐ OTHER: _____
- ☐ OTHER: _____

The undersigned certifies, represents and warrants to the Bank that all financial information provided including but not limited to financial statements, property operating statements, rent rolls, and tax returns provided prior to and after the loan is made, are true, correct and complete. The undersigned understands that the Bank will be relying on this Financial Statement and Tax Return Certification in considering whether or not to make a loan and in the ongoing servicing of the loan should it be originated.

DECLARATIONS

Please respond to the following:

If you answer yes to any of questions below, please attach a separate sheet with full details.

	Applicant		Co-Applicant	
	Yes	No	Yes	No
1. Have you ever filed bankruptcy, compromised a debt with a creditor, or negotiated a real estate short pay?	☐	☐	☐	☐
2. Are you a party in a lawsuit?	☐	☐	☐	☐
3. Are there any judgments against you or pending?	☐	☐	☐	☐
4. Are any assets pledged or debts secured?	☐	☐	☐	☐
5. Is any of the applicant's income to be reduced in the next two years or before the credit requested is paid off?	☐	☐	☐	☐
6. Are any assets held in trust? If yes, please show trust name: _____	☐	☐	☐	☐
7. Have you ever had credit in another name? If yes, please show: _____	☐	☐	☐	☐
8. Are you an endorser or guarantor for other debt?	☐	☐	☐	☐

By signing below, I/we certify that the information submitted in connection with this application is true, complete and correct and accurately represents my/our current financial condition. If there are important changes, I/we will notify the Bank in writing immediately. You may verify from whatever sources you choose the accuracy and completeness of all the information I/we have provided, whether it concerns me or my spouse even if my spouse is not an applicant for this account. I/we understand that from time to time you may receive information concerning me/us from others and you may furnish information concerning your credit experience with me/us to others seeking such information. You may keep this application even if you decide not to make the loan I/we have applied for. The provisions of Section 1808.21 of the California Vehicle Code are hereby waived. I/we understand that this waiver will give the Bank authorization to receive my/our current residence address at any time from the Department of Motor Vehicles.

In Addition, I/we authorize the Bank to check my/our individual credit account and employment history and have a credit reporting agency prepare a credit report.

_____ _____ _____ _____
Applicant's Signature Date Co-Applicant's Signature Date

Please Detach & Keep For Your Records

ECOA/REGULATION B APPRAISAL NOTICE

We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.

THE ECOA/REGULATION B APPRAISAL RULE APPLIES TO ANY APPLICATION FOR CREDIT, WHICH SHALL BE SECURED BY A FIRST LIEN ON A DWELLING. A DWELLING MAY INCLUDE ANY RESIDENTIAL STRUCTURE, WHICH CONTAINS 1 TO 4 UNITS, WHETHER OR NOT IT IS ATTACHED TO REAL PROPERTY. THIS INCLUDES INDIVIDUAL CONDOMINIUMS OR COOPERATIVE UNITS, MOBILE HOMES, AND OTHER MANUFACTURED HOMES.

CALIFORNIA NOTICE OF RIGHT TO RECEIVE COPY OF APPRAISAL

You have the right under section 11423 of the California Business and Professions Code to a copy of the appraisal report obtained by this bank in support of your application for credit, provided that you have paid for the appraisal.

In order to obtain a copy of your appraisal report, we must receive your written request for a copy no later than 90 days after we notify you regarding the action taken on your credit application, including notice of an incomplete application and the fee for the appraisal has been paid in full. If you withdraw your application, you must make your request for an appraisal report within 90 days of the withdrawal. Please address your letter to the officer processing your loan request at: **CalPrivate Bank, 9404 Genesee Avenue, Ste#100, La Jolla, CA 92037**

NOTE –Not applicable on first lien 1-4 dwelling transaction, refer to ECOA/Regulation B Appraisal Notice instead

EQUAL CREDIT OPPORTUNITY ACT NOTICE- RIGHT TO REQUEST SPECIFIC REASONS FOR CREDIT DENIAL

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact **CalPrivate Bank** via phone at: (858) 875-6900 or via mail Attn: Lending at 9404 Genesee Avenue, Ste#100, La Jolla, CA 92037 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because applicant has in good faith exercised any right under the Consumer Credit Protection Act. Their federal agency that administers compliance with this law concerning this credit is the Federal Deposit Insurance Corporation Consumer Response Center, 1100 Walnut St, Box #11, Kansas City, MO 64106.

CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

August 6, 2019

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 CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve first amendment to agreement with J316 Builder for janitorial services; and

2. Authorize City Manager or designee to execute agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park currently contracts with J316 Builder (J316) for the City's janitorial services. Service is provided to City Hall, Police Department, Salt Lake Park including Main Recreation Center & Municipal Building, Huntington Park Community Center, Raul R. Perez Memorial Park, Freedom Park, Robert H. Keller Park, and the Public Works City Yard. J316 has maintained their contract in good standing.

The current agreement is set to expire on October 15, 2019. J316 was awarded a one (1) year contract as a trial basis to determine if they could perform and meet the City's expectations. The City believes J316 has provided excellent services and thus recommends a four (4) year extension to their contract.

In addition, the current agreement has a provision for the reimbursement of supplies. Exhibit "B" of the agreement states that the City will pay for refilling supplies such as hand towels, dispenser soap, toilet paper, disposable toilet seat covers, napkins, etc. The new proposed agreement intends to clarify J316 will be allowed to expense the City for aforementioned supplies with an allowable not to exceed (NTE) 10% mark up. Total compensation for supplies shall not exceed $55,000 per year of the agreement.

FISCAL IMPACT/FINANCING

Janitorial services were approved in fiscal year 19/20 budget. A breakdown of the account numbers by service and supplies are as follows:

Account	Contract Amount
111-7024-421.56-41	$44,410
111-8020-431.56-41	$16,806
111-8022-419.56-41	$52,140
111-8023-451.56-41	$137,690
Subtotal	**$251,046**

Account	Supplies Amount
111-7024-421.56-41	$8,250
111-8020-431.56-41	$4,950
111-8022-419.56-41	$11,000
111-8023-451.56-41	$30,800
Subtotal	**$55,000**

Grand total contract amount for service and supplies is $306,046.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

A. Draft First Amendment (Master Agreement attached as exhibit "A")

ATTACHMENT “A”

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT

THIS FIRST AMENDMENT AGREEMENT ("Agreement") is made as of August 20, 2019 by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and J316 Builder. (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 Janitorial services for the City:

WHEREAS, on or about October 15, 2018, the Parties executed and entered into that certain agreement titled, Contract Services Agreement (Janitorial Services Agreement) (hereinafter, the "Master Agreement") which is attached hereto as Exhibit "A";

WHEREAS, the Master Agreement provides that the initial term would be for one (1) year, with the option of two (2) one (1) year extensions. The option to extend may be exercised in the CITY's sole discretion by providing written notice of its intent to extend the Master Agreement; and

WHEREAS, the Parties desire to amend the Master Agreement by modifying the term and compensation of the Master Agreement; and

WHEREAS, Section 6.13 of the Master Agreement provides for written amendments and modifications if approved by both Parties.

NOW THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. Term. Section 1.2 of the Master Agreement is hereby amended to be replaced with the following:

"The term of this Agreement shall commence on October 15, 2019 and expires on October 15, 2023. Nothing in this Section shall operate to prohibit or

otherwise restrict the CITY's ability to terminate the Master Agreement at any time for convenience or for cause."

2. Compensation. Section 1.3 of the Master Agreement is hereby amended to be replaced with the following:

"A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B entitled Schedule of Values.

B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of $306,048.16. $251,048.16 of the budget shall pay for services while $50,000 of the budget shall pay for refillable supplies with an allowable 10% mark-up; total compensation of supplies shall not exceed $50,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement."

3. Termination. Section V of the Master Agreement is hereby amended to be replaced with the following:

"5.1 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's

employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The

foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;

iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or

iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this

Agreement for completed services and tasks.

5.2 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.3 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement."

4. Except as otherwise set forth in this First Amendment, the terms of the Master Agreement shall control. This First Amendment Agreement with the Master 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:

By:_____
Ricardo Reyes
City Manager

J316 BUILDER:

By:_____

Name: _____

Title: _____

ATTEST:

_____
Donna G. Schwartz, CMC, City Clerk

APPROVED AS TO FORM:

By:_____

4811-1514-3582, v. 1

EXHIBIT “A”

(Janitorial Services)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this **October 15, 2018,** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and J316 Builder (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY an

I.
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONTRACTOR further agrees to furnish to CITY all labor, tools, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. CITY shall reimburse CONTRACTOR for all refilling supplies such as: hand towels, dispenser soap, toilet paper, disposable toilet seat covers, napkins, etc. which shall be included in detail within the monthly invoice provided to the CITY for payment. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of one (1) year commencing on October 15, 2018. Upon the conclusion of the term, this agreement may be renewed by City Manager or City Council approval for a maximum of a two (2) years extension of term.

1.3 COMPENSATION:

A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of one year of this Agreement or any extension per year shall not exceed the budgeted aggregate sum of $251,048.16 per year (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the City Manager. City Manager shall have the authority to approve increases above the "Not-to-Exceed Sum" up too and not to exceed ten (10) percent of the annual "Not-to-Exceed Sum" of this Agreement. CONTRACTOR must first receive approval from the City Manager of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the

reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The City Manager shall be the chief CITY Representative and may designate a representative to act on behalf of the CITY for all purposes under this Agreement.

2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;

B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);

D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR

basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any

manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance / Employer's Liability Insurance: Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If the contractor is stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver form must be signed.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. The Entity, its officers,

officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

3.3 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

3.4 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

IV.
INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees,

expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.

4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of one-hundred and twenty (120) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this

Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the

45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;

iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or

iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
J316 Builder
Christian Zarate
8332 Enramada Ave
Whittier, CA 90605
(323) 638-7420

CITY:
City of Huntington Park
Attn: Public Works Department
6550 Miles Avenue
Huntington Park, CA 90255
Phone: (323) 584-6274

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY.

6.7 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.8 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.9 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.10 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.11 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.12 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.13 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.14 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.15 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.16 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the

matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.17 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

By:_____
Ricardo Reyes
City Manager

J316 Builder

By:_____

Name: CHRISTIAN ZARATE

Title: CEO

ATTEST:

By:_____
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

By:_____
Asst. City Attorney

Exhibit "B"
SCHEDULE OF VALUES
J316 BUILDER

COST

Facility	Address	Monthly Cost	Annual Cost
City Hall Building Services	6550 Miles Ave. Huntington Park, CA 90255	$ 4,344.72	$ 52,136.64
Keller Park Restrooms	6550 Miles Ave. Huntington Park, CA 90255	$ 1,042.00	$ 12,504.00
Huntington Park Police Department - Annex Building NOT Included	6542 Miles Ave. Huntington Park, CA 90255	$ 3,700.84	$ 44,410.08
Raul Perez Memorial Park	6208 S. Alameda St. Huntington Park, CA 90255	$ 2,122.56	$ 25,470.72
Community Center- Senior Citizen Park	6925 Salt Lake Ave. Huntington Park, CA 90255	$ 1,820.00	$ 21,840.00
Salt Lake Park- Rec Center- Municipal Building	3401 E. Florence Ave. Huntington Park, CA 90255	$ 5,104.00	$ 61,248.00
Freedom Park	3801 E. 61st Street. Huntington Park, CA 90255	$ 1,386.00	$ 16,632.00
Public Works- City Yard	6900 Bissell St. Huntington Park, CA 90255	$ 1,400.56	$ 16,806.72
	Total	$ 20,920.68	$ 251,048.16

* Janitorial cleaning supplies are included in the total cost.

* CITY shall reimburse CONTRACTOR for all refilling supplies such as: hand towels, dispenser soap, toilet paper, disposable toilet seat covers, napkins, etc.

Submitted by: J316 Builder

Address: 8332 Enramada Ave Whittier CA, 90605

Signature: _____

Date: _____

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 6, 2019

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 SECOND AMENDMENT TO THE HUNTINGTON PARK EXPRESS FIXED ROUTE TRANSIT SERVICES ASSIGNMENT TO AGREEMENT TO INCLUDE TROLLY SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve second amendment to the Huntington Park Express Fixed Route Transportation Services Assignment to Agreement to include trolley services; and

2. Authorize City Manager or designee to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 30, 2017 Metro Transit West assigned public transit services to Express Transportation Service (ETS) as consented by the City of Huntington Park (City). Attachment A outlines ETS' shuttle and dial-a-ride services to the City's residents. The City intends to increase its public transportation program by providing a trolley service to residents that will help to improve patron mobility. For this reason, an amendment to the current agreement is recommended to include this new transportation service.

On July 2, 2019 the City secured two trolleys to be used for the aforementioned enhancement of mobility services under the existing fixed route agreement. To achieve this goal, the additional trolley service will transport residents along a designated route on Friday, Saturday, and Sunday from 10am – 8pm. Expansion or decrease of service will be considered as needed under the authority of the proposed amendment.

FISCAL IMPACT/FINANCING

There is no fiscal impact to the general fund. This amendment will be implemented under the current fund allocation under the existing Huntington Park Express Fixed Route Transportation Services Agreement.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

A. Second Amendment to Assignment of Agreement

ATTACHMENT “A”

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

This SECOND AMENDMENT TO THE ASSIGNMENT is made and entered into this **6 day of August 2019**, by and between the City of Huntington Park ("City") and Metro Cars West, LLC dba Metro Transit Services ("Contractor").

RECITALS

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

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

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

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

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

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

WHEREAS, the parties amended the Assignment of Agreement on February 16, 2016 ("First Amendment to Assignment of Agreement"); and

WHEREAS, the parties desire to amend the First Amendment to Assignment of Agreement by modifying the Scope of Services; and

NOW, THEREFORE, it is agreed as follows:

1. Scope of Service. Section 7 of the First Amendment to Assignment of Agreement is hereby amended to be replaced with the following:

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

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

Trolley Service will be added to existing services. Trolley Service will consist of transportation of residents on Friday, Saturday, and Sunday from 10am – 8pm. Contractor will determine and route and service levels. City Manager retains the right to adjust the service by increasing or decreasing the Scope of Service by 20%.

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

Except as set forth herein, all terms, conditions, obligations, duties and responsibilities of he parties as defined and provided for in the Agreement, the Amendments, the Assignment of the Agreement of the First Amendment to the Assignment of Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed the Second Amendment to the Assignment of Agreement effective as of the date first set forth above.

CITY
CITY OF HUNTINGTON PARK

_____
Ricardo Reyes, City Manager

CONTRACTOR
METRO TRANSIT SERVICES

_____
By: Craig Smedman
Its: Senior Vice President

ATTEST:

_____
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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