

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, October 6, 2020

6:00 p.m.

City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Manuel “Manny” Avila
Mayor

Graciela Ortiz
Vice Mayor

Karina Macias
Council Member



Marilyn Sanabria
Council Member

Eduardo “Eddie” Martinez
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

Certain provisions of the Brown Act are temporarily waived pursuant to Governor Newsom's Executive Order N-25-20 and N-29-20.

In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at www.hpca.gov.

PUBLIC COMMENT – If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@hpca.gov or by telephone, by calling (323) 584-6230, up until one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record.

The City of Huntington Park thanks you in advance for your cooperation.

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 Manuel "Manny" Avila
Vice Mayor Graciela Ortiz
Council Member Karina Macias
Council Member Marilyn Sanabria
Council Member Eduardo "Eddie" Martinez

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S) –

Recognition to Mr. Ignacio "Nacho" Ramos for 35 Years of Service to the Community of Huntington Park

PUBLIC COMMENT

Pursuant to the Governor's Executive Orders, any emailed public comment will be read into the record at this time.

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION – No Items

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held September 15, 2020

1-2. Special City Council Meeting held September 22, 2020

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated October 6, 2020

END OF CONSENT CALENDAR

REGULAR AGENDA

PARKS AND RECREATION

3. CONSIDERATION AND APPROVAL OF AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR HOLIDAY PALM TREE DECORATIONS ON PACIFIC BOULEVARD

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve authorization of St. Nick's Christmas Lighting and Décor for the limited installation and removal of Holiday Palm Tree Light Decorations on Pacific Boulevard using account #111-6010-451-74.10 in a not-to-exceed amount of \$17,575.00; or
2. Approve authorization of Christmas Light Decorators for the full installation of Holiday Palm Tree Light Decorations on Pacific Boulevard using account #111-6010-451-74.10 in a not-to-exceed amount of \$33,000.00;

4. CONSIDERATION AND APPROVAL OF AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR THE INSTALLATION, REMOVAL AND STORAGE OF HOLIDAY DECORATIONS ON PACIFIC BOULEVARD BY SIERRA INSTALLATIONS FOR THE 2020 AND 2021 HOLIDAY SEASON

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize and approve Sierra Installations Inc. as the vendor, per Huntington Park Municipal Code, section 2-5.12(i), for the installation, removal and storage of Holiday Decorations on Pacific Boulevard using account #111-6010-451-74.10 in the amount of \$25,000 and account #232-6010-419-56.41 in the amount of \$15,000 for a total in the not-to-exceed amount of \$40,000; and
2. Authorize the City Manager to enter into a 2-year agreement with Sierra Installations to complete the Holiday decoration installation, removal and storage for 2020 and 2021

PUBLIC WORKS

5. CONSIDERATION AND APPROVAL OF PLANS, SPECIFICATIONS & ENGINEER'S ESTIMATE FOR CIP 2019-06 STREET ENHANCEMENT PROJECT AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Approve CIP 2019-06 Street Enhancement Project 100% completion of plans, specifications and engineer's estimate (PS&E); and
3. Authorize staff to proceed with bid advertisement for construction.

6. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR CITYWIDE TREE MAINTENANCE SERVICES

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Award a 3-year professional services agreement (PSA) with an option to extend for two (2) additional one-year terms to North Star Land Care for citywide Tree Maintenance Services as the most qualified firm;
2. Allocate an additional amount of \$139,275 to Account No. 535-8090-452-56.60;

3. Award the PSA for an annual not-to-exceed amount of \$319,275 payable from Account No. 535-8090-452-56.60 (\$219,275) and Account No. 111-8090-452-56.60 (\$100,000); and
4. Authorize the City Manager to execute the PSA.

7. CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT TO CONDUCT A SOLID WASTE FRANCHISE AUDIT OF CR&R

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a Professional Services Agreement (PSA) with Integrity Waste Management (IWM) to Conduct a Solid Waste Franchise Audit of CR&R for a not-to-exceed amount of \$47,640 payable from Account No.111-8027-431.56-41; and
2. Appropriate the amount of \$47,640 into Account No. 111-8027-431.56-41 from the intended use of Initial Audit Fee Reimbursement stated in the Franchise Agreement, Section 27.4.1, up to \$60,000 is to be reimbursed to the City by CR&R; and
3. Authorize the City Manager to execute the PSA.

8. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR FIRE PLAN CHECKING AND RELATED SERVICES

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to publish and solicit a Request for Qualifications (RFQ) from qualified engineering and building and safety firms for fire plan checking and related services.

END OF REGULAR AGENDA

PUBLIC HEARING

9. COUNCIL TO CONSIDER THE CITY OF HUNTINGTON PARK'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS IN PREPARATION OF THE FISCAL YEAR (FY) 2020/21 – 2024/25 CONSOLIDATED PLAN, FY 2020/2021 ANNUAL ACTION PLAN, AND CITIZEN PARTICIPATION PLAN

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing to consider the city's housing and community development needs for the City's Five Year Consolidated Plan covering FY

2020/21 - 2024/25, the associated FY2020/21 Annual Action Plan, and the Citizen Participation Plan; and

2. Take public testimony; and
3. Receive and file this report along with any comments made by the Mayor and City Council and residents during the public hearing, for inclusion in the Five Year Consolidated Plan for FY 2020/21 – 2024/25, FY 2020/21 Annual Action Plan, and Citizen Participation Plan.
 - a. The Mayor and City Council are asked to each individually comment on what they believe are Huntington Park’s housing and community development needs.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Eduardo “Eddie” Martinez

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Graciela Ortiz

Mayor Manuel “Manny” Avila

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, October 20, 2020 at 6:00 P.M.

I, Sergio Infanzon, 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 72 hours prior to the meeting. Dated this 2nd day October 2020.



Sergio Infanzon, Acting City Clerk

ITEM NO. 7

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



October 6, 2020

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 PROFESSIONAL SERVICES AGREEMENT TO CONDUCT A SOLID WASTE FRANCHISE AUDIT OF CR&R

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a Professional Services Agreement (PSA) with Integrity Waste Management (IWM) to Conduct a Solid Waste Franchise Audit of CR&R for a not-to-exceed amount of \$47,640 payable from Account No. 111-8027-431.56-41; and
2. Appropriate the amount of \$47,640 into Account No. 111-8027-431.56-41 from the intended use of Initial Audit Fee Reimbursement stated in the Franchise Agreement, Section 27.4.1, up to \$60,000 is to be reimbursed to the City by CR&R; and
3. Authorize the City Manager to execute the PSA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The evolution of waste management requires individuals with the knowledge to ensure that the City complies with all of the new regulations as imposed by the California's Department of Resources Recycling and Recovery (CalRecycle). CalRecycle administers and provides oversight for all of California's state-managed non-hazardous waste handling and recycling programs.

Staff approached IWM to assist in conducting an audit that includes financial compliance of all Franchise Agreement requirements that financially affect the City. This will ensure that financial obligations under the existing Franchise Agreement(s) are both accurate and complete. IWM will review the Franchise Agreement for financial misappropriations, underpayments and overcharges to the City and its constituents. IWM will conduct an audit that estimates the City's financial position with respect to gross revenue reported by CR&R, rate increases and requests, charges to the community and all fees due the City with respect to the Franchise Agreement.

CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT TO CONDUCT A SOLID WASTE FRANCHISE AUDIT OF CR&R

October 6, 2020

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IWM understands the components necessary to perform the CR&R Financial and Performance Audit, which will ensure that the Hauler is fully performing all terms of the Franchise Agreement which includes reporting diversion and tonnages accurately and remitting City Fees as required. These tasks are crucial to make certain that CalRecycle Compliance is achieved and maintained as well as to ensure that the City is receiving the appropriate Fees that it is entitled to. Please note that failure to comply with CalRecycle subjects the City to placement on a Compliance Order and face fines of up to \$10,000 per day.

Staff reviewed the audit proposal and found that it sufficiently covers the areas that require auditing such as the financial obligations and diversion. In this proposal, the audit will review these obligations since the inception of the contract. It would be beneficial to the City to review the past contract performance in order to tie into their current performance, thereby having the full picture and recoup from any deficiencies. IWM will assist the City maintain compliance efforts as stated in the CalRecycle guidelines and will ensure continued oversight of CR&R's contract compliance requirements.

LEGAL REQUIREMENT

Typically, local municipalities are required to procure such services through a traditional Request for Qualifications (RFQ) or Request for Proposal (RFP) process. However, the City's Municipal Code provides exceptions to the RFP procurement process. Specifically, Huntington Park Municipal Code: 2-5.19 provides the following:

"(4) When subjective criteria are necessary to evaluate the proposals; Persons designated by the City Manager shall negotiate for the authorized service. Proposals shall be submitted whenever practicable from at least three (3) firms, except in those cases where a service firm has established such a successful past history of work with the City that it is clearly in the public interest not to negotiate with any other source. The contract for professional services should be awarded to the entity that will provide the best possible service to the City for the best value".

In this case, the City has time constraints and IWM offers a customized approach to providing this specialized service. Given IWM's expertise, City staff believes IWM will provide this specialized service at a rate that ensures the best value and service.

Additionally, the Huntington Park Municipal Code includes an exception to the RFP process where the vendor is the only source of the service (HPMC Section 2-5.14.). Here, City staff recommends the award of the professional services contract to IWM relying upon the Huntington Park Municipal Code's sole source exception. Notably, per this code "Formal bidding requirements shall be waived in areas where only a single vendor can reasonably provide the service, product or project being purchased. The Purchasing Agent will establish requirements and procedures for sole source purchases." The City believes IWM meets the following criteria: 1) Only one known source that can provide the commodity or service, 2) Unique source (commodity/service is unique/special in nature),

**CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT
TO CONDUCT A SOLID WASTE FRANCHISE AUDIT OF CR&R**

October 6, 2020

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and 3) Compatibility (e.g., a public safety agency requiring a specific piece of equipment to be compatible with an existing equipment system).

FISCAL IMPACT/FINANCING

IWM will conduct and provide the services in their proposal and in collaboration with City staff. Recommendations include payment for this service under the intended use of Initial Audit Fee Reimbursement stated in the Franchise Agreement, Section 27.4.1, up to \$60,000 is to be reimbursed to the City by CR&R for ongoing compliance and audit performance review. Staff recommends approval of IWM's PSA for not-to-exceed amount of \$47,640 payable from Account No. 111-8027-431.56-41.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. Integrity Waste Management Professional Services Agreement

ATTACHMENT A



PROFESSIONAL SERVICES AGREEMENT

Proposal to Conduct a Solid Waste Franchise Audit of CR&R

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 6th day of October 2020 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Integrity Waste Management** (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 and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, 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, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall commence on **October 6, 2020 to June 30, 2021**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - 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 **\$47,640** (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.
- 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 days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 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 hereby designates the City Manager and Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 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. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

- 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 to 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.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are

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

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR 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.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 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 CONTRACTOR 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 CONTRACTOR dual liability.
 - B. **Automobile Liability Insurance:** CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. **Workers' Compensation Insurance / Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 **PRIMACY OF 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.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 **VERIFICATION OF COVERAGE:** CONTRACTOR acknowledges, understands and agrees, that CITY'S ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY'S financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

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 five (5) 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 or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY'S discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

undisputed sums to CONTRACTOR as provided under Section 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:

Integrity Waste Management
PO Box 390149
Anza, Ca 92539
Attn: Louis C. Ippolito
Phone: (909) 289-4321
integritywaste@yahoo.com

CITY:

City of Huntington Park
Public Works Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 582-6161

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 SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and 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.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) 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:

INTEGRITY WASTE MANAGEMENT:

By: Ricardo Reyes
City Manager

By: Louis C. Ippolito
Principal

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

INTEGRITY WASTE MANAGEMENT



"STRATEGIC ALLIANCE AND COMPLIANCE EXPERTS"

September 17, 2020

Ricardo Reyes, City Manager
6550 Miles Avenue
Huntington Park, CA 90255
c/o City Manager, Room 205

Subject: Proposal to Conduct a Solid Waste Franchise Audit of CR&R

Dear Mr. Reyes and Mr. Alvarez;

It is a pleasure to submit this Revised Proposal to Conduct a Solid Waste Franchise Audit of CR&R(Proposal) developed by Integrity Waste Management (IWM) for the Franchise Agreement with CR&R for the past six years. As the principal of IWM, I have been involved in conducting Audits of municipal solid waste contracts for over 30 years in Southern California. I developed this Proposal with the anticipation of uncovering financial benefits to the City of Huntington Park and its residential and business community. Since I am familiar with the solid waste system in Huntington Park, the savings will be passed on to the City and there will be no learning curve to bring myself and my team up to speed quickly for maximum financial benefit.

The need for auditing all municipal service contracts is prudent at this time. IWM has conducted several audits of municipal solid waste contracts for cities in Los Angeles County, Orange County, and the surrounding area. IWM has uncovered over \$50 million dollars for the following cities:

- | | |
|--------------|-----------------|
| ■ Lynwood | ■ Carson |
| ■ Maywood | ■ El Monte |
| ■ Bell | ■ South Gate |
| ■ Costa Mesa | ■ Bell Gardens |
| ■ Gardena | ■ Newport Beach |

In order to ensure CR&R is performing services and charging rates consistent with the Franchise Agreement, IWM will review the Franchise Agreement for financial misappropriations, underpayments and overcharges to the City and its constituents.

IWM's role is to conduct an audit that includes financial compliance of all Franchise Agreement requirements that financially affect the City. This will ensure that financial obligations under the existing Franchise Agreement(s) are both accurate and complete.

PROPOSED PROJECT SCOPE

City of Huntington Park currently operates a Franchise Agreement for Residential and Commercial solid waste collection with CR&R of Stanton, California. The contract is set to end in five (5) years and began on January 1, 2015. There is an opportunity for the City of Huntington Park to review and audit all charges, fees, compensation and monies owed and due the City and its commercial, residential and industrial sectors.

I SCOPE OF WORK

The Scope of Work involves numerous simultaneous tasks which encompasses the entire process of the Audit:

Audit of Franchise Agreement

Having conducted numerous audits of franchised haulers for numerous cities, IWM believes this task to be important to the City in order to establish a proper revenue baseline and determine if fees are due the City or its constituents for obligations under the existing Franchise Agreement. In addition, IWM will review all rates, costs, cost of services and appropriate service charges outlined in the Franchise Agreement.

IWM will conduct an audit that estimates the City's financial position with respect to gross revenue reported by CR&R, rate increases and requests, charges to the community and all fees due the City with respect to the Franchise Agreement. To accomplish this, IWM will request, review, analyze and corroborate all financial documents and information since the inception of the Franchise Agreement including:

- Monthly collection rates and comparison
- Recycling rates, commercial charges and associated collection costs
- City service and collection obligations pursuant to the Franchise Agreement
- Service level charges by frequency, size, type and collection activities
- Billing procedures and format
- Container size(s) and adherence to annual Rate Schedule
- Rate increase requests and related documents
- Advanced billing guidelines adherence
- Delinquent accounts calculations and analysis
- Disposal fees and diversion charges
- Methods of rate increases and escalation clauses in the Franchise Agreement
- Application of City fees, penalties to the Franchise Agreement
- Liquidated damages calculations and conference with City Attorney

In addition, IWM will compile all relevant franchised hauler data, cost of operations pro forma, landfill site disposal projections and other necessary data to ensure an equitable and relevant Audit is performed and an accurate assessment of CR&R's financial obligations to the City and its constituents is achieved.

II COST SCHEDULE AND COMPENSATION

IWM has developed two (2) cost options for the City to review and consider for the timely execution of all tasks and subtask, meetings, analyses and correspondence outlined in this Proposal.

Option I Flat Fee Not to Exceed

In order for a comprehensive and in-depth evaluation of CR&R's obligations to the City and its constituents, the following table represents a Not to Exceed fee based on time and materials:

Estimate to Conduct a 6 Year Audit of CR&R Franchise Agreement

Tasks for 6 Year Audit	Hours 1	Rate 1	Hours 2	Rate 2	Subtotal
Request, Receive, Review All Franchise Docs	6.5	\$165.00	3.5	\$125.00	\$1,510.00
Review, Summarize Franchise Agreement	4	\$165.00	2	\$125.00	\$910.00
Evaluate CR&R Forensic Costs and Charges	9.5	\$165.00	3	\$125.00	\$1,942.50
Analyze Disposal, Diversion Records	20.5	\$165.00	8	\$125.00	\$4,382.50
Compile, Review Quarterly Fee Reports	12.5	\$165.00	8	\$125.00	\$3,062.50
Calculate, Review Payments to City	5.5	\$165.00	7.5	\$125.00	\$1,845.00
Determine Cost of Services Charged	14	\$165.00	12	\$125.00	\$3,810.00
Develop Pro Forma Cost Analysis	7	\$165.00	4	\$125.00	\$1,655.00
Review, Analyze Rate Adjustments	14	\$165.00	12	\$125.00	\$3,810.00
Compile State, County, City Data	7.5	\$165.00	12	\$125.00	\$2,737.50
Compare Data and Tabulate	12	\$165.00	6	\$125.00	\$2,730.00
Disposal, Diversion Cost Per Ton	6	\$165.00	6	\$125.00	\$1,740.00
Final Audit of Fee Payments	13	\$165.00	10	\$125.00	\$3,395.00
Final Audit of Residential Charges and Fees	8	\$165.00	6	\$125.00	\$2,070.00
Final Audit of Commercial Charges and Fees	8	\$165.00	5	\$125.00	\$1,945.00
Final Audit of Recycling Charges and Fees	12	\$165.00	7	\$125.00	\$2,855.00
Temporary Bin and Rolloff/Temp Charges and Fees	8	\$165.00	5	\$125.00	\$1,945.00
Final Conclusion of Rate Adjustments	11	\$165.00	12	\$125.00	\$3,315.00
Correspondence with CM, CA, Council	12	\$165.00	0	\$125.00	\$1,980.00
				Total =	\$47,640.00

Option II Flat Fee Not to Exceed Plus Recovery Compensation

Option II represents a cost schedule that includes a 20% reduction in overall costs and a 20% recovery component. Therefore, the new cost to perform the services in this Proposal is \$38,112 plus 20% of the recovery, if any, of all uncovered deficiencies in payments of fees to City and financial obligations to the City and its constituents. This includes all revenue collected, recovered and/or saved the City and its residential or commercial/industrial base through 1) fee recovery; 2) increase in City fees due to oversight or discovery; 3) overcharging of fees; 4) reduction of rates to the City and its constituents through successful discovery; 5), and other savings, reductions and recovery of monies due the City of Huntington Park and its residential and business community.

IWM will have the option of charging additional time and materials for additional services, tasks, meetings, presentations and other requests not contained in this Proposal in accordance with the Schedule of Rates attached hereto in Exhibit II.

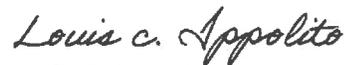
INTEGRITY WASTE MANAGEMENT SUMMARY QUALIFICATIONS

IWM is most qualified for this type of project because of our over twenty-six (26) years of experience in evaluating, auditing, developing, managing and monitoring exclusive and non-exclusive solid waste contracts in the State of California. IWM has also attached Exhibit I Schedule of Rates for Additional Services as may be requested by the City.

IWM looks forward to serving the City of Huntington Park. During these tough economic times, IWM believes our services can make a positive financial difference for the City now and in the future.

Please feel free to contact me directly at (909) 289-4321 or email me at integritywaste@yahoo.com.

Sincerely,



Louis C. Ippolito

IWM, Principal

EXHIBIT I SCHEDULE OF RATES FOR ADDITIONAL SERVICES

Project Director	\$165/Hr
Project Manager	\$125/Hr
Administration	\$105/Hr
General Labor	\$30/Hr
Copies	\$0.25/Pg

Financial Correspondence Address:



**Integrity-Waste
Management**

"STRATEGIC ALLIANCE AND COMPLIANCE EXPERTS"

PO Box 390149
Anza, Ca 92539
Louis C. Ippolito, 909-289-4321
integritywaste@yahoo.com

ITEM NO. 8



CITY OF HUNTINGTON PARK

Community Development and Public Works Department
City Council Agenda Report

October 6, 2020

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 SOLICIT PROPOSALS FOR FIRE PLAN CHECKING AND RELATED SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Qualifications (RFQ) from qualified engineering and building and safety firms for fire plan checking and related services.

BACKGROUND

Staff is seeking proposals from qualified consultants to provide plan check services for the Fire Prevention Bureau for the period ending December 31, 2021. The Los Angeles County Fire Department currently provides this service. The City would like to contract with dependable consultant that can conduct external plan reviews and provide inspection services as needed by the Fire Department. The objective of contracting out plan check services is to provide relief to other priority Fire Department objectives and to help expedite this service to our community. The City aims to provide timely, efficient and professional service responsive to the needs of the project applicants.

DISCUSSION

This service would be performed in lieu of Los Angeles County Fire Department. Due to the recent pandemic and the delays in processing development plans related to Fire, staff has determined that the City would be best served by processing the plans by a qualified consultant to facilitate complete plan checks during the normal building and safety plan checking process.

The City would utilize the current Los Angeles County Fire plan checking fee schedule and the consultant would charge a percentage-based fee dependent on the service provided. The City would then keep the remaining portion of the fee for the role of the administrative function. Currently, the City charges no fee for the processing of the Fire plan checking and has little control over the duration or fees associated with the fire plan checking process.

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR FIRE PLAN CHECKING AND RELATED SERVICES

October 6, 2020

Page 2 of 3

Engineering and Building and Safety support from an outside consultant is necessary to accomplish the fire plan check review. A formal RFQ will be published to solicit proposals from qualified firms to provide this service.

The following is a tentative schedule:

RFQ ISSUED	October 9, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	October 23, 2020
RELEASE OF INFORMATION REQUESTED: 5:00 PM	October 29, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	November 4, 2020
TENTATIVE CITY COUNCIL AWARD DATE	November 17, 2020
APPROXIMATE NOTICE TO PROCEED DATE	November 30, 2020

LEGAL REQUIREMENT

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act.

The City Clerk's Office shall publish the RFQ (Attachment A) in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFQ shall describe the tasks required from qualified firms to provide pertinent qualifications. The time and location to submit qualifications shall also be placed within the published RFQ. The RFQ shall be published for a minimum period of twenty-one (21) calendar days. Once qualifications are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT

Approval of this specific action does not have a direct fiscal impact. There would be no adverse impact to the City's general fund and revenues generated for plan checking services are paid for by developers and would be directed to the general fund by the Finance Director. Proposals will be evaluated based on qualifications and consistency with the County of Los Angeles fee schedule (Attachment B). No additional budget appropriation is required at this time.

CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,



CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR FIRE PLAN
CHECKING AND RELATED SERVICES

October 6, 2020

Page 3 of 3

RICARDO REYES

City Manager

A handwritten signature in cursive script, appearing to read "Cesar Roldan".

CESAR ROLDAN

Director of Public Works

ATTACHMENT(S):

- A. Fire Plan Checking Services RFQ
- B. County of Los Angeles Fee Schedule

ATTACHMENT A



**CITY OF HUNTINGTON PARK
REQUEST FOR QUALIFICATIONS FOR
Qualified Engineering and Building and Safety firms to
Provide Fire Plan Checking and Related Services**

PROPOSAL DUE DATE: NOVEMBER 4, 2020 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croidan@hpca.gov



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1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced engineering and building and safety firms for fire plan checking and related services. The period extending through December 31, 2021 with the option of providing the same services for two additional calendar years, which may be extended at the City's sole discretion in one-year intervals. The Los Angeles County Fire Department currently provides this service. The City would like to contract with dependable consultant that can conduct external plan reviews and provide inspection services as needed by the Fire Department. The objective of contracting out plan check services is to provide relief to other priority Fire Department objectives and to help expedite this service to our community. The City aims to provide timely, efficient and professional service responsive to the needs of the project applicants.

2. OVERVIEW

This service would be performed in lieu of Los Angeles County Fire Department. Due to the recent pandemic and the delays in processing development plans related to Fire, staff has determined that the City would be best served by processing the plans by a qualified consultant to facilitate complete plan checks during the normal building and safety plan checking process. The City would utilize the current Los Angeles County Fire plan checking fee schedule and the consultant would charge a percentage-based fee dependent on the service provided.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to fire plan checking and related services. In addition to other services, the goal of the qualified consultant is to provide plan check services for any buildings and/or projects that require fire department approval including, but not limited to, Alarm Systems, Suppression Systems, Special Systems/Processes, Hazardous Materials, Architectural, Developmental Review and Administrative (Revisions, Additional Review, Expedited Plan Check, Time & Material). The consultant applying should have significant experience in this area. The objective is for the consultant to start immediately following City Council approval.

The City is seeking qualified Contractors/Firms with experience in commercial and residential plan reviews including multi-story construction and complex tenant improvements. The contractor could be required to consult with Fire Prevention Bureau staff on inspections that include specialized systems/processes and in-field inspections. Plans often require quick turnaround to meet the needs of the building owner and contractor. Inspection demand may also be high, with inspections required on short notice and weekends. The Scope of Work should include the average turnaround time for each of the services listed above. The Contractor/Firm shall provide a statement of understanding

Fire Plan Check and Related Services – RFQ

that includes a description of the approach to the performance of the work requested that illustrates the contractor/firm(s) understanding of the nature of the work being requested and the total cost of services presented in the proposal.

The Contractor/Firm shall provide a brief description of the primary contractor and sub-contractors (if any), along with an organizational chart of the plan check team. Designation of a single point of contact for the contract is required. Provide the role and relevant background experience of the primary individuals involved with the contract, e.g. a brief description of the qualifications of the key personnel and responsibilities should be included. Include a minimum of three (3) references of persons, firms or agencies that City staff may contact to verify the experience of the proposer. Provide a detailed contract scope of work based on the RFQ. Indicated the hourly rates that would be charged for the work performed by the contractor/firm(s) principals and staff. Include all classifications of staff that could be provided to the City.

4. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

6. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFQ requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (90%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting

history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.

- Compliance with RFQ (10%) – The ability of the consultant to comply with all instructions set forth under this RFQ as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

*** Use of the City of Huntington Park City Seal is prohibited.**

8. SELECTION PROCESS

A selection committee comprised of the City staff and consultants will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked consultants. However, at its sole discretion the selection committee may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

Cover Letter: Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

Consultant's Background: Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFQ. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 2-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFQ on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience

with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFQ on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Proposed Personnel: Maximum 1-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFQ in which the consultant was engaged to perform tasks similar to those requested under this RFQ. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Fee Schedule: Maximum 1-page detailed schedule of rates for each proposed personnel that may be tasked to complete the project. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule. In so far as the proposer's proposal contemplates an increase in compensation rates or charges during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

[10. QUESTIONS REGARDING THIS RFQ](#)

All questions regarding this RFQ must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hpca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, OCTOBER 23, 2020**.

In response to all questions received by this date, City will issue an Addendum no later than 5 days

prior to the proposal submittal due date. The addendum will be emailed to all RFQ recipients on record.

11. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, NOVEMBER 4, 2020** to:

City of Huntington Park – City Clerk’s Office
Attn: Cesar Roldan, Director of Public Works
6550 Miles Avenue
Huntington Park, CA 90255

Late proposals will not be accepted.

12. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFQ PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFQ. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFQ
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFQ. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY’S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY’S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 4 – COUNTY OF LOS ANGELES FEE SCHEDULE

ATTACHMENT 1 – IMPORTANT DATES

RFQ ISSUED	October 9, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	October 23, 2020
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APPROXIMATE NOTICE TO PROCEED DATE	November 30, 2020

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE CONSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

WHEREAS, CONSULTANT represents that It is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

NOW, THEREFORE, for and in consideration of performance by the Parties of the mutual covenants and conditions herein contained, the CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in Exhibit "B". Subject to the CPI Index Adjustment section of Exhibit "B", CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /(\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 **ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. 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. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: INDEPENDENT CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTs, subCONSULTANTs or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTs, subCONSULTANTs or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

- 2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.
- 2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.
- 2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.
- 2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.
- 2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INDEPENDENT CONTRACTOR

- 3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV.
INSURANCE

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form 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 must be signed.
- 4.2 ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3** 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 CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 4.4 REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 4.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 4.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 4.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V.
INDEMNIFICATION

- 5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

- 5.2 Work of CONSULTANT's Design Professionals Services:** Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and 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 the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTs, subCONSULTANTs or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 5.3 Work of All Other Persons/Non-Design Professionals:** Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTs or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 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.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VI.
TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) 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 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior

to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement 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 a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

- 6.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 6.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VII.
MISCELLANEOUS PROVISIONS

- 7.1 **DOCUMENTS & DATA: LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 7.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 7.3 **NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY:** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

7.4 **WARRANTIES:** Each of the Parties represents and warrants to one another as follows:

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

CONSULTANT:
[NAME AND ADDRESS]

CITY:
City of Huntington Park
[DEPARTMENT]
6550 Mile Avenue
Huntington Park, CA 90255
Attn: [REP FOR CITY, TITLE]
Phone: (626) XXXXX
Fax: (626) XXXXX

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

7.7 **COOPERATION: FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

- 7.8 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 7.9 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 7.10 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 7.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 7.12 **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, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 7.13 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 7.14 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
- 7.15 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 7.16 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 **MISCELLANEOUS:**
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
 - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

7.23 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

7.24 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

7.25 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

7.26 **FORCE MAJEURE:** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

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:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - \$2,000,000 per occurrence and \$4,000,000 general aggregate; or
 - Other: _____

for bodily injury, personal injury and property damage, including operations, products and completed operations

- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – 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. (Note – required only if vendor has employees)

**Special Events serving/selling alcohol must also include Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation 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 the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

Certificate Holder:

- City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM
CERTIFICATE OF LIABILITY.**

SUBJECT TO CHANGE ACCORDING TO EVENT

DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT	
Agent or Broker Name & Address		PHONE	FAX
		E-MAIL	LOC. NO.
		ADDRESS	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A:	
Insured Name & Address		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

Must have a Contact Name & Phone number or email address

Insurance Company Name(s)

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Must mark either a "y" or "x"

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER POLICY: <input type="checkbox"/> PRO-PORT <input type="checkbox"/> LDC OTHER:	Policy Number	Current Policy Period	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED. EXP. (Any one person) PERSONAL & ADV. INJURY GENERAL AGGREGATE PRODUCTS - COMP. AGG.
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> RENTED <input type="checkbox"/> PRIVATE AUTOS ONLY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY	Policy Number	Current Policy Period	AUTOMOBILE LIABILITY BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
UMBRELLA LIAB. EXCESS LIAB. <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIM-MADE DED. <input type="checkbox"/> RETENTION	Policy Number	Current Policy Period	EACH OCCURRENCE AGGREGATE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY POLICY TO DISPARITY SUBJECTIVE TO FLOORING UNDER EXCLUSIONS (Residential in 1998) 1 year duration under DESCRIPTION OF OPERATIONS	Policy Number	Current Policy Period	EMP. INJURY EMP. MED. EXP. EL. EACH ACCIDENT EL. DISEASE - EA EMPLOYEE EL. DISEASE - POLICY LIMIT

General Liab. Each Occurrence: \$2,000,000
Damage to Rented Premises: \$1,000,000
Med. Exp. \$5,000
Personal & Adv. Injury: \$1,000,000
General Aggregate: \$4,000,000
Products: \$1,000,000
Combined Single Limit: \$1,000,000
Each Accident: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

CERTIFICATE HOLDER	CANCELLATION
City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: SIGNATURE

ACORD 25 (2016/03)

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Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ATTACHMENT 4 – COUNTY OF LOS ANGELES FEE SCHEDULE

Engineering Fees

Building Plan Review Plan Check	
Fee Type	Fee Amount
Assembly Occupancy	\$ 613.00
Commercial (B, F, S, M)	\$ 675.00
Dwelling, 1 & 2 Family	\$ 491.00
Educational/Institutional Occupancy	\$ 920.00
Hazardous Materials Review (1-50 chemicals)	\$ 675.00
Hazardous Materials Review (51-100 chemicals)	\$ 1,104.00
Hazardous Occupancy	\$ 797.00
High Piled Combustible Storage	\$ 491.00
Multi-Family Residence	\$ 675.00
Site Plan Review - Water and Access	\$ 491.00

Fire Alarm System Plan Check	
Fee Type	Fee Amount
Emergency Responder Radio Coverage	\$ 982.00
Fire Alarm System: > 131 devices	\$ 859.00
Fire Alarm System: 11-50 devices	\$ 429.00
Fire Alarm System: 51-90 devices	\$ 613.00
Fire Alarm System: 91-130 devices	\$ 736.00
Fire Sprinkler Monitoring system & Fire Alarm System with 10 devices	\$ 245.00
Special Extinguishing Systems: CO2, FM 200, Foam Liquid Systems, Inert Gas (Halon, Inergen)	\$ 368.00

Fire Sprinkler Plan Check	
Fee Type	Fee Amount
Fire Flow Test Witness/Perform	\$ 245.00
Fire Pump Installation	\$ 613.00
New NFPA 13 fire sprinkler system:< 100 heads per system	\$ 491.00
New NFPA 13 fire sprinkler system:> 100 heads per system	\$ 736.00
New NFPA 13D fire sprinkler system: one or two family dwelling	\$ 491.00
New NFPA 13R fire sprinkler system: Multifamily family dwellings	\$ 613.00
NFPA #22 fire water storage tank	\$ 491.00
Special hazard fire extinguishing foam water spray nozzle system	\$ 491.00
Standpipe System (Class I,II, & III)	\$ 463.00
TI to NFPA 13 fire sprinkler system:< 25 heads without calculation	\$ 245.00
TI to NFPA 13 fire sprinkler system:> 25 heads and < 100 heads with/without calculation	\$ 368.00
TI to NFPA 13 fire sprinkler system:>100 heads with/without calculation	\$ 613.00
Underground fire protection system: 5 or more additional connections for hydrants or risers	\$ 491.00
Underground fire protection system: single hydrant or single riser connection	\$ 307.00

Miscellaneous Building Plan Review	
Fee Type	Fee Amount
Additional plan review after initial review and one resubmittal (per hour)	\$ 123.00
Alternative Materials and Methods Review	\$ 480.00
Expedited review (each 2- hours + initial fee)	\$ 245.00
Plan review time (per hour) for modifications, re-stamp (minimum 1-hour)	\$ 123.00
Pre-Submittal Meeting (initial 2-hours)	\$ 245.00

Field Permit Fees

Fee Type	Fee Amount
Activities in Hazardous Fire Areas	\$ 332.00
Aerosol Products	\$ 332.00
Amusement Buildings	\$ 332.00
Automobile Wrecking Yard	\$ 332.00
Aviation Facility	\$ 332.00
Battery Systems Stationary	\$ 332.00
Bonfires or Rubbish Fires	\$ 332.00
Carbon Dioxide Systems used in Beverage Dispensing Applications	\$ 332.00
Carbon Dioxide Enrichment Systems	\$ 332.00
Carnival & Fair Requirements	\$ 332.00
Combustible Dust Producing Operations	\$ 332.00
Combustible Fibers	\$ 332.00
Commercial Rubbish Handling Operation	\$ 332.00
Covered Mall Buildings	\$ 332.00
Cryogens Fluids	\$ 332.00
Cutting and Welding Permit	\$ 332.00
Dipping Operations	\$ 332.00
Dry Cleaning Plants	\$ 332.00
Emergency Helicopter Landing Facility for High Rise Buildings	\$ 332.00
Exhibits and Trade Shows	\$ 332.00
Fire Hydrants and Valves	\$ 332.00
Fireworks Display	\$ 332.00
Floor Finishing	\$ 332.00
Fruit and Crop Ripening	\$ 332.00
Fumigation/Thermal Insecticidal Fogging	\$ 332.00
Hazardous Materials	\$ 332.00
Hazardous Production Materials	\$ 332.00
High Piled Combustible Storage	\$ 332.00
Hot Work Operations	\$ 332.00
HPM Facilities	\$ 332.00
Industrial Ovens	\$ 332.00
Liquid Gas-Fueled Vehicles or Equipment	\$ 332.00
Lumber Yard and Woodworking	\$ 332.00
Magnesium	\$ 332.00
Miscellaneous Combustible Storage	\$ 332.00
Model Rockets	\$ 332.00
Motor Fuel-Dispensing Facilities	\$ 332.00
Open Burning	\$ 332.00
Open Flames and Candles	\$ 332.00
Open Flames and Torches	\$ 332.00
Organic Coating	\$ 332.00
Pallet Yards	\$ 332.00
Parade Float	\$ 332.00
Places of Assembly	\$ 332.00

Field Permit Fees

Fee Type	Fee Amount
Plant Extraction Systems	\$ 332.00
Private Fire Fighting Resources	\$ 332.00
Private Fire Hydrants	\$ 332.00
Pyrotechnic Special Effects Materials	\$ 332.00
Pyroxylin Plastics	\$ 332.00
Radioactive Materials	\$ 332.00
Recreational Fires	\$ 332.00
Refrigeration Equipment	\$ 332.00
Repair Garage/Automotive/Marine/Fleet Fuel Dispensing	\$ 332.00
Rifle Range	\$ 332.00
Special Events	\$ 332.00
Spraying or Dipping	\$ 332.00
Storage of Scrap Tires and by-Products	\$ 332.00
Tank Removal	\$ 332.00
Tank/Cisterns	\$ 332.00
Temporary Sales Lots	\$ 332.00
Temporary Tents, Canopies, Membrane Structures	\$ 332.00
Tire Rebuilding Plants	\$ 332.00
Tire Storage	\$ 332.00
Waste Handling	\$ 332.00
Wood Products	\$ 332.00

Film Unit Fees

Fee Type	Fee Amount
Film	\$ 282.00
Fuel Truck	\$ 208.00
Special Effects	\$ 288.00
Still Photos	\$ 277.00

Forestry Fees

Fuel Modification Plan Check	
Fee Type	Fee Amount
Barns, garages, accessory structures	\$ 613.00
New Residential Structure greater than or equal to 2,500 sq. ft. in total area, within currently developing tracts of 25 or more lots.	\$ 725.00
New residential, commercial, or industrial structures greater than or equal to 2,500 sq. ft. in total area, or additions/modifications to existing residential, commercial or industrial structures which increase the square footage of the structure by 50 percent or more and which addition/modification does not exceed 2,500 sq. ft. in total area.	\$ 832.00
New residential, commercial, or industrial structures less than 2,500 sq. ft. in total area, or additions/modifications to existing residential, commercial or industrial structures which increase the square footage of the structure by 50 percent or more and which addition/modification does not exceed 2,500 sq. ft. in total area.	\$ 711.00
Parcel maps / lot splits of 4 or fewer parcels	\$ 141.00
Tract maps - preliminary plan approval	\$ 980.00
Tract maps - final plan approval (Includes lots 5-20)	\$ 1,064.00
Each additional 10 lots over 20	\$ 651.00

Plan Review and Inspection Oak Trees	
Fee Type	Fee Amount
001-015	\$ 775.00
016-050	\$ 861.00
051-100	\$ 1,551.00
101-200	\$ 2,412.00
201-400	\$ 4,135.00
401-999	\$ 6,892.00

High Rise Fees

Building Plan Review Plan Check	
Fee Type	Fee Amount
High Rise Buildings over 75 Feet in Height	\$ 1,472.00

Construction Field Inspection	
Fee Type	Fee Amount
High Rise Buildings over 75 Feet in Height	\$ 665.00

Land Development Unit Fees

Plan Review - per map or as noted	
Fee Type	Fee Amount
Clean Hands Waiver	\$ 262.00
Conditional Use Permit	\$ 384.00
Conditional Use Permit - Revised	\$ 225.00
Fire Hydrant Approval (Includes first 10 hydrants)	\$ 262.00
Each additional hydrant over 10	\$ 43.00
Grading Plan Review - Fire Lanes and Private Driveways	\$ 507.00
Grant of Waiver	\$ 286.00
Lot Line Adjustments	\$ 262.00
Mobile Home Park	\$ 384.00
One Stop Meeting	\$ 153.00
Revised Exhibit A	\$ 262.00
Site Plan Review	\$ 139.00
Street Vacation	\$ 262.00
Tentative Parcel Map - Amendment	\$ 384.00
Tentative Parcel Map - Initial (3 Reviews)	\$ 1,120.00
Tentative Parcel Map - Revised	\$ 630.00
Tentative Parcel Map Revisions or Re-submit	\$ 323.00
Tentative Tract Map - Amendment	\$ 594.00
Tentative Tract Map - Initial (3 Reviews)	\$ 2,593.00
Each additional lot between 11-50	\$ 20.00
Each additional lot between 51-100	\$ 15.00
Each additional lot between 101-1000	\$ 11.00
Each additional lot 1,001 or greater	\$ 6.00
Tentative Tract Map - Revised	\$ 1,243.00
Tentative Tract Map Revision or Re-submittal	\$ 384.00
Water Appeals Board	\$ 139.00
Water Plans and Systems Review for Compliance	\$ 262.00
Zone Change	\$ 262.00

Parcel Map (Final Map) per submittal	
Fee Type	Fee Amount
01-04 Parcels	\$ 630.00
05-10 Parcels	\$ 691.00
11-50 Parcels	\$ 936.00
51 or more Parcels	\$ 1,120.00
Fourth and Subsequent Submittals	\$ 200.00
Verification of Condition - Parcel	\$ 262.00

Tract Map (Final Map) per submittal	
Fee Type	Fee Amount
01-05 Lots	\$ 630.00
06-10 Lots	\$ 691.00
11-25 Lots	\$ 814.00
26-50 Lots	\$ 936.00
51 or more Lots	\$ 1,120.00
Fourth and Subsequent Submittals	\$ 200.00
Verification of Condition - Tract	\$ 262.00

Petro Chem Fees

Field Permits	
Fee Type	Fee Amount
Cellulose Nitrate Film	\$ 332.00
Compressed Gases	\$ 332.00
Explosives	\$ 332.00
Flammable or Combustible Liquids	\$ 332.00
LP Gas	\$ 332.00
Oil Natural Gas Wells	\$ 332.00

Regional Service Fees

Construction Field Inspection	
Fee Type	Fee Amount
Assembly Occupancy	\$ 498.00
Commercial (B, F, S, M)	\$ 498.00
Dwelling, 1 & 2 Family	\$ 332.00
Educational/Institutional Occupancy	\$ 332.00
Hazardous Occupancy	\$ 415.00
High Piled Combustible Storage	\$ 997.00
Multi-Family Residence	\$ 332.00
Repair Garage	\$ 415.00
Tank Installation or Removal	\$ 415.00
Tenant Improvements Projects	\$ 332.00

Fire Alarm System Field Inspection	
Fee Type	Fee Amount
Emergency Responder Radio Coverage	\$ 1,328.00
Fire Alarm System: 11-50 devices	\$ 497.00
Fire Alarm System: 51-90 devices	\$ 580.00
Fire Alarm System: 91-130 devices	\$ 664.00
Fire Sprinkler Monitoring system & Fire Alarm System with 10 devices	\$ 331.00
Halon System/FM 200	\$ 331.00
UL-300 System (Hood Systems)	\$ 331.00

Fire Sprinkler System Field Inspection	
Fee Type	Fee Amount
New NFPA 13 fire sprinkler system:< 100 heads per system	\$ 665.00
New NFPA 13 fire sprinkler system:> 100 heads per system	\$ 831.00
New NFPA 13D fire sprinkler system: one or two family dwelling	\$ 332.00
New NFPA 13R fire sprinkler system: Multifamily family dwellings	\$ 665.00
TI to NFPA 13 fire sprinkler system:< 25 heads without calculation	\$ 332.00
TI to NFPA 13 fire sprinkler system:> 25 heads and < 100 heads with/without calculation	\$ 498.00
TI to NFPA 13 fire sprinkler system:>100 heads with/without calculation	\$ 581.00
Underground fire protection system: 5 or more additional connections for hydrants or risers	\$ 665.00
Underground fire protection system: single hydrant or single riser connection	\$ 332.00

ATTACHMENT B

Engineering Fees

Building Plan Review Plan Check	
Fee Type	Fee Amount
Assembly Occupancy	\$ 613.00
Commercial (B, F, S, M)	\$ 675.00
Dwelling, 1 & 2 Family	\$ 491.00
Educational/Institutional Occupancy	\$ 920.00
Hazardous Materials Review (1-50 chemicals)	\$ 675.00
Hazardous Materials Review (51-100 chemicals)	\$ 1,104.00
Hazardous Occupancy	\$ 797.00
High Piled Combustible Storage	\$ 491.00
Multi-Family Residence	\$ 675.00
Site Plan Review - Water and Access	\$ 491.00

Fire Alarm System Plan Check	
Fee Type	Fee Amount
Emergency Responder Radio Coverage	\$ 982.00
Fire Alarm System: > 131 devices	\$ 859.00
Fire Alarm System: 11-50 devices	\$ 429.00
Fire Alarm System: 51-90 devices	\$ 613.00
Fire Alarm System: 91-130 devices	\$ 736.00
Fire Sprinkler Monitoring system & Fire Alarm System with 10 devices	\$ 245.00
Special Extinguishing Systems: CO2, FM 200, Foam Liquid Systems, Inert Gas (Halon, Inergen)	\$ 368.00

Fire Sprinkler Plan Check	
Fee Type	Fee Amount
Fire Flow Test Witness/Perform	\$ 245.00
Fire Pump Installation	\$ 613.00
New NFPA 13 fire sprinkler system:< 100 heads per system	\$ 491.00
New NFPA 13 fire sprinkler system:> 100 heads per system	\$ 736.00
New NFPA 13D fire sprinkler system: one or two family dwelling	\$ 491.00
New NFPA 13R fire sprinkler system: Multifamily family dwellings	\$ 613.00
NFPA #22 fire water storage tank	\$ 491.00
Special hazard fire extinguishing foam water spray nozzle system	\$ 491.00
Standpipe System (Class I,II, & III)	\$ 463.00
TI to NFPA 13 fire sprinkler system:< 25 heads without calculation	\$ 245.00
TI to NFPA 13 fire sprinkler system:> 25 heads and < 100 heads with/without calculation	\$ 368.00
TI to NFPA 13 fire sprinkler system:>100 heads with/without calculation	\$ 613.00
Underground fire protection system: 5 or more additional connections for hydrants or risers	\$ 491.00
Underground fire protection system: single hydrant or single riser connection	\$ 307.00

Miscellaneous Building Plan Review	
Fee Type	Fee Amount
Additional plan review after initial review and one resubmittal (per hour)	\$ 123.00
Alternative Materials and Methods Review	\$ 480.00
Expedited review (each 2- hours + initial fee)	\$ 245.00
Plan review time (per hour) for modifications, re-stamp (minimum 1-hour)	\$ 123.00
Pre-Submittal Meeting (initial 2-hours)	\$ 245.00

Field Permit Fees

Fee Type	Fee Amount
Activities in Hazardous Fire Areas	\$ 332.00
Aerosol Products	\$ 332.00
Amusement Buildings	\$ 332.00
Automobile Wrecking Yard	\$ 332.00
Aviation Facility	\$ 332.00
Battery Systems Stationary	\$ 332.00
Bonfires or Rubbish Fires	\$ 332.00
Carbon Dioxide Systems used in Beverage Dispensing Applications	\$ 332.00
Carbon Dioxide Enrichment Systems	\$ 332.00
Carnival & Fair Requirements	\$ 332.00
Combustible Dust Producing Operations	\$ 332.00
Combustible Fibers	\$ 332.00
Commercial Rubbish Handling Operation	\$ 332.00
Covered Mall Buildings	\$ 332.00
Cryogenics Fluids	\$ 332.00
Cutting and Welding Permit	\$ 332.00
Dipping Operations	\$ 332.00
Dry Cleaning Plants	\$ 332.00
Emergency Helicopter Landing Facility for High Rise Buildings	\$ 332.00
Exhibits and Trade Shows	\$ 332.00
Fire Hydrants and Valves	\$ 332.00
Fireworks Display	\$ 332.00
Floor Finishing	\$ 332.00
Fruit and Crop Ripening	\$ 332.00
Fumigation/Thermal Insecticidal Fogging	\$ 332.00
Hazardous Materials	\$ 332.00
Hazardous Production Materials	\$ 332.00
High Piled Combustible Storage	\$ 332.00
Hot Work Operations	\$ 332.00
HPM Facilities	\$ 332.00
Industrial Ovens	\$ 332.00
Liquid Gas-Fueled Vehicles or Equipment	\$ 332.00
Lumber Yard and Woodworking	\$ 332.00
Magnesium	\$ 332.00
Miscellaneous Combustible Storage	\$ 332.00
Model Rockets	\$ 332.00
Motor Fuel-Dispensing Facilities	\$ 332.00
Open Burning	\$ 332.00
Open Flames and Candles	\$ 332.00
Open Flames and Torches	\$ 332.00
Organic Coating	\$ 332.00
Pallet Yards	\$ 332.00
Parade Float	\$ 332.00
Places of Assembly	\$ 332.00

Field Permit Fees

Fee Type	Fee Amount
Plant Extraction Systems	\$ 332.00
Private Fire Fighting Resources	\$ 332.00
Private Fire Hydrants	\$ 332.00
Pyrotechnic Special Effects Materials	\$ 332.00
Pyroxylin Plastics	\$ 332.00
Radioactive Materials	\$ 332.00
Recreational Fires	\$ 332.00
Refrigeration Equipment	\$ 332.00
Repair Garage/Automotive/Marine/Fleet Fuel Dispensing	\$ 332.00
Rifle Range	\$ 332.00
Special Events	\$ 332.00
Spraying or Dipping	\$ 332.00
Storage of Scrap Tires and by-Products	\$ 332.00
Tank Removal	\$ 332.00
Tank/Cisterns	\$ 332.00
Temporary Sales Lots	\$ 332.00
Temporary Tents, Canopies, Membrane Structures	\$ 332.00
Tire Rebuilding Plants	\$ 332.00
Tire Storage	\$ 332.00
Waste Handling	\$ 332.00
Wood Products	\$ 332.00

Film Unit Fees

Fee Type	Fee Amount
Film	\$ 282.00
Fuel Truck	\$ 208.00
Special Effects	\$ 288.00
Still Photos	\$ 277.00

Forestry Fees

Fuel Modification Plan Check	
Fee Type	Fee Amount
Barns, garages, accessory structures	\$ 613.00
New Residential Structure greater than or equal to 2,500 sq. ft. in total area, within currently developing tracts of 25 or more lots.	\$ 725.00
New residential, commercial, or industrial structures greater than or equal to 2,500 sq. ft. in total area, or additions/modifications to existing residential, commercial or industrial structures which increase the square footage of the structure by 50 percent or more and which addition/modification does not exceed 2,500 sq. ft. in total area.	\$ 832.00
New residential, commercial, or industrial structures less than 2,500 sq. ft. in total area, or additions/modifications to existing residential, commercial or industrial structures which increase the square footage of the structure by 50 percent or more and which addition/modification does not exceed 2,500 sq. ft. in total area.	\$ 711.00
Parcel maps / lot splits of 4 or fewer parcels	\$ 141.00
Tract maps - preliminary plan approval	\$ 980.00
Tract maps - final plan approval (Includes lots 5-20)	\$ 1,064.00
Each additional 10 lots over 20	\$ 651.00

Plan Review and Inspection Oak Trees	
Fee Type	Fee Amount
001-015	\$ 775.00
016-050	\$ 861.00
051-100	\$ 1,551.00
101-200	\$ 2,412.00
201-400	\$ 4,135.00
401-999	\$ 6,892.00

High Rise Fees

Building Plan Review Plan Check	
Fee Type	Fee Amount
High Rise Buildings over 75 Feet in Height	\$ 1,472.00

Construction Field Inspection	
Fee Type	Fee Amount
High Rise Buildings over 75 Feet in Height	\$ 665.00

Land Development Unit Fees

Plan Review - per map or as noted	
Fee Type	Fee Amount
Clean Hands Waiver	\$ 262.00
Conditional Use Permit	\$ 384.00
Conditional Use Permit - Revised	\$ 225.00
Fire Hydrant Approval (Includes first 10 hydrants)	\$ 262.00
Each additional hydrant over 10	\$ 43.00
Grading Plan Review - Fire Lanes and Private Driveways	\$ 507.00
Grant of Waiver	\$ 286.00
Lot Line Adjustments	\$ 262.00
Mobile Home Park	\$ 384.00
One Stop Meeting	\$ 153.00
Revised Exhibit A	\$ 262.00
Site Plan Review	\$ 139.00
Street Vacation	\$ 262.00
Tentative Parcel Map - Amendment	\$ 384.00
Tentative Parcel Map - Initial (3 Reviews)	\$ 1,120.00
Tentative Parcel Map - Revised	\$ 630.00
Tentative Parcel Map Revisions or Re-submit	\$ 323.00
Tentative Tract Map - Amendment	\$ 594.00
Tentative Tract Map - Initial (3 Reviews)	\$ 2,593.00
Each additional lot between 11-50	\$ 20.00
Each additional lot between 51-100	\$ 15.00
Each additional lot between 101-1000	\$ 11.00
Each additional lot 1,001 or greater	\$ 6.00
Tentative Tract Map - Revised	\$ 1,243.00
Tentative Tract Map Revision or Re-submittal	\$ 384.00
Water Appeals Board	\$ 139.00
Water Plans and Systems Review for Compliance	\$ 262.00
Zone Change	\$ 262.00

Parcel Map (Final Map) per submittal	
Fee Type	Fee Amount
01-04 Parcels	\$ 630.00
05-10 Parcels	\$ 691.00
11-50 Parcels	\$ 936.00
51 or more Parcels	\$ 1,120.00
Fourth and Subsequent Submittals	\$ 200.00
Verification of Condition - Parcel	\$ 262.00

Tract Map (Final Map) per submittal	
Fee Type	Fee Amount
01-05 Lots	\$ 630.00
06-10 Lots	\$ 691.00
11-25 Lots	\$ 814.00
26-50 Lots	\$ 936.00
51 or more Lots	\$ 1,120.00
Fourth and Subsequent Submittals	\$ 200.00
Verification of Condition - Tract	\$ 262.00

Petro Chem Fees

Field Permits	
Fee Type	Fee Amount
Cellulose Nitrate Film	\$ 332.00
Compressed Gases	\$ 332.00
Explosives	\$ 332.00
Flammable or Combustible Liquids	\$ 332.00
LP Gas	\$ 332.00
Oil Natural Gas Wells	\$ 332.00

Regional Service Fees

Construction Field Inspection	
Fee Type	Fee Amount
Assembly Occupancy	\$ 498.00
Commercial (B, F, S, M)	\$ 498.00
Dwelling, 1 & 2 Family	\$ 332.00
Educational/Institutional Occupancy	\$ 332.00
Hazardous Occupancy	\$ 415.00
High Piled Combustible Storage	\$ 997.00
Multi-Family Residence	\$ 332.00
Repair Garage	\$ 415.00
Tank Installation or Removal	\$ 415.00
Tenant Improvements Projects	\$ 332.00

Fire Alarm System Field Inspection	
Fee Type	Fee Amount
Emergency Responder Radio Coverage	\$ 1,328.00
Fire Alarm System: 11-50 devices	\$ 497.00
Fire Alarm System: 51-90 devices	\$ 580.00
Fire Alarm System: 91-130 devices	\$ 664.00
Fire Sprinkler Monitoring system & Fire Alarm System with 10 devices	\$ 331.00
Halon System/FM 200	\$ 331.00
UL-300 System (Hood Systems)	\$ 331.00

Fire Sprinkler System Field Inspection	
Fee Type	Fee Amount
New NFPA 13 fire sprinkler system:< 100 heads per system	\$ 665.00
New NFPA 13 fire sprinkler system:> 100 heads per system	\$ 831.00
New NFPA 13D fire sprinkler system: one or two family dwelling	\$ 332.00
New NFPA 13R fire sprinkler system: Multifamily family dwellings	\$ 665.00
TI to NFPA 13 fire sprinkler system:< 25 heads without calculation	\$ 332.00
TI to NFPA 13 fire sprinkler system:> 25 heads and < 100 heads with/without calculation	\$ 498.00
TI to NFPA 13 fire sprinkler system:>100 heads with/without calculation	\$ 581.00
Underground fire protection system: 5 or more additional connections for hydrants or risers	\$ 665.00
Underground fire protection system: single hydrant or single riser connection	\$ 332.00

ITEM NO. 9

CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report



October 6, 2020

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

Dear Mayor and Members of the City Council:

COUNCIL TO CONSIDER THE CITY OF HUNTINGTON PARK'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS IN PREPARATION OF THE FISCAL YEAR (FY) 2020/21 – 2024/25 CONSOLIDATED PLAN, FY 2020/2021 ANNUAL ACTION PLAN, AND CITIZEN PARTICIPATION PLAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing to consider the city's housing and community development needs for the City's Five Year Consolidated Plan covering FY 2020/21 -2024/25, the associated FY2020/21 Annual Action Plan, and the Citizen Participation Plan; and
2. Take public testimony; and
3. Receive and file this report along with any comments made by the Mayor and City Council and residents during the public hearing, for inclusion in the Five Year Consolidated Plan for FY 2020/21 – 2024/25, FY 2020/21 Annual Action Plan, and Citizen Participation Plan.
 - a. The Mayor and City Council are asked to each individually comment on what they believe are Huntington Park's housing and community development needs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The United States Department of Housing and Urban Development (HUD) mandates that all entitlement grantees submit a 5-year Consolidated Plan, Annual Action Plan and Citizen Participation Plan. In accordance with this requirement, the City of Huntington Park has prepared the FY 2020/21-2024/25 Consolidated Plan and 2020-2021 Annual Action Plan which details how the City plans to use their CDBG and HOME fund

COUNCIL TO CONSIDER THE CITY OF HUNTINGTON PARK'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS IN PREPARATION OF THE FISCAL YEAR (FY) 2020/21 – 2024/25 CONSOLIDATED PLAN, FY 2020/2021 ANNUAL ACTION PLAN, AND CITIZEN PARTICIPATION PLAN

October 6, 2020

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allocations to address the priority needs of the City. As a part of this process, the City placed a public hearing notice in the Huntington Park Bulletin newspaper on June 4, 2020 informing residents of the public hearing to be conducted on June 16, 2020; as well as four (4) virtual meetings held on June 8, 2020 at 10am and 11am; and June 10, 2020 at 3pm and 4pm via Facebook Live. The 5-day review period for the public was set from October 1, 2020 to October 6, 2020. During the 5-day review period, the City receives comments regarding activities and the use of CDBG and HOME funds for FY 20-21 as well as the entire 5-year period. In addition, the City provided residents with a survey related to public services and affordable housing to increase resident participation. Staff was able to collect 395 surveys.

The Five-Year Consolidated Plan provides a strategic framework for the City's housing and community development goals and sets the vision for allocating federal resources to housing, homelessness, community development and special needs. The Annual Action Plan is a funding strategy that articulates the City's utilization of HUD grant funds and other available resources to undertake programs and projects that will help the City meet the goals and objectives outlined in the Five-Year Consolidated Plan.

FISCAL IMPACT/FINANCING

In Fiscal Year 2020-2021, the City will receive \$1,276,124 in CDBG and \$639,661 in HOME funds comprised accordingly:

The City will receive \$1,276,124 in CDBG funds that includes:

- a) Fiscal Year 2020-2021 entitlement allocation of \$1,276,124; and

Additionally, the City will receive \$639,661 in HOME funds that includes:

- a) Fiscal Year 2020-2021 entitlement allocation of \$639,661;

Proposed CDBG and HOME Activities. Described below are the priorities, goals, activities, and funding allocations that have been established in the City's Five-Year Consolidated Plan and FY 2020-2021 Annual Action Plan. The proposed activities will further the purpose of the CDBG and HOME programs of developing viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.

COUNCIL TO CONSIDER THE CITY OF HUNTINGTON PARK'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS IN PREPARATION OF THE FISCAL YEAR (FY) 2020/21 – 2024/25 CONSOLIDATED PLAN, FY 2020/2021 ANNUAL ACTION PLAN, AND CITIZEN PARTICIPATION PLAN

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1. PRIORITY HOUSING NEEDS		
GOAL	IMPLEMENTING PROGRAM(S)	ALLOCATION
Preserve Existing and Create New Affordable Housing	<u>First Time Homebuyer</u> HOME funds will be used to provide down payment assistance to eligible First-Time Homebuyers to purchase a home in the City of Huntington Park. A silent second will be provided in the amount up to 20% of the HUD HOME purchase price limit based on the need of the applicant. As of April 2020, the purchase price limit for a single-family home in LA County is \$480,000.	\$575,695 (HOME) Plus allocated funding amount from previous year. (1,000,000)
	<u>Minor Home Repair:</u> The program provides on a citywide basis free exterior minor home repairs, energy conservation activities, security and safety improvements, exterior refurbishing and painting to eligible low and moderate-income households. The program offers a grant of up to \$7,500 to the homeowner for labor and materials and minor repairs to the property.	Use remaining balance from previous year. In FY19-20, 14 households were approved for the program; however due to COVID-19 they were stopped during the process of collecting construction bids. (CDBG)
2. PRIORITY HOMELESS NEEDS		
GOAL	IMPLEMENTING PROGRAM(S)	ALLOCATION
Support Social Service Agencies that Assist Homeless Populations	<u>Huntington Park Homeless Service Program:</u> The program provides services to the homeless, those at-risk of being homeless and low-income families/persons through providing connection to service agencies for shelters, medical, social services and other related needs.	\$15,000 (CDBG)
3. PRIORITY SPECIAL NEEDS POPULATIONS		
GOAL	IMPLEMENTING PROGRAM(S)	ALLOCATION
Support Social Service Agencies that Assist Special Needs Populations	<u>Huntington Park Senior Program:</u> The HP Senior Program promotes the benefits of leading a healthier lifestyle among older adults through educational workshops, coordinated physical activities, enrichment activities and other recreation-based events and activities. Additional cleaning requirements due to COVID-19.	\$195,596 (CDBG)

COUNCIL TO CONSIDER THE CITY OF HUNTINGTON PARK'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS IN PREPARATION OF THE FISCAL YEAR (FY) 2020/21 – 2024/25 CONSOLIDATED PLAN, FY 2020/2021 ANNUAL ACTION PLAN, AND CITIZEN PARTICIPATION PLAN

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4. PRIORITY COMMUNITY SERVICES		
GOAL	IMPLEMENTING PROGRAM(S)	ALLOCATION
Provide Needed Community Services to Low/Mod Persons	Parks and Recreation After School Program: The program provides after school supervision at City parks and offers a variety of recreational activities such as sports, a nutrition program, arts and crafts, field trips, and homework assistance. The program serves to improve the safety of the parks for all users, and helps deter crime, vandalism, graffiti and drug use among youth by offering positive alternatives. Program locations include Robert H. Keller Park, Salt Lake Park, Freedom Park, and will feature a Summer Swim Program at Linda Marquez High School. Additional cleaning requirements due to COVID-19.	\$216,690 (CDBG)
	Fair Housing Services: The City funds the Fair Housing Foundation to affirmatively further fair housing by providing fair housing related services, including housing discrimination counseling and investigative services, landlord-tenant housing dispute resolution services and education and outreach services.	\$10,000 (CDBG) This allocation will be covered under CDBG administration.

5. OTHER COMMUNITY DEVELOPMENT NEEDS		
GOAL	IMPLEMENTING PROGRAM(S)	ALLOCATION
Planning for Housing and Community Development	CDBG Administration: The program provides for the overall development, financial management, coordination and monitoring of the CDBG program, HUD communication, public participation, as well as planning and urban environmental design and studies. The implementing agency is the City Community Development Department.	\$255,224 (CDBG)
	HOME Administration: Funds provide for the overall development, management, coordination and monitoring of the HOME program as implemented by the Community Development Department.	\$63,966 (HOME)
6. UNALLOCATED FUNDS		
GOAL	IMPLEMENTING PROGRAM(S)	ALLOCATION
Not Applicable	Unallocated CDBG Funds: Non-public service project will be determined at a later date.	\$593,614 (CDBG)

COUNCIL TO CONSIDER THE CITY OF HUNTINGTON PARK'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS IN PREPARATION OF THE FISCAL YEAR (FY) 2020/21 – 2024/25 CONSOLIDATED PLAN, FY 2020/2021 ANNUAL ACTION PLAN, AND CITIZEN PARTICIPATION PLAN

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	Unallocated HOME Funds: Note: All funds were allocated to projects this FY 20-21	\$0 (HOME)
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CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
CITY MANAGER

ATTACHMENT A: FY 2020/21 – 2024/25 Consolidated Plan and 2020/2021 Annual Action Plan

ATTACHMENT B: Citizen Participation Plan

ATTACHMENT A



CITY OF HUNTINGTON PARK

FY 2020-2024 CONSOLIDATED PLAN (DRAFT)
July 1, 2020-21 – June 30, 2024-25

FY 2020-2021 ANNUAL ACTION PLAN (DRAFT)
July 1, 2020 – June 30, 2021

**CITY OF HUNTINGTON PARK
CITY MANAGER'S OFFICE
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255**

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Executive Summary of the Consolidated Plan (Con Plan) is intended to provide the U.S. Department of Housing and Urban Development (HUD), housing and service providers, City residents and businesses with an overview of Huntington Park's housing and community development needs, and the City's priorities and strategies to address those needs.

The City of Huntington Park is a recipient of federal entitlement grant programs. The Community Development Block Grant (CDBG) and HOME funds are allocated each year by the federal government to support housing and community development activities that principally benefit low and moderate-income households. To receive these federal funds, the City must adopt a five-year strategic Consolidated Plan (ConPlan) that identifies local needs, and how these needs will be prioritized and addressed using federal funds. On June 30, 2020, the City's current five-year (FY 2015/2016–2019/2020) Consolidated Plan will terminate requiring a new five-year Consolidated Plan to be adopted by the City Council.

The ConPlan is implemented through Annual Action Plans which provide a more concise summary of actions, activities and direct and indirect federal resources that will be used to address the needs and goals prioritized by the ConPlan. In turn, the ConPlan and Action Plan are submitted to HUD for review.

Huntington Park's new five-year (2020/2021-2024/2025) Consolidated Plan builds upon several other related planning documents, including: City's 2015-2019 Analysis of Impediments to Fair Housing Choice; City's Capital Improvement Program 5-Year Project Schedule; LAHSA's 2019 Point in Time Homeless Count; City's General Plan and Housing Element.

The entitlement programs that the City will be administering during the 5-Year Consolidated Plan period will be the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs.

- CDBG Funds are used to develop viable urban communities by providing decent housing, suitable living environments, and expanding economic opportunities, principally for low- and low to moderate- income persons.

- HOME Funds a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. It is one of the largest federal block grants for state and local governments to create affordable housing for low-income households.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City's Consolidated Plan strategy includes general priorities to meet the needs of the community and the City's rationale for investment of federal funds. In order to address the needs, the City identified the following priorities as having the greatest need in the community:

1. Sustain and Strengthen Neighborhoods, Public Facilities and Infrastructure
2. Preserve Existing and Create New Affordable Housing
3. Public/Community Services
4. Planning for Housing and Community Development

These priorities were formed based on the national objectives and outcomes supported by HUD as described below.

- Provide decent affordable housing. The activities that typically would be found under this objective are designed to cover a wide range of housing possibilities under HOME and CDBG.
- Creating a suitable living environment. In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- Creating economic opportunities. This objective applies to the types of activities related to economic development, commercial revitalization, or job creation and/or retention.

National Objective Outcomes

The outcomes reflect what the grantee seeks to achieve by the funded activity. The City of Huntington Park associates the national objectives to these outcomes.

- Availability/Accessibility;
- Affordability; and
- Sustainability.

The City's strategy to meet HUD's national objectives and outcomes are described in the attached Table below.

3. Evaluation of past performance

During the previous five-year period, the City of Huntington Park used CDBG and HOME funds to accomplish the following objectives:

Decent Housing

- The Residential Rehabilitation Program provides assistance up to \$50,000 for property renovations and rehabilitation for owner-occupied single-family homes. During the 2015-2019 Consolidated Plan period, the City was able to successfully assist XX eligible households in the rehabilitation of their home. The Middleton Project, a 20-unit housing complex of which 9 extremely low and 10 very low-income eligible residents reside. One unit was left for the on-site property manager. The complex was provided a notice of completion in 2019. All units have been successfully filled with eligible residents.
- The Marconi Project, a 1 bedroom/1 bath unit and garage was constructed in 2018. The unit has been successfully filled with the income eligible resident.
- **Suitable Living Environment**
- The Minor Home program was reinstated in FY 2015-16 with the assistance of a local non-profit, Los Angeles County Neighborhood Housing Services (NHS). Immediately following, the City brought the program back in-house to successfully provide minor home grants to Huntington Park residents. During the FY 2019-20, the City successfully approved 14 residents; however, due to the coronavirus pandemic the program has been placed on hold.
- The Code Enforcement Program made great strides with the community in educating, evaluating and enforcing the City's Municipal Code.
- During FY2019-20, the City started the Emergency Business Assistance program that provided \$10,000 forgivable loans to qualified business who were impacted by COVID-19. Twenty (20) business were selected of which ten (10) business owners must both live and work in the City of Huntington Park.
-
-
- The City continuously assisted various public service agencies during the previous five-year period. Decreases in allocations have taken a toll on the number of grants provided to service agencies; however, the City has not let this situation put a damper on assisting the residents of the community. In FY2019-20, the City assisted:
 - Afterschool Program: 130 unduplicated youth
 - Senior Program: 326 unduplicated seniors
 - Salvation Army: 101 unduplicated persons
 - Fair Housing: 189 unduplicated persons

- The City of Huntington Park allocated CDBG funds towards infrastructure improvements over the past five years. The Various Street Improvement Project was one of the largest, most comprehensive street rehabilitation projects completed over her past five years.

Economic Opportunity

The City of Huntington Park Huntington has been working with local agencies to determine how to best assist the local business community. Over the past 5 years, the City has awarded HUB Cities, a local agency that provides free business educational workshops and guidance to business owners as well as assist residents looking for employment. During the 2020-2024 Consolidated Plan period, the City will pursue a new partnership with an economic development subrecipient to continue to assist the Huntington Park's business community

4. Summary of citizen participation process and consultation process

The City developed its 2020-2024 Consolidated Plan through extensive consultation and coordination with housing, social service, and healthcare providers; public agencies; the local public housing agency; and the community residents. As a means of gaining input from these agencies and the community, the City conducted phone interviews, public hearings, Facebook Live meetings, surveys, and invited local grantees to provide comments on the draft Consolidated Plan and Action Plan. In addition, consultation in the development of the Consolidated Plan involved several City departments.

The City followed HUD's guidelines for citizen and community involvement in preparation of the Consolidated Plan and Action Plan to encourage citizen participation in the preparation of the documents. The City also undertook several activities such as phone interviews, community meetings via Facebook Live, Community Needs Survey and Agency Needs Surveys.

A draft of the five-year Consolidated Plan and 2020-2021 Annual Action Plan was available for public comment for a 5-day period (October 1-October 6, 2020). The City Council will hold the first reading at a public hearing on October 6, 2020, providing residents and interested parties a final opportunity to comment on the Consolidated Plan prior to adoption and submittal to HUD. The second reading will be held on Tuesday, October 20, 2020.

5. Summary of public comments

Please see the attached chart that provides the results, the locations and dates of when the surveys were received. During the public review period, the City will continue to collect surveys.

Demo

Consolidated Plan Collection Locations

Date	Location	Event	Count
5/30/2019	Senior Center - Salt Lake Park	Food Distribution	16
6/3/2019	Senior Center - Salt Lake Park		10
6/4/2019	Senior Center - Salt Lake Park	Food Distribution	3
6/6/2019	Salt Lake Park	Farmers Market	10
6/12/2019	Salt Lake Park	Farmers Market	0
6/17/2019	Photo & Pandipoli Salt Lake Park		9
6/17/2019	Salt Lake Park		4
6/19/2019	Salt Lake Park	Farmers Market	4
6/20/2019	Senior Center - Salt Lake Park	Food Distribution	16
7/10/2019	Salt Lake Park	Farmers Market	6
8/6/2019	Robert Keller Park	Nature Night Out	7
9/18/2019	Salt Lake Park	Farmers Market	10
9/19/2019	Senior Center - Salt Lake Park	Food Distribution	28
9/19/2019	H. P. Library		1
10/6/2019	Salt Lake Park	*From Lot to event	34
10/6/2019	Salt Lake Park	Farmers Market	6
10/17/2019	Senior Center - Salt Lake Park	Food Distribution	20
10/23/2019	Salt Lake Park	Farmers Market	6
10/31/2019	Robert Keller Park	Halloween Event	30
3/31/2020	Google Forms	#1 spanish, #1-25 english	26
4/1/2020	Google Forms	#26 english	1
4/3/2020	Google Forms	#27-28 english	2
4/6/2020	Google Forms	#29 english	1
4/7/2020	Google Forms	#30 english	1
4/8/2020	Google Forms	#31 english	1
4/12/2020	Google Forms	#32 english	1
4/13/2020	Google Forms	#33-37 english	3
4/14/2020	Google Forms	#38 english	1
4/16/2020	Google Forms	#39-40 english	2
4/16/2020	Google Forms	#41 english	1
4/18/2020	Google Forms	#42 spanish, #42-46 english	7
4/21/2020	Google Forms	#47 english	1
4/23/2020	Google Forms	#48 english	1
6/1/2020	Google Forms	#49-54 english, #4 spanish	7
6/3/2020	Google Forms	#55-59 english, #6-10 spanish	10
6/4/2020	Google Forms	#60 english	1
6/9/2020	Google Forms	#61-62 english	2
6/10/2020	Google Forms	#13 spanish	1
6/16/2020	Google Forms	#63-71 english, #14-18 spanish	14
7/2/2020	Google Forms	#72-76 english, #19 spanish	9
TOTAL			386

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received were accepted.

7. Summary

The City of Huntington Park was able to collect 395 FY2020-2024 Plan surveys from both in person collection and on-line submittals. The surveys provided valuable input from the community on their priorities and needs in how future Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds should be spent.

DRAFT

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	HUNTINGTON PARK	City Manager's Office
HOME Administrator	HUNTINGTON PARK	City Manager's Office

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

If you have question regarding the Consolidated Plan, please contact:

Federal Funding and Grants Division

Maryleen Linan,

6550 Miles Avenue

(323) 584-6266

mmlinan@hpca.gov

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

As detailed in the following section, the City of Huntington Park developed its five-year (2020-2024) Consolidated Plan through consultation with City departments; housing and public service providers; and adjacent local governments.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City developed its five-year (2020/2021 - 2024/2025) Consolidated Plan through consultation with City departments; housing and public service providers; adjacent local governments and community input. As a means of gaining input from housing, homeless and social service providers, the City conducted phone interviews and email surveys to gain input from agencies that directly impact the areas of need. Based on the results of the surveys and interview, the City was able to make informed decisions on how to use the HUD funds to assist those in need.

Due to the COVID-19 pandemic, the City received fewer responses from responsible agencies. Once agencies re-open and become more accessible, the City will reach out again to gain their input.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City participates in Service Planning Area (SPA) 7 of the Continuum of Care for Los Angeles City and County, and coordinates with the LAHSA, local communities and various service agencies to provide a continuum of services and facilities for the homeless and persons at-risk of becoming homeless. As the lead agency, LAHSA helps coordinate efforts among agencies, businesses, community leaders, government agencies and elected officials to determine priority needs and services from a local, regional and county-wide basis. According to HUD, a CoC is "a community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and

maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness." HUD identifies four necessary parts of a continuum:

- Outreach, in-take, and assessment
- Emergency shelter
- Transitional housing with supportive services
- Permanent & permanent supportive housing with services if needed

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Huntington Park does not receive ESG funds. This question is not applicable.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	COUNTY OF LOS ANGELES PUBLIC LIBRARY - HUNTINGTON PARK LIBRARY
	Agency/Group/Organization Type	Public Library
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Library provided their comments through a phone interview.
2	Agency/Group/Organization	The Salvation Army Southeast Communities
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Salvation Army provided their comments through a phone interview.
3	Agency/Group/Organization	Huntington Park City Council
	Agency/Group/Organization Type	Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings. City Council members reflect the needs of their constituents in the community, which have been reflected in the needs and priorities identified in the Plan
4	Agency/Group/Organization	Fair Housing Foundation
	Agency/Group/Organization Type	Service-Fair Housing

What section of the Plan was addressed by Consultation?	Housing Need Assessment
How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency Consultation Workshop. The City will continue to provide fair housing and tenant/landlord services to residents.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Los Angeles Homeless Services Authority	LAHSA uses housing and demographic data obtained through HMIS and Homeless Counts to determine needs and to pinpoint gaps in housing and services. This in turn helps LAHSA to pool and coordinate resources with the County and cities to develop coordinated homeless access and assessment centers. Huntington Park participates with LAHSA in building the regional continuum of care to address the homeless and persons at-risk of homelessness.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The City of Huntington Park notified the adjacent local governments of Bell, Cudahy, Los Angeles, Maywood, South Gate, and Vernon of the availability of the draft Consolidated Plan for the 5-day review and comment period.

Narrative (optional):

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

Due to COVID-19, the City held four (4) virtual interactive community meetings. Pre-COVID-19, the City staff and consultants obtained a total of 395 surveys at various locations throughout the City as well as on-line. The locations were Salt Lake Park, Robert Keller Park, Senior Center and Los Angeles County Public Library. The City saw a large increase in participation online versus the standard in person community meetings.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Facebook Live Community Meeting	Entire Community	407 views, 1 Share (June 8, 2020 at 10am)	23 comments received during Facebook Live Meeting.	Comments and questions were answered live during the meeting.	Not Applicable
2	Facebook Live Community Meeting	Non-English Speaking - Specify other language: Spanish	725 views, 17 shares (June 8, 2020 at 11am)	20 comments received during the Facebook Live Meeting	Comments and questions were answered live during the meeting	Not Applicable
3	Facebook Live Community Meeting	Non-targeted/broad community	Community viewership (June 10, 2020 at 3pm)	Comments and questions were answered during the Facebook Live Meeting	Comments and questions were answered during the Facebook Live Meeting	Not Applicable

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Facebook Community Meeting	Non-English Speaking - Specify other language: Spanish	Community Viewership (June 10, 2020 at 4pm)	Comments and questions were answered live during Facebook Live meeting	Comments and questions were answered live during Facebook Live meeting	Not Applicable
5	Newspaper Ad	All residents	Public Notice was placed in the Huntington Park Bulletin on June 4, 2020	No comments were received.	No comments were received.	Not Applicable
6	Internet Outreach	Citywide both English and Spanish	See summary of responses to electronic surveys in Appendix ____	The City received 93 electronic surveys.		
7	Surveys	Citywide both English and Spanish	See summary of responses to paper surveys in Appendix ____	The City received a total of 302 paper surveys in both English and Spanish.		
8	Newspaper Ad	Citywide both English and Spanish	Public Notice was placed in the Huntington Park Bulletin on October 1, 2020			
9	Public Hearing	Citywide both English and Spanish	Public Hearing- First Reading			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
10	Newspaper Ad	Citywide both English and Spanish	Public Notice will be placed on October 15, 2020			
11	Public Hearing	Citywide both English and Spanish	Public Hearing- Second Reading			

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Based on the 395 surveys collect, the City was able to compile a list of the top three (3) priorities for the following services:

COMMUNITY FACILITIES

- (1) Youth Centers
- (2) Health Care Facilities
- (3) Parks and Recreational Facilities

COMMUNITY SERVICES

- (1) Anti-Crime Programs
- (2) Youth Activities
- (3) Mental Health Services

COMMUNITY ACTIVITIES

- (1) Community Beautification
- (2) Sports/Fitness
- (3) After School Program

INFRASTRUCTURE

- (1) Street/Alley Improvement
- (2) Sidewalk Improvement
- (3) Water/Sewer Improvement

NEIGHBORHOOD SERVICES

- (1) Trash & Debris Removal
- (2) Graffiti Removal
- (3) Parking Facilities

SPECIAL NEEDS SERVICES

- (1) Neglected/Abused Children Centers and Services
- (2) Substance Abuse Service
- (3) Domestic Violence Services

HOMELESS SERVICES

- (1) Homeless Shelters/Services
- (2) Food Banks/Hot Meals
- (3) Emergency Rapid Housing

BUSINESS SERVICES

- (1) Job Creation/Retention
- (2) Business Mentoring
- (3) Commercial/Industrial Rehabilitation

JOB SERVICES

- (1) Employment Preparedness
- (2) Jobs for Veterans
- (3) Jobs for the Disabled

AFFORDABLE HOUSING

- (1) Affordable Rental Housing
- (2) Fair Housing Services
- (3) Senior Housing

HOMEOWNER SERVICES

- (1) First Time Home Buyers
- (2) Energy Efficient Improvements
- (3) Lead-Based Paint Test/Abatement

OVERALL NEEDS

- (1) Create More Jobs Available to Low Income Residents
- (2) Create More Affordable Housing Available to Low Income Residents
- (3) Improve Non-Profit Programs Providing Community Services (Senior Centers, Youth Centers, Food Banks)

DRAFT

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Demographics	Base Year: 2009	Most Recent Year: 2015	% Change
Population	58,114	59,005	2%
Households	14,796	14,560	-2%
Median Income	\$35,340.00	\$34,887.00	-1%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	4,810	3,875	3,175	1,145	1,555
Small Family Households	2,300	2,000	1,490	660	850
Large Family Households	1,045	1,020	1,000	245	480
Household contains at least one person 62-74 years of age	700	585	685	220	420
Household contains at least one person age 75 or older	460	285	185	55	165
Households with one or more children 6 years old or younger	1,655	1,140	895	254	305

Table 6 - Total Households Table

Data Source: 2011-2015 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	45	50	50	15	160	10	0	4	0	14
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	1,125	660	400	95	2,280	4	35	90	30	159
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	855	595	450	80	1,980	30	115	155	65	365
Housing cost burden greater than 50% of income (and none of the above problems)	1,745	340	10	0	2,095	255	195	220	25	695

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	335	1,265	470	55	2,125	75	120	260	65	520
Zero/negative Income (and none of the above problems)	55	0	0	0	55	20	0	0	0	20

Table 7 -- Housing Problems Table

Data 2011-2015 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	3,770	1,650	915	190	6,525	305	345	465	125	1,240
Having none of four housing problems	515	1,655	1,290	440	3,900	145	225	505	390	1,265
Household has negative income, but none of the other housing problems	55	0	0	0	55	20	0	0	0	20

Table 8 – Housing Problems 2

Data 2011-2015 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	2,060	1,425	300	3,785	130	140	265	535
Large Related	960	470	180	1,610	70	175	220	465
Elderly	625	249	39	913	140	94	75	309
Other	405	235	110	750	30	25	30	85
Total need by income	4,050	2,379	629	7,058	370	434	590	1,394

Table 9 – Cost Burden > 30%

Data 2011-2015 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,660	225	10	1,895	95	85	110	290
Large Related	825	90	0	915	70	120	60	250
Elderly	460	39	0	499	100	45	65	210
Other	340	65	0	405	30	25	20	75
Total need by income	3,285	419	10	3,714	295	275	255	825

Table 10 – Cost Burden > 50%

Data 2011-2015 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	1,745	950	570	160	3,425	24	75	130	29	258

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple, unrelated family households	205	285	270	25	785	15	70	120	65	270
Other, non-family households	44	50	10	0	104	0	0	0	0	0
Total need by income	1,994	1,285	850	185	4,314	39	145	250	94	528

Table 11 – Crowding Information – 1/2

Data Source: 2011-2015 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source:
Comments:

Describe the number and type of single person households in need of housing assistance.

In the City of Huntington Park, there are 3,683 single person households experiencing overcrowding which HUD defines as more than one person per room. Of the total single person households 3,425 are renters and 258 are owner occupied. Approximately 12% of renters occupying single-family households live in the lower income category (0-30%AMI) and less than 1% owner-occupied single-family households in lower income category (0-30%AMI). 76% of single-family households experience overcrowding in Huntington Park. There is a disproportionate gap between households within the crowding category with only 24% experiencing crowding. Single family households have a greater need for affordable housing due to higher percentage of single-family households experiencing overcrowding in Huntington Park.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

According to the American Community Survey, (ACS) there are 4,513 people with disabilities in the City of Huntington Park. The State of California estimates that 10.6% of the population has a disability. There are 471 Huntington Park residents reported by the Housing Authority of the County of Los Angeles (HACoLA) that are receiving Housing Choice Vouchers. Unfortunately, the County could not provide the number of participants who are disabled in the City. These statistics confirm the significant need for housing

assistance among the City's disabled population. Persons spending greater than half their incomes on housing are considered precariously housed, and at risk of homelessness. The 2009-2015 CHAS documents 31% of Huntington Park's low and low to moderate-income households spend more than half their incomes on housing. The 4,513 disabled persons make up a portion of the low to moderate population that have a cost burden of >50% along with a disability which puts them at risk for homelessness. As a result, the disabled population is in need of housing assistance. Individuals fleeing domestic violence are generally women and children. While precise estimates for the City of Huntington Park are not available, approximately 31 percent of all women have been victims of violence committed by a spouse or intimate partner nationwide; applying this percentage to Huntington Park's 2018 adult female population (age 20+) translates to an estimated 10,786 women who have been victims of domestic violence.

Immigrant women are particularly vulnerable to abuse and are often reluctant to report incidences or seek assistance from local authorities. Women and their children who are victims of domestic violence often need shelter, transitional housing and services such as counseling and child care. Rainbow Services offers a domestic violence support program at Gage Middle School in Huntington Park. This program provides clients with education, information, clinical counseling and case management services. The goal is that through comprehensive services, the cycle of family violence is broken, and the family can live a life free from abuse and control. The organization can also provide shelter to victims at their San Pedro facility to ensure that homelessness does not occur.

What are the most common housing problems?

The most common housing problem in the City of Huntington Park is cost burden. Among Huntington Park approximately 11,860 low and low to moderate income (<80% AMI) renter households; 7,058 (60%) face a cost burden of spending greater than 30% of income on rent. Renters' within the City are facing a severe cost burden with this number totaling 3,714 (31%) spending more than 50% of income on rent. As depicted in the tables, high levels of severe renter overpayment are in various neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.

Household overcrowding, defined as greater than one person per room, has decreased among low and low to moderate households from 40% of all renters in 2010 to 36% a decade later (as documented by the 2009-2015 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 53% of renters in the City. In addition, the City is plagued with substandard housing. The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.

For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and other subsidy funding. For chronically homeless persons and transitional age youth,

there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who often struggle with physical and mental health problems in addition to substance abuse issues. The opening of Mosaic Gardens in Huntington Park provides 24 units of transitional housing for lower income families and transition-age youth linked with mental health and other needed services.

Are any populations/household types more affected than others by these problems?

As reflected in the Tables above, small related households are most impacted by renter cost burden. Regarding small related households, single parent households should be considered among this household. Among the 7,058 low and low to moderate-income renters in Huntington Park, 54% are spending greater than 30% of income on housing costs. Small related households are also most impacted by severe cost burden (spending greater than 50% of income of housing costs) among low and low to moderate-income renters, comprising 51% of the total. As a group, 50% of Huntington Park's low to moderate income small family households (renter and owner) experience a housing cost burden, compared to 25% of large family households, and 15% of senior households.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Rising rents in Huntington Park have placed many lower-income persons at a greater risk of homelessness. Small family households and single mothers are vulnerable due to the high costs associated with childcare. Cost burden for these households put small and single households at imminent risk for residing in shelters or becoming unsheltered. Rent increases have also hurt those with low-wage jobs. A lack of funding and limited Section 8 vouchers also places households at risk.

Low income (<50% AMI) renter households facing extreme cost burden (>50% income on rent) with low paying jobs or unemployed and with family members with serious health problems are at risk of becoming homeless. The 2015 CHAS data shows Huntington Park has approximately 8,685 low-income households which represents about 60% of the total households. In addition, there are about 4,810 households that represent the extremely low-income, which is about 33% of the total households.

Low income(<50%AMI) and extremely low income (<30% AMI) individuals and families are at high risk due to their incomes and cost burden. Due to the lower incomes, there is greater need for affordable housing, health care, affordable daycare and other supportive services to assist them.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Not applicable.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

As shown in the Tables above, an estimated 3,714 low- and moderate-income renter households and 825 owner households in Huntington Park are paying more than half of their gross monthly income for housing costs. Food, transportation, healthcare, utilities and other costs reduce disposable income and their ability to save. These households are vulnerable to eviction and homelessness if their income is suddenly reduced for any reason (e.g., job loss, cut in work hours or government benefits) or they encounter an unexpected expense (e.g., medical emergency, major car repair) or experience a serious illness and cannot work.

Discussion

As discussed above, housing affordability is a critical issue among Huntington Park's renter population. With roughly 32% of low and moderate income (<80% AMI) renter households spending 50% or more of their incomes on housing. Severe housing cost burden is the most pervasive housing problem in the community. The need far exceeds the resources available through the Consolidated Plan, and is further exacerbated by the loss of redevelopment funding which has historically served as Huntington Park's primary source of funds for affordable housing.

Nearly 42% of Huntington Park's renters have overcrowded living conditions. The City's focus in supporting affordable housing is to provide a First Time Homebuyer Program which it anticipates to assist 25 homebuyers over the 5-year period.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionately greater housing need exists when the members of a racial or ethnic group at an income level experience housing problems at a greater rate (10% or more) than the income level as a whole. The following tables identify the presence of one or more housing problems among households of differing race/ethnicities and income levels, with the analysis that follows identifying any racial/ethnic group having evidence of a disproportionate housing need.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,480	250	75
White	45	15	0
Black / African American	4	0	0
Asian	55	4	4
American Indian, Alaska Native	0	4	15
Pacific Islander	25	0	0
Hispanic	4,345	225	49

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,380	495	0
White	44	10	0
Black / African American	45	0	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	4	4	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	3,290	480	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2011-2015 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,110	1,070	0
White	15	20	0
Black / African American	10	0	0
Asian	0	4	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	2,085	1,045	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data 2011-2015 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	435	710	0
White	4	15	0
Black / African American	15	10	0
Asian	0	4	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	10	0
Hispanic	415	675	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data 2011-2015 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

Discussion

The Tables above identify the presence of one or more housing problems (lacks complete kitchen, lacks complete plumbing, overcrowding at > 1 person per room, or overpayment at > 30%) for different racial/ethnic group within a given income category. The following summarizes the results of these CHAS tables, and identifies groups experiencing disproportionate housing need in Huntington Park.

0-30% of Area Median Income

- 96% of extremely low-income households in Huntington Park have one or more housing problems, ranging from 80% to 100% by racial or ethnic group.
- The highest incidence of housing problems (100%) is experienced by Pacific Islanders and Black African Americans. The 29 households between both ethnic groups have a minimal number of extremely low. Black/African Americans and Pacific Islanders represent less than 1% of the total 4,480 extremely low-income households.
- 84% of Hispanic households and 97% of White households earning extremely low incomes experience one or more housing problems. Hispanic households represent 96% of Huntington Park's extremely low-income households, whereas White households represent less than 1% of this income group.

30-50% of Area Median Income

Demo

- 93% of low-income households in Huntington Park have housing problems, ranging from 96% (Whites) to 93% (Hispanics) to 50% (Asian and American Indian/Alaskan Native) to 100% for Black/African American
- While HUD's CHAS identifies Asian and Black/African American as having disproportionate need, the Asian household is 4 and the Black/African American household is 45, both households represent less than 1% of the total low-income households.

50-80% of Area Median Income

- 98% of moderate-income households in Huntington Park have one or more housing problems, ranging from 100% (African Americans) to 98% (Hispanics) and 75% (Whites) by racial or ethnic group. Asian, Pacific Islander and American Indians have none of the housing problems in these racial group amongst the moderate income. (50-80% AMI)
- While moderate African Americans face a disproportionate housing need, they total just 10 households.
- 66% of all households in Huntington Park in the median income bracket have housing problems, ranging from 0% to 100% by racial or ethnic group.
- Among households earning median incomes, Hispanic, African American and White households were the racial/ethnic groups in Huntington Park identified as having one or more of the four housing problems. Hispanic household total of 2,085; African American total of 10 and Whites total of 15. Since the Hispanic households are substantially greater there is no disproportionate difference between these racial/ethnic households. The difference between each group is less than 1%.

80%-100% of Area Median Income

- 94% of median income households had one or more housing problems, ranging from 99% (Whites) 99% (Black/African American) and 99% of (Hispanics) by racial group. Hispanics households outnumber each racial group at 415 households with one or more housing problems. (80%-100% AMI)
- Amongst each racial group there is no disproportionate difference as Hispanic households are greater than any racial group. White and Black/African American households both total 19 with one or more housing problems.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionately greater housing need exists when the members of a racial or ethnic group at an income level experience housing problem at a greater rate (10% or more) than the income level as a whole. The following tables identify the presence of *severe* housing problems among households of differing race/ethnicities and income levels, with the analysis that follows identifying any racial/ethnic group evidencing a disproportionate housing need.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,075	660	75
White	45	24	0
Black / African American	4	0	0
Asian	49	8	4
American Indian, Alaska Native	0	4	15
Pacific Islander	0	25	0
Hispanic	3,980	590	49

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,995	1,880	0
White	14	40	0
Black / African American	25	15	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	4	4	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	1,950	1,820	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2011-2015 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,380	1,795	0
White	10	24	0
Black / African American	0	10	0
Asian	0	4	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	1,370	1,760	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data 2011-2015 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	315	830	0
White	4	15	0
Black / African American	0	25	0
Asian	0	4	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	10	0
Hispanic	305	785	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2011-2015 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

Discussion

The Tables above identify the presence of one or more *severe* housing problems (lacks complete kitchen, lacks complete plumbing, overcrowding at > 1.5 person per room, or overpayment at > 50%) for different racial/ethnic group within a given income category. The following summarizes the results of these CHAS tables, and identifies groups experiencing disproportionate housing need in Huntington Park.

0-30% of Area Median Income

- 84% of all extremely low-income households in Huntington Park experience one or more of the identified severe housing problems, ranging from 0% to 100% by racial or ethnic group.
- The highest incidence of severe housing problems (100%) is experienced by Black/African American representing a disproportionate need. However, at just four households, the total number of extremely low-income Black/African American households in Huntington Park is minimal, representing less than 1% of the total extremely low-income households in the City.
- While not a disproportionate need, 93% of Hispanic households earning extremely low incomes experience severe housing problems, followed by 93% of Asian households. Lastly, White households at 98%. There is no disproportion amongst each racial group as a whole, Hispanics outnumber all racial/ethnic groups by approximately 60%.

30-50% of Area Median Income

- 51% of moderate-income households in Huntington Park have severe housing problems, ranging from 0% to 100% by racial or ethnic group. No group evidences a disproportionate housing need as Hispanics households are greater than any other racial/ethnic group. Whites (98%) Black/African American (100%) Asian (94%) and Hispanics (93%). Although Black/African Americans have a disproportionate need, their household size is minimal at 25 with severe housing problems.

50-80% of Area Median Income

- 43% of moderate-income households in Huntington Park have severe housing problems, ranging from 0% to 99% by racial or ethnic group. No group evidences a disproportionate housing need As Hispanics households are greater than any other racial/ethnic group. White households are minimal at 10 households which represents less than 1% of households with severe housing problems within 50%-80% AMI.

80-100% of Area Median Income

- 28% of median income households in Huntington Park experience severe housing problems, ranging from 0% to 97% by racial or ethnic group.
- Hispanic households represent 97% of all median income households with one or more severe housing problems in Huntington Park. Among the two racial groups who have severe housing problems whites are minimal with 4 households representing only 3% of households with severe housing problems.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	5,780	4,115	4,574	90
White	145	39	75	0
Black / African American	10	45	25	0
Asian	45	45	19	4
American Indian, Alaska Native	4	0	0	15
Pacific Islander	10	25	0	0
Hispanic	5,555	3,960	4,450	64

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2011-2015 CHAS

Discussion:

A disproportionately greater housing need exists when the members of a racial or ethnic group at an income level experience a housing problem at a greater rate (10% or more) than the income level as a whole. The Table above identifies cost burden for each racial and ethnic group in Huntington Park, including no cost burden (<30% income towards housing), cost burden (30-50%), severe cost burden (>50%), and not computed due to no/negative income. According to the CHAS data on which this table is based, 28% of Huntington Park households experience a cost burden, with an additional 31% experiencing a severe cost burden. In comparison with this citywide average, White, Black/African American and Asian households experience a disproportionate housing cost burden, and Whites experience a disproportionate severe housing cost burden. However, with a total of just 114 White, 70 Black African American and 64 Asian households and identified as cost burden and severe cost burden in Huntington Park by the 2011-2015 American Community Survey (ACS), when combined with methodology utilized by the ACS, the results for such a small sample size are less than statistically significant.

Hispanics comprise Huntington Park's primary racial/ethnic group, as reflected in tables throughout the document. While housing needs are significant among the City's Hispanic population, because Hispanics

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represent the vast majority of the population, the needs of this group closely reflect the citywide average and are thus not considered a disproportionate need.

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NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The analysis of housing problems and severe housing problems in sections NA-15 and NA-20 identify Black/African American, White households and Asian as evidencing a disproportionate housing need. The following identifies the specific income categories among these racial groups where disproportionate need is apparent:

- Black: 30-50% (65 households) 80-100% (15 Households)
- White: 0-30% (75 households) 30-40% (59 households) 50-80% (25 households)
- Asian: 0-30% (55 households)

However, the actual number of households within these three racial groups identified by the HUD CHAS data as experiencing disproportionate housing problems, which is extremely limited. As previously mentioned, given this small number of households, combined with the sampling methodology utilized by the American Community Survey, results in such a small sample size are less than statistically significant.

If they have needs not identified above, what are those needs?

Not applicable.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Because Hispanics comprise over 97 percent of Huntington Park's population, analysis of ethnic or racial concentrations is not applicable. Of Huntington Park's Hispanic or Latino population, the vast majority are from Mexico (84%), followed by Central America (13%, including 7% from El Salvador and 5% from Guatemala), South America (1%), and Cuba (1%). The Figure in the appendix depicts the distribution of Hispanic households by national origin and illustrates little variation among the national origin mix at the census tract level.

NA-35 Public Housing – 91.205(b)

Introduction

The Housing Choice Voucher (HCV) program, formerly called the Section 8 program, is HUD’s largest program that helps low-income families, the elderly, and the disabled find affordable decent, safe, and sanitary housing in the private market. Participants receive federally subsidized vouchers that they can use to rent the home or apartment of their choosing, provided that it meets the requirements of the program and agreement of the landlord. The funding assistance is provided to the family or individual, the voucher holder, and can move with the family or individual rather than being tied to the property or unit.

The Housing Authority of the County of Los Angeles (HACoLA) is the local public agency providing Housing Choice Vouchers within Huntington Park. As of April 2020, HACoLA’s Housing Assistance Voucher program assisted 22,585 families through a partnership with 8,896 property owners throughout the County. Within Huntington Park, HACoLA administers 471 tenant-based vouchers for low income households (April 2020).

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	253	2,883	21,087	47	20,550	268	163	59

Table 22 - Public Housing by Program Type
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type								
	Certificate	Mod- Rehab	Public Housing	Vouchers		Project - based	Tenant - based	Special Purpose Voucher	
				Total			Veterans Affairs Supportive Housing	Family Unification Program	
Average Annual Income	0	14,341	13,522	14,839	15,746	14,816	14,829	17,842	
Average length of stay	0	6	8	8	0	8	0	0	6
Average Household size	0	3	2	2	2	2	1	4	4
# Homeless at admission	0	0	0	184	0	42	142	0	0
# of Elderly Program Participants (>62)	0	48	1,138	6,753	15	6,670	38	2	2
# of Disabled Families	0	40	534	4,416	17	4,269	83	16	16
# of Families requesting accessibility features	0	253	2,883	21,087	47	20,550	268	163	163
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				Disabled *	
				Total	Project - based	Tenant - based	Special Purpose Voucher		
				Veterans Affairs Supportive Housing	Family Unification Program				
White	0	148	1,710	10,344	33	10,071	80	120	40
Black/African American	0	60	1,035	8,432	12	8,188	179	38	15
Asian	0	8	120	2,181	1	2,173	3	1	3
American Indian/Alaska Native	0	0	11	76	1	67	6	2	0
Pacific Islander	0	37	7	54	0	51	0	2	1
Other	0	0	0	0	0	0	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Table 24 – Race of Public Housing Residents by Program Type

Ethnicity of Residents

Ethnicity	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				Disabled *	
				Total	Project - based	Tenant - based	Special Purpose Voucher		
				Veterans Affairs Supportive Housing	Family Unification Program				
Hispanic	0	124	1,121	7,293	11	7,122	40	105	15
Not Hispanic	0	129	1,762	13,794	36	13,428	228	58	44

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

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Consolidated Plan

HUNTINGTON PARK

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Not applicable - The City of Huntington Park does not provide public housing. The County of Los Angeles provides housing vouchers to income eligible residents throughout the City. The number of vouchers provided is determined by LA County.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Safe, decent and affordable housing is an immediate need of the residents using the Housing Choice vouchers.

How do these needs compare to the housing needs of the population at large

High rents and low vacancy rates in metropolitan Los Angeles affect the population at large, not just low and extremely low-income residents. The increase in home prices has led to a decline in housing affordability and contributing additional demand for rental housing.

Discussion

The impact of the high cost of rentals and low vacancy rates is evidenced in the increase in renter overpayment over the past decade. The 2011-2015 American Community Survey (ACS) documents 61% of renters spending greater than 30% of their income on rent, compared to 63% in 2008. Furthermore, the ACS documents 26% of Huntington Park's population as below the poverty level, compared to a poverty rate of 14.2% countywide. These conditions have contributed to a lengthy waiting list for housing assistance, both for Housing Choice Vouchers from HACoLA and for occupancy within one of the eleven affordable rental projects within Huntington Park.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The Los Angeles Homeless Services Authority (LAHSA) 2019 “point in time” count enumerated 58,936 homeless individuals in the County, reflecting a 12% increase from the 2018 count. Specifically for the Los Angeles CoC (LA CoC excludes the cities of Glendale, Pasadena and Long Beach), LAHSA reports a population of 58,936 homeless individuals, up by over 3,888 persons in comparison to the 2018 point in time count (refer to attached Table). Of this number, 14,722 are sheltered, 44,214 are unsheltered.

In the attached Table, 50,312 of the homeless counted in 2019 are single adults, 7,838 are families with children, and 5,034 are unaccompanied youth. This reflects an increase in the numbers of homelessness in families and an increase in the numbers of unaccompanied youth compared to the 2018 count.

The attached Table entitled “Changes in LA CoC Shelter Counts” depicts the number of shelter beds within the Los Angeles Continuum of Care, and indicates a 9% increase in shelter beds from 2016-2017 with total number 36,355 in 2016 and 39,799 in 2017. specifically, emergency shelter beds rose 35% from 7,327 in 2016 to 9,933 in 2017; transitional shelters fell 1% from 6,760 in 2016 to 6,665 in 2017; and the limited number of safe haven shelter beds remained the constant with no change at 25 beds in 2016 and 2017.

The East Los Angeles Service Planning Area (SPA 7) which includes the City of Huntington Park, had a 2019 homeless population count of 5,095 persons, which 4,191 are unsheltered and 904 are sheltered which is a 12% increase since 2018 homeless count. Of this population, 92% (4,714) are single adults, 7% (376) are family members, and less than 1% (5) are unaccompanied youth. Additionally, 82% are sheltered, and 18% are unsheltered. The 2018 shelter counts for SPA 7 include the following:

- Emergency Shelters: 675 beds, 366 units
- Transitional Housing: 615 beds, 500 units
- Permanent Supportive Housing: 847 beds, 327 units
- Rapid Re-Housing: 712 beds, 195 units

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Data was not specifically available for Huntington Park, however, LAHSA estimates that in SPA 7, which includes Huntington Park, 1,328 chronically homeless persons on any given night, representing 26% of total homeless population in SPA 7. Of the total 5,095 homeless 4,191 are unsheltered and 904 sheltered. Chronically homeless family members have increased since the 2018 homeless count for SPA 7 from 853 adults and children in 2018, to 1328 adults and children. Homeless families decreased in 2019, down 56% (122 family unit). In SPA-7, which encompasses Huntington Park, 853 chronically homeless are estimated to exist in 2018, including 825 unsheltered and 28 which is a 9% increase since 2017 homeless count. There are also 37 chronically homeless family units, comprised of 673 homeless family members in 2018 homeless count (173 unsheltered and 500 sheltered).

While LAHSA reports challenges in estimating homeless families, the Los Angeles Continuum of Care was still able to enumerate in 2018 6,210 persons living in households comprised of both adults and children, representing 3,760 total homeless households with children, compared to 6,598 homeless family members in 2017 and 4001 homeless households with children. In 2019, 894 families in SPA 7 used the Coordinated entry system 60% used interim housing or Rapid Re-housing programs, 32% using unknown resources, 4% temporary housing such as hotel/motel vouchers, 2% going to other destinations and 1% unsheltered. Compared to 2018, the number of homeless families totaled 673 which increased by 32% however there was a reduction in sheltered families likely due to successful transitions to permanent housing.

Another subpopulation of homeless in the LA CoC area are veterans and their families. LAHSA estimates 3,538 homeless veterans live in the LA CoC area (nearly 6% of the homeless population), 2,775 of whom are unsheltered, and 763 who are sheltered. The number of veterans remained the same as 2018 homeless count but was an reduction of 8% from 2017. Among the 3,538 homeless veterans, 252 (approximately 7%) are estimated to be female veterans, and 27% are estimated to be chronically homeless. In the east side of Los Angeles County (SPA-7), there were 440 total homeless veterans, Most of these, 67% or 298, are unsheltered, with the remaining 143 (33%) living in either emergency or transitional

housing. LA Coc has large disproportionate population of White and Black/ African American veterans with 1,245 Black/African Americans and 1,286 White veterans. Combined they represent 72% of the total veteran population.

Los Angeles is one of the only jurisdictions to conduct a separate Youth Count in order to target hard to reach youth. In 2019, there were 5,280 homeless youth not part of a family household unit in the LA CoC, compared to 4,974 in 2018. Of these, 3,635 single adults are considered “transitional aged youth” because they are between the ages of 18 and 24. The remaining 66 are unaccompanied youth under the age of 18. Of these, only 21 or 31%, have shelter. In SPA-7 homeless youth not part of family total 401(7% of homeless) which encompasses the City of Huntington Park. Unaccompanied minors’ population is 5 while transitional youth total 529 (10 percent of homeless).

Huntington Park’s homeless population is estimated to range between 20-25 chronically homeless individuals. Most Huntington Park’s visible homeless population is made up of single, adult males, many who appear to have mental health, substance abuse issues and physical disabilities.



Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	0	0
Not Hispanic	0	0

Data Source
Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

There are many factors that contribute to homelessness in Los Angeles County, and the City of Huntington Park specifically. Unemployment, mental illness, physical disabilities, and substance abuse are a few common factors. Individuals and families experience homelessness for a variety of reasons, and therefore a homeless population may have a variety of needs. A homeless person may need medical care, job training, childcare assistance, mental health care, credit counseling, substance abuse treatment, and/or English language education, among other services.

According to the data collected by LAHSA, there are an estimated 5,214 homeless families with children living in the LA CoC area, representing an estimated 8,799 adults and children (376 homeless families in SPA-7). While the exact number of homeless families in the City of Huntington Park is unknown, it is probable that many homeless families were missed in the January 2019 Point in Time Count.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

The January 2019 Point in Time (PIT) Count identified 58,936 homeless persons in the Los Angeles CoC (all of LA County with the exception of Glendale, Pasadena, and Long Beach). As depicted in the Table , 24% of the homeless counted are identified as White/Caucasian and 32% are Black/African American, with Asians, American Indian/Alaskan Native, and Multi-Racial persons making up a combined 4% of the homeless persons. Persons of Hispanic ethnicity comprise 35% of the 2019 PIT count. In comparison to the 2017 PIT Count, there was a 11% increase in homelessness among the White/Caucasian population (non-Hispanic), a 17% increase in Hispanic homeless populations, and a 17% decrease in the Asian homeless populations

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Data not available specifically for City of Huntington Park. Data for SPA 7 mentioned above.

Discussion:

Specific data is not available for the City of Huntington Park.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Certain segments of the population may have greater difficulty finding adequate and affordable housing due to their unique special needs and circumstances. Such circumstances range from fixed incomes to physical disabilities where there is a need for supportive services. The groups that categorically fall under special needs are the elderly and frail elderly, persons with disabilities, victims of domestic violence, persons with HIV/AIDS, and persons with substance abuse problems. These groups represent a significant part of Huntington Park's population, and efforts must be made to ensure that decent, affordable and accessible housing is available to all such special needs populations. The City supports agencies local agencies efforts that provides services to these populations.

Describe the characteristics of special needs populations in your community:

Approximately 8 % of Huntington Park residents are over age 65, comprising approximately 4,828 senior citizens. Most Huntington Park's seniors are renters (60%), a substantial proportion (40%) own their homes. Seniors are vulnerable to do limited incomes and need for health care and other supportive services.

Persons with Disabilities; Approximately 4,513 residents are disabled (8%) in Huntington Park. In addition, around 2,565 (4.7%) residents are unable to live independently. Just 33% of Huntington Park's disabled population of general working age (18-64 years old) are employed. In general, many persons with disabilities have lower-incomes since the disability may affect their ability to work.

Victims of Domestic Violence. Individuals fleeing domestic violence are generally women and children. It is difficult to estimate the number of victims of domestic violence, as many victims do not call the police or seek services. Women between the ages of 18 and 44 are at an increased risk for domestic violence, with lower-income and immigrant women particularly vulnerable to abuse. The risk for homeless is higher for this population. According to LAHSA 2019 point in time for SPA 7 140 domestic violence survivors are homeless. The needs of this group is transitional housing with counseling and supportive services.

Persons with HIV/AIDS. Persons with HIV/AIDS are considered a special needs group due their need for affordable housing, health care, counseling and other supportive services. Based upon *An Epidemiologic Profile of HIV and AIDS in LA County* prepared by the Los Angeles County Public Health Department in 2015, a cumulative total of 3,514 HIV/AIDS cases have been reported in the "East" Service Planning Area. There was a slight increase of cases.

Alcohol/Other Drug Abuse. According to the National Council on Alcoholism and Drug Dependence, 18 million Americans suffer from alcohol dependencies, while five to six million Americans suffer from drug

addictions. Furthermore, more than nine million children live with a parent dependent on alcohol and/or illicit drugs. Persons with drug and or alcohol addictions often need a supportive living environment to break their habit. Supportive housing for persons with substance addictions is typically transitional housing programs that also offer counseling and job training. The County serves as the primary funding source for these types of programs.

What are the housing and supportive service needs of these populations and how are these needs determined?

The housing and supportive services for these populations outweigh the resources available to address all the concerns. The City of Huntington Park must rely on non-profits and public agencies to assist with the unique need of each population. The City is committed to collaborating with non-profits and all invested parties.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to the 2015 HIV surveillance report published by Los Angeles County Public Health In 2015 SPA 7 had a total of 3,351 cases. The City of Huntington Park data is unknown but neighboring the City of East LA had 657 persons living with HIV which is 1% of Los Angeles County population. Huntington Park wasn't listed as a City with having persons living with HIV so the scope of size isn't substantial enough to report.

Discussion:

As federal funds are limited, the City must rely on LAHSA and local service providers to meet the needs of the population.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City of Huntington Park has a wide array of public facilities to serve the needs of its residents. These include six public parks ranging in scale from the 21 acre Salt Lake Park; Raul R. Perez Memorial Park and Freedom Park which each comprise approximately four acres; Civic Center Park at one and a half acres; and Senior Citizen and Chelsea Parks which are both less than one acre in size. The attached Table presents a summary of the City's park facilities. Despite these many facilities, there is still demand for additional facilities, with the increase in the number of families with children placing added stress on recreational facilities. Apart from additional facilities, many existing community facilities need upgrades, rehabilitation, and in some cases replacement to keep up with demand. In order to address this need, the Parks and Recreation Department adopted a Parks and Recreation Master Plan (2008) that will serve as a roadmap to help guide future parks and recreation decisions in the City. The main areas of focus of the Master Plan include an assessment of current park facilities and recreation programming; an analysis of park maintenance; existing park opportunities and constraints; and a park facility action plan that identifies more than 80 park improvement projects. As the Plan is updated, the City can evaluate the funding needs on an individual project basis to determine if CDBG funds would be a good fit.

The Parks and Recreation Department is working to meet the needs of the community and stay within budget constraints. At times, these two factors do not align. The City has been successfully awarded several grants to assist with the development of other open space parks to ensure the community has many recreational opportunities as possible. The City of Huntington Park was awarded a California Natural Resources Grant for the construction of the Greenway Linear Park. The project is currently under construction.

How were these needs determined?

The Parks and Recreation Department was instrumental in determining the City's parks/recreation facility needs. This Department provided input as part of the City's public outreach efforts for this Consolidated Plan. Also, a Community Needs Survey made available on the City's website and on public counters described youth centers and general parks and recreational.

Describe the jurisdiction's need for Public Improvements:

Infrastructure improvements cover such issues as upgrades or expansion of streets, sidewalks, curbs and gutters, sewer and drainage systems, and street lights, and are in general an eligible expenditure for CDBG funds within low and moderate-income areas. Most of Huntington Park's low- and moderate-income neighborhoods are older, and many contain aging infrastructure. The Public Works Department has identified street resurfacing, water, sewer and storm drain system improvements as significant needs in these neighborhoods.

How were these needs determined?

The City's Capital Improvements Plan (CIP) identifies infrastructure and public improvements to be undertaken in Huntington Park. The City has generally relied on a variety of other non-CDBG funding sources to pay for infrastructure improvements, and is actively addressing water, sewer, storm drain and street deficiencies through ongoing projects. Nonetheless, the City may direct CDBG funds towards infrastructure improvements in low- and moderate-income neighborhoods as needed.

The Consolidated Plan Community Needs Survey also recognized street and alley improvements as some of the most critical community development needs in Huntington Park, followed by water/sewer improvements, sidewalk improvements, and draining improvements.

Describe the jurisdiction's need for Public Services:

Huntington Park's special needs populations, as well as low- and moderate-income households in general, have a variety of public service needs. Consultation with community residents and social service providers conducted as part of this Consolidated Plan identify the following key service needs in Huntington Park:

- Anti-crime services
- Youth services
- Mental health services
- Neglected/Abused children services
- Job creation/retention
- Employment preparedness
- Homeless shelter services for the homeless

The City of Huntington Park, as well as local non-profits, offer an array of services to low and moderate-income residents and special needs groups such as persons with disabilities. The City actively supports the provision of services both through the Parks and Recreation Department, Public Works Department, Police Department, and through support of public service providers.

How were these needs determined?

The needs were determined through surveys, phone interviews, public inquiries, virtual meetings via Facebook Live and Consultation with social service providers active in Huntington Park and those you agencies that service the City.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The following section presents information on Huntington Park's housing stock, including unit mix, condition, cost and affordability. An inventory of the City's fourteen deed-restricted affordable apartment projects is also presented.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The following Table presents the City's housing unit mix, as documented by the 2011-2015 American Community Survey (ACS). The City has approximately 15,025 housing units, with a relatively even split between single-family and multi-family units. As a built-out community, housing growth in recent years has primarily been attributable to the introduction of housing in the downtown and on target opportunity sites and is largely a result of City involvement in the provision of assisted housing.

Housing tenure refers to whether a housing unit is owned, rented or is vacant. Tenure reflects the relative cost of housing opportunities, and influences residential mobility, with owner units generally evidencing lower turnover rates than rental housing. As indicated in the following Table, 27 The City's housing stock consist of 49% single family home either detached or attached structures. Multi-unit dwellings make half of the City's housing stock at 51% and mobile homes, boat and RVs are less than 1%.

76% of Huntington Park's households are renters, As indicated in Figure X in the Appendix, the highest concentrations of renter households (over 85%) are generally located in the central part of the City surrounding Pacific Boulevard, and extending east and west along Gage and Florence; in the City's northern extension north of Slauson; the area on both sides of State in between Gage and Randolph; and the area bound by Saturn to the north, Florence to the south, State to the west, and Salt Lake to the east.

Another important characteristic of the City's housing supply is the size of units with respect to the number of bedrooms. Large households, defined as households with five or more members, generate the need for units with three or more bedrooms. With approximately 1,275 rental units with three or more bedrooms, compared to over 4,432 renter households having five or more members (as documented by the ACS 2011-2015), the supply of large rental units is generally inadequate to meet the needs of the community's large renter households. Many of these large rental units may be occupied by smaller households, and/or consist of single-family homes which command higher rents, thus restricting availability for occupancy by lower income large families. The City emphasizes the inclusion of large family units in both owner and rental housing developments to meet this need. In addition, the City's Residential Rehabilitation Loan Program provides loans for room additions to provide adequately sized housing.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	5,880	39%
1-unit, attached structure	1,450	10%
2-4 units	2,400	16%
5-19 units	3,580	24%
20 or more units	1,700	11%
Mobile Home, boat, RV, van, etc	15	0%
Total	15,025	100%

Table 26 – Residential Properties by Unit Number

Data Source: 2011-2015 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	30	1%	1,335	12%
1 bedroom	95	3%	4,920	44%
2 bedrooms	1,140	33%	3,530	32%
3 or more bedrooms	2,240	64%	1,275	12%
Total	3,505	101%	11,060	100%

Table 27 – Unit Size by Tenure

Data Source: 2011-2015 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Huntington Park has an active history of supporting affordable housing development in its community. According to the data from 2011-2015 American Community Survey (ACS) the city has 4,810 households 30% or less of household area median income (HAMFI), 3,875 at 30-50% of HAMFI, 3,175 50-80% HAMFI for a total of 11,860 households in the city that are <80% HAMFI. This includes all household’s small family, Large family, elderly and children 6 years or younger.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

The City’s affordable projects are financed through a variety of funding sources, including tax credits and HOME funds, which require long-term affordability controls. None of these projects are at risk of conversion to market rate for at least 15 years.

In 1999, the 162-unit Concord Huntington Park development pre-paid its HUD mortgage and converted to market rate. However, the City utilized a Multifamily Mortgage Revenue Bond to maintain project affordability for an additional 30 years.

Does the availability of housing units meet the needs of the population?

The available housing units do not meet the needs of low income City residents. The high rates of housing overpayment discussed in the following section on Cost of Housing, and the presence of nearly 300 Huntington Park families on the Los Angeles County Housing Authority waiting list for rental assistance

Describe the need for specific types of housing:

The following types of housing are not being provided for in the market without some level of public assistance:

- Rental housing affordable to extremely low, very low- and low-income households.
- Rental housing with three or more bedrooms affordable to low- and moderate-income households.
- Homeownership housing affordable to the middle-income workforce.
- Affordable, accessible housing for persons living with disabilities.
- Permanent supportive housing for persons with special needs, including homeless individuals and families, persons living with HIV/AIDS and their families, transition age (emancipated foster care) youth, persons with chronic mental illness, and others.

Discussion

The City of Huntington Park, the City's former Redevelopment Agency and non-profit partners have played an active role in providing affordable housing not otherwise being provided for in the market, including rental housing for seniors, families, and transitional age youth. With the elimination of Redevelopment Agency funds, and reductions in federal HOME funds, the City will be more reliant on outside sources of funds.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Many housing problems such as overcrowding, and cost burden are directly related to the cost of housing in a community. If housing costs are high relative to household income, a corresponding high prevalence of housing problems occurs. This section evaluates the affordability of housing in Huntington Park to lower and moderate-income households.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2015	% Change
Median Home Value	414,800	298,500	(28%)
Median Contract Rent	771	875	13%

Table 28 – Cost of Housing

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	685	6.2%
\$500-999	6,825	61.7%
\$1,000-1,499	2,930	26.5%
\$1,500-1,999	550	5.0%
\$2,000 or more	69	0.6%
Total	11,059	100.0%

Table 29 - Rent Paid

Data Source: 2011-2015 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	420	No Data
50% HAMFI	3,035	109
80% HAMFI	9,410	579
100% HAMFI	No Data	1,498
Total	12,865	2,186

Table 30 – Housing Affordability

Data Source: 2011-2015 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	0	0	0	0	0
High HOME Rent	0	0	0	0	0
Low HOME Rent	0	0	0	0	0

Table 31 – Monthly Rent

Data Source Comments:

Is there sufficient housing for households at all income levels?

The shortage of housing is for residents earning <80% HAMFI. There is also a disproportionate need for households earning 30% HAMFI. Based on the information provided, housing affordability is determined by household income and the more income a household has, small or large, the options for housing are greater in Huntington Park.

For example, the Table identifies just 3,455 rental units in Huntington Park affordable to low income (<50% AMI) households, compared to the presence of 7,050 lower income renter households, indicating a need for low income rental housing double the current supply. In terms of owner housing, the 2011-2015 CHAS identifies just 2,186 affordable homeowner units to meet the needs of 2,700 owner households earning less than 100% AMI. Such disparities in household incomes and housing costs results in a large segment of Huntington Park's population spending greater than 30% of income on housing costs.

How is affordability of housing likely to change considering changes to home values and/or rents?

High prices and low inventory keep homeownership out of reach for many Huntington Park residents. Rents have been pushed to record high levels, at the same time there has been an increased demand for apartments.

The increased demand for rental housing has placed upward pressure on rents, negatively impacting housing affordability. According to the 2011-2015 American Community Survey 61% of households pay \$500-999 and 27% of households pay \$1000-1499 for rent. The median value of homes has decreased by 28% form 2009-2011 which shows a decline in the housing market.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

A rental survey conducted in October 2014 documented the following average apartment rents in Huntington Park: \$740 for studio units, \$975 for one-bedroom units, \$1,150 for two-bedroom units, and \$1,450 for three-bedroom units. As presented in the Table above entitled "Monthly Rent", HUD Fair

Market Rents (FMRs) are above rent levels in Huntington Park, at \$911 for a studio, \$1,101 for a one-bedroom, \$1,421 for a two bedroom, and \$1,921 for a three bedroom apartment. Market rents below FMR payment standards facilitates the participation of private landlords in the Housing Authority's Section 8 rental subsidy program, as evidenced by over 450 active Section 8 leases in Huntington Park (*source: Housing Authority County of Los Angeles, Sept 2014*).

Discussion

Rental Housing Market

With nearly 73% of the City's housing comprised of rentals, Huntington Park has a very active rental market. Affordable housing for extremely low income is a challenge, as a result, this population needs affordable housing at a higher level. The City of Huntington Park will continue to make this population a priority by providing available funds to local non-profits that can provide services. The monthly rent table 31 The Table entitled "Huntington Park Apartment Rents 2014" (attached at the beginning of this section) presents the results of an October 2014 survey of apartments advertised as available for rent in Huntington Park. The Table which follow the Rent Table presents the maximum affordable rents for low, moderate- and middle-income households by household size, and compares with median apartment rents on vacant units in Huntington Park. As the Table indicates, citywide median rents are above the level of affordability for low income households. The monthly affordability gap for low income households ranges from \$22 for two-person households (one-bedroom units), up to \$515 for four-person households (three-bedroom apartments). Moderate- and middle-income households are however still able to afford average apartment rents in Huntington Park.

Home Ownership Market

The attached Table entitled "Huntington Park Single-Family Home and Condominium sales" documents all existing single-family home and condominium sales in Huntington Park during calendar year 2013. As indicated by this Table, the median single-family home price in Huntington Park in 2015 was \$298,000, a 28% decrease over the prior base year in 2009. The decrease in home values and 2,186 available houses for all HAMFI shows that Huntington Park Home ownership market has taken a decline while the renters are 12,865 in all HAMFI households.

For purposes of evaluating home purchase affordability, the Table which follows the Housing Sales Table presents the maximum affordable purchase price for middle income households (110% AMI), and compares this with market sales prices for single-family homes and condominiums in Huntington Park. The maximum affordable purchase price ranges from \$267,000 for a three-person household to \$300,900 for a four-person household. With a median single-family sales price of \$270,000, many single-family homes in Huntington Park remain affordable to households earning middle incomes, and at a median price of \$154,000, condominiums are well within the level of affordability.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

This section provides an overview of housing conditions in the City of Huntington Park which includes housing stock, age of housing stock, housing stock risk of containing lead-based paint poisoning, and the need of rental and owner occupied rehabilitation.

Definitions

The City of Huntington Park defines “substandard” as units which do not meet the Section 8 Existing Housing Quality Standards and/or the Uniform Building Code as adopted by the City.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	1,735	50%	5,870	53%
With two selected Conditions	300	9%	2,875	26%
With three selected Conditions	4	0%	65	1%
With four selected Conditions	0	0%	0	0%
No selected Conditions	1,460	42%	2,250	20%
Total	3,499	101%	11,060	100%

Table 32 - Condition of Units

Data Source: 2011-2015 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	35	1%	124	1%
1980-1999	620	18%	1,395	13%
1950-1979	785	22%	4,390	40%
Before 1950	2,065	59%	5,155	47%
Total	3,505	100%	11,064	101%

Table 33 – Year Unit Built

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	2,850	81%	9,545	86%
Housing Units build before 1980 with children present	719	21%	124	1%

Table 34 – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 35 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

The age of a community’s housing stock can provide an indicator of overall housing conditions. Typically housing over 30 years in age is likely to need rehabilitation work to major elements of the structure, such as roofing, siding, plumbing and electrical systems. As a mature community, the majority of Huntington Park’s housing stock consists of units older than 30 years of age. Among owner-occupied housing, 59% of units were constructed prior to 1950, reflective of the community’s numerous older single-family neighborhoods. Similarly, a substantial proportion of Huntington Park’s rental housing is greater than 30 years in age (86%); this housing is typically of lesser quality and suffers more wear-and-tear from tenants than owner-occupied housing. The risk of Lead based paint is dangerous where children present. The owner-occupied have 21% of housing units with children present and renter-occupied have 1%. There is a need for owner and rental rehabilitation in Huntington Park based on the percentage of substandard conditions.

The Condition of Units in Table presents the number of housing units in Huntington Park with one or more housing problems, including: 1) lacks complete plumbing facilities, 2) lacks complete kitchen facilities, 3) more than one person per room, and 4) cost burden greater than 30%. As presented, 50% of owners have one or more selected conditions, and 79% of rental units have one or more selected conditions. The vast majority of these problems are associated with household overcrowding and housing cost burden, rather than the physical condition of the unit, as confirmed by the Table in NA-10 Housing Problems (among households earning up to 100% AMI)

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

The age of the housing stock is the key variable for estimating the number of housing units with lead-based paint. Starting in 1978, the use of lead-based paint on residential property was prohibited. National studies estimate that 75% of all residential structures contain lead-based paint and

that older structures have the highest percentage of lead-based paint. As shown in Table 33, 22% of Huntington Park's owner-occupied units were built prior to 1980, and of these 3,505 units, just 21% or 719 units have occupants that include children. Similarly, among Huntington Park's rental housing, 40% was built prior to 1980 (4,390 units), with children present in just 1% or 124 of these units.

Pre-1980 housing units with children present pose the greatest threat of lead poisoning. With an estimated 843 such households in Huntington Park, lead exposure among children is not a sizable issue. Another risk factor is household income, with lower income households having a greater risk of exposure. The 2011-2015 CHAS identifies 81% of Huntington Park's households as earning less than 80% HAMFI, translating to an estimated 11,860 low and moderate households residing in the City's approximately 12,395 pre-1950 housing units.

Discussion

The biggest contributors to substandard housing in Huntington Park are the aging housing stock, household overcrowding, and absentee landlords. The City of Huntington Park along with the Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) will continue efforts to ensure that the public receives disclosures for awareness on ways to prevent lead poisoning in housing units and especially those built prior to 1978. Low- and moderate-income homebuyers and renters funded by federal funds currently receive lead-based paint poisoning. Lead based paint can cause permanent brain damage, reduce intelligences, and cause abnormal fetal development pregnant women and cause behavioral problems for children

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

Huntington Park's Housing Assistance Voucher (formerly Section 8) Rental Assistance Program is administered by the Los Angeles County Housing Authority (HACoLA). As of April 2020, HACoLA's Housing Assistance Voucher program assisted 22,585 families through a partnership with 8,896 property owners throughout the County. Within Huntington Park, HACoLA administers 471 tenant-based vouchers for low income households (April 2020).

Totals Number of Units

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Project -based	Tenant -based	Disabled *		
Total								
# of units vouchers available	0	261	2,962	1	21,797	1,264	1,357	558
# of accessible units								
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition								

Table 36 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Not applicable

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Not applicable.

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Public Housing Condition

Public Housing Development	Average Inspection Score

Table 37 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Not applicable

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Not applicable

Discussion:

Huntington Park’s Housing Assistance Voucher (formerly Section 8) Rental Assistance Program is administered by the Los Angeles County Housing Authority (HACoLA). As of April 2020, HACoLA’s Housing Assistance Voucher program assisted 22,585 families through a partnership with 8,896 property owners throughout the County. Within Huntington Park, HACoLA administers 471 tenant-based vouchers for low income households (April 2020).

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

The emergency shelter, transitional, and permanent supportive housing facilities located in Service Planning Area 7 (SPA 7), which includes the City of Huntington Park, are presented in the Table 38 which follows, with additional detail provided in the attached Table entitled "Facilities and Housing Targeted to Homeless Households". Transitional housing is intended to facilitate the transition of homeless individuals and families to permanent housing. This type of housing limits the length of stay and re-circulates the assisted unit to another eligible individual or family. Supportive housing is defined as permanent rental housing linked to a range of support services designed to enable residents to maintain stable housing. The 2019 shelter counts for SPA 7 include the following:

Total beds: 2, 759 Total shelters: 1,562

Emergency Shelters: 631 beds,443units

Transitional Housing: 398 beds, 384 units

Permanent Supportive Housing: 815 beds, 291 units

The narrative which follows describes these facilities as well as homeless services available to Huntington Park's homeless population.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds Current & New	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds		Current & New	Under Development
Households with Adult(s) and Child(ren)	52	0	220	827	0
Households with Only Adults	82	64	350	63	0
Chronically Homeless Households	0	0	0	0	0
Veterans	17	0	0	0	0
Unaccompanied Youth	0	0	109	24	0

Table 38 - Facilities and Housing Targeted to Homeless Households

Data Source Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Transitional Housing: The LAHSA Continuum of Care Inventory Count identifies 398 transitional housing beds in communities in SPA 7, including beds available to families with children, for adults only, and beds for unaccompanied youth.

- So California Alcohol & Drug Program, Angel Step: A six month program designed to address co-occurring issues of substance and domestic violence. It provides comprehensive domestic violence counseling, substance use disorder treatment, life and job skills, psychiatric assessments and follow up.
- Su Casa-Ending Domestic Violence Transitional Housing - This one-year residential program provides housing for up to 24 individuals. Residents are offered counseling and case management, including assistance with household establishment, job skills training, CalWORKs advocacy, and transportation.
- The Salvation Army Transitional Living Center (TLC)- This 124-bed facility provides comprehensive services for families in transition, most of whom are single parents or victims of domestic violence and substance abuse. The program includes a childcare center licensed to serve 57 children.
- The Whole Child (TWC) Family Housing Program - TWC strives to keep families together and address homelessness through a Scattered Site Model, seeking to achieve housing permanency through program services coordination; housing resource development; and case management services.
- Whittier Area First Day Coalition Recovery from Homelessness Program - Provides short-term emergency transitional housing with onsite supportive services for up to 45 individuals. Services include: on-site health clinic, health screenings, mental health services, on-site meals, case management, clothing, transportation, 12 step meetings, education, training and employment assistance.
- Homes for Life Foundation Cedar Street Homes - Cedar Street is a transitional, 'step down', state licensed, 38-bed residential facility for persons exiting from LA County Institutes of Mental Disease. Residents are provided a full range of social and life skills training and services during their stay.
- Little House Residential Services - Provides treatment and residential services, offering education and therapy by certified Drug and Alcohol Counselors. Through partnership with the Dept of Rehabilitation, they offer training in relapse prevention, anger management, co-dependency, domestic violence, family addiction, and occupational preparedness.
- County of LA Dept of Children and Family Services THP for Homeless Young People - This 12-18 month program provides housing (including payment of rent and utilities), life-skills training, employment assistance, educational assistance, food vouchers, transportation resources, and case management supportive services.
- United Friends of the Children Pathways to Independence - Provides former foster youth with 18 months of housing in their own apartments. The program requires increasing levels of responsibility and challenges youth to maintain employment and develop money management

skills. Weekly life skills classes bring youth together for interactive sessions. Other services offered include advocacy counseling, mental health counseling, career services, and educational guidance.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Emergency Shelter: While no permanent shelter exists within Huntington Park, approximately 443 emergency shelter beds are located in adjacent communities. LAHSA provides various services for each diverse group of the homeless population. All information about each program and services provided can be found at: <http://www.lahsa.org>

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Special needs populations include the elderly, frail elderly, persons with disabilities, persons with HIV/AIDS, victims of domestic violence and persons suffering from substance abuse. These groups have special needs for services and housing. In addition, many often have lower incomes as a result of their condition. The exact amount of those in need of services in Huntington Park has not been identified but they require a unique set of needs that also includes lower incomes which creates further challenges with housing. Furthermore, many in this population have already been accounted for within the low- and moderate-income residents. The special needs population in many cases require supportive services to carry out daily activities. In some cases, family support and in-home care isn't available therefore additional housing options may be needed to provide assistance.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Supportive housing for elderly, frail elderly, persons with mental, physical and development disabilities also including alcohol and drug addictions, HIV/AIDS and their families, public housing residents are primarily provided by local and state government agencies and local nonprofits. the resources that are needed are:

- Home assistance with maintenance which may include home repairs and changes to accommodate the elderly and people with developmental disabilities
- Safe, decent and affordable housing for each person within this population
- Modifications that adapt to physical conditions as they change while they remain in their home
- People 75 year or older who need medical and other types of professional care. 75-year-old population has an increased need for self-care and go-outside the assistance with their disabilities.
- There is a need for personal care and assistance with daily living where there is no family members to provide direct care. Public and nonprofit agencies will need to assist with creating programs to help those with these special needs.
- Outreach and referrals for individuals who don't have access to traditional mental health services
- Transportation to accommodate those within the population who need assistance based on any barriers they have to receiving services.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

City of Huntington Park doesn't have programs specifically assist person returning from mental and physical health institutions; in turn, housing and supportive service agencies in the surrounding area help to qualify and assist low- and moderate-income residents and special need residents.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Huntington Park, as a community, plans to undertake the following activities during the next year to address the housing and service needs of its special needs population by: allocating CDBG funding for activities and programs; through partnerships and collaborations; and engaging service providers and local nonprofits in order to meet the service needs. A list of these activities is described below:

- No cost youth services for lower income families and female headed households
- Nutrition, transportation, educational and recreational programs for senior citizens
- Minor home repair grants for seniors and persons with disabilities
- Affordable housing for transition-age youth with services provided on-site by LINC Cares, in addition to receiving ongoing services from the Los Angeles Department of Mental Health.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Please see above.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

- Decrease in state and federal funding resources to subsidize affordable housing projects and rehabilitation.
- Older housing stock that requires extensive modifications and rehabilitation
- Lack of vacant land lack of parking, limited open space impacting housing negatively
- Home developers frequently cite problems of working through zoning issues in the most local municipalities as a cost that impedes development.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The tables and narrative that follow describe the local economic condition of Huntington Park and compare the ability of the local workforce to satisfy the needs of local business. The tables give data on the primary industries in the City, the total population in the labor force, the unemployment rate, occupations by sector, travel time to work, the educational attainment of Huntington Park residents by age, and median earnings. According to 2011-2015 the ACS the unemployment rate in Huntington park was about 10.8%. The most updated ACS 2011-2015 shows the unemployment rate at 12.63%. Based on the labor force, educational attainment of residents there are some disparities. 48% of the residents commute less than 30 minutes to work, 40% commute over 30 minutes and 12% commute over 60 minutes.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	201	0	1	0	-1
Arts, Entertainment, Accommodations	2,227	1,933	13	16	3
Construction	832	89	5	1	-4
Education and Health Care Services	2,665	2,832	16	24	8
Finance, Insurance, and Real Estate	662	338	4	3	-1
Information	279	166	2	1	-1
Manufacturing	3,083	2,145	18	18	0
Other Services	736	271	4	2	-2
Professional, Scientific, Management Services	1,020	274	6	2	-4
Public Administration	0	0	0	0	0
Retail Trade	2,322	2,658	14	23	9
Transportation and Warehousing	958	136	6	1	-5
Wholesale Trade	1,684	916	10	8	-2
Total	16,669	11,758	--	--	--

Table 39 - Business Activity
Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

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Labor Force

Total Population in the Civilian Labor Force	28,255
Civilian Employed Population 16 years and over	24,685
Unemployment Rate	12.63
Unemployment Rate for Ages 16-24	28.40
Unemployment Rate for Ages 25-65	8.12

Table 40 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	1,665
Farming, fisheries and forestry occupations	1,815
Service	2,900
Sales and office	6,260
Construction, extraction, maintenance and repair	2,450
Production, transportation and material moving	3,380

Table 41 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	11,460	48%
30-59 Minutes	9,470	40%
60 or More Minutes	2,900	12%
Total	23,830	100%

Table 42 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	10,690	1,245	4,795

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
High school graduate (includes equivalency)	4,235	570	1,300
Some college or Associate's degree	3,870	455	910
Bachelor's degree or higher	1,410	165	270

Table 43 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	195	1,030	2,405	5,525	2,835
9th to 12th grade, no diploma	1,760	2,310	2,570	2,890	380
High school graduate, GED, or alternative	2,410	2,410	1,545	2,150	490
Some college, no degree	2,670	1,885	1,005	1,115	220
Associate's degree	310	505	420	300	60
Bachelor's degree	190	790	325	380	60
Graduate or professional degree	14	135	95	115	60

Table 44 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	18,326
High school graduate (includes equivalency)	23,160
Some college or Associate's degree	24,254
Bachelor's degree	28,803
Graduate or professional degree	36,679

Table 45 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The Table above shows the distribution of employed City residents and jobs by industry. In Huntington Park, the local economy includes the following primary industries:

- Manufacturing (17% of jobs)
- Education and health care services (14% of jobs)
- Retail trade (13% of jobs)

The 2010 Census estimates that jobs in manufacturing comprise over 17 percent of all jobs in Huntington Park, which is indicative of the City's proximity to Los Angeles. It is regarded as such because a significant amount of the taxable sales are from non-residents. Pacific Boulevard is the City's main commercial attraction, and is widely known throughout the surrounding Latino community as a commercial, entertainment, and social center. The City has attracted large national retailers, such as El Curacao, Food 4 Less, Home Depot, Staples, Bally's Fitness, Ford Dealership, and Walgreen's.

The local economy is further dominated by jobs in education and healthcare (14%), Retail Trade (13%), and the arts, entertainment and accommodation industry (12%).

Describe the workforce and infrastructure needs of the business community:

With over half of Huntington Park's employment base in the retail, manufacturing, and arts/entertainment/accommodations industries, a large segment of the City's economy does not necessarily require an educated workforce. Educational attainment among residents is low, with 52% of adults never having completed high school, and another 21% with a high school only education. Nonetheless, the education level of employees is a concern for local employers. The 2010 Census measures civilian unemployment in Huntington Park at 10.8%, and as of January 2020, homefacts.com reports unemployment at 4.5% In Huntington Park, which is higher than the state average of 3.5%

This low level of education correlates to most residents employed in low to modest paying jobs. As shown in the Table above, sales and office jobs account for the largest occupational category at 34%, which are generally dominated by lower paying jobs. A combined 31 % of employed residents hold jobs in construction, extraction, maintenance and repair, production, transportation and material moving occupations, which encompasses both low-level jobs as well as higher level manufacturing jobs. Service oriented jobs follow at also comprised of lower paying jobs. Increasing the educational level of the local workforce is a major tenet of the City's Economic Development Strategy.

Huntington Park is well served by public transit. The Metropolitan Transit Authority (MTA) provides bus service along the City's major arterial roadways. All MTA bus lines are accessible through wheelchair lifts and ramps, and offer reduced fares for persons with disabilities. As for mass transit, the Metro Blue Line runs near the City with a station at Florence Avenue. These services link Huntington Park with the greater Los Angeles Metropolitan area including other major job centers in the area.

The City has utilized Proposition A and C funds to significantly enhance its internal public transportation program, expanding from a senior and handicapped dial-a-ride and taxi voucher program to include two fixed route bus systems known as "COMBI," as well as a Pacific Boulevard shuttle. The transit program is

operated by the Oldtimers Foundation out of the Huntington Park Family Center. The City has experienced a significant increase in ridership as a result of these enhancements.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Two potential West Santa Ana Corridor Transit stations have been identified in Huntington Park: Pacific Boulevard/Randolph and Florence Avenue/Salt Lake. The City is a member of Eco-Rapid Transit Joint Powers Authority (also known as the Orangeline Development Authority), and has been working together on Transit Oriented Development Guidelines and Transit Land Use planning in preparation for the future station areas. Huntington Park is also in the midst of a General Plan update and related regulatory changes to support transit oriented development (TOD), create an active transportation network, and to link Transit Station TODs to economic development, sustainability and linkages to the surrounding residential neighborhoods.

The City is committed to enhancing employment opportunities and attracting new businesses through commercial development in low and moderate-incomes areas. The City has assisted a number of major projects to bring new jobs to blighted areas, including the Home Depot and La Curacao, and the Ford Dealership.

The City provides a variety of technical assistance to businesses, including agency referral and commercial space inventory services. The City also supports the following financial assistance programs for small businesses in the community:

- Emergency Business Assistance Program

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

In general, Huntington Park has a nominally educated workforce, with 25 percent of its labor force completing some college/receiving an associate degree (18%) or attaining a bachelor's degree or higher (7%). Retail jobs are the largest occupational sector among Huntington Park's workforce, employing approximately 22 percent (2,371 persons) of the labor force. The second largest occupation, manufacturing, employs 19 percent of the labor force (3,232 persons). With 75 percent of the labor force having a high school diploma or less, these persons may be employed in the service or retail sector earning minimum wage and could benefit from job training opportunities. Providing a range of job opportunities within a diverse local economy provides greater opportunities for lower-income persons to gain access to employment.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The City of Huntington Park supports a variety of economic development activities that create and retain jobs for low- and moderate-income households. Micro-enterprise assistance, job training services, and technical assistance are some areas that may warrant consideration for funding during the Consolidated Plan period.

Also available to Huntington Park business owners, is an economic development team to help entrepreneurs develop a plan, utilize market research, secure funding, navigate incentives, as well as foster innovative private-public partnerships. The city helps propel Huntington Park's economy forward through their CDBG-funded Business Assistance and Economic Development Program by offering the following economic development services:

- Access: The City is dedicated to working with businesses to create a streamlined process. Economic Development staff acts as a liaison to other City departments and agencies to ensure that businesses have all the resources it needs to thrive.
- Business Attraction and Retention: The City's economic development staff works closely with other city, regional, and state agencies to ensure the business community has the resources and knowledge necessary to prosper.
- Information Resources: Economic development staff provides demographic and marketing information to businesses wishing to locate in Huntington Park.
- Site Selection: Opportunities sites are maintained by economic development staff.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City of Huntington Park Community Development Department works with the local businesses to determine how the City can best assist in their economic growth.

Discussion

None

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Low- and moderate-income households are most impacted by housing problems in Huntington Park. Consistent with HUD, the City defines an area of low/mod concentration as a census tract or block group in which a minimum of 51% of households earn 80% or below the area median income. Figure 2 in the Appendix depicts the census block groups in Huntington Park which meet this definition and are thus considered low and moderate-income concentrations. As indicated, all but three census block groups in the City qualify as a low/mod tract per HUD guidelines. Rather than being contiguous, these three non-low/mod areas are dispersed in the northwest, northeast, and southeast areas of the City.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

As indicated above, all but three census block groups in Huntington Park are defined as low and moderate income. In addition, 97% of the City's population is of Hispanic origin. Thus, the City's socioeconomic characteristics are almost entirely homogeneous, with no specific neighborhoods evidencing greater concentrations of racial/ethnic minorities or low-income families than the City as a whole.

What are the characteristics of the market in these areas/neighborhoods?

Not applicable.

Are there any community assets in these areas/neighborhoods?

Not applicable.

Are there other strategic opportunities in any of these areas?

Not applicable.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Low and moderate households need resources which the internet provides. The digital divide is something that effects low and moderate households due to lack of additional financial resources or disposable income to purchase a monthly internet. The internet provides educational resources, financial and health and wellness resources which may assist many families in the low- and moderate-income quality of life and acquire needed resources to provide assistance for their households. Low broadband has been linked to increase in poverty rates and vice versa there has been reduction in poverty where broadband was available.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The need to have competitive business within the City of Huntington Park is essential for residents and businesses. The competitive market for broadband allows socioeconomic advantages to those in the low- and moderate-income range. In 2014, Los Angeles County launched an initiative CityLinkLA aimed at securing private investments in advanced communication networks. The goal is to provide free and low cost or access to competitive rates for Los Angeles County residents. CityLinkLA common goal is to provide economic opportunities that that broadband service can provide. According to USC Annenberg Research Network 96.5% of households in LA County can choose at least 2 basic broadband providers with 7.5% households having a choice of three or more broadband providers. Additionally, there is even less competition in high speed broadband. USC Annenberg research found that 2/3 of Los Angelenos live in areas with a single provider of residential internet. Unsurprisingly, wealthier areas within the coastal communities and San Fernando Valley broadband competition is more intense in comparison to less affluent areas from Long Beach to San Gabriel Valley. Municipalities have to take leadership to provide residents and businesses with competitive broadband options. Low- and moderate-income households have a greater need for competitive, low cost or free broadband services. Broadband services allow low and moderate household to access needed health and wellness services, economic opportunities and educational resources.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

- Intensive urban growth can lead to greater poverty, with local governments unable to provide services for all people.
- Concentrated energy use leads to greater air pollution with significant impact on human health.
- Automobile exhaust produces elevated lead levels in urban air.
- Large volumes of uncollected waste create multiple health hazards.
- Urban development can magnify the risk of environmental hazards such as flash flooding.
- Pollution and physical barriers to root growth promote loss of urban tree cover.
- Animal populations are inhibited by toxic substances, vehicles, and the loss of habitat and food sources.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The low- and moderate-income households are more vulnerable than the average household due to their lack and or limited financial resources to provide the necessary means.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Housing and Community Development Strategy is the centerpiece of the Consolidated Plan. The Strategy describes:

- General **priorities** for assisting households
- **Programs** to assist those households in need
- Five-year **objectives** identifying proposed accomplishments

The Strategic Plan also addresses the following areas:

- Supportive public service programming for both the income eligible persons and special needs population (afterschool youth programs, senior program, job training, food banks, etc)
- Homeless assistance and homeless prevention services
- Home repair programs to improve quality of life (Minor Home Repair)
- Housing Program that will address affordability (First Time Homebuyer Program)
- Capital Improvement and Public Infrastructure in HUD eligible census tracts (Street Improvement Projects and City Park Projects)

In establishing five-year priorities for assistance with CDBG and HOME funds, the City of Huntington Park has taken several factors into consideration: 1) those households most in need of housing and community development assistance, as determined through the Consolidated Plan Needs Assessment, Agency consultation, Community Needs Survey, and public participation process; and 2) the extent of other non-federal resources and programs available to address the needs.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 46 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City utilizes CDBG and HOME funds for projects and programs operated citywide. However, the majority of CDBG-funded infrastructure and facility projects are targeted to the most-needy neighborhoods: those census tracts where 51% or more of the residents are low- or moderate-income. Of Huntington Park’s twenty census tracts, seventeen are majority (>50%) low/mod income and are thus designated “low/mod” tracts by HUD. Census tract 5326.03, block group 1, census tract 5335.03, block group 2, and census tract 5345.01, block group 1 are <50% low/mod and thus do not qualify as a low/mod tract per HUD guidelines. Subtracting the population in these three non-qualifying block groups (2,272) from the City’s total population of 59,005 residents results in a balance of 56,733 low/mod residents.

The City’s Neighborhood Improvement, Code Enforcement, and Graffiti Removal programs are provided on a citywide basis and are funded in part through the City’s General Fund for the three census block groups in the City that are not designated low-moderate income areas. All other activities funded as part of this Consolidated Plan are offered on a citywide basis to low and moderate-income Huntington Park residents, except for HOME-funded Housing Development activities and the CDBG-assisted Commercial Rehabilitation Program in the downtown. The City’s rationale for implementing activities on a citywide basis, rather than geographically targeting certain neighborhoods is as follows:

- 95% of Huntington Park’s population falls within a designated low/mod area; and
- Huntington Park faces significant needs for neighborhood improvement, code enforcement, residential rehabilitation and other community improvements throughout the City.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 47 – Priority Needs Summary

1	Priority Need Name	Priority Housing Needs
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Elderly Frail Elderly
	Geographic Areas Affected	Citywide
	Associated Goals	Sustain and Strengthen Neighborhoods Preserve Existing & Create New Affordable Housing
	Description	Priority Housing Needs encompasses activities that sustain and strengthen neighborhoods, and preserve existing and create new affordable housing.
	Basis for Relative Priority	Housing has been determined to be a high priority in the City, particularly affordable housing.
	2	Priority Need Name
Priority Level		High
Population		Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth

	Geographic Areas Affected	Citywide
	Associated Goals	Support Agencies that Assist Homeless Populations
	Description	Homeless populations are in need of housing and services. This priority was established to support social service agencies that assist homeless populations.
	Basis for Relative Priority	Homeless services are a high priority in Huntington Park.
3	Priority Need Name	Priority Special Needs Populations
	Priority Level	High
	Population	Elderly Frail Elderly
	Geographic Areas Affected	Citywide
	Associated Goals	Support Agencies that Assist Special Needs Pop.
	Description	Priority Special Needs encompasses providing services to the elderly and frail elderly.
	Basis for Relative Priority	There is a need to help the senior population in Huntington Park.
4	Priority Need Name	Priority Community Facilities
	Priority Level	High
	Population	Non-housing Community Development Other
	Geographic Areas Affected	Citywide
	Associated Goals	Preserve Existing Public Facilities

	Description	Community facilities are often old and outdated and in need of repair. CDBG funds could be used to provide funding for improvements to facilities located in low and moderate income neighborhoods, or that serve a low and moderate income clientele.
	Basis for Relative Priority	Improvements to public facilities are a high priority in Huntington Park.
6	Priority Need Name	Priority Community Services
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Citywide
	Associated Goals	Provide Needed Community Services to LMI Persons
	Description	Provide needed services to low and moderate income persons.
	Basis for Relative Priority	Community services that assist low and moderate income persons is a high priority for Huntington Park.
	7	Priority Need Name
Priority Level		High
Population		Other
Geographic Areas Affected		Citywide

	Associated Goals	Sustain and Strengthen Neighborhoods
	Description	Providing economic opportunities to persons of low and moderate income and to businesses that serve a low and moderate income area is a high priority for Huntington Park.
	Basis for Relative Priority	The City is proposing to work with a non-profit business partner who can provide technical assistance to businesses interested in starting a business in Huntington Park, or expanding.
8	Priority Need Name	Other Housing and Community Development Needs
	Priority Level	High
	Population	Other
	Geographic Areas Affected	Not Applicable
	Associated Goals	Planning and Community Development
	Description	Other Housing and Community Development Needs entails administrative activities needed to implement housing and community development needs in the city.
	Basis for Relative Priority	CDBG and HOME administration funds are needed to assist with the implementation and management of CDBG and HOME programs.

Narrative (Optional)

In establishing five-year priorities for assistance with CDBG and HOME funds, the City of Huntington Park has taken several factors into consideration: 1) those households most in need of housing and community development assistance, as determined through the Consolidated Plan needs assessment, consultation, and public participation process; 2) which activities will best meet the needs of those identified households; and 3) the extent of other non-federal resources and programs available to address these needs.

Huntington Park’s primary source of funds used to address the community's housing needs are HOME and Section 8. CDBG funds are directed almost entirely towards community development activities. The unmet housing needs identified in this section are based on 2010 census statistics of households with housing problems compiled as part of the CHAS Databook.

Huntington Park's priority non-community development needs include unmet community facility, infrastructure, public service, economic development, and planning needs. Identified needs and priorities reflect the results of input from various City departments, as well as input from agency consultations and the citizen participation process.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	TBRA is the fastest way to provide affordable housing to those in need as it partners existing rental housing owners with voucher holders. With nearly 6,000 low and moderate renter households cost burdened, and approximately 300 applicants on HACoLA's Section 8 waiting list, the need for additional rental assistance is substantial. Market rents in Huntington Park are generally below FMR payment standards, which facilitates the participation of private landlords in the Section 8 rental subsidy program, as evidenced by over 450 active Section 8 leases in Huntington Park.
TBRA for Non-Homeless Special Needs	Similar characteristics that influence the use of TBRA above are applicable to the use of TBRA to serve persons with special needs who are not homeless. However, special needs populations, on average, likely have an even greater need for TBRA than the general low and moderate income population in Huntington Park.
New Unit Production	As documented in the Needs Assessment, 60% of low and moderate income renter households in Huntington Park are cost burdened, and 48% of renters are overcrowded. These households would theoretically qualify for new affordable housing if sufficient resources existed to build them. The cost of land, labor and materials affects the total development costs and the number of units the City can support in any given year. While funds are limited, the City will use regulatory tools - such as flexible development standards, density bonus and other incentives - to support in the expansion of needed affordable housing.

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Rehabilitation	<p>As presented within the Market Analysis, the biggest contributors to substandard housing in Huntington Park are the aging housing stock, household overcrowding, and absentee landlords. The City has a significant number of garages converted into living quarters, with code enforcement staff issuing citations and fines on an ongoing basis requiring garage conversions to be “unconverted”, but continually find new conversions occurring throughout the City. The predominance of older housing (built prior to 1980) in Huntington Park increases the likelihood of exposure to lead based paint hazards. Low and moderate income households occupying units in substandard condition and/or with the presence of lead based paint would theoretically qualify for rehabilitation assistance if sufficient resources existed. The City's rehabilitation resources support combined acquisition and rehabilitation projects in partnership with non-profits that leverage City dollars with other funding sources. Homeowners of properties in violation of codes are encouraged to apply for City rehabilitation loans, though funding is inadequate to service the number of households in need.</p>
Acquisition, including preservation	<p>With nearly 6,000 low and moderate income Huntington Park renter households cost burdened and over 4,700 overcrowded, these households would theoretically qualify for newly acquired and rehabilitated affordable housing if sufficient resources existed. Typically the City's rehabilitation resources support combined acquisition and rehabilitation projects in partnership with non-profits that leverage city dollars with other funding sources. The cost of land, labor and materials affects the total development costs and the number of units that the City can support in any given year. Another critical issue that influences the use of funds to acquire properties for the creation or preservation of affordable units is the lack of a permanent source of financing. The elimination of the Huntington Park Redevelopment Agency, coupled with continued reductions in the HOME entitlement, makes addressing priority housing needs more challenging.</p>

Table 48 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Remainder of ConPlan \$	Narrative Description	
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$			Total: \$
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,276,124	0		1,276,124	5,104,496	
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	639,661	0		639,661	2,558,644	

Table 49 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds play a crucial role in implementing the Consolidated Plan. Local private and non-federal funds are usually insufficient to meet the heavy demand for housing and services in our community. Agencies receiving CDBG and HOME funds use those funds as a commitment to receiving other funding sources. Likewise, the City also leverages other resources among the formula grant programs. For example, the HOME program is matched by a variety of sources, including: private investment, public investment, and tax credits.

The HOME Program requires a match of every dollar drawn; however, the City remains exempt from meeting this mandate. Since its inception, the City of Huntington Park has received a 100% match reduction, and expects to receive such a reduction until otherwise indicated by HUD.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable.

Discussion

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Huntington Park	Government	Economic Development Ownership Planning neighborhood improvements public facilities public services	Jurisdiction

Table 50 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City works with both non-profit agencies and for-profit developers in planning affordable housing through various programs. As funds are limited, Huntington Park will use regulatory tools, such as modified parking and development standards, density bonus, and other incentives to support the expansion of needed affordable housing. The City helps developers by working with City Departments to streamline the process of project approval. Lastly, Huntington Park will expand its existing relationships with local jurisdictions through cooperative agreements, and with the County, State and federal agencies by applying for funds available for producing affordable housing.

The Community Development Department (CDD) maintains direct communication with other City departments when revising or updating housing policies, issues and services. Through daily contact and inter-working relations, City staff implements programs and services and tracks issues of concern. This process allows easy access to data on building activity, housing conditions, code requirements, zoning, employment trends, and other demographic data.

In addition to the City's internal network, through its federal entitlement and other resources, Huntington Park interacts with various non-profit agencies and public service groups in the delivery of programs. These agencies are assisted by City staff in planning programs and projects, ensuring activity eligibility and costs, complying with federal regulations and requirements, and monitoring the timely expenditure of annually allocated program funds. The City requires agencies to submit quarterly and annual reports to meet federal requirements, and periodically conducts sub-recipient audits and on-site reviews.

Furthermore, the City of Huntington Park performs project monitoring of all rent restricted affordable units assisted with HOME, CDBG, and former Redevelopment Agency housing funds.

- Annually, audits are performed to ensure compliance with regulatory agreements and affordability covenants; and
- Periodic, on-site visits are conducted, which will include a property inspection and an in-depth review of all the rent restricted affordable unit files assisted with HOME, CDBG, and the former Redevelopment Agency.

As part of the Consolidated Plan process, the City received input from housing and public service agencies through a combination of consultation workshops, interviews and a Needs Assessment Survey. These agencies provided valuable input into the identification of needs and gaps in service, and in development of the City’s five-year Strategic Plan.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy		X	
Legal Assistance			
Mortgage Assistance			
Rental Assistance	X		
Utilities Assistance			
Street Outreach Services			
Law Enforcement			
Mobile Clinics		X	
Other Street Outreach Services			
Supportive Services			
Alcohol & Drug Abuse		X	
Child Care	X	X	
Education	X		
Employment and Employment Training		X	
Healthcare		X	
HIV/AIDS			
Life Skills		X	
Mental Health Counseling		X	
Transportation	X	X	
Other			

Table 51 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

There are many institutions in the service delivery system that provide services to the homeless, particularly the chronically homeless, veterans and their families, and unaccompanied youth. LAHSA is one of the lead agencies in regards to services and the unique need of the homeless population. In many cases, services for homeless population requires that each individual receive multiple or separate services. The following lists the primary services available to the homeless population in Huntington Park (refer to Section MA-30 Homeless Facilities for a description of services provided).

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Coordination between public agencies providing housing resources, assisted housing providers, private and governmental health, mental health and human service agencies are critical to the delivery of viable products/services.

The primary gap in Huntington Park's service delivery system is a function of the significant cuts in public and private funding and associated reductions in service. Loss of Redevelopment Agency funding, and funding cuts in the CDBG and HOME programs over the last several years, combined with the increased demand for services stemming from the increase of housing cost and high levels of homelessness has resulted in significant gaps in service.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

Overcoming gaps in institutional structure can be a challenge when fund sources are decreased and fluctuate each fiscal year, the City will work with current stakeholders to address priority needs. Huntington Park will collaborate with non-profit agencies, for-profit developers, advocacy groups, clubs, and organizations, neighborhood leadership groups, City departments and with the private sector to implement the City's five-year strategy to address the priority needs outlined in the Consolidated Plan for Fiscal Years 2019/2020 – 2024/2025. Engaging the community and stakeholders in the delivery of services and programs for the benefit of low to moderate residents will be vital in the overcoming gaps in service delivery. The City will also utilize public notices, Community Workshops and Meetings (as appropriate), the City's website, and other forms of media to deliver information on carrying out the Consolidated Plan strategies.

Through the City's Inter-departmental Team, comprised of staff from Community Development, Code Enforcement, Public Works, Parks and Recreation, Building and Safety, and Police Departments, the City is working closer with residents and property owners to improve the City's physical appearance, promote neighborhood improvement programs/projects, work with and develop self-sustaining neighborhood associations (neighborhood/resident groups), and educate community residents, property owners, and businesses of City codes, processes, and services.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preserve Existing & Create New Affordable Housing	2020	2024	Affordable Housing		Priority Housing Needs	CDBG: \$800,000 HOME: \$2,878,475	Homeowner Housing Rehabilitated: 50 Household Housing Unit
2	Support Agencies that Assist Homeless Populations	2020	2024	Homeless		Priority Homeless Needs	CDBG: \$125,000	Homelessness Prevention: 1000 Persons Assisted
3	Support Agencies that Assist Special Needs Pop.	2020	2024	Non-Homeless Special Needs		Priority Special Needs Populations	CDBG: 500,000	Public service activities other than Low/Moderate Income Housing Benefit: 1,000 Persons Assisted
4	Provide Needed Infrastructure Improvements	2020	2024	Non-Housing Community Development		Priority Infrastructure Needs	CDBG: \$2,579,500	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 150,000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Preserve Existing Public Facilities	2020	2024	Non-Housing Community Development		Priority Community Facilities	CDBG: \$600,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 50,000 Persons Assisted
6	Provide Needed Community Services to LMI Persons	2020	2024			Priority Community Services	CDBG: \$500,000	Public service activities other than Low/Moderate Income Housing Benefit: 1,500 Persons Assisted
7	Planning and Community Development	2020	2024			Other Housing and Community Development Needs	CDBG: \$1,276,120 HOME: \$319,830	Other: 500 Other

Table 52 – Goals Summary

Goal Descriptions

1	Goal Name	Preserve Existing & Create New Affordable Housing
	Goal Description	The City will use HOME funds to assist income eligible household to purchase a home in the City through the First Time Homebuyer Program. The City will use CDBG funds for the Minor Home Repair, which will assist low to moderate income homeowners with basic repairs at no cost.

2	Goal Name	Support Agencies that Assist Homeless Populations
	Goal Description	Using CDBG public service funds, the City will provide assistance to homeless service providers.
3	Goal Name	Support Agencies that Assist Special Needs Pop.
	Goal Description	Using CDBG public service funds, the City will provide assistance to special needs service providers including, but not limited to, the Huntington Park Parks and Recreation Department.
4	Goal Name	Provide Needed Infrastructure Improvements
	Goal Description	Using CDBG funds, the City will provide financial assistance to improve public infrastructure. Projects will be based on the Pavement Management Study and other realted basis used to determine the needs in the income eligible census tract. block group areas.
5	Goal Name	Preserve Existing Public Facilities
	Goal Description	Using CDBG funds, the City will provide financial assistance to improve public facilities and parks. Projects shall be selected based on need and HUD income eligible census tract/ block group areas.
6	Goal Name	Provide Needed Community Services to LMI Persons
	Goal Description	Using CDBG public service funds, the City will provide assistance to various social service agencies for programs for youth, fair housing, anticrime, and general public services. Services must benefit at least 51 percent low/mod persons.
7	Goal Name	Planning and Community Development
	Goal Description	The City will conduct the following administration/planning activities: (1) General Administration of CDBG and HOME Program, including preparation of budget, applications, certifications and agreements, (2) Coordination of CDBG-funded capital improvement projects, (3) Coordination of Public Service Subrecipients, (4) Coordination of HOME-funded housing projects, (5) Monitoring of CDBG and HOME projects/programs to ensure compliance with federal regulations, (6) Preparation of Annual Action Plan, and (7) Preparation of the CAPER. Up to 20% of the annual CDBG entitlement and up to 10%of the HOME entitlement is allowed for administration (Project: CDBG Administration, HOME Administration)

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not applicable.

Activities to Increase Resident Involvements

Not applicable.

Is the public housing agency designated as troubled under 24 CFR part 902?

N/A

Plan to remove the 'troubled' designation

Not applicable.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

- Decrease in state and federal funding resources to subsidize affordable housing projects and rehabilitation.
- Older housing stock that requires extensive modifications and rehabilitation
- Lack of vacant land lack of parking, limited open space impacting housing negatively
- Home developers frequently cite problems of working through zoning issues in the most local municipalities as a cost that impedes development.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City firmly believes that its policies and current practices do not create barriers to affordable housing. In January 2015, the City updated its Analysis of Impediments to Fair Housing Choice in which it reviewed various City policies and regulations and has determined that none of these is an impediment to housing. The City will continue to review any new policies and procedures to ensure they do not serve as an actual constraint to development.

The State Department of Housing and Community Development, in their review of Huntington Park's 2008-2014 Housing Element, determined the City's land use controls, building codes, fees and other local programs intended to improve the overall quality of housing do not serve as a development constraint. Furthermore, the City's Housing Element sets forth the following programs as a means of continuing to facilitate the production of affordable housing:

- Affordable Housing Development Assistance
- Homeownership Assistance
- Affordable Housing Incentives Ordinance
- Modified Standards for Affordable and Special Needs Housing
- Provision of Sites in the CBD and Affordable Housing Overlay Districts
- By-Right Zoning Provisions for Emergency Shelters, Transitional Housing, Supportive Housing and Second Units

To specifically address the removal of barriers for persons with disabilities, Huntington Park recently adopted a Reasonable Accommodation Ordinance. The Ordinance clearly sets forth the procedures under which a disabled person may request a reasonable accommodation in application of the City's land use and zoning regulations. Such a request may include a modification or exception to the requirements for siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers. Reasonable accommodation requests may be approved administratively the Community Development Director, eliminating the requirement for the disabled applicant to undergo a zoning variance.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Huntington Park does not administer a homeless prevention program; a local homeless provider, the Salvation Army Southeast Communities, provides a referral service and transportation to the nearby Salvation Army Bell Shelter in the city of Bell. The Bell Shelter assesses the individual needs of homeless persons including case management, supportive and transitional housing, individual or group counseling, a drug and alcohol program, job search assistance, homeless veteran's reintegration, adult education, and a mobile medical clinic.

Addressing the emergency and transitional housing needs of homeless persons

Huntington Park addresses the emergency and transitional needs of the homeless and other persons needing shelter by actively participating in programs administered by public and quasi-public agencies. While no emergency shelters are located in Huntington Park, a 340 bed regional shelter is located in the adjacent city of Bell. The Bell Shelter, operated by the Salvation Army, provides emergency and transitional care for up to 340 homeless adults, including 154 in the shelter, 128 in the drug and alcohol program, and 49 in longer-term transitional housing. In addition to a place to stay, the Bell Shelter provides case management; substance abuse rehabilitation; counseling; on-site health care and medical referrals; computer training, job training and job search program; veterans' reintegration program; and life skills classes. On-site adult education classes are offered through the LA Unified School District, which can lead to various vocational certificates. ESL classes are also offered. Bell Shelter collaborated with the County of Los Angeles Department of Mental Health and the Veterans Administration to provide a new, 76,000 foot renovated shelter, targeting homeless, mentally ill, veterans and persons seeking alcohol and drug recovery. In addition, LAHSA oversees homeless data and provides resources for agencies within SPA 7 and assist local agencies with housing services.

The City's Zoning Code currently allows transitional housing and emergency shelter to be located within its City limits. To further these uses, the City revised its Zoning Code in 2009 to identify emergency shelters as a permitted use in the MPD zone, and transitional and supportive housing as permitted uses within residential zoning districts.

Huntington Park also responds to the emergency needs of the homeless and other persons needing emergency shelter by participating in programs administered by homeless service agencies. The City supports the motel voucher program administered by the local Salvation Army and the Southeast Churches Service Center in Huntington Park. Both organizations will continue to provide transportation assistance to those individuals who wish to go to the Bell regional shelter, or other shelters in neighboring communities.

Lastly, Huntington Park used local HOME funds to develop a transitional housing project, Mosaic Gardens, on Middleton Street in Huntington Park. Partnering with LINC Housing, the City restored and renovated the building to serve as a home for limited-income families and transition age youth (TAY), ages 18-24, who also receive services from the Los Angeles County Department of Mental Health (LACDMH). The former 55 motel rooms were converted into 24 apartments to provide each family a space of their own. The location provides easy access to transportation, grocery stores, and job opportunities. The project also provides a large community courtyard with a tot lot and barbeques for residents to enjoy. A community room, private counseling rooms, and computers provide space for social activities and services that will support residents at Mosaic Gardens at Huntington Park.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

In an ongoing effort to continue to address the needs of the homeless and those at risk of homelessness, the City will include a greater focus on the development of sustainable and effective programming, which will consist of: applying for short and long-term available funding; partnerships with experienced service providers capable of leveraging other funding; the ability to create or secure affordable housing; perform homeless case management; and engage the homeless through a street outreach component in order to connect them to available services. The City's goal is to continue and support our current homeless programs and activities with a continued effort on homeless prevention and assistance for families to assist with their successful transition toward self-sufficiency.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Huntington Park will continue to contract with a fair housing provider to provide a wide range of fair housing services to ensure equal housing opportunities for its residents. LAHSA is the lead agency through their continuum of care(CoC) program and homeless individuals or families and those at-risk of homelessness have the opportunity to get connected to supportive services, treatments, public resources and support groups through the Salvation Army and Southeast Churches Service Center (SCSC). The SCSC receives CDBG funding on an annual basis and should additional funds become available in the future, the City may opt to provide funding support to the Salvation Army as well.

Lastly, lower income households overpaying for housing are likely to be at risk of becoming homeless upon loss of employment, underemployment and cost burden. The City will continue to coordinate with the Los Angeles County Housing Authority to provide Section 8 rental assistance to homeless individuals and families as well as those at risk of becoming homeless.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

As a means of better protecting children and families against lead poisoning, in 1999 HUD instituted revised lead-based paint regulations focused around the following five activities:

- Notification
- Lead Hazard Evaluation
- Lead Hazard Reduction
- Ongoing Maintenance
- Response to Children with Environmental Intervention Blood Lead Level

The City has implemented HUD Lead Based Paint Regulations (Title X), which requires federally funded rehabilitation projects to address lead hazards. Lead-based paint abatement is part of the City's Residential Rehabilitation Program and the Acquisition/Rehabilitation of Affordable Rental Housing Program. Units within rental housing projects selected for rehabilitation are tested if not statutorily exempt. Elimination or encapsulation remedies are implemented if lead is detected, and is paid for through CDBG or HOME funds, as appropriate.

How are the actions listed above related to the extent of lead poisoning and hazards?

As discussed earlier in the Housing Market Analysis, 78% of Huntington Park's owner-occupied units were built prior to 1980, and of these 3,214 units, just 6% or 259 units have occupants that include children. Similarly, 83% of Huntington Park's rental housing was built prior to 1980 (8,614 units), with children present in just 6% or 620 of these units. Pre-1980 housing units with children present pose the greatest threat of lead poisoning. With an estimated 879 such households in Huntington Park, lead exposure among children is not a sizable issue.

Another risk factor is household income, with lower income households having a greater risk of exposure. The 2011-2015 CHAS identifies 81% of Huntington Park's households as earning less than 80% HAMFI, translating to an estimated 9,989 low and moderate income households residing in the City's approximately 12,395 pre-1980 housing units.

How are the actions listed above integrated into housing policies and procedures?

The Community Development Department coordinates the City's efforts to reduce lead-based paint hazards. To reduce lead in existing housing, all rehabilitation and minor home repair projects funded with CDBG and HOME are tested for lead and asbestos. When a lead-hazard is present, a lead consultant is hired to provide abatement or implementation of interim controls.

The City will also coordinate with the L.A. County Childhood Lead Prevention Program (CCLPP). CCLPP is responsible for enforcement of L.A. County's Lead Abatement Ordinance, including inspection, regulations and consultation. The CCLPP provides the City with the address of any household where there is evidence of lead poisoning or elevated blood levels in children or any other evidence of lead from a physical inspection of a property. The City will contact the property owner and offer financial aid to assist in the abatement of the hazard. The City will provide lead hazard education and outreach through its newsletter and at other information distribution outlets (e.g., City Hall, Parks and Recreation, and the Library).

In 2009, the City was awarded a \$1.57 million HUD Lead Based Paint Hazard Control Grant, allowing significant expansion of its lead prevention and abatement activities. The grant enabled the City to identify and remediate lead hazards in 90 units occupied by lower income families with children, and educate the community about lead poisoning prevention, healthy homes and integrated pest management. The City is currently reapplying for the same grant to continue efforts to remove lead in the city's housing stock.

Lastly, the City's Minor Home Repair program can provide weatherization services, and as needed exterior paint, and perform healthy home interventions focusing on repairs for integrated pest management, moisture problems, smoke alarms, and correction or replacement of faulty appliances.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

In Huntington Park, factors that contribute to over one-quarter of the population living below poverty include: low level of education; inadequate job skills; unemployment or underemployment at minimum wage; and language barriers. The City's ability to reduce or assist in reducing the number of households with incomes below the poverty line is dependent on its ability to increase the local employment base, and to increase educational and job training opportunities. The City has designated Economic Development as a High Priority, and will actively continue to support a variety of activities in support of these goals.

- Hub Cities One-Stop Career Center located in Huntington Park serves as the community's primary center for job training, placement and career planning assistance, with approximately 5,000 persons utilizing the Center's services each month.
- A youth employment program with paid internships is provided through the Center, serving approximately 100 area youth annually.
- The Career Center also provides services to businesses, and partners within Los Angeles County to carry out a Rapid Response Services program for businesses experiencing layoffs or closures.
- Huntington Park's Economic Development Program includes a variety of business retention and attraction activities to enhance the City's business climate. Technical and business planning assistance is provided, including site referral and commercial space inventory services.
- The Pacific Boulevard Business Improvement District (BID) promotes the economic development of the downtown by providing funding for a variety of improvements to the downtown, including additional promotion, security, and cleaning, and most recently a Downtown Specific Plan.
- The Southeastern Los Angeles County Small Business Development Corporation (SBDC) administers a business assistance program for businesses with 50 or fewer employees. Services include business management counseling and training, small business loans and a business resource center.
- The Miles Avenue Library offers a reading literacy program for students and adults. Several agencies offer ESL classes throughout the community.
- Numerous City-sponsored youth programs are geared towards keeping kids in school, such as the After School Youth Program and Juveniles At-Risk Boot Camp Program, with the goal of ultimately gaining meaningful employment.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Huntington Park's overall program for affordable housing is integral to the City's strategy for reducing the number of poverty level families and individuals in the community. Examples of the inter-relatedness of Huntington Park's housing programs to poverty reduction include:

- Participation by nearly 300 low and extremely low-income Huntington Park households in the Housing Choice Rental Assistance Voucher Program administered by the Los Angeles County Housing Authority (LACoLA).
- Implementation of city-wide Tenant-Based Rental Assistance Program, with funding preference given to low income elderly households.
- The City utilized HOME funds to assist in the adaptive reuse of a former vacant motel to provide 24 units of affordable housing for lower income families and transition age youth receiving services from the Los Angeles Department of Mental Health (LACDMH). Residents will participate in services provided on-site by LINC Cares, in addition to receiving ongoing services from LACDMH.
- During 2020/21, the City will utilize HOME funds to gap finance an affordable housing project at a location yet to be determined.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Huntington Park follows HUD monitoring procedures for CDBG-funded public service subrecipients which includes desk reviews of quarterly progress reports and expenditures, and periodic on-site visits to ensure compliance with federal regulations. All subrecipients are required by their subrecipient agreement to submit performance reports that demonstrate work is being performed in accordance with the scope of service, that evidences progress in meeting performance milestones, and that shows expenditures are allowable under the agreement. Staff also conducts periodic on-site monitoring of project activities to document compliance with HUD eligibility guidelines, performance in reaching contract goals, to determine if administrative and fiscal systems are adequate, and to ensure compliance with other crosscutting federal regulations.

CDBG-funded capital projects are monitored by regular status and fiscal reports for Davis/Bacon requirements throughout the course of the project, as well as frequent site visits by staff. For some projects, the City's Community Development Department outsources the monitoring and project inspections on construction work.

The City is also responsible to HUD for monitoring HOME-assisted rental projects. The City's monitoring protocol serves to determine if HOME-assisted rental housing remains affordable, its occupants are low- and very low-income, and that the property is maintained in standard condition throughout the affordability period. Rental project monitoring occurs at four levels:

- Annually, a desk audit is performed wherein the owner/property manager will submit information certifying household sizes, household incomes and rents for all HOME-restricted units;
- An on-site visit will be conducted triennially during which an in-depth review will occur of all HOME and federal crosscutting requirements, e.g., affirmative marketing and tenant selection procedures;
- Projects are inspected in accordance with the HOME regulations.
- Upon receipt of a developer's project pro forma, the City conducts an economic analysis to ensure that, in accordance with the City's adopted underwriting and layering review guidelines, the amount of warranted HOME assistance is necessary to provide affordable housing.

The City has adopted layering review guidelines in compliance with HOME requirements. The City asserts that (a) prior to the commitment of funds to a project, the project is to be evaluated based upon its layering guidelines, and that (b) it will not invest any more HOME funds in combination with other governmental assistance than is necessary to provide affordable housing. The City's layering review guidelines is also to be used when determining the level of HOME funds to be used in a project absent

other governmental assistance. In the event that additional sources of funds not initially contemplated are later infused, the City may opt to update the evaluation.

The City shall also follow steps to monitor beneficiaries of the Single-Family Residential Rehabilitation Program. During the pre-monitoring phase, applicants will sign a clause on the application form certifying that the property is the principal residence.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,276,124	0		1,276,124	5,104,496

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Remainder of ConPlan \$	Narrative Description	
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$			Total: \$
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership	639,661	0		639,661	2,558,644	

Table 53 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds play a crucial role in implementing the Consolidated Plan. Local private and non-federal funds are usually insufficient to meet the heavy demand for housing and services in our community. Agencies receiving CDBG and HOME funds use those funds as a commitment to receiving other funding sources. Likewise, the City also leverages other resources among the formula grant programs. For example, the HOME program is matched by a variety of sources, including private investment, public investment, and tax credits.

The HOME Program requires a match of every dollar drawn; however, the City remains exempt from meeting this mandate. Since its inception, the City of Huntington Park has received a 100% match reduction and expects to receive such a reduction until otherwise indicated by HUD.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preserve Existing & Create New Affordable Housing	2020	2024	Affordable Housing		Priority Housing Needs	HOME: \$575,695	Homeowner Housing Added: 3 Household Housing Unit
2	Support Agencies that Assist Homeless Populations	2020	2024	Homeless			CDBG: \$15,000	Public service activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted
3	Support Agencies that Assist Special Needs Pop.	2020	2024	Non-Homeless Special Needs		Priority Special Needs Populations	CDBG: \$195,596	Public service activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted
5	Provide Needed Community Services to LMI Persons	2020	2024			Priority Community Services	CDBG: \$216,690	Public service activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted
6	Planning and Community Development	2020	2024			Other Housing and Community Development Needs	CDBG: \$255,224 HOME: 63,966	Other: 100 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
	Unallocated						Unallocated CDBG: 593,614	

Table 54 – Goals Summary

Goal Descriptions

1	Goal Name	Preserve Existing & Create New Affordable Housing
	Goal Description	
2	Goal Name	Support Agencies that Assist Homeless Populations
	Goal Description	
3	Goal Name	Support Agencies that Assist Special Needs Pop.
	Goal Description	
4	Goal Name	Provide Needed Infrastructure Improvements
	Goal Description	
5	Goal Name	Provide Needed Community Services to LMI Persons
	Goal Description	
6	Goal Name	Planning and Community Development
	Goal Description	

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Projects

AP-35 Projects – 91.220(d)

Introduction

The following projects are based on the City’s identified priority needs and activities. Projects/programs operated citywide are noted. The majority of the projects are targeted low- and moderate-income persons, or neighborhoods in census tracts with 51% or more who are low- or moderate-income. All proposed activities are eligible and meet program service targets.

Projects

#	Project Name
1	Salvation Army 2020
2	CDBG Program Administration 2020
3	HP Senior Program 2020
4	Parks and Recreation School Program 2020
5	First Time Homebuyer 2020
6	HOME Program Administration 2020

Table 55 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Huntington Park plans to use all of their CDBG and HOME funds towards programs that benefit low to moderate income persons (excluding the administrative portion). These programs include assistance to seniors; youth; homeless persons; homeowners and tenants/landlords. The City will address housing obstacles by providing grants to low -moderate income home owners to repair their homes in regards to health and safety issues; and provide down payment assistance to interested eligible applicants. One of the major obstacles the City faces is providing quality services while keeping both the residents and City Staff safe during the current pandemic, COVID-19

AP-38 Project Summary

Project Summary Information

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1	Project Name	Salvation Army 2020
	Target Area	
	Goals Supported	Support Agencies that Assist Homeless Populations
	Needs Addressed	Priority Homeless Needs
	Funding	CDBG: \$15,000
	Description	This program provides services to the homeless, those at-risk of being homeless and low-income families/persons through the provision of various activities including emergency food service for families, senior food bags, showers, clothing and furniture vouchers, emergency motel vouchers and bus tokens.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	60 persons that meet the HUD income criteria
	Location Description	2965 E Gage Avenue Huntington Park, CA 90255
	Planned Activities	This program provides services to the homeless, those at-risk of being homeless and low-income families/persons through the provision of various activities including emergency food service for families, senior food bags, showers, clothing and furniture vouchers, emergency motel vouchers and bus tokens.
2	Project Name	CDBG Program Administration 2020
	Target Area	
	Goals Supported	Planning and Community Development
	Needs Addressed	Other Housing and Community Development Needs
	Funding	CDBG: \$255,224
	Description	This program provides for the overall development, financial management, coordination and monitoring of the CDBG program, HUD communication, public participation, as well as planning and urban environmental design and studies.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Provide free fair housing services CDBG administration n/a

	Location Description	Due to the pandemic, activities will take place virtually, on-line and over the phone.
	Planned Activities	Fair Housing: Virtual Fair Housing workshops, virtual walk-in clinics, on-line assistance, email and phone calls. CDBG Administration- prepare Annual Action Plan, CAPER, Substantial Amendment
3	Project Name	HP Senior Program 2020
	Target Area	
	Goals Supported	Support Agencies that Assist Special Needs Pop.
	Needs Addressed	Priority Special Needs Populations
	Funding	CDBG: \$195,596
	Description	The HP Senior Program promotes the benefits of leading a healthier lifestyle among older adults through educational workshops, coordinated physical activities and other recreation-based activities.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	250 seniors (presumed group)
	Location Description	Virtual Assistance due to COVID-19
Planned Activities	Virtual programming due to COVID-19	
4	Project Name	Parks and Recreation School Program 2020
	Target Area	
	Goals Supported	Provide Needed Community Services to LMI Persons
	Needs Addressed	Priority Community Services
	Funding	CDBG: \$216,690
	Description	Due to COVID-19, the program will be changing its format. This program will provide daycare/school supervision at City parks for the essential workers children until the schools reopen. The rest of children will be mailed educational materials, coloring books, activity sheets, crayons, pens, paper and such while homeschooled due to the COVID-19 and and the SAFER at HOME order.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	250 children who are in HUD income eligible households
	Location Description	Due to COVID-19, the City will provide a childcare/school assistance for essential workers at the parks.
	Planned Activities	Due to COVID-19, the City will provide a childcare/school assistance for essential workers at the parks. The remaining children will be provided educational materials through the mail.
5	Project Name	First Time Homebuyer
	Target Area	Citywide
	Goals Supported	Preserve Existing and Create New Affordable Housing
	Needs Addressed	
	Funding	HOME: \$575,695
	Description	Funds provided as used as downpayment assistance
	Target	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	3 households
	Location	6550 Miles Avenue Huntington Park, CA
	Planned Activity	Provide silent second for home purchase
6	Project Name	HOME Program Administration 2020
	Target Area	
	Goals Supported	Planning and Community Development
	Needs Addressed	Other Housing and Community Development Needs
	Funding	HOME: \$63,966
	Description	Funds provide for the overall development, management, coordination and monitoring of the HOME program.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	n/a

	Location Description	City Hall 6550 Miles Avenue Huntington Park, CA 90255
	Planned Activities	The overall development, management, coordination and monitoring of the HOME program.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City utilizes CDBG and HOME funds for projects and programs operated citywide. However, the majority of CDBG-funded facility projects are targeted to the most-needy neighborhoods: the census tracts of residents classified to be low-to moderate income were 51% or more. Based on the ACS 2015 LOW MOD Census Data, Huntington Park has thirty-two census tracts with a majority (>50%) low/mod income and are thus designated “low/mod” tracts by HUD. Census tract 53301.07, block group 1, is <50% low/mod and therefore do not qualify as a low/mod tract per HUD guidelines.

Geographic Distribution

Target Area	Percentage of Funds

Table 56 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	3
Special-Needs	0
Total	3

Table 57 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	
Acquisition of Existing Units	3
Total	3

Table 58 - One Year Goals for Affordable Housing by Support Type

Discussion

The City’s CDBG-funded Minor Home Repair Program is available to low-to-moderate income single-family homeowners (up to four units) on a first-come-first-serve basis. The program is published on the City’s website and newsletter, and informational flyers are available at various counters at Huntington Park City Hall.

AP-60 Public Housing – 91.220(h)

Introduction

Huntington Park’s Housing Assistance Voucher (formerly Section 8) Rental Assistance Program is administered by the Los Angeles County Housing Authority (HACoLA). As of April 2020, HACoLA’s Housing Assistance Voucher program assisted 22,585 families through a partnership with 8,896 property owners throughout the County. Within Huntington Park, HACoLA administers 471 tenant-based vouchers for low income households (April 2020).

Actions planned during the next year to address the needs to public housing

Not applicable

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Huntington Park will provide outreach to the community to inform them of the First-Time Homebuyer Program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable

Discussion

None

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Los Angeles Homeless Services Authority released the results of the 2020 Greater Los Angeles Homeless Count, which showed 66,436 people in Los Angeles County experiencing homelessness, Friday. This represents a 12.7% rise from last year’s point-in-time count.

Steeply rising inflow estimates indicate that economic precarity has made homelessness more volatile as well. An estimated 82,955 people fell into homelessness during 2019, and an estimated 52,686 people “self-resolved” out of homelessness—in addition to the 22,769 placed into housing through the homeless services system despite the tight housing market. Put another way, an average of 207 people exit homelessness every day—while 227 people become homeless.

This year’s Count revealed that two-thirds of the unsheltered adults experiencing homelessness were homeless for the first-time last year, and 59% of them cited economic hardship as the cause.

The Los Angeles County is divided up into eight Service Planning Areas. The East Los Angeles Service Planning Area (SPA 7), includes the City of Huntington Park. The 2020 Greater Los Angeles Homeless Count states that the total population of homeless in SPA 7 is 4,586 individuals, while the sheltered population is 955 individuals and 3,631 are unsheltered. Of that homeless population, 4,094 adults are not in family units. Approximately, 2,906 of the homeless accounted for are Hispanic/Latino, 741 are Black/African American and 807 are White.

The City of Huntington Park’s homeless population fluctuates throughout the year. Homeless populations are on the rise, with no signs of slowing down especially when there is a financial downturn. Currently, there is a global pandemic that has hit the nation’s economy down to its knees. The devastation has hit the local community hard by businesses having to close, residents losing their jobs and or reduction in hours and local schools closing.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Although the City of Huntington Park does not manage a homeless prevention program, one CDBG program has supported local homeless. The Salvation Army Southeast Community has provided a referral service and transportation to the Salvation Army Shelter located in the City of Bell. The Bell Shelter evaluates the individual needs of each homeless person including case management, supportive and transitional housing, individual or group counseling, drug and alcohol programs, job search and many

other much needed services.

Addressing the emergency shelter and transitional housing needs of homeless persons

Huntington Park addresses the needs of the homeless and other persons who are in need of shelter by taking part in programs operated by public agencies. Even though there are no emergency shelters that are located in Huntington Park, a regional shelter is located just adjacent in the city of Bell. The Bell Shelter even offers programs that include case management, substance abuse rehabilitation, counseling, on-site health care and medical referrals, computer and job training search programs, veterans' reintegration programs, and life skills classes. Adult educational and ESL classes are offered as well through the LA Unified School District (LAUSD), which can lead to different vocational certificates. The County of Los Angeles Department of Mental Health provides an array of services through various agencies throughout the County.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City refers individuals in need to one of the nearby shelters or programs administered by homeless service agencies. For example, The Salvation Army will continue to provide transportation assistance to those individuals who wish to proceed to the Bell regional shelter or any other shelters in neighboring communities.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Huntington Park has used local HOME funds to expand a housing project, the Middleton Project consists of 20 units, including 1 manager unit. Ten (10) very-low, nine (9) extremely low and One (1) apartment manager unit.

Discussion

In an ongoing effort to address the necessities of the homeless and those at risk of homelessness, the City focuses on the development of rational and effective programming , which consist all of: partnerships

with service providers capable of leveraging other funding, the ability to create or secure affordable housing, perform homeless case management, and engage with the homeless through a street outreach component in order to connect them to available services. The City's overall objective is to expand on current homeless programs and activities within a larger emphasis on homeless veterans and families to accommodate with.

Huntington Park has done an agreement with fair housing in order to issue a wide range of fair housing services to assure equal housing opportunities for its residents. Individuals or families who are homeless and those at jeopardy of homelessness will have the opportunity to get associated with supportive services, treatments, public resources and support groups through the Salvation Army. Those in lower income households who overpay for housing are more likely to be at risk of becoming homeless upon loss of employment. Huntington Park will also consult with the Los Angeles County Housing Authority to provide for Section 8 rental assistance to homeless individuals and families, which those at risk of becoming homeless may also be included.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Huntington Park has had a strong history of being able to support affordable housing. The City itself has gone on to adopt numerous provisions within the Zoning Ordinance that facilitates a range of residential development types and encourages affordable housing. Those provisions include flexible development standards for affordable housing, a density bonus ordinance, and reasonable accommodation procedures for persons with disabilities. Furthermore, the City and its former Redevelopment Agency have provided financial assistance to support mixed income housing projects. However, the loss of Redevelopment Housing Funds, along with reductions in Federal HOME funds, will dampen the level of future affordable housing productions in the City.

The primary barrier to the provisions of affordable housing in Huntington Park, besides funding constraints, are the lack of vacant land that is suitable for residential development. Separate owners of smaller parcels hold much of the underdeveloped and residentially zoned lands in the City, which calls for alternative policy tools. In order to accommodate for higher density infill developments, these tools consist of lot consolidation and/or demolition of existing structures that are old.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Huntington Park Planning Department is in the process of reviewing their long term strategy documents to develop a well rounded guide the City can use moving forward. The plan will address barriers to affordable housing, such as land use controls, zoning ordinances, building codes, fees and charges as well as local policies.

Discussion:

None

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Huntington Park has identified long-range strategies, activities and funding sources to implement the goals in the areas of housing and community development services for the benefit of the residents.

Actions planned to address obstacles to meeting underserved needs

- The City will continue to seek other resources and funding sources to address the bigger obstacles in order to meet the community's underserved needs, which is the lack of funding and/or inadequate funding.
- The City will look for more innovative and creative ways to make its delivery systems comprehensive and continue existing partnerships with both for-profit and non-profit organizations.
- The City will promote their HOME funded First-Time Home Buyer Program.
- The City is currently addressing certain housing needs with federal funds such as availability, condition, and fair housing practices in order to prevent homelessness.
- The City is also addressing community development needs with federal funds such as infrastructure, improving public facilities and enhanced code enforcement.

Actions planned to foster and maintain affordable housing

The City's First-Time Homebuyer Program will connect the bridge for those who could not normally afford a home; therefore, fostering affordable housing.

The City is providing funding support to local public service agencies such as the Salvation Army that addresses the service needs of the homeless and those at risk of becoming homeless. The City offers an Emergency Housing Assistance Program through CDBG-CV to assist those affected by COVID-19 with their rent or mortgage.

Actions planned to reduce lead-based paint hazards

In order to better protect children and families against lead poisoning, in 1999 HUD instituted and revised

lead-based paint regulations to focus more around the following five activities:

- Notification
- Lead Hazard Evaluation
- Lead Hazard Reduction
- Ongoing Maintenance
- Response to Children with Environmental Intervention Blood Lead Level

The City has implemented HUD Lead Based Paint Regulations (Title X), that requires federally funded rehabilitation projects to address lead hazards. Lead-based paint abatement is part of the City's Residential Rehabilitation Program and the Acquisition/Rehabilitation of Affordable Rental Housing Program. These programs select units within rental housing projects and runs rehabilitation test if not statutorily exempt. Elimination or encapsulation remedies are implemented if lead is detected and is paid for through CDBG or HOME funds, as appropriate.

The Community Development Department coordinates the City's efforts to reduce lead-based paint hazards pursuant to HUD Lead Based Paint Regulations (Title X). In order to reduce lead in existing households, all rehabilitation and minor home repair projects that are funded with CDBG and HOME are tested for lead and asbestos. When a lead-hazard is seen as present, a lead consultant is hired to provide abatement or implementation of interim controls.

The City will also coordinate with the L.A. County Childhood Lead Prevention Program (CCLPP), who is responsible for enforcement of L.A. County's Lead Abatement Ordinance, including inspection, regulations and consultation. The CCLPP provides the City with the address of any households where there is evidence of lead poisoning, which may include elevated blood levels in children or any other evidence of lead from a physical inspection of a property. The City will then contact the property owner and offer financial aid to assist in the abatement of the hazard. The City provides lead hazard education and outreach through its newsletter and at other information distribution outlets (e.g., City Hall, Parks and Recreation, and the Library).

Lastly, the City's Minor Home Repair program can provide weatherization services, and as needed exterior paint, and perform healthy home interventions. The interventions focus on repairs for integrated pest management, moisture problems, smoke alarms, and correction or replacement of faulty appliances.

Actions planned to reduce the number of poverty-level families

Based on the Consolidated Plan's Needs Assessment and available funds for program year 2020-21, the City will allocate available resources (CDBG and HOME) to support public service programs for the benefit of low to moderate-income residents. In order to provide community enrichment programming, affordable housing, case management services and development of life skills and self-sufficiency, the City

will expand and create new partnerships with service providers and community based organizations.

Actions to be taken:

- Allocating at minimum 15 percent of CDBG entitlement funds for public services to increase family stability for lower income households.(Due to COVID-19, the City was able to request a waiver to increase the 15 Cap for public service, FY 19-20 and FY 20-21)
- Offer First-Time Homebuyer Program to income eligible persons and households.

Additionally, the City encourages social service providers, the government, housing providers/developers and the private sector to provide services and development programs that enhance job opportunities for Huntington Park residents, particularly low-income individuals.

The City will fully comply with Section 3 of the Housing and Community Development Act to help foster local economic development and individual self-sufficiency. This set of regulations requires that the City provide job training, employment, and contracting opportunities for low or very low-income residents in connection with housing and public construction projects.

Actions planned to develop institutional structure

As the recipient of CDBG and HOME funds, the City has delegated the Federal Funding and Grants Division to be the lead Division responsible for the overall administration of HUD grants. Furthermore, the Division will prepare the Consolidated Plan every five years, the Annual Action Plan and CAPER, as well as other reports required by federal rules and regulations. The Community Development Department will prepare the Analysis of Impediments to Fair Housing Choice.

To implement the City's five-year strategy in addressing the priority needs in the Consolidated Plan for Fiscal Years 2020/2021 – 2024/2025, the City will work with many programs. These programs include non-profit agencies, for-profit developers, advocacy groups, clubs, organizations, neighborhood leadership groups, City departments and private sectors. Engaging the community and stakeholders in the delivery of services and programs will be vital in overcoming gaps for the benefit of low to moderate residents. The City will also utilize public notices, Community Workshops and Meetings (as appropriate), the City's website, and other forms of media to deliver information on how to carry out the Consolidated Plan strategies.

Actions planned to enhance coordination between public and private housing and social service agencies

In an ongoing effort to bridge the gap of various programs and activities, the City has developed partnerships and collaborations with local service providers and City departments that have been instrumental in meeting the needs and demands of the homeless, which may include low income individuals and families. Over the years, the City has created new partnerships or expanded them along

the way. These partners include the, Huntington Park Police, Parks and Recreation, and Public Works departments. Service programs that partner with the City also include Southeast Churches Service Center, Los Angeles Legal Center, The Salvation Army, YMCA, and the Los Angeles Homeless Services Authority (LAHSA). During FY 2020/21, the City plans to continue developing more partnerships.

Discussion:

Over the current fiscal year FY 20-21, the City of Huntington Park will reassess current actions to address the obstacles and modify them accordingly.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City of Huntington Park participates in HUD's CDBG Program that is used for creating decent affordable housing, suitable living environments, and economic opportunities. The new program year (2020/21) will begin on July 1, 2020.

The City of Huntington Park HUD funded programs and activities under the Annual Actin Plan for FY 2020-2021 shall follow all HUD required regulations and policies concerning program income, low moderate income benefit for the CDBG program, resale and recapture previsions for the HOME program and other forms of investment.

Eligible applicants receiving CDBG assistance include subrecipients (awarded non-profits) who may carry out programs to benefit program beneficiaries on behalf of the City. Applications from interested subrecipients may be solicited by the City directly or via published Notices of Funds Availability at the discretion of the City. Eligible beneficiaries for CDBG funded Minor Home Rehab, HOME funded Housing Rehabilitation or First-Time Homebuyer Programs include households earning less than 80 percent of Area Median Income (AMI). Eligible participants are those who have not previously owned a home (in the last three years) for the City's First-Time Homebuyer Program and those who reside in a single family owner-occupied housing unit for the City's Housing Rehabilitation Program and Minor Home Rehab Program. Awarded funds will be provided on a first come first serve basis (completed application with support documentation) in order to eliminate favoritism. A client waiting list will be established in the event of limited funds for any specific program. The City's HOME programs will be advertised via flyers, notification on the City's website, and if necessary, publication in a newspaper of general circulation. The City will also conduct program workshops as necessary to solicit prospective applicants.

The program guidelines and applications for all programs may be obtained in person at the City's Federal Funding and Grants Division located at City Hall.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed 0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. 0
3. The amount of surplus funds from urban renewal settlements 0

Consolidated Plan HUNTINGTON PARK 134

4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City will provide grants, interest-bearing and non-interest-bearing deferred payment loans or residual receipts loans permitted under 24 CFR 92.206 (b) (1). The City will not institute other forms of investment forms not described in the aforementioned section nor provide loan guarantees described under 24 CFR 92.206 (b) (21).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

In FY 20-21, the City of Huntington Park is proposing a First Time Homebuyer Program. Currently, the City is following the recapture guidelines listed below:

HOME Loan. The City provides a “silent second” deferred trust deed mortgage to fund the difference between the market sales price (up to a maximum sale price established by HUD) and a mortgage amount that will provide an affordable housing cost to low and moderate-income households. The City loan is structured as a junior deferred loan to allow the borrower’s repayment ability to be fully utilized under the primary loan. The City HOME loan will be recorded as a lien on the property, and will be due upon sale or transfer of title or when the borrower no longer occupies the home as his/her principal residence as required under 24 CFR 92.254. Homebuyers will sign a HOME Agreement pursuant to §92.504(c)(5) of the HOME rule, which outlines the affordability restrictions and

recapture guidelines, as well as a Promissory Note and Deed of Trust.

Affordability Requirements. The affordability period in connection with the resale of HOME-assisted units will be 15 years.

Recapture Provisions. Should the property cease to be the principal residence of the homebuyer, the City will recapture the full amount of HOME investment (HOME subsidy) to the extent where there are net proceeds following the sale of the property and repayment of non-HOME loan repayments and closing costs. Net proceeds are defined as the amount of sale proceeds remaining (if any) after payment of any superior loan(s) (non-HOME funds) and customary closing costs. This limitation applies regardless of the nature of the sale (voluntary sales including short sales, and involuntary sales including foreclosures). This indebtedness becomes due and payable upon sale or transfer of the property, prior to the expiration of the period of affordability, to the extent where there are sufficient "net proceeds". If upon the voluntary or involuntary sale of the property prior to the expiration of the period of affordability there are insufficient net proceeds to pay the balance remaining of the City HOME loan, the Homebuyer is relieved from any further obligation to pay the indebtedness.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

In FY20-21, the City proposes to use HOME funds for a homebuyer program.

- The City loan is structured as a "Silent Second" loan (junior deferred loan) to allow the borrower's repayment ability to be fully utilized under the primary loan. The City HOME loan will be recorded as a lien on the property, and will be due upon sale or transfer of title or when the borrower no longer occupies the home as his/her principal residence as required under 24 CFR 92.254. Homebuyers will sign a HOME Agreement pursuant to §92.504(c)(5) of the HOME rule, which outlines the affordability restrictions and recapture guidelines, as well as a Promissory Note and Deed of Trust.
- Affordability Requirements. The affordability period in connection with the resale of HOME-assisted units will be 15 years.
- Recapture Provisions. Should the property cease to be the principal residence of the homebuyer, the City will recapture the full amount of HOME investment (HOME subsidy) to the extent there are net proceeds following the sale of the property and repayment of non-HOME loan repayments and closing costs. Net proceeds are defined as the amount of sale proceeds remaining (if any) after payment of any superior loan(s) (non-HOME funds) and customary closing costs. This limitation applies regardless of the nature of the sale (voluntary sales including short sales, and involuntary sales including foreclosures). This indebtedness becomes due and payable upon sale or transfer of the property, prior to the expiration of the period of affordability, to the extent there are sufficient "net proceeds". If upon the voluntary or involuntary sale of the property prior to the expiration of the period of affordability there are insufficient net proceeds to pay the balance remaining of the City

HOME loan, the Homebuyer is relieved from any further obligation to pay the indebtedness

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City does not propose to provide refinancing with HOME funds as described under 24 CFR 92.206(b). However, when lending HOME funds for single-family dwellings, the City may find it necessary to allow refinancing to permit or continue affordability under §92.252. If so, the City will amend its Consolidated Plan to describe refinancing guidelines that include the following refinancing general guidelines:

- a) Demonstrate the rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
- b) Require review of management practices to demonstrate that disinvestment in the property has not occurred, that the long-term needs of the project can be met and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
- c) State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
- d) The affordability period will be 15 years
- e) Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area.
- f) State that HOME funds cannot be used to refinance multifamily loans made or insured by any Federal program, including CDBG.

None

Appendix - Alternate/Local Data Sources

1	Data Source Name
	Housing Choice Vouchers in Huntington Park
	List the name of the organization or individual who originated the data set.
	Housing Authority of County of Los Angeles
	Provide a brief summary of the data set.
	HACoLA conducted a special run of its Housing Choice Voucher (Section 8) database to determine rent vouchers under contract within the city of Huntington Park.
	What was the purpose for developing this data set?
	To obtain city-specific information.
How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?	
Comprehensive and citywide.	
What time period (provide the year, and optionally month, or month and day) is covered by this data set?	
The data run was conducted in September 2014.	
What is the status of the data set (complete, in progress, or planned)?	
Complete.	
2	Data Source Name
	2013 Greater Los Angeles Homeless Count Report
	List the name of the organization or individual who originated the data set.
Los Angeles Homeless Services Authority (LAHSA)	
Provide a brief summary of the data set.	
2013 Point in Time homeless count conducted for the Los Angeles Continuum of Care (LA CoC excludes the cities of Glendale, Pasadena and Long Beach)	

	<p>What was the purpose for developing this data set?</p> <p>Enumerate the nature and extent of homelessness in the region.</p>
	<p>How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?</p> <p>Comprehensive.</p>
	<p>What time period (provide the year, and optionally month, or month and day) is covered by this data set?</p> <p>January 2013</p>
	<p>What is the status of the data set (complete, in progress, or planned)?</p> <p>Complete.</p>
3	<p>Data Source Name</p> <p>Vacant Units in Need of Rehab or Replacement</p>
	<p>List the name of the organization or individual who originated the data set.</p> <p>City of Huntington Park Code Enforcement</p>
	<p>Provide a brief summary of the data set.</p> <p>Observation by the City Code Enforcement staff that given the low vacancy rates and strength of the housing market, that no known homes are sitting vacant or bank-owned and in need of rehabilitation or replacement.</p>
	<p>What was the purpose for developing this data set?</p> <p>To complete the Vacant Units Table required in the Consolidated Plan.</p>
	<p>Provide the year (and optionally month, or month and day) for when the data was collected.</p> <p>March 2015.</p>
	<p>Briefly describe the methodology for the data collection.</p> <p>Observation by Code Enforcement staff.</p>
	<p>Describe the total population from which the sample was taken.</p> <p>Citywide.</p>
	<p>Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.</p> <p>Not applicable.</p>

ATTACHMENT B



**DRAFT CITIZEN
PARTICIPATION PLAN**

For Council Consideration on

OCTOBER 6, 2020

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I. **DEFINITIONS**

Community Development Block Grant (CDBG). Authorized under Title I of the Housing and Community Development Act of 1974, as amended, the CDBG Program combined multiple federal categorical grants under one regulation. The funds are a block grant that can be used to address critical and unmet community needs including those for housing rehabilitation, public facilities, infrastructure, economic development, public services, and more. The City is provided an annual grant on a formula basis as a CDBG Entitlement recipient. Funds are used to develop a viable urban community by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

Consolidated Plan. The document that is submitted to HUD that serves as the comprehensive housing affordability strategy, community development plan, and submissions for funding under any of the Community Planning and Development formula grant programs (e.g., CDBG, ESG, HOME, and HOPWA), that is prepared in accordance with the process described in this part.

Continuum of Care. The group composed of representatives of relevant organizations, which generally includes nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.

Emergency Solutions Grants (ESG). The ESG Program awards grants for these components: street outreach, shelter, homeless prevention and rapid re-housing. ESG activities include: renovation/rehabilitation of shelters, essential services, operations, housing relocation and stabilization/financial assistance, housing relocation, stabilization/financial services and rental assistance, Homeless Management Information System (HMIS) and administrative costs.

HOME Investment Partnerships Program (HOME). HOME funds are awarded annually as formula grants to participating jurisdictions (PJs), States and localities, that are used - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

Housing Opportunities for Persons with AIDS (HOPWA). The HOPWA Program was established by HUD to address the specific needs of persons living with HIV/AIDS and their families. HOPWA makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons medically diagnosed with HIV/AIDS and their families.

Predominantly Low- and Moderate-Income Neighborhoods. The City defines low- and moderate-income neighborhoods as an area commensurate with one or more coterminous census block groups, where at least 51 percent of the residents are persons with gross household incomes not exceeding 80 percent of annual adjusted median income based on family size.

II. **BACKGROUND**

On January 5, 1995, the U.S. Department of Housing and Urban Development (HUD) issued a Final Rule under 24 CFR Part 91 that combined into a single Consolidated Plan submission the planning and application requirements of 17 federal programs [24 CFR 91.2 (b) (1)-(17)] and HUD's four formula grant programs: the Community Development Block Grant (CDBG) Program including the Section 108 Loan Guarantee (Section 108) Program, HOME Investment Partnerships Act (HOME) Program, Emergency Shelter Program (ESG), and Housing Opportunities for Persons with AIDS (HOPWA) program of the U.S. Department of Housing and Urban Development (HUD). The aforementioned Final Rule also consolidates the reporting requirements for these programs.

The regulations implementing the consolidated submission requires the City of Huntington Park (City) to adopt a Citizen Participation Plan for the consolidated planning, application and reporting processes. The City is required to have a Consolidated Plan approved by HUD as a prerequisite for federal funding. Part of the Consolidated Plan process entails the grantee to certify that it is in full compliance, and is following a detailed Citizen Participation Plan (this document), consistent with the requirements of 24 CFR 91.105. To that end, this amended Citizen Participation Plan serves to bring the City into full compliance.

Accordingly, the City previously adopted a Citizen Participation Plan, pursuant to Section 104(a) (3) of the Housing and Community Development Act of 1974, as amended. By doing so, the City acknowledges the integral role of citizen participation in the process of neighborhood improvement, planning and development, and execution of the CDBG and HOME Programs administered by the City.

The City's Community Development Department (CDD) is the lead agency responsible for the consolidated submission and reporting to HUD. As such, the CDD is responsible for administering non-housing aspects of the CDBG Program and the housing activities of the CDBG Program and the HOME Program.

III. PUBLIC INPUT ON CITIZEN PARTICIPATION PLAN

The revised Draft Citizen Participation Plan was made available for public review and comment between October 1, 2020 and October 6, 2020. The City published a notice in the "The Huntington Park Bulletin" on October 1, 2020 informing the public of the availability of the document for review and comment. The public had access to review the draft document at the Huntington Park City Clerk's Office and the Federal Funding and Grants Division counter. Due to the outbreak of COVID-19, the Huntington Park Library and the Family Center at 3355 Gage Avenue, Huntington Park have been closed till further notice. The draft document was also posted on the City's website. The public was invited to provide comments on the Draft Citizen Participation Plan on July 7, 2020 at a regular public meeting of the Huntington Park City Council.

IV. OBJECTIVES

The City's Citizen Participation Plan is designed to ensure equitable representation of all segments of the population and to aid communication between the City and its residents on matters pertaining to the use of all federal funding from HUD. The Citizen Participation Plan sets forth policies and procedures the City Council adopted to encourage citizen involvement regarding the use of federal funds, notably Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds. The intent of the Citizen Participation Plan is to encourage those least likely to participate in the process, especially low-income persons living in distressed neighborhoods, in public and assisted housing developments, and in areas where CDBG funds are proposed to be used. This document outlines basic tenets of the citizen participation regulations and remains in effect throughout the implementation of the City's entitlement awards from the federal government or until these funds are closed out.

The Citizen Participation Plan promotes citizen participation in the following key areas:

- A. Preparation of the Consolidated Plan, a five-year strategic plan that outlines the strategy and goals for the City's use of the federal funding sources;
- B. Development of the Annual Action Plan, which describes projects that will be undertaken in the upcoming fiscal year with the federal funding sources;
- C. Consideration of substantial amendments to a Consolidated Plan and/or Annual Action Plan;
- D. Provide an opportunity for residents to review and comment on the annual Consolidated Annual Performance and Evaluation Report (CAPER), which

describes Huntington Park's implementation of activities funded by the HUD formula programs CDBG and HOME; and

- E. Give consideration of substantial amendments to the Citizen Participation Plan.

The City of Huntington Park utilizes its funding from HUD in accordance with national objectives for the use of federal formula grant funds, for program planning, citizen participation, and implementation processes required by HUD. The City prepares a Five-Year Consolidated Plan that includes the identification of priority needs in the community and five-year goals to address those needs. As a federal grantee, the City sets forth its own five-year priorities and objectives to respond to local housing and community development needs; addresses affordable housing, homeless and other special population needs; affirmatively furthers fair housing; and, promotes community and economic development. Each year, based upon the Five-Year Consolidated Plan, the City adopts an Annual Action Plan to implement programs to address those priority needs identified in the Consolidated Plan. Several months after the conclusion of each Annual Action Plan program year (July 1 - June 30), the City prepares a Consolidated Annual Performance and Evaluation Report (CAPER) for submission to HUD.

V. ROLE OF CITIZENS

Citizen involvement is essential in assuring that City policies, procedures, programs and activities are well suited to local needs. Citizens' concerns and ideas may be expressed to the City Council. The City Council addresses itself to the development, review and adoption of the following areas:

- A. The City's Consolidated Plan and Annual Action Plan;
- B. The submission of the City's CAPER;
- C. City improvement strategies, programs, policies and procedures; and
- D. The Citizen Participation Plan.

Regular meetings of the City Council are held the first and third Mondays of the month, at 6:00 p.m., in the City Council Chambers (2nd floor) at City Hall, located at 6550 Miles Avenue, Huntington Park, 90255. City Hall and the City Council Chambers are accessible to the disabled.

City Council Meeting agenda and supporting documentation is available for public review at 4:00 p.m. Thursday prior to the regularly scheduled meeting in the Office of the City Clerk located at City Hall or online at www.hpca.gov. Cable broadcast of regular City Council meetings are available throughout the week on Charter Communications (Local Access Channel 3). Council meetings are broadcast daily at

10:00 a.m., 3:00 p.m., 7:00 p.m. and 9:00 pm. City Council meetings are also available by Video-on-Demand at the City's website.

VI. GUIDELINES FOR CITIZEN PARTICIPATION

The citizen participation process provides citizens of Huntington Park with the formal opportunity to take part in the development of housing and community development programs and amendments to adopted plans at a community-wide level in a public forum during a specified City Council Meeting. Listed below are the specific guidelines governing information access, public notices, and technical assistance, among others, that the City will follow to encourage citizen participation in the preparation of the Consolidated Plan, Annual Action Plan, and CAPER.

A. Consolidated Plan and Annual Action Plan

As mandated by federal regulations, the City submits a Consolidated Plan every five years and an Annual Action Plan to HUD. The Consolidated Plan is a long-range plan that identifies community development and housing needs of low-income Huntington Park residents, establishes priorities, and describes goals, objectives and strategies to address identified priorities. The Annual Action Plan is a document that lists specific activities for CDBG and HOME funding in the upcoming program year, as well as applications for both federal programs.

The following steps will be taken to encourage all Huntington Park citizens, including minorities, non-English speaking persons, and persons with disabilities, to participate in the development of the Consolidated Plan and Annual Action Plan and afford these citizens an opportunity to review and comment on the Consolidated Plan and Annual Action Plan:

1. In preparation of the Consolidated Plan, the City will distribute a Community Needs Survey (in English and Spanish) to local agencies, and will conduct a consultation workshop with housing, health, homeless, disabled, and other social service providers to identify key housing and community development needs and issues in the City, as well as identifying gaps in service.
2. The City will conduct a community workshop in English (and Spanish if necessary) to solicit citizens' opinions regarding perceived community needs during development of the Consolidated Plan, and provide a written Community Needs Survey (in English and Spanish) to establish expenditure priorities of CDBG and HOME monies.
3. The City will distribute from time-to-time a Request for Proposals (RFP) to nonprofit organizations and City departments to carry out public service activities.

4. The City will elicit comment from local and regional institutions, the Continuum of Care and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) when developing and implementing the Consolidated Plan.
5. In conjunction with consultation with public housing agencies, the City will encourage participation of residents in public and assisted housing developments while developing and implementing the Consolidated Plan, along with other low-income residents of targeted revitalization areas in which the developments are located. The City will provide information to public housing agencies in Huntington Park and surrounding cities about consolidated plan activities related to its developments and surrounding communities so that the PHA can make this information available at the annual public hearing required for the PHA Plan.
6. Prior to the publication of the City's Consolidated Plan, the public hearing will be held to solicit and consider any public comments (oral and written) on the use of CDBG and HOME funds. The public hearing will serve to obtain the views of citizens on housing and community development needs, including priority non-housing community development needs. Spanish translation services will be made available at the public hearings. To ensure that all City residents have sufficient opportunity to take notice of all scheduled public hearings, all public hearing notices, including the date, time and location, shall be published in a local newspaper of general circulation at least fifteen (15) days prior to the date of the public hearing. Public hearings are held at 6:00 p.m. in the City Council Chambers located at 6500 Miles Avenue (2nd Floor), Huntington Park and are accessible to the disabled.
7. A summary describing the contents and purpose of the proposed Consolidated Plan and/or Annual Action Plan will be published in a newspaper of general circulation. The summary will also include a list of locations where a complete draft of the Consolidated Plan and Annual Action Plan may be obtained for review. The summary will include the amount of assistance expected to be received, grant funds and program income, the range of activities that may be undertaken and the estimated amount that will benefit persons of low- and moderate-income.
8. The publication of the summary will commence a 30-day public comment period, during which citizens will have the opportunity to examine the proposed Consolidated Plan and/or Annual Action Plan and submit comments regarding the draft document to the City's Community Development Department (see address below.) Complete copies of the draft Consolidated Plan and/or Annual Action Plan will be available for review at the following locations:

City Hall
(City Clerk and Community
Development Department)
6550 Miles Avenue
Huntington Park, CA 90255

Huntington Park
Library
6518 Miles Avenue
Huntington Park, CA
90255

Salt Lake Park
3401 E. Florence Ave.
Huntington Park, CA 90255

9. A public hearing before the City Council will be held to adopt the Consolidated Plan and Annual Action Plan and to provide citizens further opportunity to comment on the Plans. The public hearing will serve again to obtain the views of citizens on housing and community development needs, including priority non-housing community development needs. A summary of comments or views along with a summary of any comment or view not accepted and the reasons therefore, shall be attached to the final Consolidated Plan. All guidelines set forth under the Public Comment section of this document will be followed to ensure and encourage citizen participation.

B. Program Amendments

Consolidated Plans and/or Annual Action Plans may be revised during the program year.

1. Minor Amendments. Any revisions not defined below as a Substantial Amendment constitutes a minor amendment not requiring public notification or citizen participation in advance of implementing such changes. Upon completion, the City will make the amendment public and notify HUD that an amendment has been made. The City will submit a copy of each minor amendment to HUD as it occurs, or at the close of program year.
2. Substantial Amendments. The following changes to the City's Consolidated Plan and/or Action Plan constitute substantial amendments requiring public notification and public review subject to the citizen participation process described at 24 CFR 91.105 and 24 CFR 91.115.

- a. The City makes a change in its allocation priorities or a change in the method of distribution of funds;
 - b. The City carries out an activity, using funds from any program covered by the Consolidated Plan, including program income, not previously described in the Action Plan;
 - c. The City proposes not to carry out an activity described in the Annual Action Plan and, if funded, cancel the activity in the federal Integrated Disbursement Information System (IDIS);
 - d. There is a change in the purpose, scope, location, or beneficiaries of an activity; or
 - e. There is a cumulative change in the use of CDBG or HOME funds from one activity to another activity in the Annual Action Plan that exceeds 30 percent of the entitlement award for the program year. If the CDBG award, for instance, is \$1.0 million, then an activity budget could be increased or decreased by up to \$300,000. Examples of CDBG activities include public services, economic development, capital projects, and housing. Examples of HOME activities include homebuyer programs.
3. In the event that an amendment to the Consolidated Plan and/or Annual Action Plan qualifies as a substantial change, citizens will be given an opportunity to participate in the planning process. This opportunity will be afforded to the citizens by following the same steps (numbers 7 and 8) as provided under Section IV of this Citizen Participation Plan and restated below.
- a. The City will publish a summary describing the contents and purpose of the proposed substantial amendment to the Consolidated Plan and/or Annual Action Plan and it will be published in a newspaper of general circulation. The summary will also include a list of locations where a complete draft of the Amended Consolidated Plan and Amended Annual Action Plan may be obtained for review.
 - b. The publication of the summary will commence a 30-day public comment period, during which citizens will have the opportunity to examine the proposed Amended Consolidated Plan and/or Amended Annual Action Plan and submit comments regarding the draft document to the City's Community Development Department.
4. After the close of the 30-day public comment period, the City Council will consider approving a Substantial Amendment to the City's Consolidated Plan

and/or Annual Action Plan. If an amendment does not qualify as a substantial change, documentation of the amendment will be made to the current Consolidated Plan or Annual Action Plan, and notification of the amendment will be made available to residents and provided to HUD. All substantial amendments to the Consolidated Plan or Annual Action Plan and all amendments to the Citizen Participation Plan will be reviewed and approved by the City Council. A summary of comments or views along with a summary of any comment or view not accepted and the reasons therefore, will be attached to the final Consolidated Plan and/or Annual Action Plan.

C. Consolidated Annual Performance Evaluation Report (CAPER)

Upon completion of the CAPER and prior to its submission to HUD, a public notice will be published in a newspaper of general circulation announcing the availability of the CAPER for review and comment prior to a public hearing. This public review and comment period shall be for a minimum 15-day period beginning on the day of publication. During this period, citizens will have the opportunity to examine the CAPER and submit comments to the City's Community Development Department regarding the document. A public hearing will also serve to obtain the views of citizens about program performance. A summary of comments or views along with a summary of any comment or view not accepted and the reasons therefore, will be attached to the CAPER.

D. Public Comment

Public comment, verbally or in writing, is accepted throughout the program year, and is particularly invited during the noticed public comment periods described under Sections A, B and C above. Public hearings shall provide a major opportunity for citizen input on proposed neighborhood improvement programs, activities, policies and procedures. At a minimum, the City will conduct three separate public hearings annually—one for the purpose of soliciting comments from the public on needs and priorities for the development of the Consolidated Plan and Annual Action Plan, a second for the purpose of adopting the Consolidated Plan and/or Annual Action Plan, and a third public hearing accepting the Consolidated Annual Action Plan (CAPER) following a review of program performance. Public hearings will be held at times convenient to potential and actual beneficiaries, and accessible to the disabled.

Notices of public comment periods shall be published no later than the first day of the public comment period, which shall conclude with the public hearing before City Council. To ensure that all City residents have sufficient opportunity to take notice of all scheduled public hearings, all public hearing notices, including the date, time and location, shall be published in a local newspaper of general circulation at least fifteen (15) days prior to the date of the public hearing. Public notices will be published in local newspapers of general circulation when

pertaining to any projects proposed citywide, such as the Consolidated Plan, Annual Action Plan and CAPER.

E. Information Access

Included in the Consolidated Plan will be the estimated amount of federal funding available to the City and the range of eligible activities, programs, and projects designed to utilize these available funds. Copies of the Consolidated Plan, Annual Action Plan, Citizen Participation Plan, CAPER, and documents regarding other important program requirements including contracting procedures, environmental policies, fair housing/equal opportunity requirements and relocation provisions, will be available to the public during the City's regular business hours, Monday through Thursday from 7:00am- 5:30pm in the Federal Funding and Grants Division located at Huntington Park City Hall, 6550 Miles Avenue, Huntington Park, CA 90255. Additional information may be obtained by calling (323) 584-6266. Upon request, the City will make all information available in a format accessible to persons with disabilities.

VII. TECHNICAL ASSISTANCE AND MISCELLANEOUS PROVISIONS

A. Non-English Speaking Citizens

The City will provide bilingual assistance whenever determined necessary to afford non-English speaking citizens an equal opportunity to comprehend and adequately express their views regarding the planning, implementation, monitoring and evaluation of neighborhood improvement activities. Spanish translations will be available during public hearings and workshops. To the extent that is feasible, the City will attempt further to cater to non-English speaking citizens by providing written material in Spanish. The availability of these services will be so noted in the Notices regarding the community meetings.

B. Technical Assistance

In an effort to encourage the submission of views and proposals regarding the Consolidated Plan and Annual Action Plan, particularly from residents of target areas and groups representative of persons of low- and moderate-income, the City shall provide technical assistance in developing proposals for funding assistance under any of the programs covered by the Consolidated Plan or Annual Action Plan, if requested. Such assistance will include, but is not limited to, the provision of sample proposals, and program regulations and guidelines.

C. Provisions for the Disabled

Adequate and accessible parking will be provided for all public meetings to facilitate the attendance of disabled residents. The City will provide various auxiliary aids to enable equal access for persons with

impaired sensory, manual, or speaking skills. Services and devices for persons with impaired vision include audio recordings via televised regular meetings of the City Council and archived videos of previous meetings. Auxiliary aids for persons for hearing impaired residents seeking information regarding housing and community development programs, the City has Teletype TDD machines available upon request.

VIII. CITIZEN SERVICE REQUESTS AND GRIEVANCE PROCEDURE

Citizens should be aware that any questions or grievances, concerning the City of Huntington Park's Consolidated Plan, Annual Action Plan, any Amendments or CAPER, are to be submitted in writing to the City's Community Development Department located at Huntington Park City Hall, 6550 Miles Avenue, Huntington Park, CA 90255. During the actual development of the Consolidated Plan or Annual Action Plan submission or substantial amendment or the CAPER, oral or written concerns or complaints regarding the Plans or amendment shall initiate a written response indicating assessment of the complaint and/or proposals and actions taken to address the complaints and/or proposals before final submission of the documents to HUD. The City shall ensure that reasonable attempts are made to respond to questions or complaints in a timely manner, usually within fifteen (15) working days after receipt of the inquiry.

Although HUD will consider objections submitted at any time, such objections should be submitted within thirty-days of the submission of the Consolidated Plan, Annual Action Plan, any Amendments, or CAPER to HUD. Any written inquiries submitted to HUD should be addressed as follows:

U.S. Department of Housing and Urban Development Los
Angeles Field Office
300 North Los Angeles
Street, Suite 4054
Los Angeles, CA 90012

Objections submitted to HUD must meet one or more of the following criteria:

1. The description of needs and objectives are plainly inconsistent with available facts and data.
2. The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the applicant jurisdiction.
3. The Submission does not comply with specific requirements or law.
4. The Submission proposes the undertaking of ineligible activities.

It is incumbent upon an objector to state clearly the grounds for an objection to the Submission, or any other grievance or problem.

Additional criteria may apply for certain projects requiring additional review, such as environmental review. Any notices regarding these projects will refer to both the standard and applicable additional criteria.

IX. ACCESS TO RECORDS

Persons, agencies and other interested parties may access information and records related to the City's Consolidated Plan, Annual Action Plan and the City's use of CDBG and HOME funds during the preceding five years. Interested parties will be offered reasonable and timely access to records in accordance with applicable public records access regulations.

X. DISPLACEMENT POLICY

In an effort to minimize displacement of persons and to assist any persons displaced by governmental actions, the City of Huntington Park has adopted a Residential Anti-Displacement and Relocation Assistance Plan. This Plan is attached hereto as Attachment A.

ATTACHMENT A
CITY OF HUNTINGTON PARK
RESIDENTIAL ANTIDISPLACEMENT ANDRELOCATION
ASSISTANCE PLAN

**CITY OF HUNTINGTON PARK
RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION
ASSISTANCE PLAN**

This Residential Antidisplacement and Relocation Assistance Plan (RARAP) is prepared by the City of Huntington Park (City) in accordance with the Housing and Community Development Act of 1974, as amended; and Department of Housing and Urban Development (HUD) regulations at 24 CFR 42.325 and is applicable to the City's Community Development Block Grant (CDBG), including the Section 108 Loan Guarantee Program, and HOME Investment Partnerships Act (HOME)-assisted projects.

Section 104(d) of the Housing and Community Development Act of 1974, as amended (HCD Act), and U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program regulations provide that, as a condition for receiving assistance, as a grantee, the City must certify that it is following a Residential Antidisplacement and Relocation Assistance Plan (RARAP), which contains two major components:

1. A requirement to replace all occupied and vacant occupiable low-moderate- income dwelling units that are demolished or converted to a use other than low- moderate-income housing in connection with an activity assisted under the HCD Act and 24 CFR 570.606(c)(1)); and
2. A requirement to provide certain relocation assistance to any lower income person displaced as a direct result of (1) the demolition of any dwelling unit or (2) the conversion of a low/moderate-income dwelling unit to a use other than a low/moderate-income dwelling in connection with an assisted activity.

The Huntington Park City Council previously approved a Displacement Policy for residents displaced from substandard structures when determined through City generated activities that eminent health, safety problems or extreme overcrowding exist. In addition, the City adopted a Tenant Assistance Policy for use in conjunction with the property improvement programs. The City is now amending its RARAP to ensure compliance with changes that occurred on January 4, 2005 to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act or URA) 1970, as amended.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, Huntington Park will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs;

- Stage rehabilitation of apartment units to allow tenants to remain in the building complex during and after the rehabilitation, working with empty units first;
- Where feasible, give priority to rehabilitation of housing in lieu of demolition to minimize displacement;
- If feasible, demolish or convert only dwelling units that are unoccupied or vacant occupiable¹ dwelling units, especially if units are lower-income units as defined in 24 CFR. 42.305; and
- Target only those properties deemed essential to the need or success of the project.

Relocation Assistance to Displaced Persons

The City will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG and HOME Programs, move permanently or move personal property from real property as a direct result of the demolitions of any dwelling unit or the conversion² of a lower-income dwelling unit³ in accordance with requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant will be provided relocation assistance in accordance with the Uniform Act, as amended, and implementing regulations at 49 CFR Part 24.

One-for One Replacement of Lower-Income Dwelling Units

In accordance with section 104(d) of the Housing and Community Development Act of 1974, as amended (HCD Act) (Pub. L. 93-383, 42 U.S. C. 5301 *et seq*) and the implementing regulations at 24 CFR 42.375, the City will fulfill its obligation of providing one-for-one replacement housing by replacing all occupied and vacant occupiable lower-income dwelling units⁴ demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG and HOME Programs.

¹ A **vacant occupiable dwelling unit** means a vacant dwelling unit that is in a standard condition; a vacant dwelling unit that is in a substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning three months before the date of execution of the agreement by the recipient covering the rehabilitation or demolition.

² The term **conversion** means altering a housing unit to either use the dwelling for non-housing purposes, continue to use a unit for housing; but it fails to meet the definition of lower-income dwelling unit; or it is used as an emergency shelter. If a housing unit continues to be used for housing after completion of the project is not considered a "conversion" insofar as the unit is owned and occupied by a person who owned and occupied the unit before the project.

³ A **lower-income dwelling unit** means a dwelling unit with a market rent (including utility costs) that does not exceed the applicable Fair Market Rent.

⁴ The term **dwelling** as defined by the URA at 49 CFR 24.2(a)(10) includes transitional housing units or non-housekeeping units (SRO) commonly found in HUD programs. An emergency shelter is generally not considered a "dwelling" because such a facility is usually not a place of permanent, transitional or customary and usual residence.

To that end, the City, in fulfillment of 24 CFR 42.375, will replace all units triggering replacement-housing obligations with comparable lower-income dwelling units. Acceptable replacement units that are provided by the City or private developer will meet these requirements:

- The units will be located within the city and, to the extent feasible and consistent with other statutory priorities, be located within the same neighborhood as the units replaced.
- The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed, as determined by the City's local housing occupancy codes, in the units that are demolished or converted.
- The units must be provided in standard condition⁵.
- Replacement units must initially be made available for occupancy up to one year prior to the City publishing information regarding the project initiating replacement housing requirements and ending three years after commencing demolition or rehabilitation related to the conversion.
- Replacement units must remain lower-income dwelling units for a minimum of ten years from the date of initial occupancy. Replacement lower-income dwelling units may include public housing or existing housing receiving Section 8 project-based assistance.

Disclosure and Reporting Requirements

Before entering into a contract committing the City to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City will make public by publishing in a newspaper of general circulation and will submit to HUD the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of and assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;

⁵ Pursuant to 24 CFR 42.305, the terms **standard condition and substandard condition suitable for rehabilitation** have the meaning established by the City in its HUD-approved Consolidated Plan required under 24 CFR part 91.205 as part of the housing and homeless needs assessment.

4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided;
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower- income dwelling unit for at least ten years from the date of initial occupancy;
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one- bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units or a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items four through seven are unavailable at the time of the general submission, the City will identify the general locations of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), the City may submit a request to HUD for a determination that the one-to-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

Contacts

The City's Community Development Department at (323) 584-6200 is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

The City's Community Development Department at (323) 584-6200 is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower- income dwelling units to another use.

ATTACHMENT B

**CITY OF HUNTINGTON PARK WAIVERS OF COMMUNITY PLANNING AND
DEVELOPMENT (CPD) GRANT PROGRAM AND CONSOLIDATED PLAN REQUIREMENTS
TO PREVENT THE SPREAD OF COVID-19 AND MITIGATE ECONOMIC IMPACTS
CAUSED BY COVID-19**

CITY OF HUNTINGTON PARK



The City of Huntington Park requested the below waivers on April 12, 2020. On April 16, 2020, the City received acknowledgement from the local HUD office and an effective date for utilizing the waiver as of April 15, 2020.

Availability of Waivers of Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID-19

CONSOLIDATED PLAN REQUIREMENTS

No 8. Citizen Participation Public Comment Period for Consolidated Plan Amendment

Requirement: 30-day Public Comment Period.

Citations: 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401

Explanation: A CPD grantee may amend an approved consolidated plan in accordance with 24 CFR 91.505. Substantial amendments to the consolidated plan are subject to the citizen participation process in the grantee's citizen participation plan. The citizen participation plan must provide citizens with 30 days to comment on substantial amendments.

Justification: Given the need to expedite actions to respond to COVID-19, HUD waives 24 CFR 91.105(c)(2) and (k), 91.115(c)(2) and (i) as specified below, in order to balance the need to respond quickly to the growing spread and effects of COVID-19 with the statutory requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG, HOME, HTF, HOPWA or ESG funds.

Applicability: This 30-day minimum for the required public comment period is waived for substantial amendments, provided that no less than 5 days are provided for public comments on each substantial amendment. The waiver is available through the end of the recipient's 2020 program year. Any recipient wishing to undertake further amendments to prior year plans following the 2020 program year can do so during the development of its FY 2021 Annual Action Plan.

No 9. Citizen Participation Reasonable Notice and Opportunity to Comment

Requirement: Reasonable Notice and Opportunity to Comment. Citations: 24 CFR 91.105(c)(2) and (k), 24

CFR 91.115(c)(2) and (i) and 24 CFR 91.401

Explanation: As noted above, the regulations at 24 CFR 91.105 (for local governments) and 91.115 (for States) set forth the citizen participation plan requirements for recipients. For substantial amendments to the consolidated plan, the regulations require the recipient to follow its citizen participation plan to provide citizens with reasonable notice and opportunity to comment. The citizen participation plan must state how reasonable notice and opportunity to comment will be given.

Justification: HUD recognizes the efforts to contain COVID-19 require limiting public gatherings, such as those often used to obtain citizen participation, and that there is a need to respond quickly to the growing spread and effects of COVID-19. Therefore, HUD waives 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401 as specified below to allow these grantees to determine what constitutes reasonable notice and opportunity to comment given their circumstances.

Applicability: This authority is in effect through the end of the 2020 program year.

