

CITY OF HUNTINGTON PARK

City Council Agenda Monday, March 17, 2014

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

Mario Gomez
Mayor

Rosa E. Perez
Vice Mayor

Ofelia Hernandez
Council Member



Karina Macias
Council Member

Valentin Palos Amezcua
Council Member

All agenda items and reports are available for review in the City Clerk's Office and www.huntingtonpark.org. 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.

Public Comment

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

Prior to the business portion of the agenda, the City Council and all other agencies meeting on such date will convene to receive public comments regarding any agenda items or matters within the jurisdiction of such governing bodies. This is the only opportunity for public input except for scheduled public hearing items. The Mayor or Chairperson will separately call for testimony at the time of each public hearing. If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and place it in the box at the podium. When called upon by the Mayor or Mayor's designee, each person addressing the Council shall step up to the microphone and state his/her name or organization he/she represents for the record. Each speaker will be limited to three minutes per Huntington Park Municipal Code 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. 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

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.

Consent Calendar

All matters listed under the Consent Calendar are considered to be routine and will all be enacted by one motion. The City Council Members have received detailed staff reports on each of the items recommending an action. 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.

Important Notice

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

PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION.

Thank you.

1. INVOCATION

2. FLAG SALUTE:

Asael Torres, 6th grade student at Lucille Roybal-Allard Elementary School

3. ROLL CALL:

Mayor Mario Gomez
Vice Mayor Rosa E. Perez
Council Member Ofelia Hernandez
Council Member Valentin Palos Amezquita
Council Member Karina Macias

4. PRESENTATIONS

- 4.1 Presentation to student who led the flag salute: Asael Torres.
- 4.2 Proclamation designating March 2014 as Multiple Sclerosis Awareness Month in the City of Huntington Park.
- 4.3 Presentation by Liga Legal regarding the Free Immigration Workshop held at the Huntington Park Community Center on Saturday, February 22, 2014.

5. PUBLIC COMMENTS

Each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207.

6. REORGANIZATION

In accordance with Government Code Section 36801, the City Council shall choose one of its number as Mayor, and one of its number as Vice Mayor.

Nominations for Mayor

Mayor calls for nominations for Vice Mayor

Comments by Council Members

7. CONSENT CALENDAR

OFFICE OF THE CITY CLERK

7.1 Approve minutes of the following City Council meeting:

7.1-1 Regular meeting held Monday, March 3, 2014

7.2 Approve the reading by title of all ordinances and resolutions. Said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

FINANCE DEPARTMENT

7.3 Approve Accounts Payable and Payroll Warrants dated March 17, 2014.

END OF CONSENT CALENDAR

8. REGULAR AGENDA

FINANCE DEPARTMENT

8.1 Resolution in support of legislation regarding the allocation of revenues generated from voter-approved taxes.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-11 in support of legislation regarding the allocation of revenues generated from voter-approved taxes in a manner consistent with voter intent.

8.2 Receive and file the City of Huntington Park's Bicycle Master Plan.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive and file a status update on the City of Huntington Park's Bicycle Master Plan.

8. REGULAR AGENDA – (Continued)

8.3 Approve the Service Amendment to the Agreement with Duncan Parking Technologies Inc. to include parking citation processing.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Service Amendment to the Agreement with Duncan Parking Technologies Inc., to include Parking Citation Processing.
2. Adopt Resolution No. 2014-12 establishing parking violation processing fees.
3. Approve Duncan Parking Technologies Inc., to process delinquent parking tickets.

8.4 Update on the METRO Rails for Trails Project.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive and file a status update on the METRO Rails for Trails Project.

PARKS AND RECREATION DEPARTMENT

8.5 License Agreement with Harbor Area Farmers Markets for use of Salt Lake Park from 2014-2017.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review and approve the renewal of the license agreement with Harbor Area Farmers Markets for use of Salt Lake Park from 2014 - 2017

PUBLIC WORKS DEPARTMENT

8.6 Professional Services Agreement with HF&H Consultants, LLC in Support of the development and analysis of a Request for Proposals for Solid Waste Services.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a Professional Services Agreement (PSA) with HF&H Consultants, LLC for professional services in support of the development and analysis of a Request for Proposals (RFP) for solid waste collection services for a not-to-exceed fee of \$54,172 and authorize the City Manager to execute.

8. REGULAR AGENDA – (Continued)

8.7 Request for Proposals for a Solid Waste Franchise Agreement for Commercial and Residential Refuse Collection Services.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review and approve the proposed Request for Proposals (RFP) for a solid waste franchise agreement for combined commercial and residential services.
2. Authorize the City Manager to advertise the RFP, following incorporation of City Council's final comments.

8.8 Approve Change in Work for the City-wide Light Emitting Diode (LED) Street Light Retrofit and Upgrade Project.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Find that the requested Change in Work has no significant effect on the environment; approve the change and an increased construction contract amount of \$249,212. The contract amount with Flatiron Electric Group, Inc. increases from \$583,600 to \$832,812.

COMMUNITY DEVELOPMENT DEPARTMENT

8.9 Activity in Public Places Permit for the Annual "Carnaval Primavera" Downtown Street Festival (S14-02).

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve an Activity in Public Places Permit request from the Greater Huntington Park Area Chamber of Commerce to conduct the annual "Carnaval Primavera" Downtown Street Festival along Pacific Boulevard, between Gage Avenue and Slauson Avenue, on April 4-6, 2014.

8.10 Receive and file the City of Huntington Park's Draft Fiscal Year 2014-2015 Annual Action Plan

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive and file the draft Fiscal Year 2014-2015 Annual Action Plan and authorize staff to publish a notice initiating the 30-day public review period.

9. CITY MANAGER'S AGENDA

9.1 Resolution authorizing attendance of Professional Development Conferences.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-13 authorizing attendance of Professional Development Conferences and Meetings by Members of the City Council and approving a Travel Budget for Fiscal Years 2013-2014 and 2014-2015.
2. Authorize the Finance Department to adjust the Professional Development Accounts for City Council.

10. CITY ATTORNEY'S AGENDA

11. WRITTEN COMMUNICATIONS

12. COUNCIL COMMUNICATIONS

12.1 Mayor Mario Gomez

- 12.1-1 Discussion and/or action regarding issuance of citations by the Los Angeles Unified School District Police.**

12.2 Vice Mayor Rosa E. Perez

12.3 Council Member Ofelia Hernandez

12.4 Council Member Valentin Palos Amezcuita

12.5 Council Member Karina Macias

13. CLOSED SESSION

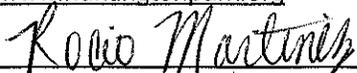
13.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1)

13.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Government Code paragraph (2) or (3) of subdivision (d) of Section 54956.9: (3)

14. ADJOURNMENT

NEXT REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, APRIL 7, 2014 at 6:00 p.m.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on March 13, 2014 on the bulletin board outside City Hall and available at www.huntingtonpark.org



Rocio Martinez, Senior Deputy City Clerk

Minutes of the regular meeting of the City Council of the City of Huntington Park held Monday, March 3, 2014.

Following the Invocation, the Pledge of Allegiance to the Flag was led by Girls Scouts Brownie Level Troop 16795. The meeting was called to order in the Council Chambers at 6:00 p.m. by Mayor Gomez. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Mayor Gomez and City Council presented a Certificate of Appreciation to Girls Scouts Brownie Level Troop 16795 for leading the flag salute at the City Council meeting March 3, 2014.

Christina Dixon, Staff Analyst, displayed a PowerPoint presentation regarding the "Trees for a Better Environment" Project.

Christina Dixon, Staff Analyst, displayed a PowerPoint presentation regarding a recent "Keep Our City Clean" clean-up event and upcoming events.

Mayor Gomez opened oral communications, indicating that this was the time for anyone in the audience to address the City Council on any matter of City business.

Rodolfo Cruz addressed concerns to City Council regarding the removal of the curb painting and street sweeping signage on the block near Passaic Street and stated that parking citations were issued to vehicles parked on said street. Mr. Cruz also addressed concerns with two buses parked in front of his home and stated that school police should be notified that they may not issue citations on City property.

Andy Molina, on behalf of Liga Legal, thanked City Council for allowing them to have their recent workshop and distributed copies of flyers regarding "Walk for Hunger" on April 5, 2014 and urged everyone in the community to get involved.

Francisco Rivera addressed concerns with illegal taxicab companies posting stickers on City poles and the aesthetics of businesses on Pacific Boulevard.

George Franco addressed concerns to City Council regarding lack of parking enforcement in the City and the quality of the City Council meeting videos.

Leticia Martinez, Executive Director/CEO of The Greater Huntington Park Area Chamber of Commerce, thanked City Council for attending their 108th Annual Installation Dinner and Business Award Banquet.

Antonio Padilla addressed concern to City Council regarding a sign at the Finance Department that reads "no checks for police services" and asked for clarification.

Mayor Gomez called for any other oral communications, and hearing none, declared oral communications closed.

Motion by Perez, seconded by Hernandez, to approve the Consent Calendar, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

6. CONSENT CALENDAR

OFFICE OF THE CITY CLERK

6.1 Approve minutes of the following City Council meeting:

6.1-1 Regular meeting held Tuesday, February 18, 2014

6.2 Approve the reading by title of all ordinances and resolutions. Said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

6. CONSENT CALENDAR – (Continued)

6.3 Resolution adopting a new City of Huntington Park Conflict of Interest Code in accordance with the Political Reform Act.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-5 repealing all prior resolutions establishing provisions of the City of Huntington Park Conflict of Interest Code and adopting a new Conflict of Interest Code in accordance with the Political Reform Act.

FINANCE DEPARTMENT

- 6.4 Approve Accounts Payable and Payroll Warrants dated March 3, 2014.

6.5 Resolution approving and adopting the salary schedule and salary grid for all classifications in the City.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-6 approving and adopting the salary schedule and salary grid for all classifications in the City.

PUBLIC WORKS DEPARTMENT

6.6 Randolph Street from Holmes Ave to Pacific Blvd Project closeout for the Los Angeles County Cooperative Agreement No. 77232

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to take all necessary actions and execute all required Los Angeles County Metropolitan Transportation Authority (Metro) documents to transfer Surface Transportation Program (STP-L) funds to the County in the amount of \$271,097.62 to close the project.

END OF CONSENT CALENDAR

7. HEARING

7.1 Resolution self-certifying the City of Huntington Park to be in Conformance with the Los Angeles County Congestion Management Plan (CMP) and adopting the 2013 CMP Local Development Report.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Open the public hearing to receive and comments, and hearing none.
2. Close public hearing and consider all public testimony and staff's analysis.
3. Adopt Resolution No. 2014-7 finding the City of Huntington Park to be in Conformance with the Los Angeles County Congestion Management Plan (CMP) and adopting the CMP Local Development Report, in accordance with California Government Code Section 65089 was presented. Motion by Amezcua, seconded by Hernandez, to adopt Resolution No. 2014-7, carried as follows: Ayes: Council Member Amezcua, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

8. REGULAR AGENDA

FINANCE DEPARTMENT

8.1 Resolution approving an application for the California Brownfields Revolving Loan Fund Program Administered by the Department of Toxic Substances Control.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-8 authorizing the submission of an application for the California Brownfields Revolving Loan Fund Program Administered by the Department of Toxic Substances Control to fund the cleanup of property located at 5959-6169 South Alameda Street (Southland Steel).

Julio Morales, Director of Finance, presented a report on the proposal regarding environmental cleanup and funding of the property located at 5959-6169 South Alameda Street.

Motion by Perez, seconded by Amezcuita, to adopt Resolution No. 2014-8 authorizing the submission of an application for the California Brownfields Revolving Loan Fund Program Administered by the Department of Toxic Substances Control to fund the cleanup of property located at 5959-6169 South Alameda Street (Southland Steel), carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

8.2 Emergency purchase of Information Technology (IT) equipment and IT services contract.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the purchase and installation of 18 computer desktops and upgrade software for 12 desktops in the amount not-to-exceed \$30,000.
2. Authorize the purchase and installation of new mail/file servers and software in the amount not-to-exceed \$20,000.
3. Authorize the City Manager to execute an IT services contract with LAN WAN Enterprises, Inc.

Motion by Hernandez, seconded by Perez, to authorize the following: 1) purchase and installation of 18 computer desktops and upgrade software for 12 desktops in the amount not-to-exceed \$30,000; 2) purchase and installation of new mail/file servers and software in the amount not-to-exceed \$20,000; and 3) the City Manager to execute an IT services contract with LAN WAN Enterprises, Inc. for a term of one year, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

PUBLIC WORKS DEPARTMENT

8.3 Pacific Boulevard Pedestrian Improvement Project (Project ID# F3609) Funding Agreement with the Los Angeles County Metropolitan Transportation Authority (Metro).

8. REGULAR AGENDA – (Continued)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the funding agreement with Metro for the subject project and authorize the City Manager to execute the agreement and all related documents to secure the funds awarded through Metro's 2009 Call for Projects Grant Program.

Motion by Perez, seconded Amezquita, to approve the funding agreement with Metro for the subject project and authorize the City Manager to execute the agreement and all related documents to secure the funds awarded through Metro's 2009 Call for Projects Grant Program, carried as follows: Ayes: Council Member Amezquita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

COMMUNITY DEVELOPMENT DEPARTMENT

8.4 Activity in Public Places Permit for a street procession conducted by Iglesia Sagrada Familia on April 18, 2014 (S14-05).

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve an Activity in Public Places Permit request by Iglesia Sagrada Familia to conduct a street procession along Rugby Avenue, Clarendon Avenue, Middleton Street, and Zoe Avenue on April 18, 2014 (S14-05), subject to the "Departmental Conditions of Approval".

Motion by Amezquita, seconded by Hernandez, approve an Activity in Public Places Permit request by Iglesia Sagrada Familia to conduct a street procession along Rugby Avenue, Clarendon Avenue, Middleton Street, and Zoe Avenue on April 18, 2014 (S14-05), subject to the "Departmental Conditions of Approval", carried as follows: Ayes: Council Member Amezquita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

8.5 Resolution authorizing the submittal of two grant applications for CicLAVia and HP Gran Prix events under the Open Streets Program administered by the Los Angeles County Metropolitan Transportation Authority.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-9 authorizing the submittal of two grant applications under the Open Streets Program administered by the Los Angeles County Metropolitan Transportation Authority.

Motion by Amezquita, seconded by Hernandez, to adopt Resolution No. 2014-9 authorizing the submittal of two grant applications under the Open Streets Program administered by the Los Angeles County Metropolitan Transportation Authority, carried as follows: Ayes: Council Member Amezquita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

8. REGULAR AGENDA – (Continued)

PARKS AND RECREATION DEPARTMENT

8.6 2014 4th of July Fireworks Display Request for Proposals.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the 4th of July Fireworks Display Request for Proposals.
2. Authorize staff to advertise and release the 4th of July Fireworks Display Request for Proposals.

There being no objection, Mayor Gomez so approved the 4th of July Fireworks Display Request for Proposals and authorized staff to advertise and release the 4th of July Fireworks Display Request for Proposals.

8.7 Discussion and/or action regarding the 2014 4th of July Celebration event. Josette Espinosa, Director of Parks and Recreation, presented three options for the 2014 4th of July Celebration event. Following a discussion by City Council and staff, motion by Gomez, seconded by Amezcuita, to approve O Entertainment to present the 2014 4th of July Celebration event, carried as follows: carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: Council Member Hernandez; Absent: None. There being no objection, Mayor Gomez appointed an Ad-Hoc Committee comprised of Mayor Gomez and Council Member Amezcuita to work with staff regarding limiting the amount of alcoholic beverages allowed per person at the event.

9. CITY MANAGER'S AGENDA

9.1 Resolution adopting new class specifications for the position of Business License Technician.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-10 approving and adopting new class specifications for the position of Business License Technician was presented. Motion by Perez, seconded Amezcuita, to adopt Resolution No. 2014-10, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

9.2 Discussion and/or action regarding the design and installation of LED lights along Pacific Boulevard. James Enriquez displayed a PowerPoint presentation regarding the LED light configuration along Pacific Boulevard. Following a brief discussion and there being no objection, Mayor Gomez approved the LED light configuration for Pacific Boulevard.

9.3 Discussion and/or action regarding City Council travel/conference budget. Following a brief discussion by City Council and staff, Mayor Gomez directed staff to look into the top three most attended conferences per year and report back to City Council with a proposed budget and resolution.

City Manager Bobadilla presented an update regarding the City's pension tax issue with the State of California and read a letter regarding the City's financial rating downgrade from A- to BBB. Mr. Bobadilla also updated City Council regarding a proposed water project at the corner of Miles and Slauson

Avenues which involves cleaning the water at said location and re-injecting it back into the City's water system.

Julio Morales, Director of Finance, displayed a PowerPoint presentation regarding a Downtown Parking Analysis.

10. CITY ATTORNEY'S AGENDA

10.1 Agreement with Human Resources/Personnel Legal Services - Atkinson Andelson, Loya, Ruud & Romo.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the proposed attorney representation agreement with Atkinson Andelson, Loya, Ruud & Romo; and authorize the City Manager to execute.

Motion by Hernandez, seconded by Amezquita, to approve the proposed attorney representation agreement with Atkinson Andelson, Loya, Ruud & Romo; and authorize the City Manager to execute, carried as follows: Ayes: Council Member Amezquita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

11. WRITTEN COMMUNICATIONS

12. COUNCIL COMMUNICATIONS

12.1 Mayor Mario Gomez

12.1-1 Discussion and/or action regarding curb painting within the City. Following a brief discussion by City Council and staff, Mayor Gomez so ordered staff to include a section regarding in the next City Newsletter to educate the community regarding the curb painting process in the City.

12.1-2 Discussion and/or action regarding a proposed ordinance requiring alcohol beverage retailers to complete training on Responsible Beverage Sales/Service (RBS) related to Alcohol Beverage Sales Control (ABC) License. Following a brief discussion, no action was taken.

12.2 Vice Mayor Rosa E. Perez

12.3 Council Member Ofelia Hernandez

12.3-1 Discussion and/or action to send a letter to United States President Barack Obama asking to support Immigration Reform and to place on his agenda. City Council so ordered interested Council Members to send individual letters for this.

12.3-2 Discussion and/or action to send a letter to His Holiness Pope Francis asking to support Immigration Reform. Motion by Perez, seconded by Macias, to send a letter inviting His Holiness Pope Francis and President Barack Obama to the City of Huntington Park, carried as follows: Ayes: Council Member Amezquita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

12. COUNCIL COMMUNICATIONS – (Continued)

12.4 Council Member Valentin Palos Amezquita

12.5 Council Member Karina Macias

Interim City Attorney Litfin announced for the record that on the Water Replenishment District of Southern California (WRD) matter, the City of Huntington Park settled with WRD, agreed to pay what the City withheld over a 12 month time period at 3% interest with no penalties; there is a lot of litigation currently going on as Council knows on this matter and the case is going to trial but the City is no longer a part of it. Also said parties agreed to a Tolling Agreement, if it is found that WRD overcharged or did not comply with Proposition 218, the City can still file a claim going back 12 month before when the City filed a claim on the matter. WRD reserved the right to seek statutory penalties in the amount of approximately \$35,000.

Interim City Attorney Litfin requested the City Council resolve into a closed session for the following:

13. CLOSED SESSION

13.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (2)

13.2 Pursuant to Government Code Section 54957:
PUBLIC EMPLOYMENT

Title: City Attorney

13.3 Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: City of Huntington Park v. Watanabe et al., Case No. 34-2013-80001678.

13.4 Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: Leo Oso v. City of Huntington Park, Case No. LASC BC505088

13.5 Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: Water Replenishment District of Southern California vs. City of Huntington Park, Case No. BC512581

Mayor Gomez declared the meeting resolved into closed session to be held immediately in the adjoining conference room at 8:21 p.m.

Following the closed session, the meeting was called to order in the Council Chambers at 9:13 p.m. Present: Council Member Valentin Palos Amezquita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Interim City Attorney Litfin reported out that there was no action taken in closed session.

14. ADJOURNMENT

Mayor Gomez declared the meeting adjourned at 9:14 p.m.

Mario Gomez, Mayor

Rocio Martinez, Sr. Deputy City Clerk

CITY OF HUNTINGTON PARK

Date: 3/13/2014

Demand Register

3/17/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AAA ELECTRICAL SUPPLY INC	104703-00	535-8016-431.61-45	LAMPS	150.29	N
	104653-00	535-8016-431.61-45	WIRE CRIMP CONNECTORS	626.36	N
	104846-00	535-8016-431.61-45	3M 33+ TAPE	44.36	N
	104730-00	535-8016-431.61-45	LAMPS	150.29	N
	104860-00	535-8016-431.61-45	LAMPS	330.92	N
	104741-00	535-8016-431.61-45	LAMPS	555.25	N
				1,857.47	
AARON CRUZ	01/06-02/24/14	111-6060-466.33-20	FOLKLORICO BEG	132.00	N
	01/06-02/24/14	111-6060-466.33-20	FOLKLORICO INT.	184.80	N
	01/06-02/24/14	111-6060-466.33-20	FOLKLORICO ADV	52.80	N
	01/06-02/24/14	111-6060-466.33-20	FOLKLORICO	26.40	N
				396.00	
ADAMSON POLICE PRODUCTS	INV129966	741-8060-431.43-20	12 V 50 W HALOGEN LAMP	105.24	N
				105.24	
ADMIN SURE	6835	745-9030-413.33-70	MAR 14 WORKERS COMP CLAIM	7,080.40	N
				7,080.40	
ADT SECURITY	269371171	111-6022-451.56-41	JAN-MAR 14 ALARM SERVICES	200.73	N
	271534211	111-6022-451.56-41	JAN-MAR 14 ALARM SERVICES	3.01	N
				203.74	
ADVANCED INC	14680	111-6022-451.56-41	MAR 14 JANITORIAL SERVICE	5,776.16	N
	14680	111-7020-421.56-41	MAR 14 JANITORIAL SERVICE	3,675.44	N
	14680	111-8022-419.56-41	MAR 14 JANITORIAL SERVICE	2,107.97	N
	14680	111-8020-431.56-41	MAR 14 JANITORIAL SERVICE	341.68	N

CITY OF HUNTINGTON PARK

Date: 3/13/2014

Demand Register

3/17/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
ADVANCED INC	14685	111-7010-421.56-41	MAR 14 JANITORIAL SERVICE	160.00	N
				12,061.25	
AFFILIATED SYSTEMS INC	CITY/HUNT 08/12	111-0230-413.56-41	STRESS TEST	500.00	N
				500.00	
AFSCME COUNCIL 36	PPE 12/8/2013	802-0000-217.60-10	AFSCME DUES	761.40	N
	PPE 03/02/2014	802-0000-217.60-10	AFSCME DUES	745.20	Y
				1,506.60	
ALEJANDRO CERVANTES	45961	111-0000-347.20-00	REFUND FOR YOUTH BASEBALL	55.00	N
				55.00	
ALFRED D. MARTINEZ	02/26/2014	111-7040-421.61-32	SUPPLIES/COMMUNICATION	49.91	N
				49.91	
ALL CITY MANAGEMENT SERVICES	34287	111-7022-421.56-41	SCHOOL CROSSING GUARD	5,186.14	N
				5,186.14	
ALVAKA NETWORKS	151822SA	111-9010-419.56-64	ONSITE NETWORK SRV/CH	811.25	N
				811.25	
AMERI PRIDE UNIFORM SERVICES INC	1400778194	111-8020-431.16-20	LAUNDRY/RENTAL SERVICES	99.66	N
	1400778194	741-8060-431.61-20	LAUNDRY/RENTAL SERVICES	23.00	N
	1400773000	111-8020-431.16-20	LAUNDRY/RENTAL SERVICES	103.66	N
	1400773000	741-8060-431.61-20	LAUNDRY/RENTAL SERVICES	23.00	N
				249.32	

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AMERICAN CROWN CIRCUS, INC	45777	111-0000-228.20-00	DEPOSIT REFUND	2,500.00	N
				2,500.00	
AMERICAN FAMILY LIFE ASSURANCE	PPE 03/02/2014	802-0000-217.50-40	CANCER INSURANCE	106.58	Y
				106.58	
AMERICAN RENTALS INC	342798	221-8010-431.61-20	1 DAY RENT-CONCR TRAILER	141.70	N
	344036	221-8010-431.61-20	1 DAY RENT-CONCR TRAILER	141.70	N
				283.40	
AMI ADINI & ASSOCIATES, INC.	12-5697	741-8060-431.43-20	MAY 12 UST OPERATOR	165.00	N
				165.00	
AMTECH ELEVATOR SERVICES	DVL04010314	111-8022-419.56-41	ELEVATOR SERVICES	590.60	N
				590.60	
ANDREW TORRES	03/05/2014	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	264.00	N
				264.00	
AP THE SIGN SHOP	0002	226-9010-419.74-10	HORSE TRAILER GRAPHICS	908.50	N
				908.50	
AT&T	5033496	111-7010-421.53-10	323-277-9548-467	194.88	N
	5118620	111-7010-421.53-10	323-277-9548-467	195.35	N
	5033160	111-7010-421.53-10	323-583-5688-180	16.09	N
	5157783	111-7010-421.53-10	323-584-1137-608	19.00	N
	5159514	111-7010-421.53-10	323-584-6334-096	119.31	N
	5138027	111-7010-421.53-10	323-585-0194-385	14.85	N

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AT&T	5138028	111-7010-421.53-10	323-585-5117-826	40.94	N
	5100168	111-7010-421.53-10	323-587-1150-862	17.19	N
	5100171	111-7010-421.53-10	323-587-5211-498	294.74	N
	5033165	111-7010-421.53-10	323-588-5892-232	16.65	N
	5033497	111-7010-421.53-10	323-589-0792-856	88.09	N
	5153609	111-7010-421.53-10	323-722-8457-708	51.04	N
	5151085	111-7010-421.53-10	336-256-2901-905	178.46	N
	5151164	111-7010-421.53-10	339-341-3517-026	89.22	N
	5151083	111-9010-419.53-10	335-451-0062-974	66.47	N
	5151018	111-9010-419.53-10	323-581-2942-365	19.79	N
	5151020	111-9010-419.53-10	323-581-8443-140	16.30	N
	5157782	111-9010-419.53-10	323-582-6161-974	329.14	N
	5153289	111-9010-419.53-10	323-584-0785-316	16.30	N
	5157784	111-9010-419.53-10	323-584-6201-974	275.46	N
	5157785	111-9010-419.53-10	323-584-6207-974	418.74	N
	5157786	111-9010-419.53-10	323-584-6209-974	216.22	N
	5157787	111-9010-419.53-10	323-584-6210-974	219.84	N
	5157788	111-9010-419.53-10	323-584-6230-974	49.19	N
	5159348	111-9010-419.53-10	323-584-6274-974	283.89	N
	5153670	111-9010-419.53-10	323-584-6726-219	16.30	N
	5157791	111-9010-419.53-10	323-584-6943-742	16.30	N
	5151055	111-9010-419.53-10	331-841-0775-853	31.97	N
	5151056	111-9010-419.53-10	331-841-0777-811	31.97	N
	5152141	111-9010-419.53-10	337-841-4290-978	539.56	N
	5151144	111-9010-419.53-10	337-841-4291-984	31.97	N
	5153563	219-0250-431.53-10	323-581-4657-532	16.61	N
	5151606	219-0250-431.53-10	323-588-1507-373	61.13	N
				3,992.96	

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AT&T MOBILITY	1/7-2/6/2014	111-9010-419.53-10	832433777	1,221.39	N
				1,221.39	
AT&T PAYMENT CENTER	2/07-3/06/2014	111-7010-421.53-10	335-266-3215-820-5	63.80	N
				63.80	
AUXILIARY SERVICES CORPORATION	INV0173	239-5060-463.56-41	NON CONFIDENTIAL RECORDS	300.00	N
				300.00	
AY NURSERY INC.	0079998	535-6090-452.61-20	STREET TREES-PARK HEDGES	1,650.26	N
				1,650.26	
B&L MASTERCARE	39999	535-6090-452.61-20	JUMBO TISSUE/BOWL BRUSH	528.69	N
	39968	535-6090-452.61-20	DISINFECTANT/URINAL SCREE	156.50	N
	39977	535-6090-452.61-20	PLASTIC BOWL BRUSH	8.61	N
	39922	220-8010-431.61-20	50 CASES OF 36X58 BLACK	1,803.95	N
				2,497.75	
BG PRINTING	24949	111-6010-451.61-20	BUSINESSCARDS-ADMIN STAFF	211.27	N
	24938	239-5030-465.61-20	BUSINESSCARDS-A. FONTANEZ	43.60	N
	24950	111-7030-421.61-20	BUSINESSCARDS-C. WIGGINS	42.25	N
	24934	111-7040-421.61-31	FORM: FIELD INFO CARD	131.70	N
	24920	221-8014-429.61-20	BUSINESSCARD-C. BILODEAU	30.18	N
				459.00	
BROKEN HORN INC	354535	226-9010-419.74-10	MOUNTED UNIT SUPPLIES	190.30	N
	354531	226-9010-419.74-10	MOUNTED UNIT SUPPLIES	216.91	N
	354533	226-9010-419.74-10	MOUNTED UNIT SUPPLIES	350.78	N

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				757.99	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 02/16/14	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	37,891.88	N
	PPE 02/16/14	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	22,132.96	N
	PPE 02/16/14	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	69,459.93	N
				129,484.77	
CALIFORNIA CONSULTING	102	111-0210-413.56-41	MAR 14 MONTHLY RETAINER	4,000.00	N
				4,000.00	
CARLA ENRIQUETA TORRES GARCIA	02/14-03/07/14	111-6060-466.33-20	CREATIVE LITTLE HANDS	134.40	N
	02/11-03/06/14	111-6060-466.33-20	PEE WEE SPORTS	44.80	N
				179.20	
CDW GOVERNMENT, INC.	KC98429	111-7040-421.61-31	VIEWSONIC MONITORS (8)	1,128.71	N
				1,128.71	
CECILIA PARK	18177-11384	681-0000-228.70-00	WATER DEPOSIT REFUND	200.00	N
				200.00	
CELL BUSINESS EQUIPMENT	IN1573628	111-7010-421.44-10	COPIER LEASE EXPENSE	535.57	N
				535.57	
CENTRAL FORD	227723	741-8060-431.43-20	MANIFORLD & GASKETS	321.76	N
	228106	741-8060-431.43-20	HORN REPAIR KIT	300.58	N
	226906	741-8060-431.43-20	E-VAP TUBE & SEALS	217.73	N
	227186	741-8060-431.43-20	THROTT.	255.88	N
				1,095.95	

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CESAR VASQUEZ	45479	111-0000-347.50-00	REFUND FOR KARATE	35.00	N
				35.00	
CHARTER COMMUNICATIONS	3/01-03/30/2014	121-7040-421.56-14	ACCT#8245100070389644	100.41	N
				100.41	
CITY OF HUNTINGTON PARK - STANDARD	PPE 03/02/14	802-0000-217.50-70	ADD LIFE INSURANCE	1,047.53	N
				1,047.53	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 03/02/2014	802-0000-217.30-30	SECTION 125	487.83	Y
				487.83	
CITY OF HUNTINGTON PARK GEA	PPE 03/02/2014	802-0000-217.60-10	PREPAID LEGAL SERVICES	146.95	Y
				146.95	
CLINICAL LAB OF SAN BERNARDINO, INC	933720	681-8030-461.56-41	JAN 14 WATER SAMPLE TEST	507.25	N
				507.25	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 03/02/2014	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	2,020.93	Y
				2,020.93	
COMSERCO, INC.	68066	111-7040-421.61-32	SERVICE LABOR	155.00	N
	68127	111-7040-421.61-32	PROGRAMMING	77.50	N
				232.50	
CONRAD S. CHACON	4/7-4/9/2014	111-7010-421.59-20	PER DIEM	45.00	N
				45.00	

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CONSOLIDATED DISPOSAL SERVICE	FY2012-2013	111-0000-222.75-00	CITY REMITTANCE SUMMARY	21,995.28	N
				21,995.28	
COSME LOZANO	04/14/2014	111-7010-421.59-30	REGISTRATION	37.50	N
	4/7-4-9/2014	111-7010-421.59-20	PER DIEM	45.00	N
				82.50	
COUNTY OF L.A. DEPT OF PUBLIC WORKS	REPW14021006309	221-8014-429.56-41	JAN 14 - TS MAINTENANCE	256.12	N
				256.12	
COUNTY OF LA DEPT OF PUBLIC WORKS	IN140000617	221-8014-429.56-41	TRAFFIC SIGNAL MAINTENANC	742.30	N
				742.30	
CSULB FOUNDATION	4/7-4/9/2014	111-7010-421.59-20	REGISTRATION -CHACON	260.00	N
	4/7-4/9/2014	111-7010-421.59-20	REGISTRATION -LOZANO	260.00	N
	05/5-05/07/2014	111-7010-421.59-20	REGISTRATION -DAVIS	326.00	N
				846.00	
DAPEER, ROSENBLIT & LITVAK	8144	239-7055-424.32-50	JAN 14	2,159.04	N
	8145	111-0220-411.32-20	JAN 14	2,558.23	N
				4,717.27	
DATA TICKET INC.	51995	111-7065-441.56-41	CITATION PROCESSING	100.00	N
	51976	111-7065-441.56-41	CITATION PROCESSING	432.00	N
				532.00	
DATAFONE COMMUNICATIONS	22043	111-9010-419.53-10	PROFESSIONAL SERVICES	175.00	N

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				175.00	
DAVID EVANS AND ASSOCIATES, INC.	340835	212-6010-451.73-10	LANDSCAP ARCHITECT SRVCS	404.15	N
				404.15	
DE LAGE LANDEN	40499428	111-0210-413.43-05	COPIER LEASE PAYMENT	64.05	N
	40499428	111-0230-413.43-05	COPIER LEASE PAYMENT	64.05	N
				128.10	
DELTA DENTAL	BE000749448	802-0000-217.50-20	MAR 14 DENTAL BENEFITS	7,797.07	N
				7,797.07	
DELTA DENTAL INSURANCE COMPANY	BE000751425	746-0214-413.52-70	MAR 14 DENTAL BENEFITS	3,578.43	N
				3,578.43	
DEPARTMENT OF ANIMAL CARE & CONTROL	JANUARY 14	111-7065-441.56-41	MONTHLY HOUSING COST	4,270.11	N
				4,270.11	
DESI ALVAREZ	FEBRUARY 2014	681-8030-461.56-41	CONSULTING SERVICES	3,136.00	N
	FEBRUARY 2014	283-8040-432.56-41	CONSULTING SERVICES	4,704.00	N
				7,840.00	
DISH NETWORK	03/09-04/08/14	111-7010-421.61-20	Acct#8255707080881936	57.00	N
				57.00	
DUGMORE AND DUNCAN , INC.	206035	111-6022-451.43-10	KEY BLANK	261.76	N
				261.76	

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EDUARDO GUERRERO	4/2-4/3/14	111-7010-421.59-10	PER DIEM	100.00	N
				100.00	
ELIAS MEZA	17113-13868	681-0000-228.70-00	WATER DEPOSIT REFUND	150.00	N
				150.00	
ELIZABETH MORA	44368	111-0000-347.20-00	REFUND - YOUTH BASKETBALL	40.00	N
				40.00	
EMBASSY SUITES LA QUINTA	CONF# 87139183	111-7010-421.59-10	LODGING-G. PRADO	216.73	N
	CONF# 80584143	111-7010-421.59-10	LODGING - R. MARETTI	216.73	N
				433.46	
ENVIRO COMMUNICATIONS, INC.	HP-03-14	222-4010-431.56-41	MAR 14 MONTHLY RETAINER	6,250.00	Y
	HP-DC-03-14	221-8014-429.56-41	MAR 14 FEDERAL TRACKER	1,000.00	Y
				7,250.00	
EPIC SPORTS, INC.	62911	535-6090-452.61-20	SET OF THREE BASES	527.40	N
				527.40	
ERNESTINA CASTILLO	45493	111-0000-347.50-00	REFUND PIANO CLASS	25.00	N
				25.00	
ESTELA RAMIREZ	02/11-03/06/14	111-6060-466.33-20	ZUMBA	92.00	N
	02/10-03/10/14	111-6060-466.33-20	MORNING AEROBICS	312.80	N
	02/11-03/06/14	111-6060-466.33-20	PILATES & AEROBICS	147.20	N
				552.00	

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EVAN BROOKS ASSOCIATES, INC	13009-2	220-8010-431.56-41	TRANS FUND/SERVICE ANALYS	400.00	N
	13009-1	334-4010-431.56-41	BICYCLE TRANS MASTER PLAN	1,974.00	N
	130011-7	334-4010-431.56-41	BICYCLE TRANS MASTER PLAN	1,101.05	N
				3,475.05	
F&A FEDERAL CREDIT UNION	PPE 03/02/14	802-0000-217.60-40	F & A CREDIT UNION	21,050.68	N
				21,050.68	
FACTORY MOTOR PARTS CO.	64-026214	741-8060-431.43-20	BATTERY PURCHASE (GARAGE)	224.51	N
	12-1676985	741-8060-431.43-20	FUEL PUMP KIT	235.47	N
	64-026626	741-8060-431.43-20	DEFECTIVE BATTERIES	-297.06	N
				162.92	
FAIR HOUSING FOUNDATION	JANUARY 2014	239-5210-463.57-87	HOUSING RIGHTS COUNSELING	846.83	N
				846.83	
FERMIN CASTILLO	00025	111-6020-451.61-35	DJ SENIOR VALENTINE DANCE	150.00	N
				150.00	
FINANCIAL PACIFIC INSURANCE CO.	FINAL-NO.6	212-6010-451.73-10	SLT TRAIL/IRRIG IMPROVE	50,853.83	N
				50,853.83	
FRANKIE VALLE	04/28-05/02/14	111-7010-421.59-20	TRAINING - F. VALLE	75.00	N
				75.00	
GERARDO A. MARTINEZ	FEBRUARY 2014	111-0110-411.56-41	INTERPRETING SERVICES	450.00	N
				450.00	

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GERARDO A. PRADO	04/02-04/03/14	111-7010-421.59-10	PER DIEM	100.00	N
				100.00	
GOODYEAR TIRE & RUBBER COMPANY	40101033	741-8060-431.43-20	4 WRANGLER HT TRUCK TIRES	576.81	N
				576.81	
GRAFFITI PROTECTIVE COATINGS INC.	2005-0114	111-8095-431.56-75	GRAFFITI REMOVAL SERVICES	6,175.00	N
	1005-0114	111-8095-431.56-75	GRAFFITI REMOVAL SERVICES	20,521.10	N
	1005-0114	239-8095-431.56-75	GRAFFITI REMOVAL SERVICES	4,666.66	N
				31,362.76	
GRAINGER	9361715700	535-8016-431.61-45	LASER DISTANCE METER	298.56	N
				298.56	
GUSTAVO HERNANDEZ	03/04/2014	111-6020-451.61-35	PURCHASE REIMBURSEMENT	21.57	N
	02/24/2014	111-6010-451.61-20	PURCHASE REIMBURSEMENT	13.90	N
	02/24/2012	111-6010-451.61-20	PURCHASE REIMBURSEMENT	9.95	N
	02/12/2014	111-6020-451.61-35	PURCHASE REIMBURSEMENT	95.10	N
				140.52	
HOVIG GARABEDIAN	03/01/2014	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	88.00	N
				88.00	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 03/02/2014	802-0000-217.60-10	POLICE MANAGEMENT DUES	140.00	Y
				140.00	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 03/02/2014	802-0000-217.60-10	POLICE OFFICER ASSN DUES	4,372.07	Y
				4,372.07	

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ITRON, INC.	320643	681-3022-415.43-05	SOFTWARE MAINTENANCE	562.48	N
				562.48	
JANO BEDERIAN	02/20/2014	111-6030-451.61-35	YOUTH BAKETBALL REFEREE	88.00	N
				88.00	
JCL BARRICADE	73549	286-8050-432.61-20	NO DUMPING SIGNS	4,149.94	Y
	14344	221-8012-429.61-20	57-STREET SWEEPING SIGNS	1,972.63	N
	14094	221-8012-429.61-20	2 ROLLS REFLECTIVE TAPE	145.25	N
				6,267.82	
JEFF WIGHTMAN	02/22&25,03/04	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	264.00	N
				264.00	
JERRYS TRANSMISSION SERVICE	37774	741-8060-431.43-20	REBUILT TRANSMISSION	1,981.00	N
				1,981.00	
JESSICA RAZO	45685	111-0000-347.50-00	REFUND HIP HOP	20.00	N
	45684	111-0000-347.20-00	REFUND YOUTH BASEBALL	55.00	N
				75.00	
JESUS E. VERDIELL	4/8-4/9/2014	111-7010-421.59-20	PER DIEM	75.00	N
				75.00	
JESUS MANUEL BUENFIL	15297-15080	681-0000-228.70-00	WATER DEPOSIT REFUND	50.00	N
				50.00	

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JOEL GORDILLO	MAR 2014	223-9010-419.56-41	FILMING FOR MARCH 2014	1,650.00	N
				1,650.00	
JOSEPH KEARNEY	02/20/2014	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	88.00	N
				88.00	
KAREN K. TRUONG	02/19/2014	111-7010-421.59-10	REG REIMBURSE - 02/19/14	25.00	N
				25.00	
KAREN WARNER ASSOCIATES	598	239-5060-463.56-41	FEB 14 CDBG/HOME PROGRAM	2,613.18	N
	598	246-5098-463.56-41	FEB 14 CDBG/HOME PROGRAM	2,964.21	N
				5,577.39	
KONICA MINOLTA PREMIER FINANCE	247898521	111-7040-421.44-10	COPIER LEASE PAYMENT	1,277.47	N
				1,277.47	
KURT J. CAMP	HP00046	111-7030-421.56-41	LAFIS DATABASE PRINTS	1,035.00	N
				1,035.00	
LA BUSINESS CONNECT, INC.	1234	239-5035-465.56-41	FEB 14 CONTRACTUAL SRVCS	1,000.00	N
				1,000.00	
LA COUNTY SHERIFF'S DEPT	143241DA	111-3013-415.56-41	HEARING OFFICER FEES	60.00	N
				60.00	
LA RAMOS WELDING	1066	221-8010-431.61-20	FABRICATE, INSTALL FENCE	900.00	N
				900.00	

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LA VOZ EDITORIAL	740152	111-3013-415.54-00	COLOR PAGE ADVERTISEMENT	250.00	N
				250.00	
LACMTA	800057850	219-0250-431.58-50	JAN 14 S/D TAP SALES	5,320.00	N
				5,320.00	
LB JOHNSON HARDWARE CO #1	662200	535-6090-452.61-20	EYE BOLT, LINK HOOK, HEX	80.15	N
	662028	221-8010-431.61-20	CUTTING WHEELS, FAST DRY	211.62	N
	662404	111-8022-419.43-10	PHONE CORD	16.33	N
				308.10	
LENA & VINCENT CHONG	21303-1826	681-0000-228.70-00	WATER FINAL BILL REFUND	84.45	N
				84.45	
LGP EQUIPMENT RENTALS INC	30993	221-8010-431.61-20	TEN SOLAR POWER BARRICADE	925.72	N
	32180	535-6090-452.61-20	STUMP GRINDER RENTAL	120.95	N
				1,046.67	
LIFESTEPS	5	242-5098-463.73-15	TENANT BASE ASSISTANCE	42,586.00	N
				42,586.00	
LOGAN SUPPLY COMPANY, INC.	80893	221-8014-429.61-20	TRAFFIC CABINET LOCKS	51.34	N
	81019	287-8055-432.61-20	GLOVES FOR CLEANUP EVENT	22.89	N
	80998	535-6090-452.61-20	MARKING PAINT	132.90	N
	81021	535-6090-452.61-20	3219 CITY LOCKS	57.88	N
	80962	221-8010-431.61-20	1 DZ BLACK MARKING PAINT	91.56	N
	80894	221-8010-431.61-20	6-3210KA MASTER LOCKS	51.34	N
				407.91	

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LONG BEACH BMW	99311	741-8060-431.43-20	ETERNAL BELT REPLACEMENT	152.94	N
				152.94	
LUIS ALFREDO OCHOA	2/25 - 02/27/14	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	176.00	N
				176.00	
LYNBERG & WATKINS APC	35129	745-9031-413.32-70	LEGAL SERVICES	1,738.85	N
	35257	745-9031-413.32-70	LEGAL SERVICES	170.75	N
	35259	745-9031-413.32-70	LEGAL SERVICES	3,518.16	N
	35258	745-9031-413.32-70	LEGAL SERVICES	3,968.50	N
				9,396.26	
MACKEY INDUSTRIAL REPAIR	1834	221-8010-431.61-20	MACHINE 2 PALS	80.00	N
				80.00	
MALADY TRUCK PARTS INC.	121484	741-8060-431.43-20	REFLECTOR STICK ON TYPE	24.20	N
	121449	741-8060-431.43-20	AIR SYSTEM LIFT VALVE KIT	98.07	N
				122.27	
MANAGED HEALTH NETWORK	3200002710	802-0000-217.50-60	MAR 14 HEALTH PREMIUM	1,456.56	N
				1,456.56	
MARGARITA REYES PEREZ	21455-21384	681-0000-228.70-00	WATER FINAL BILL REFUND	85.06	N
				85.06	
MARI HISPANIC RESEARCH	4910	111-0000-228.70-00	OVERPAYMENT REFUND	20.00	N
				20.00	

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MARKO MENDOZA	04/09-04/13/14	111-7010-421.59-20	PER DIEM	75.00	N
				75.00	
MOTOROLA INC	91494518	111-7010-421.61-20	SOFTWARE	274.41	N
				274.41	
NAPA PARTS WHOLESALE	069171	741-8060-431.43-20	OIL FILTERS #7060 NAPA	79.00	N
	069238	741-8060-431.43-20	WINDOW WASHER FLUID	39.04	N
	067617	741-8060-431.43-20	DRIVE BELT	57.88	N
				175.92	
NATION WIDE RETIREMENT SOLUTIONS	PPE 03/02/14	802-0000-217.40-10	DEFERRED COMP	22,499.45	N
				22,499.45	
NATIONAL SAFETY COMPLIANCE INC	219776	221-8010-431.61-20	20 SAFETY VIDEOS&LIBRARY	1,410.00	N
				1,410.00	
NEW CHEF FASHION INC.	741926	226-9010-419.74-10	TRAINING UNIFORMS	733.59	N
				733.59	
O'REILLY AUTO PARTS	2959-203319	741-8060-431.43-20	WINDOW MOTOR	44.91	N
	2959-203185	741-8060-431.43-20	PLUGS & WIRES	111.52	N
	2959-203948	741-8060-431.43-20	T-STAT, OUTLET, PLUGS	44.48	N
	2959-202755	741-8060-431.43-20	02 & TUNE-UP PARTS	360.30	N
	2959-202785	741-8060-431.43-20	OXYGEN SENSOR REAR	62.69	N
				623.90	

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OLDTIMERS FOUNDATION	0214-033	220-0250-431.56-43	HP TRANSPORTATION SERVICE	35,472.95	N
	0214-033	219-0000-340.30-00	HP TRANSPORTATION SERVICE	-6,632.30	N
	0214-033	219-0000-340.50-00	HP TRANSPORTATION SERVICE	-1,650.00	N
				27,190.65	
PEACH LOVE CALIFORNIA	18063	111-0000-321.10-00	OVERPAYMENT REFUND	1,200.00	N
				1,200.00	
PENSKE CHEVROLET	161475	741-8060-431.43-20	SENSOR REPAIRS	217.74	N
				217.74	
PERLA PULIDO	46091	111-0000-347.50-00	REFUND FOR PIANO CLASS	20.00	N
				20.00	
PRESS TELEGRAM CLASSIFIED	0010456464	111-5010-419.54-00	LEGAL ADVERTISEMENTS	763.55	N
				763.55	
PRUDENTIAL OVERALL SUPPLY	50563840	111-8022-419.43-10	2/11/14 -FLOOR MAT RENTAL	27.03	N
	50568136	111-6010-451.56-41	02/25/14-MAT CLEANING	38.83	N
	50568137	111-6010-451.56-41	02/25/14-MAT CLEANING	71.59	N
	50568139	111-7010-421.61-20	MAT CLEANING	15.90	N
	50568138	111-8022-419.43-10	MAT CLEANING-2/25/14	27.03	N
				180.38	
PSYCHOLOGICAL CONSULTING ASSOC, INC	0002232A	111-7010-421.56-41	PRE-EMPLOYMENT PSYCH	350.00	N
	0002247A	111-7010-421.56-41	PRE-EMPLOYMENT PSYCH	350.00	N
				700.00	

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RELIABLE OFFICE SUPPLIES	FGK67000	111-3010-415.61-25	PURCHASE OF COIN BAGS	207.97	N
				207.97	
RICHARD MARETTI	4/2-4/3/14	111-7010-421.59-10	PER DIEM	100.00	N
				100.00	
RICK CUIEL	02/28/2014	111-7030-421.61-20	REIMBURSEMENT DOG FOOD	45.77	N
				45.77	
RIO HONDO COLLEGE	S14-22ZHPK	111-7010-421.59-20	ENROLLMENT FEE	9.20	N
				9.20	
RIVERSIDE COUNTY SHERIFF'S DEPT	4/15-4/16/14	111-7010-421.59-20	REGISTRATION FEE-CASTELLI	68.00	N
	4/15-4/16/14	111-7010-421.59-20	REGISTRATION FEE-ESCOBAR	68.00	N
				136.00	
ROADLINE PRODUCTS INC	10417	221-8012-429.61-20	100 GAL. TRAFFIC RED	1,888.00	N
	10411	221-8012-429.61-20	PARTS FOR PAINTING TRUCK	1,020.24	N
				2,908.24	
ROBERTSONS	286907	111-8010-431.61-20	3.5 YARDS OF CONCRETE	490.50	N
				490.50	
RONALD S. DAVIS	1/25-1/26/14	111-7010-421.59-20	REIMBURSEMENT	150.00	N
				150.00	
ROSALINDA GONZALEZ	45632	111-0000-347.50-00	REFUND FOR KARATE	35.00	N
				35.00	

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S & A ENGINE, INC.	37698	741-8060-431.43-20	ENGINE CARBUREATOR	172.38	N
				172.38	
S & S WORLDWIDE, INC.	8012176	111-6020-451.61-35	RECREATION SUPPLIES	229.94	N
				229.94	
SAN BERNARDINO COUNTY SHERIFF-EVOC	4/28-5/2/14	111-7010-421.59-20	REGISTRATION- F. VALLE	100.00	N
				100.00	
SANCHEZ AWARDS	445	111-0110-411.61-20	CITY LOGO MUGS	137.50	N
				137.50	
SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2072285	681-8030-461.73-31	2IN WATER SERVICE INSTALL	10,520.00	N
	STES 2071897	681-8030-461.73-31	4IN FIRE SERVICE INSTALL	27,422.00	N
	STES 2071896	681-8030-461.56-41	CHLORINE COST INCREASE	11,332.96	N
				49,274.96	
SKILLPATH SEMINARS	10727903	111-6010-451.64-00	REGISTRATION- S. SALDIVAR	149.00	N
	10727904	111-6010-451.64-00	REGISTRATION-S. MATAMOROS	149.00	N
				298.00	
SKS INC	N746037-IN	741-8060-431.62-30	55 GAL BULK MOTOR OIL	584.03	N
				584.03	
SMART & FINAL	103766	111-0230-413.61-20	MIXED FRUIT	7.84	N
	103767	111-0230-413.61-20	YOGURT	4.49	N
				12.33	

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SONIA MATAMOROS	2/14/2014	111-6020-451.61-35	PURCHASE REIMBURSEMENT	110.90	N
				110.90	
SOUTH COAST AIR QUALITY MGMT DISTR.	2677633	741-8060-431.43-20	OPERATING FEES INVOICE	317.07	N
	2678511	741-8060-431.43-20	FY13-14 EMISSIONS FEE	117.87	N
				434.94	
SOUTHERN CALIFORNIA EDISON	1/17-2/18/2014	111-8020-431.62-10	2-01-855-1671	990.63	N
	1/17-2/18/2014	111-8020-431.62-10	2-01-855-1747	41.46	N
	1/17-2/18/2014	111-6022-451.62-10	2-01-855-1630	28.17	N
	1/17-2/18/2014	111-6022-451.62-10	2-03-994-9920	146.05	N
	1/17-2/18/2014	111-6022-451.62-10	0-03-995-0639	1,235.83	N
	1/17-2/18/2014	111-6022-451.62-10	2-34-797-7555	1,416.12	N
	1/17-2/18/2014	111-6022-451.62-10	2-01-855-1812	1,107.50	N
	1/17-2/18/2014	111-6022-451.62-10	2-01-855-1754	567.83	N
	1/17-2/18/2014	681-8030-461.62-20	2-01-855-1754	567.83	N
	1/17-2/18/2014	681-8030-461.62-20	2-01-855-1713	3,599.78	N
	1/17-2/18/2014	535-8016-431.62-10	2-28-666-9312	127.83	N
	1/17-2/18/2014	535-8016-431.62-10	2-28-666-9395	98.76	N
	1/17-2/18/2014	535-8016-431.62-10	2-28-688-3483	84.15	N
	1/17-2/18/2014	535-8016-431.62-10	2-28-688-3616	124.62	N
	1/17-2/18/2014	535-8016-431.62-10	2-28-688-3871	142.52	N
	1/17-2/18/2014	535-8016-431.62-10	2-28-688-3939	110.07	N
	1/17-2/18/2014	535-8016-431.62-10	2-28-688-4184	207.16	N
	1/17-2/18/2014	535-8016-431.62-10	2-28-688-4218	46.66	N
	1/20-2/19/2014	535-8016-431.62-10	2-29-179-3420	403.60	N
	1/17-2/18/2014	535-8016-431.62-10	2-29-179-3487	166.92	N
01/13-02/11-14	535-8016-431.62-10	2-29-179-3537	132.35	N	

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SOUTHERN CALIFORNIA EDISON	1/13-2/11/2014	535-8016-431.62-10	2-29-179-3610	129.18	N
	1/20-2/19/2014	535-8016-431.62-10	2-29-179-3701	69.13	N
	1/13-2/11/2014	535-8016-431.62-10	2-29-179-3792	145.78	N
	1/20-2/19/2014	535-8016-431.62-10	2-29-179-3826	128.94	N
	1/20-2/19/2014	535-8016-431.62-10	2-29-179-3867	130.93	N
	1/20-2/19/2014	535-8016-431.62-10	2-29-265-1031	100.61	N
	1/20-2/19/2014	535-8016-431.62-10	2-29-265-1130	84.21	N
	1/17-2/18/2014	535-8016-431.62-10	2-29-265-1205	418.66	N
	1/17-2/18/2014	535-8016-431.62-10	2-29-265-1387	72.12	N
	1/17-2/18/2014	535-8016-431.62-10	2-29-265-1403	136.03	N
	1/17-2/18/2014	535-8016-431.62-10	2-29-265-1494	254.88	N
	1/17-2/18/2014	535-8016-431.62-10	2-31-764-2304	179.49	N
	12/30-2/19/14	535-8016-431.62-10	2-28-120-2671	1,044.80	N
				14,240.60	
SPARKLETTS	4532412020614	111-1010-411.61-20	1/13-2/4/14 WATER DLVRY	11.48	N
	4533656020614	111-0210-413.61-20	1/28-2/4/14 WATER DLVRY	31.97	N
	4533656020614	111-0110-411.61-20	1/28-2/4/14 WATER DLVRY	31.98	N
	4533656020614	111-0230-413.61-20	1/28-2/4/14 WATER DLVRY	31.97	N
				107.40	
STACY MEDICAL CENTER	3160-35658	111-7022-421.56-15	CUSTODY BLOOD DRAW	895.00	N
	3160-36332	111-7022-421.56-15	CUSTODY BLOOD DRAW	1,755.00	N
	3160-35407	111-7022-421.56-15	CUSTODY BLOOD DRAW	369.38	N
				3,019.38	
STANDARD INSURANCE COMPANY	MARCH 2014	802-0000-217.50-70	EMPLOYEE LIFE INSURANCE	8,211.40	N
				8,211.40	

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STEVEN A. THORESON	2/12/2014	111-7045-421.61-20	PURCHASE REIMBURSEMENT	161.14	N
				161.14	
STI-CO INDUSTRIES INC	0119619	111-7010-421.61-20	COVERT BUMPER ANTENNA	357.30	N
	010116	111-7010-421.61-20	COVERT BUMPER ANTENNAS	1,450.73	N
				1,808.03	
STOVER SEED COMPANY	0839467	535-6090-452.61-20	TURF SEED	327.00	N
				327.00	
SUSAN SAXE CLIFFORD PHD	14-0219-4	111-7010-421.56-41	PSYCHOLOGICAL EVALUATION	1,350.00	N
	14-0226-3	111-7010-421.56-41	PSYCHOLOGICAL EVALUATION	1,350.00	N
	14-0227-3	111-7010-421.56-41	PSYCHOLOGICAL EVALUATION	900.00	N
	14-0225-4	111-7010-421.56-41	PSYCHOLOGICAL EVALUATION	900.00	N
				4,500.00	
TELEPACIFIC COMMUNICATIONS	53527310-0	111-7010-421.53-10	CITY INTERNET SERVICES	548.58	Y
	53527310-0	111-9010-419.53-10	CITY INTERNET SERVICES	1,162.71	Y
				1,711.29	
THE FORMS DESK, INC.	23758	111-3010-415.61-20	BUSINESS CARDS	43.50	N
				43.50	
THE GAS COMPANY	12/05-01/8/2014	681-8030-461.62-20	Acct # 024-400-5700	55.51	N
	1/8-2/7/2014	111-6022-451.62-10	Acct # 038-340-0782	62.05	N
	1/10-2/11/2014	111-6022-451.62-10	Acct # 057-261-1221	95.16	N
	1/9-2/10/2014	111-8020-431.62-10	Acct # 128-200-7700	498.55	N
	1/8-2/7/2014	111-7020-421.62-10	Acct # 158-400-4800	640.76	N

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THE GAS COMPANY	1/9-2/10/2014	111-6022-451.62-10	Acct # 161-800-7700	324.45	N
	1/9-2/10/2014	111-8022-419.62-10	Acct # 162-600-4800	475.37	N
	1/9-2/10/2014	111-6022-451.62-10	Acct # 164-700-4800	134.89	N
	1/9-2/10/2014	111-6022-451.62-10	Acct # 180-797-9760	80.94	N
				2,367.68	
TIFCO INDUSTRIES	70927772	741-8060-431.43-20	MISC. GARAGE SUPPLIES	337.98	N
				337.98	
TOMARK SPORTS	95896733	111-6030-451.61-35	SPORTS SUPPLIES	88.99	N
	95896733	111-6040-451.61-35	SPORTS SUPPLIES	69.34	N
				158.33	
TRAFFIC PARTS	381575	221-8014-429.61-20	TRAFFIC SIGNAL PARTS	262.50	N
				262.50	
TYCO INTEGRATED SECURITY	20663583	111-7010-421.56-41	JAN 14 ALARM SERVICES	2,702.25	N
				2,702.25	
U.S. BANK	PPE 03/02/2014	802-0000-217.30-20	PARS-PART TIME	1,347.48	Y
	PPE 03/02/2014	802-0000-217.30-20	CITY OF HP-PARS EMPLOYEE	3,591.27	Y
	PPE 03/02/2014	802-0000-218.10-05	CITY OF HP-PARS EMPLOYER	16,064.32	Y
				21,003.07	
U.S. HEALTH WORKS	2453698-CA	111-0230-413.56-41	POLICE CADET PE	277.00	N
	2446739-CA	111-0230-413.56-41	DS RANDOM DOT	100.00	N
	2311466-CA	111-0230-413.56-41	DS RANDOM DOT	95.00	N
	2368685-CA	111-0230-413.56-41	DS RANDOM DOT	35.00	N

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U.S. HEALTH WORKS	2382009-CA	111-0230-413.56-41	ASST REC LEADER	207.00	N
				714.00	
UNIFIED NUTRIMEALS	0224286-IN	111-6055-451.57-42	YOUTH NUTRITION PROGRAM	1,311.30	N
				1,311.30	
UNITED HAY COMPANY	3/7/2014	226-9010-419.74-10	HAY PURCHASE	7,384.36	Y
				7,384.36	
UNITED WAY OF GREATER	PPE 03/02/2014	802-0000-217.60-20	UNITED WAY	5.00	Y
				5.00	
UNIVERSAL SPECIALTIES INC	62424	111-6022-451.43-10	SHOWER VALVES,SEAT WRENCH	489.19	N
	63355	111-6022-451.43-10	CREDIT RETURN	-96.10	N
				393.09	
UPS	0000F911X6094	111-7010-421.61-20	UPS SHIPPING CHARGES	27.32	N
	0000F911X6084	111-7010-421.61-20	UPS SHIPPING CHARGES	29.76	N
				57.08	
VALLARTA COLLISION & BODY SHOP INC.	1191340	741-8060-431.43-20	COMPLETE PAINT CHANGE	1,999.99	N
	21814	741-8060-431.43-20	COLLISION REPAIRS	1,010.65	N
	21814	741-8060-431.43-20	REAR BUMPER REPAIR	275.00	N
				3,285.64	
VERIZON WIRELESS	9720195346	111-9010-419.53-10	Acct # 572557978-00001	141.38	N
				141.38	

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VICTOR SMOG TEST CENTER	26642	741-8060-431.43-20	EMISSIONS TESTING	33.00	N
	26720	741-8060-431.43-20	EMISSIONS TESTING	33.00	N
	26432	741-8060-431.43-20	EMISSIONS TESTING	33.00	N
				99.00	
VICTORY POLICE MOTORCYCLES	190	741-8060-431.43-20	PARTS-REPAIR DAMAGED MOTO	3,137.53	Y
				3,137.53	
VULCAN MATERIALS COMPANY	70266847	220-8010-431.61-20	1 TON ASPHALT	75.91	N
	70231271	220-8010-431.61-20	1 TON ASPHALT	77.39	N
	70231272	220-8010-431.61-20	1 TON ASPHALT	76.65	N
	70238410	220-8010-431.61-20	1.02 TON ASPHALT	78.87	N
	70238409	220-8010-431.61-20	1 TON ASPHALT	77.39	N
	70240791	220-8010-431.61-20	1 TON ASPHALT	78.13	N
	70242779	220-8010-431.61-20	1 TON ASPHALT	77.39	N
	70253166	220-8010-431.61-20	1 TON ASPHALT	75.91	N
	70253165	220-8010-431.61-20	1 TON ASPHALT	76.65	N
	70266848	220-8010-431.61-20	1 TON ASPHALT/ SS1H GAL	166.77	N
	70251319	220-8010-431.61-20	1 TON ASPHALT/ SS1H GAL	172.77	N
	70233723	220-8010-431.61-20	2TON ASPHALT/ SS1H GAL	150.77	N
	46814	220-8010-431.61-20	LATE CHARGES	26.93	N
				1,211.53	
WELLS FARGO	1/27/14-2/21/14	745-0230-413.64-00	ICMA WEB TRAINING LUNCH	1.01	Y
	1/27/14-2/21/14	745-0230-413.64-00	ICMA TRAINING	3.00	Y
	1/27/14-2/21/14	111-0210-413.64-00	STAFF LUNCH MTG 02/13	88.02	Y
	1/27/14-2/21/14	111-0110-411.66-05	COUNCIL DINNER 2/18/14	143.21	Y
	1/27/14-2/21/14	111-0110-411.66-05	ICMA PUBLICATIONS	168.55	Y

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3/17/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WELLS FARGO	1/27/14-2/21/14	111-0110-411.58-18	CA CONTRACT CITIES ASSOC	525.00	Y
	1/27/14-2/21/14	111-0210-413.64-00	ICFA-ENERGY RETRO SEMINAR	25.00	Y
	1/27/14-2/21/14	111-3010-415.64-00	ICFA-ENERGY RETRO SEMINAR	25.00	Y
	1/27/14-2/21/14	111-7010-421.59-30	TRAINING 2/13 AB109	60.00	Y
	1/27/14-2/21/14	111-7010-421.59-10	LODGING-J.CISNEROS	258.71	Y
	1/27/14-2/21/14	111-7010-421.59-10	TRAINING - USE OF FORCE	65.00	Y
	1/27/14-2/21/14	111-7010-421.59-10	TRAINING - MENTAL ILLNESS	40.00	Y
	1/27/14-2/21/14	111-0210-413.64-00	AMPCO PARKING-MTA	4.00	Y
	1/27/14-2/21/14	111-0210-413.61-20	CM ADAPTER	26.99	Y
	1/27/14-2/21/14	111-3010-415.64-00	LODGING-J. MORALES	576.02	Y
	1/27/14-2/21/14	111-3010-415.64-00	TRAVEL - J. MORALES	583.00	Y
	1/27/14-2/21/14	111-0110-411.66-05	COUNCIL DINNER	145.00	Y
	1/27/14-2/21/14	741-8060-431.62-30	FUEL FOR CITY CAR	37.48	Y
	1/27/14-2/21/14	111-3010-415.64-00	YELLOW CAB - GFOA 2014 CO	18.86	Y
	1/27/14-2/21/14	111-3010-415.64-00	TAXI MAGIC - GFOA 2014 CO	23.64	Y
	1/27/14-2/21/14	111-3010-415.64-00	LA PARK	38.85	Y
	1/27/14-2/21/14	111-3010-415.64-00	LUNCH MEETING	51.24	Y
	1/27/14-2/21/14	741-8060-431.62-30	FUEL FOR CITY CAR	42.29	Y
	1/27/14-2/21/14	111-3010-415.64-00	EL POLLO LOCO	12.60	Y
	1/27/14-2/21/14	239-5030-465.64-00	ICSC-MEMBERSHIP	50.00	Y
	1/27/14-2/21/14	239-5030-465.64-00	ICSC-REGISTRATION	185.00	Y
	1/27/14-2/21/14	741-8060-431.62-30	FUEL FOR CITY CAR	43.02	Y
	1/23-2/21/14	111-0110-411.61-20	KEY BOARD FOLIO CASES	209.12	Y
				3,449.61	
WELLS FARGO BANK-FIT	PPE 03/02/14	802-0000-217.20-10	WELLS FARGO BANK-FIT	57,812.52	N
				57,812.52	
WELLS FARGO BANK-MEDICARE	PPE 03/02/14	802-0000-217.10-10	WELLS FARGO BANK-MEDICARE	7,502.78	N

CITY OF HUNTINGTON PARK

Date: 3/13/2014

Demand Register

3/17/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				7,502.78	
WELLS FARGO BANK-SIT	PPE 03/02/14	802-0000-217.20-20	WELLS FARGO BANK-SIT	21,652.71	N
				21,652.71	
WESTERN EXTERMINATOR COMPANY	1960991	535-6090-452.56-60	JAN 14 EXTERMINATOR SRVCS	123.00	N
	1960991	111-6022-451.56-41	JAN 14 EXTERMINATOR SRVCS	285.00	N
	1960991	111-8022-419.56-41	JAN 14 EXTERMINATOR SRVCS	43.00	N
	1960991	111-8020-431.56-41	JAN 14 EXTERMINATOR SRVCS	59.00	N
				510.00	
WESTERN FENCE & SUPPLY CO	17831-43568	221-8010-431.61-20	6" x 6" PLATES	46.46	N
				46.46	
WOOD OIL COMPANY	45865	741-8060-431.62-30	GENERATOR DIESEL FUEL	454.54	N
	45866	741-8060-431.62-30	GENERATOR DIESEL FUEL	644.70	N
	45864	741-8060-431.62-30	GENERATOR DIESEL FUEL	895.37	N
				1,994.61	
XEROX CORPORATION	071908413	111-8020-431.43-05	DEC 13 COPIER METER PYMNT	120.99	N
	071908413	285-8050-432.43-05	DEC 13 COPIER METER PYMNT	120.98	N
	071908413	681-8030-461.43-05	DEC 13 COPIER METER PYMNT	120.98	N
	072872770	111-7030-421.44-10	FEB 14 COPIER BASE CHARGE	694.36	N
				1,057.31	
YAIID MORENO	2/27/2014	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	88.00	N
				88.00	

CITY OF HUNTINGTON PARK
Demand Register
3/17/2014

Date: 3/13/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
YESENIA MARTINEZ	43465	111-0000-347.50-00	REFUND- YOUTH BASKETBALL	60.00	N
				60.00	
ZUMAR INDUSTRIES, INC.	0150811	535-6090-452.61-20	FARMERS MARKET SIGNS	301.04	N
				301.04	
				731,122.26	

CITY OF HUNTINGTON PARK

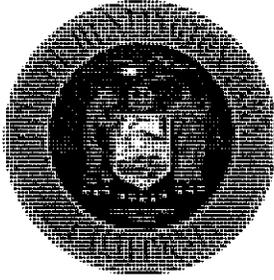
WARRANT REGISTER

03/17/2014

SALARY CHARGES OF EMPLOYEES: PAY PERIOD ENDING

PPE 03/02/2014

<u>FUND</u>	<u>FUND DESCRIPTION</u>	<u>AMOUNT</u>
111	GENERAL FUND	554,822.00
212	P & R GRANTS	
215	TREES FOR A BETTER ENVIROMENT	176.53
216	EMPLOYEE RETIREMENT FUND	
219	SALES TAX-TRANSIT FUND - A	4,696.01
220	SALES TAX-TRANSIT FUND - C	4,637.84
221	STATE GASOLINE TAX FUND	28,994.83
222	MEASURE R	
224	OFFICER TRAFFIC SAFETY	
226	AIR QUALITY IMPROVEMENT	
227	OFFICE OF CRIMINAL JUSTICE	
228	POLICE SUPP LAW ENF SERV	
229	ASSET FORFEITURE	3,158.35
231	PARKING SYSTEM FUND	6,906.78
232	ART IN PUBLIC PLACES FUND	
239	FEDERAL CDBG FUND	13,674.89
242	HUD HOME PROGRAM	7,199.91
246	PROPERTY REHABILITATION	
283	SEWER MAINTENANCE FUND	250.72
285	SOLID WASTE MANAGEMENT FUND	2,104.64
286	ILLEGAL DISPOSAL ABATEMENT	1,260.47
287	SOLID WASTE RECYLCE GRANT	948.55
334	PED/BIKE PATH FUND	
335	ENERGY EFFICIENT GRANT	
349	CAPITAL IMPROVEMENT FUND	
533	BUSINESS IMPROVEMENT DISTRICT FUND	
535	STREET LT & LDSCPE ASSMT FUND	
681	WATER DEPARTMENT FUND	11,002.98
741	FLEET MAINTAINENCE FUND	9,080.93
745	RISK MANAGEMENT FUND	4,090.09
746	EMPLOYEE BENEFIT FUND	7,691.35
	GRAND TOTAL	<u><u>660,696.87</u></u>



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

March 17, 2014

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:

RESOLUTION IN SUPPORT OF LEGISLATION REGARDING THE ALLOCATION OF REVENUES GENERATED FROM VOTER-APPROVED TAXES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a resolution in support of legislation regarding the allocation of revenues generated from voter-approved taxes in a manner consistent with voter intent.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This year the State Department of Finance (DOF) directed counties to treat certain voter-approved taxes, such as pension taxes and public safety taxes, as Redevelopment Property Tax Trust Fund (RPTTF) revenues. RPTTF revenues are redistributed to various taxing agencies, such as school districts, counties, water districts, and flood control districts, among others.

Prior to the dissolution of redevelopment, Los Angeles County would distribute the City's Pension Taxes through both its property tax distribution and its tax increment payment. The City would subsequently redistribute pension tax monies from the tax increment fund into the pension tax fund, via an internal accounting process.

DOF's direction to treat voter-approved monies, such as the City's Pension Tax, effectively circumvents the voters' intent. The City is seeking to redress this matter by pursuing both legal and legislative remedies.

Since January 2014, the City has coordinated and hosted roundtable discussions with the other affected cities to seek a collaborative solution to this issue. Certain cities – including Huntington Park – will continue to pursue legal action to address this issue on an individual basis. However, a joint legislative solution is currently being pursued to address this issue on a statewide basis.

RESOLUTION IN SUPPORT OF LEGISLATION REGARDING THE ALLOCATION OF REVENUES GENERATED FROM VOTER-APPROVED TAXES

March 17, 2014

Page 2 of 2

The City of Huntington Park has joined with nine other local cities and the office of Sen. Ricardo Lara to support state legislation requiring voter-approved tax revenue to be used for its intended purpose. Each participating city will adopt a resolution in March 2014 to formally support legislation to ensure that voter-approved tax revenues are used for their intended purpose.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Huntington Park voters approved a citywide tax in 1976 to pay a portion of employee pension costs. The City generates \$5.1 million in annual pension tax revenues (\$2.4 billion assessed property value x 0.21% pension tax rate). Approximately \$2.5 million in pension tax revenues are being withheld by LA County and redistributed to other agencies.

The proposed legislation will seek to ensure that voter-approved tax revenues will be allocated to the appropriate agency and used for its voter-intended purpose.

CONCLUSION

Upon approval, staff will continue to take the necessary steps to support state legislation consistent with the resolution.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO MORALES
Director of Finance

ATTACHMENTS

A. Resolution

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

1 percentages, such that revenue generated from the Voter-Approved Taxes is being distributed to
2 other taxing entities when those revenues should be distributed to the City;

3 WHEREAS, the City desires to support legislation that provides county auditor-controllers
4 must allocate revenues generated from a local jurisdiction's voter-approved tax(es), after the
5 subtraction of monies needed to pay for prior obligations for which the voter-approved tax has
6 been pledged (if any), directly to the taxing entity that imposed the voter-approved tax; and

7 WHEREAS, the City desires to express its support of legislation that would effectuate the
8 above intent and urges the California Legislature to enact, and the Governor to approve, such
9 legislation.

10 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON
11 PARK HEREBY RESOLVES AS FOLLOWS:

12 **SECTION 1.** The foregoing recitals are true and correct and are a substantive part
13 of this Resolution.

14 **SECTION 2.** The City supports and encourages the Legislature to pass legislation
15 that would require revenues generated from a taxing entity's voter-approved tax(es) to be collected
16 and allocated, after the subtraction of monies needed to pay for prior obligations for which the
17 voter-approved tax has been pledged (if any), directly to the taxing entity that imposed the voter-
18 approved tax.

19 **SECTION 3.** The City supports and encourages the Governor to sign such
20 legislation into law.

21 **SECTION 4.** The City hereby authorizes the City Manager or his designee to take
22 all actions necessary to carry out the intent of this Resolution. This authorization includes, but is
23 not limited to: (1) sending letters in support of legislation that furthers the above intent to the
24 California Legislature; (2) sending letters in support of legislation that furthers the above intent to
25 the Governor; (3) proposing and drafting amendments to legislation that furthers the above intent;
26 and (4) to contacting and coordinating with other taxing entities that levied taxes similar to the
27 Voter-Approved Taxes to request their support.
28

1 PASSED, APPROVED AND ADOPTED this ___ day of _____, 2014.

2

3

4

MARIO GOMEZ, MAYOR

5

6 ATTEST:

7

8

ROCIO MARTINEZ SR., DEPUTY CITY CLERK

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(SEAL)

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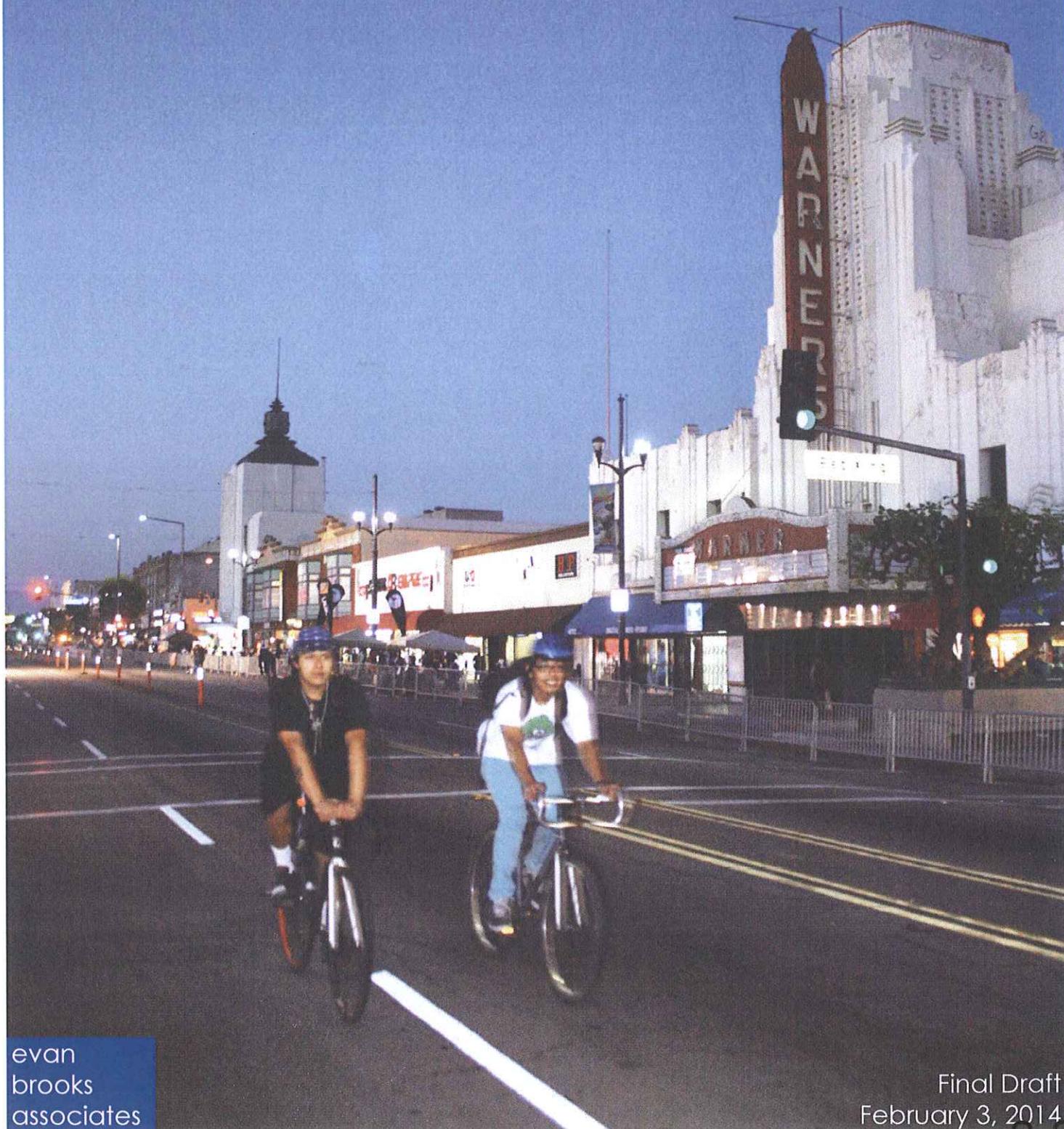
26

27

28

CITY OF HUNTINGTON PARK

BICYCLE TRANSPORTATION MASTER PLAN



CITY OF HUNTINGTON PARK BICYCLE MASTER PLAN

Huntington Park Acknowledgements

City Council

Mario Gomez, Mayor
Rosa E. Perez, Vice Mayor
Ofelia Hernandez
Valentin P. Amezcuita
Karin Macias

Health and Education Commission

Samuel E. Florez
Victoria Herrera
Victor Dominguez
Martha Walker
Leticia Martinez

City Staff

Renee Bobadilla, City Manager
James Enriquez, Director of Public Works/
City Engineer
Julio F. Morales, Director of Finance

Planning Commission

Eddie Benitez
Eddie Carvajal
Veronica Lopez
Laura Herrera
Juan Anaya

Parks, Arts, Recreation, & Culture Commission

Steve Martinez
Allan Ramirez
Johnny Pineda Gomez
Betty Davis Gonzalez
Jackie Gutierrez
Jessica Gomez
Bertha Lopez

Manny Acosta, Housing & Community Development
Director
Josette Espinoza, Director of Parks and Recreation

Further Acknowledgements

Evan Brooks Associates

Hal Suetsugu, Project Principal
Art Cueto, Project Manager
Jorge Zarza, Graphic Designer

Los Angeles County Bicycle Coalition

Eric Bruins, Planning and Policy Director

Prepared for:



6550 Miles Avenue
Huntington Park, CA 90255
323-582-6161
www.huntingtonpark.org

Prepared by:

evan
brooks
associates

215 West 7th Street, Suite 610
Los Angeles, CA 90014
626-458-3203
www.ebaplanning.com

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1.0 INTRODUCTION

1.1 Plan Purpose

This plan's purpose is to implement the provisions of the State of California's Bicycle Transportation Account program as stipulated in the Streets and Highways Code (SHC) Section 890-894.2 – California Bicycle Transportation Act (BTA). The BTA's purpose is to establish a bicycle transportation system that is designed and developed to achieve the functional commuting needs of the employee, student, business person, and shopper as the foremost consideration in route selection, to have the physical safety of the bicyclist and bicyclist's property as a major planning component, and have the capacity to accommodate bicyclists of all ages and skills.

This Bicycle Master Plan has been prepared to identify a shared vision, supported by strategies and actions, for improving conditions for bicycling for all user groups and abilities within the City of Huntington Park. The Plan recommends policies and strategies designed to increase the level of bicycle ridership within the city and the frequency and distance of bicycle trips. It provides a direction for expanding the city's existing bicycle network by closing and connecting gaps, and ensuring improved local and regional connectivity. The Plan provides information and recommendations for bicycle encouragement, enforcement, education, and evaluation programs (Four E's), as well as recommendations and design guidelines for both bicycle and bicycle-support facilities.

1.2 Bicycle Transportation Account Compliance

The City's preparation and adoption of this plan, along with Metro and Caltrans' review and approval, will qualify the City to receive funding through the BTA program for projects and programs that improve safety for bicycle commuters and increase bicycle travel within Huntington Park. The plan complies with the BTA requirements stipulated in SHC § 89.1.2. Table 1.1 shows the location of these required components within the plan.

Table 1.1 Bicycle Transportation Account Requirements Checklist

Requirement	Page	Approved
a. Establish the number of existing bicycle commuters in the plan area and the estimated increase in the number of bicycle commuters resulting from the plan's implementation.	45	
b. A map and description of existing and proposed land use and settlement patterns which shall include, but are not limited to, location of residential neighborhoods, schools, shopping centers, public buildings, and major employment centers.	18	
c. A map and description of existing and proposed bikeways.	41	
d. A map and description of existing and proposed end-of-trip bicycle parking facilities. These shall include, but are not limited to parking at schools, shopping centers, public buildings, and major employment centers.	44	
e. A map and description of existing and proposed bicycle transportation and parking facilities for connections with and use of other transportation modes. These shall include, but are not limited to, parking facilities at transit stops, rail and transit terminals, ferry docks and landings, park-and-ride lots, and provisions for transporting bicycles on transit or rail vehicles, or ferry vessels.	44	
f. A map and description of existing and proposed facilities for changing and storing clothes and equipment. These shall include, but are not limited to, lockers, restrooms, and shower facilities located near bicycle parking facilities.	44	
g. A description of bicycle education and safety programs conducted in the area included within the plan, efforts by the law enforcement agency having primary traffic law enforcement responsibility in the area to enforce provisions of the Vehicle Code pertaining to bicycle operation, and the resulting effect on accidents involving bicyclists.	65	
h. A description of the extent of citizen and community involvement in the development of the plan, including, but not limited to, letters of support.	33	
i. A description of how the bicycle transportation plan has been coordinated and is consistent with other local or regional transportation, air quality, or energy conservation plans, including, but not limited to, programs that provide incentives for bicycle commuting.	7	
j. A description of the projects proposed in the plan and a listing of their priorities for implementation.	60	
k. A description of past expenditures for bicycle facilities and future financial needs for projects that safety and convenience for bicycle commuters in the plan area.	57	

2.0 PLAN GOALS AND POLICIES

The Bicycle Master Plan's implementation will be guided by the following goals. These samples goals and policies are based on the Los Angeles County Bicycle Master Plan goals.

Overall Goal

Increase bicycling within the City of Huntington Park as a viable alternative to automobile travel through the coordinated planning and implementation of policies, programs, and infrastructure that support and facilitate bicycle travel for all user groups.

Goal 1 – Bicycle System

Implement an expanded system of interconnected bikeways and bicycle support facilities.

Objective 1.1 Construct bikeways proposed in the 2014 Huntington Park Bicycle Master Plan over the next ten years

- Policies**
- Propose bikeways that connect to transit stations, commercial centers, schools, libraries, cultural centers, parks, and other important activity centers and promote bicycling to these destinations.
 - Coordinate with neighboring cities and the County of Los Angeles to implement bicycle facilities that promote multijurisdictional connectivity.
 - Implement bicycle facilities proposed in this plan when reconstructing or widening existing streets.
 - Implement bicycle facilities proposed in this plan when completing road rehabilitation or street preservation projects, if the proposed bicycle facility can be added without the reducing vehicular lanes or on-street parking.

Objective 1.2 Modify the city's Municipal Code and policies that encourage additional bicycle facilities.

Objective 1.3 Coordinate with developers to provide bicycle facilities that link to key destinations and encourage increased bicycling.

- Policies**
- Require the implementation of bike lanes and bicycle support facilities along key corridors.
 - Require bicycle parking at key locations such as employment centers, parks, transit facilities, schools, and retail centers.

Objective 1.4 Support the development of bicycle facilities that encourage new riders.

- Policies**
- Support efforts to implement the city's Complete Streets policy that accounts for the needs of bicyclists, pedestrians, disabled persons, the elderly, and transit riders.
 - Provide landscaping along bikeways where appropriate.
 - Encourage the provision of end-of-trip facilities at key destinations.

Objective 1.5 Update the Bicycle Master Plan at least once every five years in order to maintain the city's eligibility to receive BTA funding, comply with updated environmental and funding policies, and to track the effects of the bike plan's implementation.

- Policy**
- Measure the effectiveness of the Bicycle Master Plan's implementation.

Objective 1.6 Develop a bicycle parking policy

- Policies**
- Identify locations within the city where bicycle parking facilities are needed and identify the appropriate type of facilities (i.e. inverted “U” style racks at retail stores or schools, bicycle lockers near transit facilities, etc.)
 - Establish bicycle parking design standards and requirements for all bicycle parking located on city-owned property or on private development.

Goal 2 – Safety

Increase the safety of all roadway users.

Objective 2.1 Implement projects that improve safety for bicyclists at key locations.

- Policy**
- Review traffic collision data in order to identify the location of automobile accidents involving bicyclists and potential problem areas.

Objective 2.2 Encourage the adoption of alternative street standards that improve safety for all users such as lane reconfiguration and traffic calming.

- Policies**
- Identify opportunities to remove travel lanes from roads where there is excess capacity in order to provide bicycle facilities.
 - Implement Bicycle Boulevards proposed in this plan.

Objective 2.3 Support traffic enforcement activities that increase the safety of bicyclists.

- Policies**
- Encourage the enforcement of traffic laws through the consistent citing of bicyclists, pedestrians, and motorists for moving violations as a means of improving bicycle and pedestrian safety.
 - Encourage targeted enforcement activities in areas with high bicycle and pedestrian traffic volumes.
 - Encourage law enforcement agencies to conduct enforcement activities on any Class I bike trail within the city.

Objective 2.4 Evaluate impacts on bicycle travel when designing new or reconfiguring existing streets.

- Policies**
- Encourage the development and use of traffic study criteria that accounts for bicycle and pedestrians.
 - Explore the feasibility of conducting biannual bicycle counts at key bikeways in order to gauge the effectiveness of the City’s in increasing bicycle travel.
 - Use alternative level of service (LOS) standards that account for bicycles and pedestrians once they are adopted by Caltrans.

Objective 2.5 Initiate local Safe Routes to School efforts

- Policy**
- Implement improvements that support safe bicycle travel to and from local schools.

Goal 3 – Education

Develop educational programs that promote safe bicycling.

Objective 3.1 Work with local school district(s) to implement a Safe Routes to School Program within the city.

- Policies**
- Offer bicycle skills and safety classes, and bicycle repair workshops.
 - Develop communications materials designed to improve safety for bicyclists, pedestrians, and motorists.

Objective 3.2 Consider bicycle safety campaigns aimed at bicyclists and motorists (i.e. public service announcements, print materials, etc.)

Objective 3.3 Train city staff involved in projects related to street design, construction, and maintenance to consider the safety of bicyclists in their work.

- Policies**
- Educate designers on the needs of bicyclists.
 - Educate maintenance personnel on the importance well maintained bicycle facilities.

Objective 3.4 Support training for staff of local schools.

- Policy**
- Work with staff from local schools to provide training bicyclists' rights and responsibilities pursuant to the California Vehicle Code.

Goal 4 – Encouragement Programs

Huntington Park's residents are encouraged to ride a bicycle for transportation and recreation.

Objective 4.1 Support organized bike rides or cycling events including those that may involve periodic street closures within the city.

Objective 4.2 Encourage increased commuting by alternative transportation modes.

- Policies**
- Promote Bike to Work Day/Bike to Work Month among city employees, employees of other public agencies, and private businesses located within the city.
 - Investigate options for incentivizing city employees to use bicycles and other non-motorized transportation modes to commute to work.
 - Expand the city's vehicle fleet to include alternative modes of transportation such as bicycles.

Objective 4.3 Develop maps, wayfinding signage, and pavement markings to assist bicyclists navigate local and regional bikeways.

Goal 5 – Community Support

Promote an increased support of the bicycle network and bicycle travel within the local community.

Objective 5.1 Support community involvement.

- Policies**
- Establish a community stakeholder group to assist with the Bicycle Master Plan's implementation.

- Organize and public workshops in order to encourage the active participation of residents and local stakeholders in the planning and implementation of bikeways and other bicycle-related improvements.

Objective 5.2 Create an on-line presence to improve the visibility of bicycling and bicycle-related issues within Huntington Park.

- Policies**
- Provide community updates regarding planned projects.
 - Provide community update regarding the temporary closure of local and regional bicycle facilities or bicycle support facilities, or maintenance issues.

Objective 5.3 Maintain efforts to gauge community interest and needs on bicycle-related issues.

- Policy**
- Conduct periodic on-line surveys to gauge community support or interest in bicycle-related issues.

Goal 6 – Funding

Secure funding for the Bicycle Master Plan’s implementation.

Objective 6.1 Implement the Bicycle Master Plan by identifying and securing funding from various local, regional, state, and federal sources.

- Policies**
- Support the use of innovative funding sources to implement the Bicycle Master Plan.
 - Support new bicycle funding opportunities that are proposed at all levels of government that impact the City.
 - Identify and pursue grant funding through programs that support the development of bicycle facilities.
 - Consider using bicycle facilities as mitigation for project-related vehicle trips.

3.0 POLICY FRAMEWORK

3.1 – City of Huntington Park

Huntington Park General Plan

The City of Huntington Park’s General Plan was adopted in 1991. The goals, policies, and implementation measures contained in the plan serve as a blueprint that helps guide the city’s physical development as per state law. The following section summarizes the key General Plan elements that address key issues including demographics, land use, transportation, public facilities, public safety, and economic development.

Land Use Element

The city intends to implement the goals and policies contained in the Land Use Element as a means of guiding future land use changes in a manner that is consistent with community objectives. These objectives include:

- Create consistent urban design in Huntington Park which includes development that is both architecturally and functionally compatible, and neighborhoods and commercial districts which are uniquely identifiable.
- Develop and promote a distinctive visual identity for Huntington Park, which capitalizes on the City’s regional local historic character.

Goal 4.0: Accommodate new development that is coordinated with the provision of infrastructure and public services.

Policy 4.6: Pursue alternative uses of the Southern Pacific Railroad right-of-way on Randolph Street, such as green space, parking areas, and bike paths, if the right-of-way is abandoned for rail use.

Circulation Element

The Circulation element is based on a set of circulation related goals that reflect and are designed to support the citywide General Plan objectives. The goals acknowledge the economic, social, and environmental conditions in the city and surrounding regions and anticipated needs of the community.

Local Thoroughfares and Transportation Routes

“An effective street system that facilitates the movement of vehicles and provides safe and convenient access to properties within the City as well as to locations in surrounding communities.”

Goal 1.0 Provide a system of streets that meets the needs of current and future residents and facilitates the safe and efficient movement of people and goods throughout the City.

Policy 1.1: Design each arterial with sufficient capacity to accommodate anticipated traffic volumes based on the intensity of existing and planned land use.

Policy 1.2: Design and employ traffic control measures to ensure that City streets and roads function with safety and efficiency.

Policy 1.3: Provide for the safe operation of traffic by adhering to national standards and uniform practices.

Policy 1.4: Coordinate street system improvements and signalization with regional transportation efforts.

Policy 1.5: Design local, collector, and residential streets to discourage their use as through traffic routes.

Bicycle and Pedestrian Facilities

There are currently no off-street bike paths or on-street bike lanes within the City. The presence of on-street parking and relatively narrow street widths make bicycle riding difficult. The City is interested in pursuing the addition of designated bicycle lanes in its jurisdiction.

Goal 5.0: Protect and encourage non-motorized transportation such as bicycle and pedestrian travel.

Policy 5.1: Provide for safety of pedestrians and bicycles by adhering to national standards and uniform practices.

Policy 5.2: Maintain existing pedestrian facilities and encourage new development to provide pedestrian walkways to adjacent developments.

Policy 5.3: Ensure accessibility of pedestrian facilities to the elderly and disabled.

Policy 5.4: Work with adjacent jurisdictions and the Los Angeles County Transportation Commission to develop a network of on-street bike lanes or off-street bike paths where they can be implemented consistently with other circulation and land use policies.

Policy 5.5: Encourage the provision of an accessible and secure area for bicycle storage at all new and existing developments.

Policy 5.6: Encourage provision of bicycle racks or storage facilities at areas of public forum.

Policy 5.7: Pursue alternative uses of the Southern Pacific Railroad right-of-way on Randolph Street, such as green space, parking areas, and bike paths, if the right-of-way is abandoned for rail use.

Bicycle Facility Plan

Bicycle facilities have not been incorporated into the current Huntington Park community. The presence of on-street parking and relatively narrow street width discourages potential bicycle riders. The potential for on-street bicycle lanes is limited due to the need to use streets for travel lanes and parking.

The potential for development of a bicycle path exists along Randolph Street if the rail right-of-way is abandoned. The City of Bell has a bicycle path along Randolph Street which could link with a path through Huntington Park. This path could also connect to a potential trail along the Los Angeles River being considered by Los Angeles County. Another connection to the Randolph Street bicycle path could be developed along the Public Facility easement parallel to Salt Lake Avenue and California Avenue through Muir Park and extending to Santa Ana Street.

The City will coordinate plans for new bicycle facilities with adjacent jurisdictions to ensure continuity.

Open Space and Conservation Element

As a means of guiding the conservation of natural resources and the creation and maintenance of open space in Huntington Park, the City intends to implement the goals and policies contained in this Open Space and Conservation Element. The objectives listed below provide the foundation for the Element's goals and policies:

- Improve regional and local air quality by implementing transportation programs and strategies identified in the Circulation Element.

Goal 1.0: Reduce air pollution through land use, transportation, and energy use planning.

Policy 1.5: Provide commercial areas that are conducive to pedestrian and bicycle circulation.

Policy 1.6: Encourage bike paths and lanes to reduce vehicular travel and air pollution. Bike paths could be developed along portions of the LADWP utility easement and along the Southern Pacific Railroad right-of-way on Randolph Street, should the right-of-way be abandoned. On-street bike lanes are encouraged in accordance with national standards and uniform practices. Cooperate and coordinate such efforts with the property owners and responsible jurisdictions.

Urban Design Element

Huntington Park's Urban Design Element provides the City with a phased improvement plan that can be implemented over a 10-15 year period with a reasonable level of resources. The city's built-out condition does not require overly-ambitious urban design plans to alter the city's fabric or change the basic nature of its existing districts. The challenge is to work carefully with existing assets and provide an overall visual structure that builds a city identity, links its neighborhoods, and increases awareness of its assets and resources.

Goal 2.0: Improve and strengthen the Huntington Park Central Business District as a local and regional shopping area with a unique pedestrian environment and diverse mix of goods and services.

Policy 2.5: Continue public improvements to upgrade circulation, access and parking.

Downtown Huntington Park Specific Plan (2008)

The Specific Plan's purpose is to "create a unique and identifiable downtown for Huntington Park that is an economically vibrant, pedestrian-oriented destination." The 85-acre project area is bounded by Randolph Street to the north, Florence Avenue to the South, Rugby Avenue to the west, and Santee Avenue to the east. The project area extends east of Santee Avenue along Zoe Avenue to Miles Avenue.

It strongly focuses on public space beautification including streetscapes, and storefront management as a way to improve the downtown area's ability to attract a higher quality and greater variety of businesses in order to improve the downtown area's economic competitiveness. The plan recommends that installation of additional bicycle racks along Pacific Boulevard in order to increase the "desirability" of bicycling as a transportation mode within the downtown area.

Huntington Park Complete Streets Policy (Policy 2012-18)

The City adopted its Complete Streets Policy in April 2012. This policy directs the city's planners and engineers to routinely design and operate the entire roadway right-of-way to enable safe access for all

users regardless of age, ability, or transportation mode. The policy defines complete streets as roadways designed to accommodate safe access and travel for all users including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities.

Huntington Park Municipal Code

Huntington Park's Municipal Code provides the following regulations that govern bicycle use within the City:

§ 9-3808 – Off Street Bicycle Parking Requirements

1. All nonresidential uses shall provide adequate locking facilities of bicycle parking at a location convenient to facility for which they are designated. The number and location of spaces shall be determined by the Review Authority.
2. For each bicycle parking space required, a stationary object shall be provided to which a user can secure one wheel and the frame of a bicycle with a user-provided cable and lock. The stationary object may be either a freestanding bicycle rack or a wall-mounted bracket.

§9-3.812 – Parking Reductions for Transportation System Management

Reductions in the number of required parking spaces may be granted through the approval of a Minor Conditional Use Permit when it is indicated that the reductions are warranted by the provision of Transportation System Management (TSM) measures which are designed to reduce the overall demand for vehicle trips to the site. The project proponent shall request the parking reduction in writing and shall describe the measures to be taken to reduce vehicle trips to the site. The maximum number of spaces reduced shall be ten (10) percent, or as determined by the Director when an approved demand analysis is submitted. The TSM program may include, but not be limited to, the following:

- H. Bikeway linkages to established bicycle routes
- J. On-site showers, lockers and bicycle storage facilities

§9-3.1404 – Transportation Demand Management Program requirements

All applicable projects shall prepare and implement a Transportation Demand Management (TDM) Program which will encourage increased ridesharing and the use of alternative transportation modes. A TDM Program shall include all of the requirements of this Section and may include the optional measures provided in Section 9-3-1405.

1. Projects 25,000 Square Feet Gross Floor Area and Above. All nonresidential projects/uses of 25,000 square feet and more shall provide a bulletin board, display case or kiosk displaying transportation information located where the greatest number of employees that are likely to see it. Information displayed shall include, but is not limited to, the following:
 - D. Bicycle route and facility information, including regional/local, bicycle maps and bicycle safety information; and
 - E. A listing of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site.

2. Projects 50,000 Square Feet Gross Floor Area and above. All nonresidential projects/uses of 50,000 square feet and more shall provide all of the measures outlined above in addition to the following:
 - B. Bicycle Parking. A bicycle parking/storage area shall be provided for use by employees and tenants, located in a secure location in close proximity to employee entrances. The minimum number of bicycle parking spaces to be provided shall be three (3) spaces for each 100 employees or fraction thereof. This requirement is in addition to bicycle parking requirements for the public as provided in Article 5 of this Chapter (Off-Street Parking Standards).

§9-3.1405 – Miscellaneous optional measures.

The following measures may be required by the Review Authority and incorporated into a project in order to further implement the intent of this Chapter.

1. Shower and locker facilities provided on-site for the use of employees/tenants who commute to the site by bicycle/walking or similar alternative transportation;

3.2 – Los Angeles County

Metro Los Angeles County Bicycle Transportation Strategic Plan (2006)

The Los Angeles County Metropolitan Transportation Authority (Metro) serves as Los Angeles County's regional transportation planning agency (RTPA). It is the primary local funding source for transportation project including bicycle and pedestrian projects. Metro's Bicycle Transportation Strategic Plan (BTSP) includes an inventory of existing and planned bicycle facilities within Los Angeles County. This inventory provides the basis for identifying multijurisdictional bicycle routes. It outlines strategies for prioritizing regionally-significant bicycle projects, improving bicycle access to transit facilities, and closing gaps in the county's regional bicycle network.

Metro Long Range Transportation Plan (2009)

The Los Angeles County Transportation Authority's (Metro) Long Range Plan (LRTP) identifies transportation options that will best serve the County for the next 30 years. It also identifies funding forecasts for the 30-year timeframe, funding availability for Metro's multimodal Call for Projects program, sub-regional needs, and project performance measures. The Plan helps implement Metro's Bicycle Transportation Strategic Plan by funding the expansion of the County's regional bicycle network and coordinating multimodal transportation linkages.

Los Angeles County Bicycle Master Plan (2012)

The Los Angeles County Bicycle Master Plan (BMP) guides the continued development, operation, and maintenance of a comprehensive bicycle network within unincorporated communities of Los Angeles County and programs to increase the use of bicycling within the county through enforcement, education, and encouragement programs. The County adopted the BMP in 2012.

Huntington Park lies within the BMP's Gateway Planning Area. The plan proposes 40.9 miles of additional bicycle facilities within county unincorporated communities including a 2.1-mile extension of the Los Angeles River Class I Bike Trail from its current northern terminus at Atlantic Avenue to Washington Boulevard. The Los Angeles River bike trail extension is the proposed project located closest to the City of Huntington Park.

The mileage of existing and proposed bicycle facilities within the Gateway Planning Area identified in the BMP is listed in Table 3.1,

Table 3.1 - Gateway Planning Area Bicycle Facilities

Facility Type	Existing	Proposed	Total
Class I – Bike Path	45.4	5.7	51.1
Class II – Bike Lane	1.0	23.1	24.1
Class III – Bike Route	9.7	12.1	21.8
TOTAL	56.1	40.9	97.0

Southern California Association of Governments 2012 – 2025 Regional Transportation Plan/Sustainable Communities Strategy (2012)

The goal of the Southern California Association of Governments’ (SCAG) Regional Transportation Plan (RTP) is to increase the mobility for the residents and visitors of the five-county SCAG region consisting of Los Angeles, Ventura, Orange, San Bernardino, Riverside, and Imperial Counties. The Plan contains an active transportation chapter that recommends increasing the regional bikeway miles from 4,315 to 10,122 by the year 2035. In addition, the Plan recommends the retrofitting of sidewalks to comply with the Americans with Disabilities Act (ADA) and implementing safety improvements. SCAG estimates that active transportation improvement recommendations will cost approximately \$6.7 billion.

The plan also recommends key bikeways to connect the region and facilitate bicycle travel in addition to the bikeways proposed by Los Angeles County at the time of RTP’s preparation. Bicycle-related policies contained in the RTP include addressing bicycle safety, increasing bicycle mode share, encouraging the preparation of local active transportation plans, and improving air quality.

3.3 – State of California

California Government Code §65302 – Complete Streets

California Assembly Bill (AB) 1358, commonly referred to as the Complete Street Bill, amended the California Government Code §65302 to require that all major revisions to a city or county’s Circulation Element include provisions for the accommodation of all roadway users including bicyclists and pedestrians. Accommodations include sidewalks, crosswalks, and curb extensions. The Government Code §65302 states that:

(2)(A) commencing January 1, 2011, upon the substantive revision of the circulation element, the legislative body shall modify the circulation element to plan for a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural, suburban, or urban context of the general plan.

(B) For the purpose of this paragraph, “users of streets, roads, and highways” means bicyclists, children, persons with disabilities, motorists, movers of commercial goods, pedestrians, users of public transportation, and seniors.

Deputy Directive 64 and Traffic Operations Policy Directive 09-06

The California Department of Transportation (Caltrans) has adopted two policies related to AB 1358 regarding bicycle planning initiatives such as the Bicycle Master Plan. Deputy Directive 64 (DD-64-RI)

requires that Caltrans address the “safety and mobility needs of bicyclists, pedestrians, and transit users in all projects regardless of funding.”

The Traffic Operations Policy Directive 09-06 is a more specific application of complete streets goals. This directive requires, for example, that new and modified signal detectors provide bicycle detection if they are to remain in operation, and that bicycle detection or a bicycle pushbutton must be provided at new and modified bicycle path approaches to a signalized intersection if detection is required.

California SB 375: Sustainable Communities Act of 2008

Senate Bill (SB) compliments Assembly Bill (AB) 32: the Global Warming Solutions Act of 2006. It encourages local governments to reduce emissions through improved planning. SB 375 requires the California Air Resources Board (CARB) to establish targets for the year 2020 and 2035 for each region covered by the states 18 metropolitan planning organizations (MPOs). Each MPO is required to prepare a Sustainable Communities Strategy (SCS) that documents how the region will meet the greenhouse gas (GHG) reduction targets through integrated land use, housing, and transportation planning. Increasing the bicycle mode share by substituting automobile trips with bicycle trips is an effective method of achieving the GHG reduction targets. The City of Huntington Park will contribute towards the attainment of the regional targets through its efforts to encourage the increased use of alternative transportation modes include bicycling, walking, and transit.

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4.0 EXISTING CONDITIONS

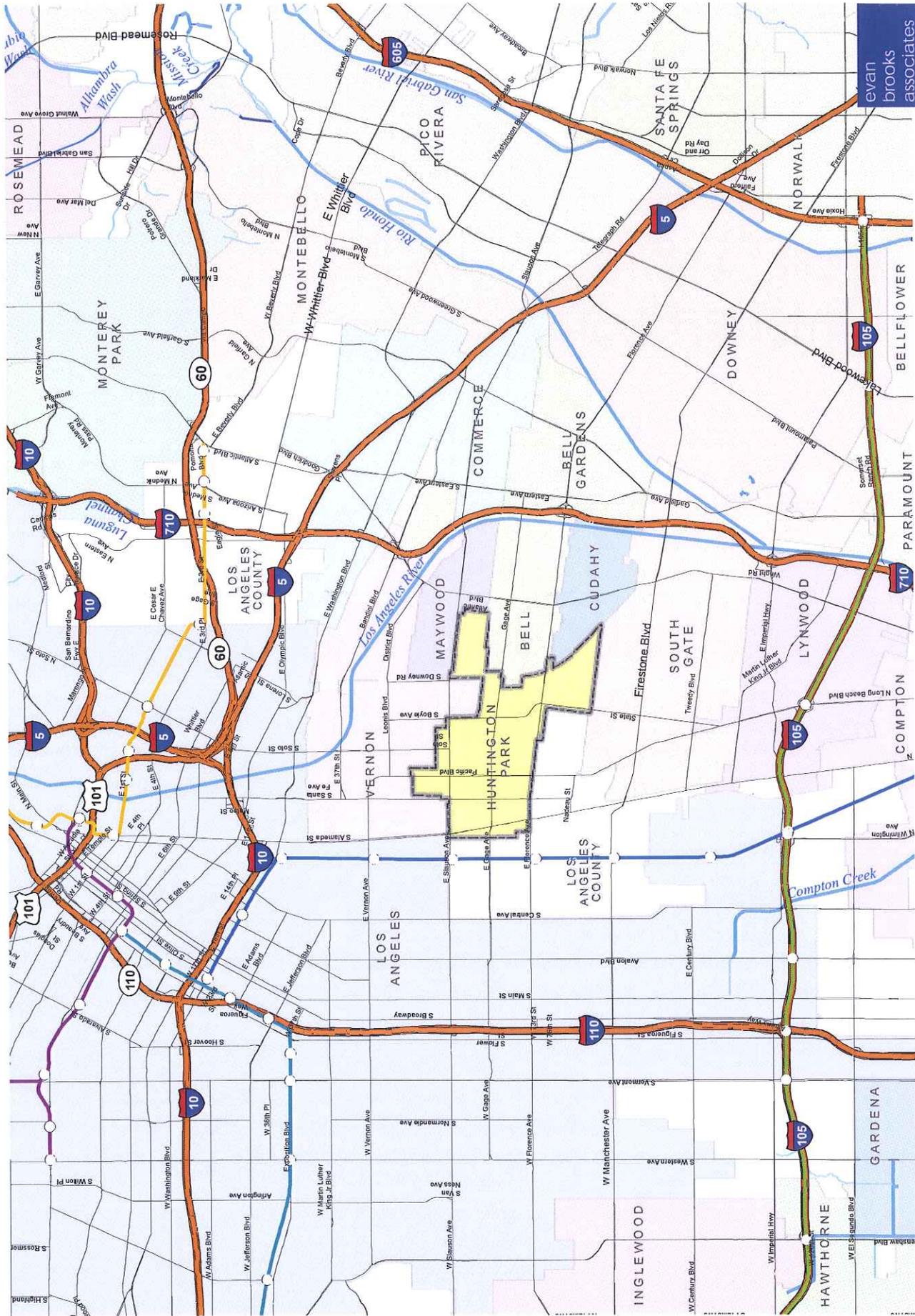
This section provides an overview of the existing land uses and development patterns within Huntington Park and the city's transportation network including roadways, public transportation, and bicycle facilities.

4.1 Setting

The City of Huntington Park is located within Los Angeles County, approximately 5.3 miles southeast of downtown Los Angeles. It encompasses approximately three square-miles and is bounded by the cities of Vernon and Maywood to the north, South Gate and the unincorporated County of Los Angeles community of Walnut Park to the south, Unincorporated County of Los Angeles to the west, and the cities of Bell and Cudahy to the east. Table 4.1 contains a summary of the city's population and socio-economic data.

Table 4.1 – Huntington Park 2010 Socio-Economic Data

Data	Huntington Park	LA County	% Difference
Population			
Total	58,114	9,818,605	0.59%
Hispanic	97.1%	47.7%	49.4%
Non-Hispanic White	1.6%	27.8%	-26.2%
Non-Hispanic Asian	0.6%	13.5%	-12.9%
Non-Hispanic Black	0.4%	8.3%	-7.9%
Non-Hispanic All Others	0.3%	2.7%	-2.4%
Median Age (Years)	28.6	35.1	-6.5%
Number of Households	14,597	3,241,204	0.45%
Number of Housing Units	15,151	3,445,075	0.44%
Housing Ownership Rate	27.8%	48.6%	-20.8%
Average Household Size (Persons)	4.3	3.1	%
Median Household Income	\$39,382	\$55,811	%
Number of Jobs	15,281	4,123,262	.37%
Mean Travel Time to Work (Minutes)	32	32	0%



Huntington Park Bicycle Master Plan

Figure 4.1- Context Map



4.2 – Land Use

The City of Huntington Park was incorporated in 1906. It was named after Henry Huntington, after the city’s founders persuaded him to extend line of his Pacific-Electric Railway through the future city. The town grew around the rail line located along present-day Randolph Street. The city encompasses approximately three square-miles or 1,975 acres. The city is laid out in a traditional street grip pattern. It is completely built-out with not vacant land. Any future development activities require either demolition or adaptive re-use of existing structures. Table 4.2 summarizes the city’s land uses as shown in the General Plan Land Use Element.

Table 4.2 – General Plan Land Use Summary

Land Uses	Area (Acres)	Percent	Rank
Residential (Cumulative)	(757)	(38%)	(1)
Low-Density (up to 8.7 DU/AC)	276	14%	3
Medium-Density (up to 14.7 DU/AC)	160	8%	5
High-Density (up to 20 DU/AC)	321	16%	2
CBD Residential	85	4%	8
Professional Commercial	10	1%	10
General Commercial	208	11%	4
Light Industrial	124	6%	7
Industrial Manufacturing	131	7%	6
Parks and Recreation	46	2%	9
Public Facilities	25	1%	10
Schools	82	4%	8
Streets	470	24%	1
Rail Transportation Corridors	37	2%	9
TOTAL	1,975	100%	

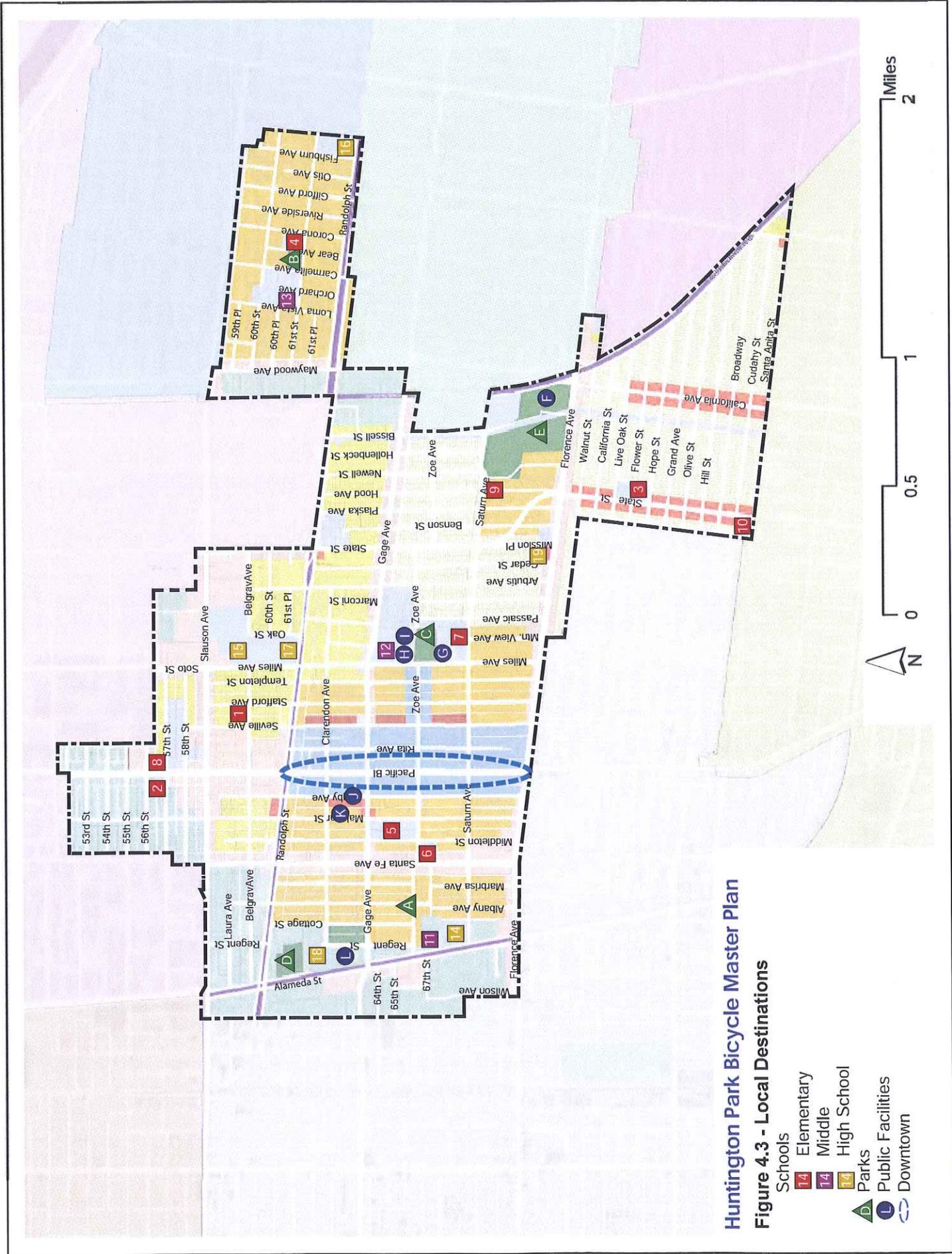
Figure 4.1 shows Huntington Park’s land use pattern including local activity centers/destinations. The city’s major commercial district is concentrated along Pacific Boulevard between Randolph Street and Florence Avenue. Additional community-serving commercial and retail districts are locate along major arterials including Florence Avenue, Slauson Avenue, Gage Avenue, and State Street. Heavy and light industrial uses are located to the west of Alameda Street and north of Randolph Street and Slauson Avenue.

Table 4.3 list the local destinations within Huntington Park including schools, parks, public facilities, and major commercial districts. These destinations are shown in Figure 4.3.

Table 4.3 – Local Destinations

Schools		
#	Name	Grades
1	Aspire Charter School	K-5
2	Aspire Pacific Academy	K-5
3	Hope Street Elementary School	K-5
4	Huntington Park Elementary School	K-5
5	Middleton Elementary School	1-5
6	Middleton Primary Center	K
7	Miles Street Elementary School	K-5
8	Pacific Boulevard Elementary School	K-5
9	Roybal Elementary School	K-5
10	State Street Elementary School	K-5
11	Aspire Titan Academy	6-8
12	Gage Avenue Middle School	6-8
13	Nimitz Middle School	6-8
14	College Ready Academy High School	9-12
15	Huntington Park High School	9-12
16	Maywood Academy High School	9-12
17	San Antonio Continuation School	9-12
18	San Antonio High School	9-12
19	St. Matthias School	K-8

Public Facilities	
#	Name
A	Chesley Park
B	Freedom Park
C	Keller Park
D	Perez Park
E	Salt Lake Park
F	Huntington Park Senior Center
G	Huntington Park City Hall
H	Los Angeles County Public Library
I	Los Angeles County Courthouse
J	Social Security Administration
K	Alta Med Medical Clinic



4.3 – Transportation Network

4.3.1 – Roadways

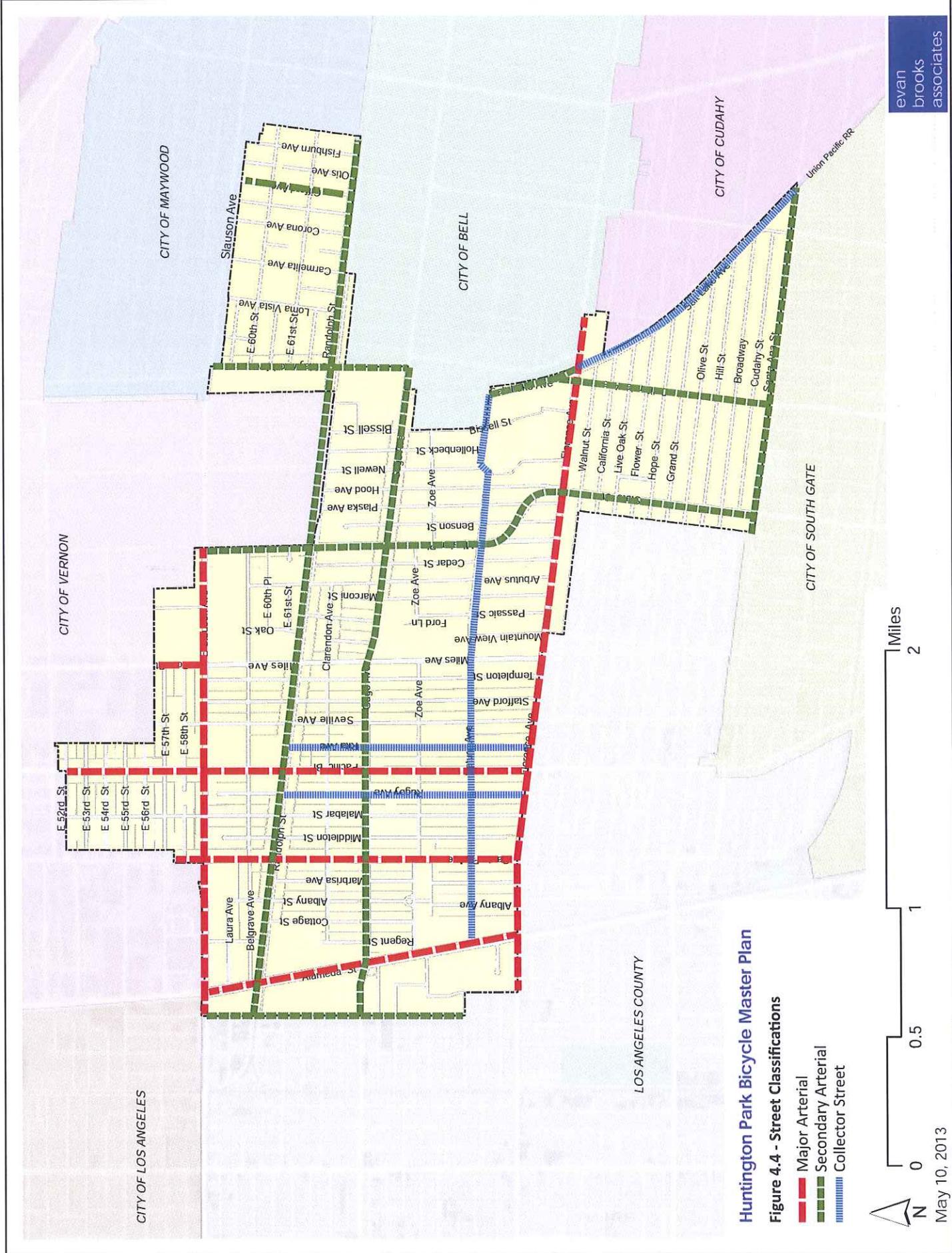
Huntington Park’s roadway system follows a traditional north-south grid pattern with minimal variations. The City’s General Plan classifies local roadways as either major arterials, secondary arterials, or local collectors based on the standards shown in Table 4.4, and the local roadway system with classifications is shown in Figure 4.4.

Table 4.4 - Roadway Classifications

Standards	Roadway Classifications		
	Major Arterial	Secondary Arterial	Local Collector
Width			
Right-of-Way	100’ – 110’	80’ – 88’	60’ – 66’
Curb-to-Curb	84’	64’	40’
# of Through Lanes	4 – 6	4	2
Roadway Type	Divided	Divided or Undivided	Undivided
Parking Lanes	0 – 2	0 or 2	0 or 2
ADT Volumes	25,000 – 50,000	10,000 – 25,000	2,500 – 10,000

No freeways or state highways pass directly through Huntington Park. The Harbor Freeway (I-110) is located approximately 2.5 miles to the west of the city, and the Long Beach Freeway (I-710) is located approximately 2.0 miles to the east. Slauson Avenue and Florence Avenue provide direct access to the I-10. The nearest ramps to the I-710 are located off of Florence Avenue and Atlantic Avenue.

A review of traffic data provided by the city shows that the east-west arterials experience heavier traffic volumes than the north-south arterials. This is in part due to freeway access, and the industrial corridors located north of the city that limits the connectivity of the north-south arterials to neighboring cities. The local traffic data is summarized in Table 4.5 and shown in Figure 4.5.



Huntington Park Bicycle Master Plan

Figure 4.4 - Street Classifications

- - - Major Arterial
- - - Secondary Arterial
- - - Collector Street



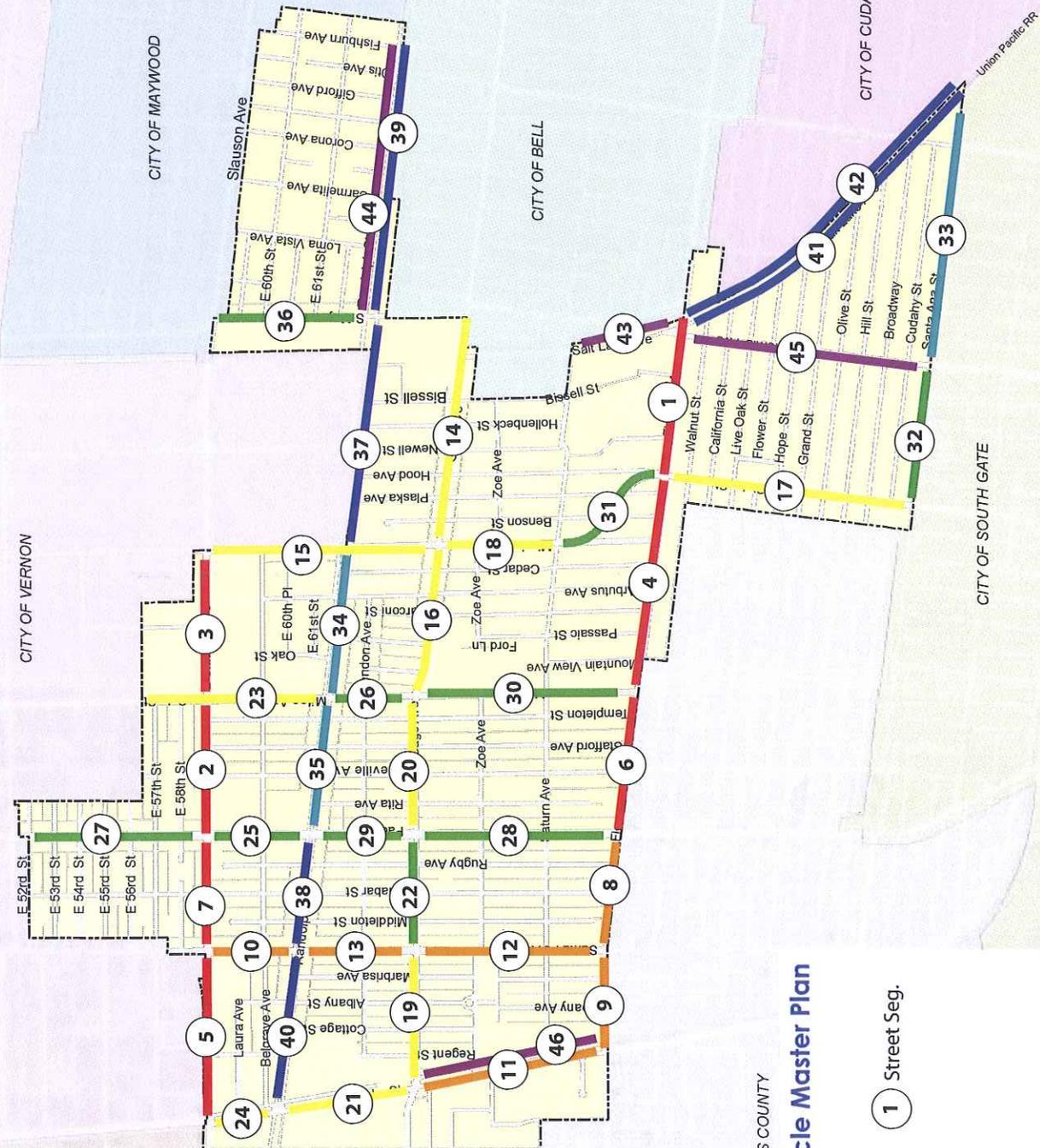
0 0.5 1 2 Miles

May 10, 2013

Table 4.5 – Huntington Park Local Traffic Volumes

Number	Street Segment	Limits		ADT*
		To	From	
1	Florence Ave	State St	Salt Lake Ave	34,670
2	Slauson Ave	Pacific Bl	Soto/Miles Ave	33,016
3	Slauson Ave	Soto/Miles Ave	State St	32,927
4	Florence Ave	Miles Ave	State St	32,775
5	Slauson Ave	Alameda St	Santa Fe Ave	32,113
6	Florence Ave	Pacific Bl	Miles Ave	31,732
7	Slauson Ave	Santa Fe Ave	Pacific Bl	31,573
8	Florence Ave	Santa Fe Ave	Pacific Bl	29,115
9	Florence Ave	Alameda St	Santa Fe Ave	28,972
10	Santa Fe Ave	Slauson Ave	Randolph St	26,159
11	Alameda St	Gage Ave	Florence Ave	25,358
12	Santa Fe St	Gage Ave	Florence Ave	25,242
13	Santa Fe St	Randolph St	Gage Ave	24,846
14	Gage Ave	State St	Maywood Ave	23,601
15	State St	Slauson Ave	Gage Ave	22,883
16	Gage Ave	Miles Ave	State St	22,593
17	State St	Florence Ave	Santa Ana Ave	21,575
18	State St	Gage Ave	Saturn Ave	21,543
19	Gage Ave	Alameda St	Santa Fe Ave	21,447
20	Gage Ave	Pacific Bl	Miles Ave	21,215
21	Alameda St	Randolph St	Gage Ave	20,831
22	Gage Ave	Santa Fe Ave	Pacific Bl	19,481
23	Miles Ave	NCL	Randolph St	19,328
24	Alameda St	Slauson Ave	Randolph St	19,203
25	Pacific Bl	Slauson Ave	Randolph St	18,092
26	Miles Ave	Randolph St	Gage Ave	18,092
27	Pacific Bl	52nd St	Slauson Ave	17,338
28	Pacific Bl	Gage Ave	Florence Ave	16,884
29	Pacific Bl	Randolph St	Gage Ave	16,689
30	Miles Ave	Gage Ave	Florence Ave	15,602
31	State St	Saturn Ave	Florence Ave	15,557
32	Santa Ana Ave	State St	California Ave	14,262
33	Santa Ana Ave	California Ave	Otis Ave	13,133
34	Randolph St	Miles Ave	State St	11,231
35	Randolph St	Pacific Bl	Miles Ave	11,184
36	Maywood Ave	Slauson Ave	Randolph St	10,170
37	Randolph St	State St	Maywood Ave	8,871
38	Randolph St	Santa Fe Ave	Pacific Bl	8,867
39	Randolph St (south)	Maywood Ave	Fishburn Ave	8,021
40	Randolph St	Alameda St	Santa Fe Ave	7,690
41	Salt Lake Ave (east)	Florence Ave	Santa Ana Ave	5,909
42	Salt Lake Ave (west)	Florence Ave	Santa Ana Ave	5,649
43	Salt Lake Ave	Bell Ave	Florence Ave	5,420
44	Randolph Ave (north)	Maywood Ave	Fishburn Ave	3,164
45	California Ave	Florence Ave	Santa Ana Ave	2,780
46	East Alameda Ave	Florence Ave	Gage Ave	2,573

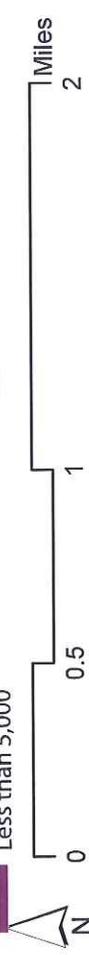
* City of Huntington Park, 2007



Huntington Park Bicycle Master Plan
Figure 4.5 - 2007 ADT's

- █ More than 30,000
- █ 25,000 - 29,999
- █ 20,000 - 24,999
- █ 15,000 - 19,999
- █ 10,000 - 14,999
- █ 5,000 - 9,999
- █ Less than 5,000

① Street Seg.



May 10, 2013

4.3.2 – Transit

Public Transportation within Huntington Park consists of local and regional fixed-route bus lines and demand-response service. The city operates two local bus lines within Huntington Park as well as the dial-a-ride service. The Los Angeles County Metropolitan Transportation Authority operates the regional bus lines that pass through the city as shown in Table 4.6.

Table 4.6 – Metro Bus Lines within Huntington Park

Metro Line	Street(s)	Peak Headways	Ridership
60	Pacific	10	21,612
102	Florence	60	2,599
108/358	Slauson	15	17,816
110	Gage	30	9,990
111/311	Florence	12	20,222
251	Slauson, Pacific, Florence	20	9,276
254	Gage, Santa Fe	30	925
611	Florence	40	2,021
612	Florence	60	1,679
751	Slauson, Pacific	15	5,585
760	Pacific	10	6,198

A review of Metro ridership data (Metro 2010 weekly ridership data) shows that there are a total of 11,877 boardings and 11,085 alightings at bus stops on or directly adjacent to Pacific Boulevard, making Pacific one of the most heavily used transit corridors in Los Angeles County as shown in Table 4.7.

The Metro Blue Line’s Slauson Avenue and Florence Avenue stations are located approximately 0.25 and 0.3 miles west of the City within unincorporated Los Angeles County. The Florence Avenue Blue Line station has a 115-space park-and-ride lot. Both Blue Line stations are easily accessible to Huntington Park residents as Metro bus lines operating on Slauson and Florence Avenues stop at the Blue Line station.

The City contacts with the Oldtimers Foundation to provide local fixed-route transit service within the city. The local service, known as the “Combi” operates along an 11.5-mile loop route that serves 47 stops located throughout the city. It provides convenient access to many local destinations including schools, the Civic Center, parks, retail, and employment centers. The Combi operates on weekdays between the hours of 6:00 am to 8:30 am and 11:30 am to 6:30 pm, and on Saturdays from 10:00 am to 6:00 pm. Figure 4.6 shows the location of the bus routes that operate within Huntington Park along with the location of the two nearest Metro Blue Line stations.

Table 4.7 – Transit Ridership Statistics along Pacific Boulevard

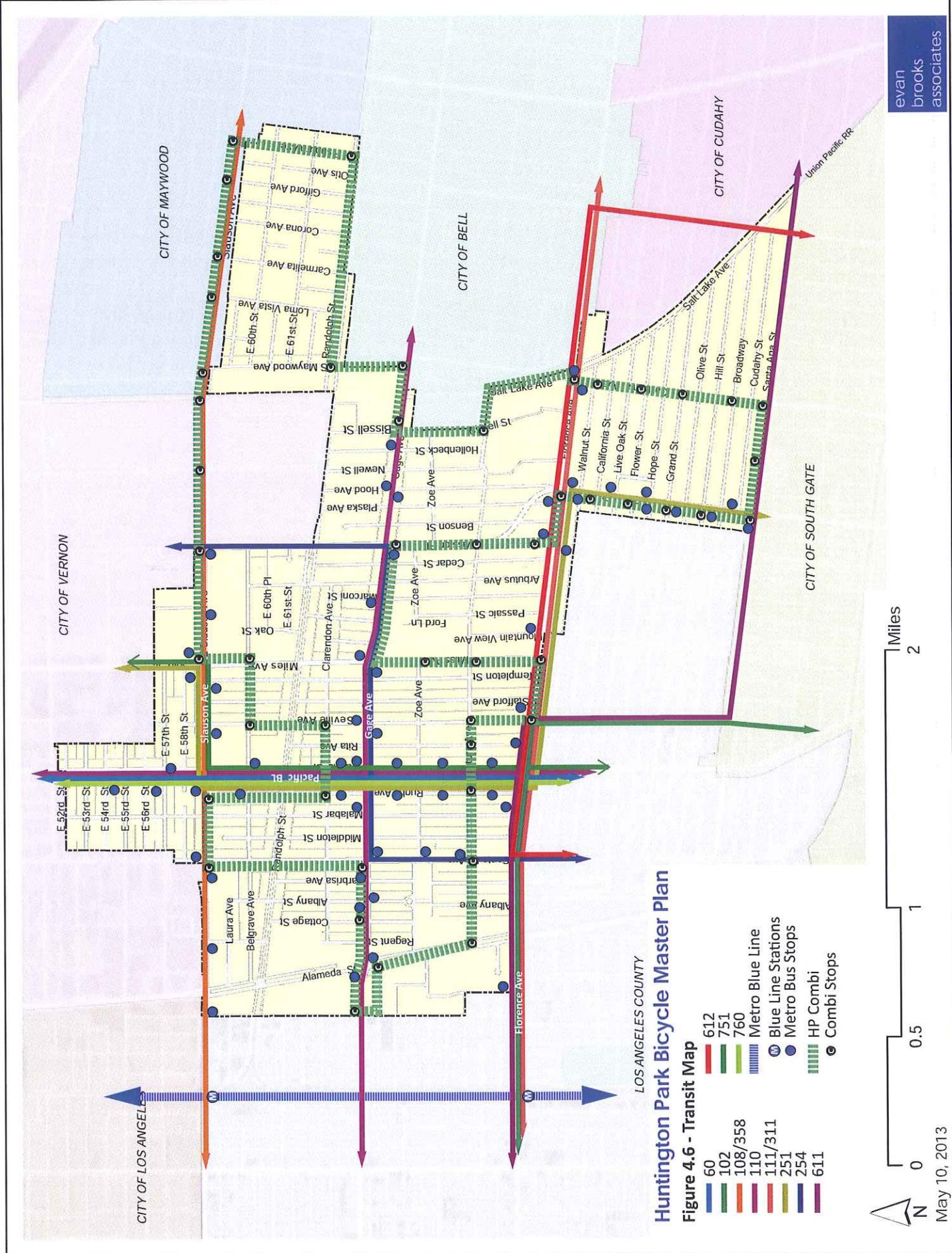
Stop ID	Along	At	Lines	Boardings	Alightings	Total On/Off
4212	Pacific	Florence	60, 111, 251, 751, 760	1,707	983	2,690
9957	Florence	Pacific	102, 111, 251, 611, 612	1,148	1,323	2,471
1425	Pacific	Florence	60, 751, 760	877	1,275	2,152
4222	Pacific	Slauson	60, 751, 760	975	747	1,722
12702	Pacific	Clarendon	60, 251, 751, 760	510	1,035	1,545
4214	Pacific	Gage	60, 251, 751, 760	1,020	411	1,461
9959	Florence	Pacific	102, 111, 611, 612	1,113	326	1,439
6275	Slauson	Pacific	108	570	770	1,340
14658	Slauson	Pacific	108	686	510	1,196
142417	Pacific	Slauson	751, 760	264	593	857
10663	Gage	Pacific	110, 254	297	492	789
2122	Gage	Pacific	110, 254	479	293	772
12714	Pacific	Slauson	60	327	390	717
12698	Pacific	Belgrave	60, 251	348	256	604
12712	Pacific	Florence	60, 111, 251	176	359	535
140842	Pacific	Gage	60, 251	229	254	483
12715	Pacific	Zoe	60, 251	183	211	394
4223	Pacific	Zoe	60, 251	209	175	384
17747	Slauson	Pacific	251	234	144	378
4208	Pacific	Belgrave	60, 251	123	220	343
4218	Pacific	Randolph	60, 251	151	167	318
4220	Pacific	Saturn	60, 251	173	144	317
TOTALS				11,877	11,085	22,962

4.3.3 – Existing Bicycle Network

There are currently no bike paths, lanes, or routes within the City of Huntington Park.

4.3.4 – End of Trip Facilities

Existing end of trip bicycle facilities within Huntington Park are limited to bike racks located at schools, parks, the civic center, and within commercial districts. The bike racks vary in terms of type and usefulness. Field observations showed that they are not heavily used when they are located within commercial districts because they are often installed in areas with poor visibility, or are older models that do not provide adequate security. Multiple bikes were observed locked to sign posts along Pacific Boulevard or at the Civic Center even though bike racks are located within these areas.



4.4 – Bicycle Facilities in Neighboring Communities

There are only two existing bicycle facilities within cities and communities that neighbor Huntington Park as shown in Figure 4.7.

Los Angeles River Trail

The southern portion of the Los Angeles River bike trail begins at Atlantic Avenue in the City of Vernon and continues for 16.5 miles to the City of Long Beach. The trail is accessible from Atlantic Boulevard, Slauson Avenue, Gage Avenue, and Florence Avenue.

Southern Avenue Bike Trail

A bike trail is located along a utility right-of-way paralleling South Avenue in the City of South Gate. The 2.25-mile long trail runs in an east-west direction and is located approximately 0.8 miles south of Santa Ana Avenue.

4.5 – Bicycle Collision Analysis

Safety is a major concern for both existing and potential bicyclists. Identifying locations of traffic accidents involving bicyclists or areas with high concentrations of bicycle-related accidents is a crucial step in identifying unsafe locations within the city for bicyclists, proposed improvements, and programs designed to improve safety for bicyclists. Traffic collision data for the City of Huntington Park was obtained from the Statewide Integrated Traffic Records System (SWITRS) for the years 2007 to 2011. A total of 823 occurred within Huntington Park during this five-year period of which 125 (15 percent) involved a bicycle as shown in Table 4.8.

The table also shows that the number of bicycle-related traffic collisions has increased by 119 percent during this period compared to a decrease of 8 percent in the total number of traffic accidents within the city. The table also shows that the number of bicycle-involved collisions has increased from nine percent of the total traffic accidents within Huntington Park in 2007 to 21 percent in 2011.

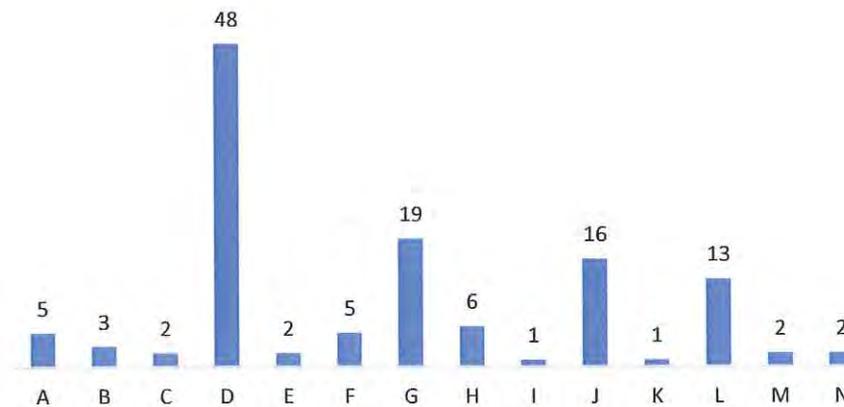
Table 4.8 – Bicycle Collisions by Year

Year	Bicycle Collisions		Total Collisions		% of Total Collisions
	Number	% Change	Number	% Change	
2007	16		179		9%
2008	22	38%	170	-5%	13%
2009	25	14%	152	-11%	16%
2010	27	8%	158	4%	17%
2011	35	30%	164	4%	21%
Total	125		823		15%
2007 – 2011	19	119%	-15	-8%	

Further review of the collision data identified the following characteristics involving bicycle collisions within Huntington Park.

- Bicyclists were at fault in 90 of the 125 bicycle-involved collisions (72 percent) that occurred during this five year period.
- 34 bicycle collisions (27 percent) occurred during school hours.
- Figure 4.8 shows that the top four primary collision factors for bicycle-involved collisions are wrong side of road (48), Auto right-of-way (19), traffic signals/signs (16), and other hazardous violations (13).
- Figure 4.9 shows that the vast majority of the bicycle-involved collisions were broadside collisions (87).

Figure 4.8 Primary Collision Factor



- | | |
|-----------------------|------------------------------|
| A. Not Stated | H. Pedestrian Right-of-Way |
| B. Unknown | I. Pedestrian Violation |
| C. Unsafe Speed | J. Traffic Signals/Signs |
| D. Wrong Side of Road | K. Lights |
| E. Unsafe Lane Change | L. Other Hazardous Violation |
| F. Improper Turning | M. Unsafe Starting/Backing |
| G. Auto Right-of-Way | N. Other Improper Driving |

Figure 4.9 Collision Type

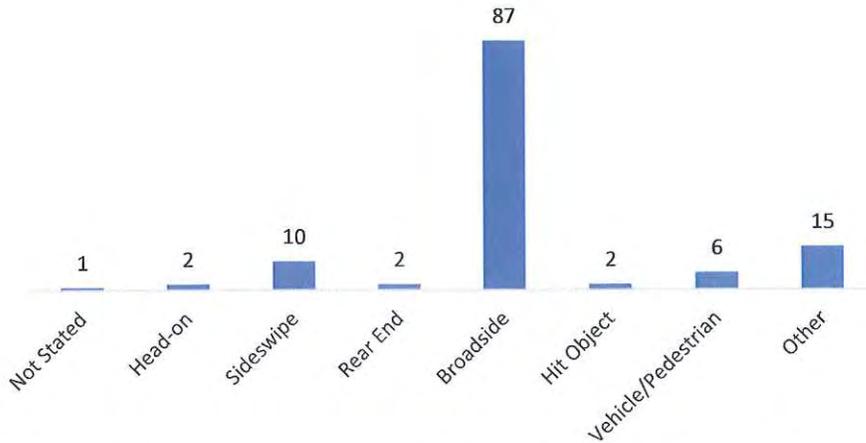
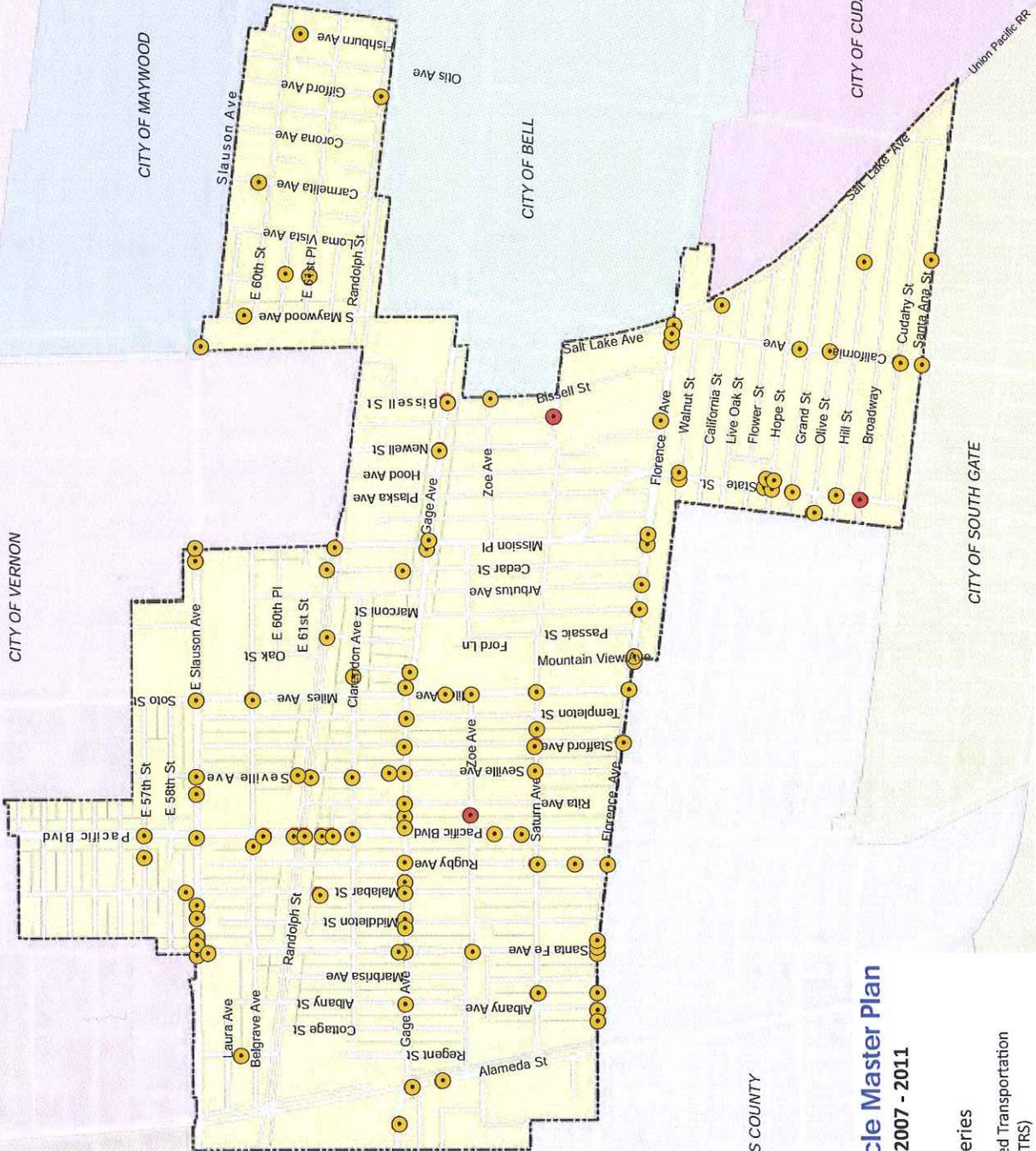


Figure 4.10 shows the location of the 125 bicycle-involved collisions that have occurred within Huntington Park between 2007 and 2011. Table 4.9 below shows the streets with the highest concentration of collisions involving bicycles.

Table 4.9 – Local Streets with the Highest Number of Bicycle Collisions

Roadway	Collisions	
	Amount	Percentage of Total
Gage	23	18%
Florence	18	14%
Slauson	10	8%
State	9	7%
Pacific	7	6%
Santa Fe	6	5%
Saturn	5	4%
Miles	4	3%
Seville	4	3%
California	3	2%
Others	36	29%
Total	125	100%



Huntington Park Bicycle Master Plan

Figure 4.10 - Bicycle Accident 2007 - 2011

- Accident Location
- Accidents with Serious Injuries

Source: California Statewide Integrated Transportation Safety Reporting System (SWITRS)



CITY OF LOS ANGELES

CITY OF VERNON

CITY OF MAYWOOD

CITY OF BELL

CITY OF CUDAHY

CITY OF SOUTH GATE

LOS ANGELES COUNTY

5.0 COMMUNITY OUTREACH

Two community meetings were organized to solicit input from the community regarding the ability to safely travel by bicycle within Huntington Park. The workshops were held on August 24 and 29, 2013. They were attended by approximately 30 local stakeholders including residents, elected officials, and business owners.

5.1 Community Workshops

August 24 Workshop

The first workshop took place on Saturday August 24 at Ramirez Park community center. It was attended by approximately 20 people including a large group of school children, a city council member, and staff from the city's planning department.

The following comments were received from the community members who attended this meeting:

- My mother does not let me ride my bike to school because she thinks that it is not safe.
- My school does not have a place to lock my bike and I'm afraid that it will get stolen.
- I go to Long Beach to ride my bike because there are not bike trails in Huntington Park.
- I would ride a bike more often if it were safer
- There are not bike racks in the city.
- Pacific Boulevard needs a bike lane. Traffic does not watch for bikes.
- People do not ride their bikes safely. I almost got hit by a guy that was riding his bike on the sidewalk on Pacific Boulevard.
- Police give tickets to people who ride their bikes on the wrong side of the streets.
- Bike paths and lanes are needed in the city because it is not safe to ride a bike.
- A bike lane on Randolph Street is a good idea.



Overall, the community members strongly supported the preparation of a bicycle master plan and the implementation of a bicycle network within the city. They specifically demonstrated strong support for a bike path along the Union Pacific railroad rights-of-way on Randolph Street and Salt Lake Avenue, and bike lane on Pacific Boulevard, and increased bicycle parking throughout the city specifically along Pacific Boulevard.

August 29 Workshop

The second workshop took place on Thursday, August 29, 2013 at the Salt Lake Park community center. It was attended by approximately 40 persons consisting mostly of local residents. A member of the city's planning department attended the meeting. Only two community members attended both meetings.

The following comments were received from community members who attended this meeting:

- The city needs more bike paths that are separated from cars.
- Bike lanes are needed especially on streets with lots of pedestrians.
- Security is the main reason why I don't let my kids ride bikes more often.
- I would ride my bike to shops on Pacific Boulevard if there was a safe way to do so.
- The city should have decorative bike racks like in Long Beach.
- Pacific Boulevard needs a bike lane that is separated from traffic like the ones in Long Beach (cycle tracks).
- Bikes, skateboards, and scooters on sidewalks are a big problem.
- Need more safe places to park bikes
- Kids need to learn how to ride their bikes safely. The city has a special event once a year.

October 19 Workshop

The third workshop took place in conjunction with the Pacific Boulevard Bicycle Races on Saturday, October 19, 2013. Los Angeles Bicycle Coalition staff and volunteers asked community members to comment on the proposed bicycle network and to complete a survey.

Approximately __ surveys were collected. The survey results are summarized in Table 5.1.



6.0 PROPOSED BICYCLE NETWORK

This chapter describes Huntington Park’s proposed network of bicycle paths, lanes, and routes; along with support facilities.

6.1 – Typology

The State of California Highway Design Manual, Chapter 1000 provides design guidance for the following classification of bicycle facilities:



Class I - Bike Path



Class II - Bike Lane



Class III - Bike Route

Class I – Bike Path

Bike paths are generally used to provide direct bicycle connections along corridors not served by streets or highways and where wide rights-of-way exist and that allow for the facilities to be constructed away from the influence of parallel streets. Bike paths should offer connectivity and travel opportunities for bicyclists that are not provided by the roadway system. They can either provide a recreational opportunity or can serve as high-speed commuter routes if cross flow by vehicle traffic and conflicts with pedestrians can be minimized. The most common application for bike paths are along canals, ocean fronts, utility rights-of-way, unused railroad rights-of-way, within school campuses, and within and between parks. Bike paths can also be used to close gaps for bicycle travel caused by the construction of freeways or by natural barriers, or be developed as part of planned developments.

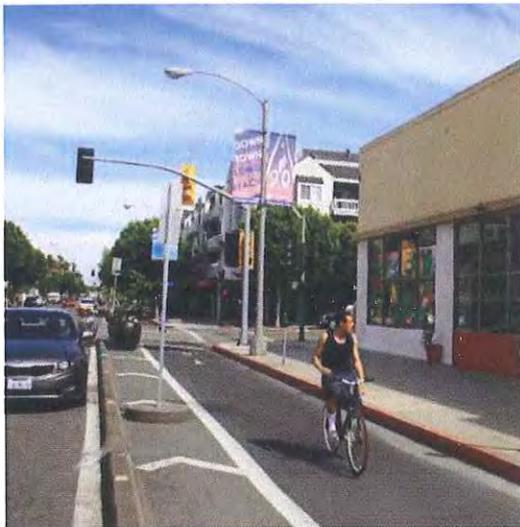
Class II – Bike Lanes

The purpose of bike lanes is to improve conditions for bicyclists in corridors that experience significant levels of bicycle demand and provide connectivity to local destinations. Bike lanes are intended to delineate the right-of-way assigned to bicyclists and motorists and to provide more predictable movements by each. Bike lanes can be provided in corridors that do not have enough width to accommodate side-by-side bicycle and vehicular travel by reducing the number of travel lanes, reduce lane width, or by prohibiting or reconfiguring on-street parking.

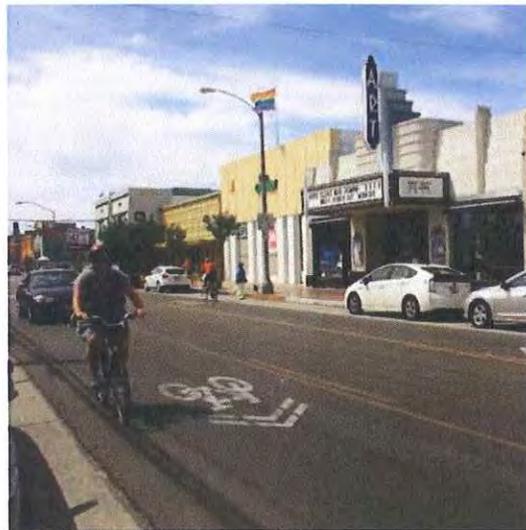
Class III – Bike Routes

Bike routes are shared on-street facilities that either provide connectivity to other bicycle facilities or designate preferred routes through high-demand corridors. Bike routes share the same right-of-way with vehicular traffic and are typically located on roadways with lower traffic volumes and travel speeds. They indicate to bicyclists that there are particular advantages to using these routes as opposed to alternative routes.

Other forms of bicycle facilities have been developed and implemented in other cities within recent years. They include the following:



Cycle Track



Sharrow



Bike Boulevard



Type B Sharrow

Cycle Tracks

A cycle track is a physically-separated bicycle facility located within a roadway right-of-way. Physical barriers, typically consisting of planters, bollards, and/or curbs separate bicycle traffic from motorized traffic. Traffic signals that include a separate phase for bicycle traffic are required at intersections. Cycle tracks are not included in either the California or Federal MUTCD. Cycle tracks are therefore installed as pilot projects because they are not considered an approved traffic control device.

Sharrows

A “sharrow”, or shared-lane arrow, is a pavement marking used to indicate a preferential travel path for in a lane share by both bicycle and vehicular traffic. The sharrow reminds drivers that they may encounter bicyclists while traveling on the shared lane, and that bicyclists may occupy the entire lane. Sharrows also encourage bicyclists to travel in the center of the lane, away from the door zone of parked vehicles. Sharrows is an approved pavement marking per the MUTCD.

Type B Sharrows

Type B sharrows are designed to improve the visibility of the movement markings and therefore increase the awareness that traffic lanes are to be shared by bicycle and automobile traffic. There is no set standard for a Type B Sharrow. The Second Street Sharrow within the City of Long Beach consists of a colored travel lane with sharrow pavement markings at the beginning and end of each block. Sharrows should also include signs advising motorists to share the lane with bicyclists.

Bicycle Boulevard

A bicycle boulevard is a bicycle route that is implemented along with traffic calming measures designed to reduce travel speed and traffic volumes. Thus making the roadways more conducive to bicycle travel. Traffic calming elements can include installation of diverters that prevent vehicles to travel on these streets for long distances, mini-circles at intersections, signal phasing, and lane striping.

6.2 – Network Planning

Choice of Treatment

The choice of an appropriate bicycle facility depends on multiple factors including right-of-way availability, roadway width, land use patterns, traffic volumes, and travel speeds. The ability to implement a bike path depends on the availability of an exclusive right-of-way. The placement of bike lanes depends on roadway width or where they may be implemented as part of a larger roadway diet or “complete street” project. Bike routes are proposed for streets where network connectivity can be achieved and with relatively low traffic volumes and travel speeds. Huntington Park’s traditional grid street pattern and narrow residential streets may provide opportunities for the implementation of bicycle boulevards on roadways that provide connections with other bicycle facilities and/or to local destinations. Curb-to-curb width is a primary factor in determining the ability to implement bike lanes on major and secondary arterials

Planning Assumptions

The proposed bicycle network’s development was based on technical criteria, field observations, and community input. The goal was to provide a range of facility types that address the needs of different types of bicyclists. City staff and the community at-large provided data and information that helped identify routes heavily used by bicyclists. The proposed facility alignments were developed to provide safe and convenient connectivity to local destinations, connect to existing and planned bicycle facilities in neighboring cities and communities, and provide improved connectivity to transit.

The determination of the appropriate type of bicycle facility (bike path, lane, or route) is based on the roadway network's physical and operational characteristics including:

- Right-of-way availability – Class I bike paths are proposed rights-of-way with sufficient width to allow for a shared use of the right-of-way such as railroad or utility corridors. These rights-of-way also provide more direct connections than the local roadway system.
- Roadway Width – The ability to implement a bicycle facility within an existing roadway with minimum alterations to its existing condition is a major determinant on the type of proposed facility. Bike lanes are proposed for roadways that either have sufficient width to allow for the lane to be installed without needing to modify its existing configuration (number of lanes, lane widths, etc.) or where minor modifications (narrowing travel lanes or reducing the number of lanes) will provide sufficient room to install a bike lane.
- Operating Conditions – The proposed network gives preference to roadways with relatively low traffic volumes and speeds in order to maximize safety for bicyclists and to address safety concerns of less experienced bicyclists.

The assumptions contained in Table 6.1 served as the basis for the planning of the proposed facilities.

Table 6.1 – Planning Assumptions

Facility Type	Width	
	Preferred	Minimum
Travel Lane	11'	10'
Left Turn Lane	10'	9'
On-Street Parking	8'	7'
Bike Lane	6'	5'
Bike Lane Buffer	2'	1'

6.3 – Proposed Bicycle Network

Table 6.2 contains a summary of the bicycle facility types proposed in this plan.

Table 6.2 – Summary of Huntington Park's Proposed Bicycle Network

Facility Type	Length – Miles
Class I – Bike Paths	4.0
Class II – Bike Lanes	3.8
Class III – Bike Routes	15.0
Total	22.8

6.3.1 – Class I Bike Trails

The plan identifies 4.0 miles of paved bike paths to be located on rights-of-way that are completely separated from vehicular traffic. This includes a 2.8 mile path along within the Union Pacific railroad right-of-way along Randolph Street and a 1.2 mile path along the Union Pacific railroad right-of-way along Salt Lake Avenue. Both proposed trails provide connections to local and regional destination and help extend the County’s regional bike network. The Randolph Street trail will provide a direct connection to the Slauson Blue Line station west of the city, and to the Los Angeles River Trail located to the east of the city. The Salt Lake Avenue trail will provide connections between the Randolph Street trail and the City of South Gate’s bicycle network.

Table 6.3 – Proposed Class I Bike Paths

Trail	Limits		Length – Miles
Randolph Street	West city limit	Carmelita Avenue	2.8
Salt Lake Avenue	100’ south of Bell Ave	Santa Ana Street	1.2
	TOTAL		4.0

6.3.2 – Class II Bike Paths

Bike lanes provide a signed and striped lane for the exclusive use of bicyclists within a shared roadway right-of-way. The lanes are often located on both sides of a roadway with bicyclists traveling in the same direction as automobiles. The plan proposes a total of 3.8 miles of bike lanes on three north-south roadways. The implementation of east-west bike lanes within Huntington Park will require significant changes to existing roadway configurations and potential on-street parking removal due to roadway widths, traffic volumes, and operating speeds. The proposed east-west facilities therefore consist of either bike lanes or sharrows. Table 6.4 summarizes the proposed Class II bike lanes.

Table 6.4 – Proposed Class II Bike Lanes

Trail	Limits		Length – Miles
Pacific Boulevard	Randolph Street	Florence Avenue	0.8
Boyle Ave/State Street	Slauson Avenue	Santa Ana Street	1.8
Miles Ave/Soto Street	NCL	Florence Avenue	1.2
	TOTAL		3.8

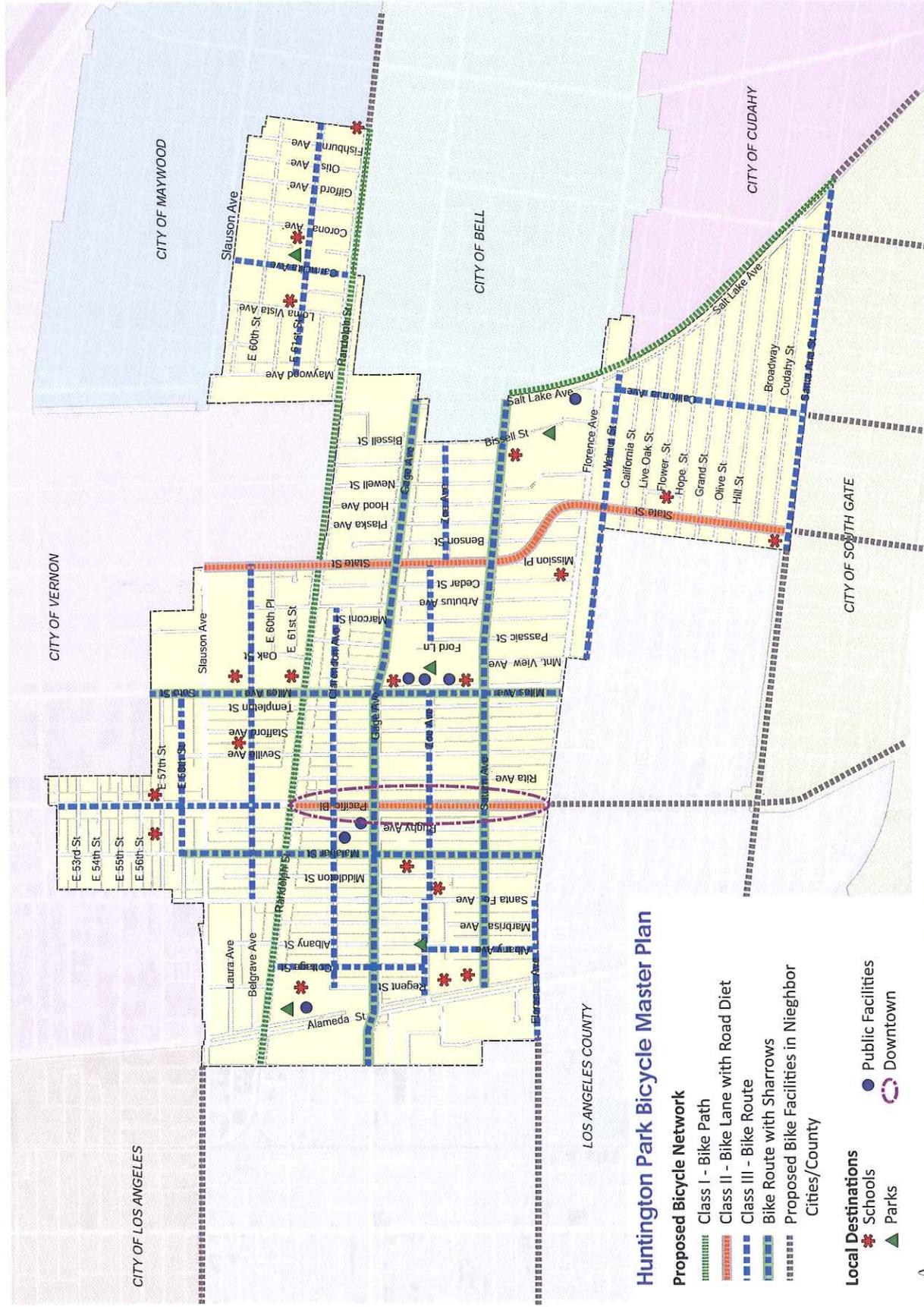
6.3.3 – Class III – Bike Routes

Bike routes use signage to inform people operating motor vehicles and bicycles that a roadway is part of a designated bicycle network. Pavement markings are now widely used along with signage to increase the awareness of motorists of the presence of bicyclists within a roadway. Pavement markings, or Sharrows may consists of stenciled bicycle icons identifies in the MUTCD located at regular intervals along a bike route, or painted lanes used in conjunction with the pavement markings. The painted lanes are typically referred to as “Type B Sharrows”. A total of 15.0 miles of bike routes are proposed for Huntington Park as shown in Table 6.5.

Table 6.5 – Proposed Class III Bike Routes

Trail	Limits		Length – Miles
58 th Street	Malabar Street	Soto Street	0.5
61 st Street	Maywood Avenue	ECL	0.8
Belgrave Avenue	Santa Fe Avenue	State Street	0.6
Clarendon Avenue	Regent Street	Arbutus Avenue	1.6
Gage Avenue	WCL	ECL	2.1
Zoe Avenue	Alameda Street	Miles Avenue	0.9
Zoe Avenue	Passaic Street	Bissell Street	0.6
Saturn Avenue	Alameda Street	Salt Lake Avenue	1.8
Florence Avenue	WCL	Santa Fe Avenue	0.5
Walnut Street	Mountain View Avenue	Salt Lake Avenue	0.8
Santa Ana Street	WCL	ECL	1.1
Cottage Street	Randolph Street	Zoe Avenue	0.5
Albany Street	Zoe Avenue	Florence Avenue	0.3
Malabar Avenue	58 th Street	Florence Avenue	1.1
Pacific Avenue	NCL	Randolph Street	0.7
California Avenue	Walnut Street	Santa Ana Street	0.7
Carmelita Avenue	NCL	Randolph Street	0.4
	TOTAL		15.0

Figure 6.1 shows the location of the proposed bicycle network within Huntington Park



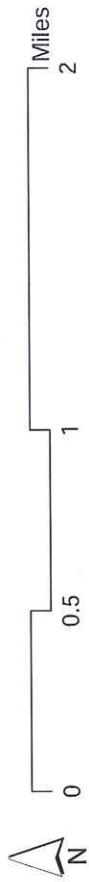
Huntington Park Bicycle Master Plan

Proposed Bicycle Network

- ▬ Class I - Bike Path
- ▬ Class II - Bike Lane with Road Diet
- ▬ Class III - Bike Route
- ▬ Bike Route with Sharrows
- ▬ Proposed Bike Facilities in Neighbor Cites/County

Local Destinations

- ★ Schools
- ▲ Parks
- Public Facilities
- ⦿ Downtown



6.4 – Intermodal Connections

Facilitating the connection between bicycles and other transportation modes, particularly transit, is an important component of a successfully bicycle network because it helps increase the distance that people can commute with a bicycle without the need to travel by car. Improved connections also help increase the convenience and safety for bicycle commuters. Huntington Park should focus on facilitating these connections along its major transit corridors including Pacific Boulevard, Slauson Avenue, and Florence Avenue. All Metro buses contain bike racks. The city should work with the Oldtimers Foundation, the operator of its local fixed-route transit system, to secure funding to install bike racks on its buses.



6.5 – Bicycle Parking and Support Facilities

Huntington Park has limited bicycle parking facilities. Those that do exist are located primarily at local schools, parks, and civic facilities. The lack of adequate bicycle parking is primarily evident within the city's central business district along Pacific Boulevard and at other local commercial centers. Bicycles are frequently observed locked to benches, sign posts, or trash receptacles within these areas. Students at some of the recently-constructed charter schools within Huntington Park commented at the community workshops that the school campuses lacked bike racks.



Both recreational bicyclists and bicycle commuters rely on the availability of conveniently-located and secure bike parking in order to make bike travel a viable transportation mode. The development of a comprehensive bike parking strategy can have an immediate impact on enhancing a city's bicycle environment. Other cities have shown that an effective bicycle parking program can help with the branding of a neighborhood or commercial district, and serve as an effective transportation demand management strategy.



Huntington Park should prioritize the installation of bicycle parking throughout the city but specifically within the following location:

- Parks
- Schools
- Commercial Districts
- Employment Centers
- Transit Stations
- Government and Civic Facilities



More enhanced bicycle parking such as secured bike corrals or a bike station should be located at major transit hubs and commercial districts. The Pacific Boulevard corridor is a prime location for such facilities. Many of the city-owned parking lots within this district contain walled-off trash enclosures that can be easily converted to secured bicycle corrals for district employees. Access to the corrals can be controlled by an electronic key card. Bike lockers or racks can be used to secure the bicycles.

City has expressed interest in the possibility of developing a bike station that may include a “Bike Kitchen” in a location along Pacific Boulevard. The facility could either be located in a vacant space within a commercial building along Pacific Boulevard and in a more temporary facility such as a portable storage unit or trailer that can be located near or next to a bicycle corral. The long term viability of a proposed bike station will depend on the City’s ability to partner with the community, secure funding through external sources and donations to support the bike station’s operations, and the bike station’s ability to become financially sustainable in the long term.

Figure 6.2 shows the general location for future multimodal connection improvements and bicycle parking facilities.

6.6 – Bicycle Commuter Estimates

Census data was used to develop an estimate of existing bicycle travel within Huntington Park. “Means of Transportation to Work” data obtained from the US Census’ “2011 American Community Survey – 5 Year Estimates” was used to identify the percentage of people who ride a bike to work on a daily basis. Identifying this percentage, or mode split, is an important element in preparing as it provides a basis for establishing the goals of educational and encouragement programs that seek to increase the bicycle mode split within Huntington Park. Table 6.6 shows the travel characteristics of Huntington Park’s commuters and shows how they compare to Los Angeles County and the State of California.

Table 6.6 – Huntington Park Estimated Work Commute Mode Split

Travel Mode	California	LA County	Huntington Park	Mode Split Comparison	
				California	LA County
Car, Truck, Van					
Drive Alone	73.0%	72.1%	63.1%	-16%	-14%
Carpool	11.9%	11.3%	13.6%	13%	17%
Total Car/Truck/Van	84.9%	83.4%	76.7%	-11%	-9%
Public Transportation					
Bus	3.8%	6.5%	13.1%	71%	51%
Rail Transit	1.2%	0.6%	0.1%	-4367%	-2081%
Total Public Transportation	5.0%	7.1%	13.2%	61%	46%
Taxi/Motorcycle	0.4%	0.3%	0.1%	-346%	255%
Non-Motorized					
Bicycle	0.9%	0.7%	1.4%	33%	47%
Walking	2.8%	2.9%	5.2%	46%	45%
Total Non-Motorized	3.7%	3.6%	6.6%	43%	45%
Other	1.0%	1.0%	1.2%	18%	14%
Work at Home	5.0%	4.6%	2.2%	-120%	-103%
TOTAL	100%	100%	100%		

The Census data shows that Huntington Park’s non-motorized and transit mode splits are higher than the State’s and County’s, and the percentage of workers that drive to work, both by themselves and in carpools, is lower than the State and County. The data also shows that Huntington Park’s bicycle mode split is 33 percent higher than the State and 47 percent higher than the County. While these numbers show that Huntington Park has a more diverse commuting pattern than the State and the County, it does not show an accurate representation of the level of bicycle ridership within the city because it only accounts for work commute trips (workers 16 years and older). As a result, it does not account for bicycle commuting associated with other forms of commuting such as school trips

A more complete estimate of existing bicycle commuting in Huntington Park is shown in Table 6.7. This revised estimate is derived by including other variables not accounted for in the original Census data such as transit commuters and students (grades K thru 8, and college). Assuming that 25 percent of transit commuters ride their bikes to connect to transit, two percent of school children ride their bike to school, and 10 percent of college students commute by bicycle results in an existing adjusted bicycle mode split of 4.5 percent compared to the 1.4 percent shown in the Census data.

Table 6.7 – Existing Bicycle Demand

Variable	Estimate
Population	
Total	58,114
Employed	24,500
School Children (K – 8 th Grade)	9,099
College Students	3,195
Total Commute Population	36,794
Adjusted Commuter Population % of Total Population	63%
Work Commute	
<i>Bicycle Commuters</i>	
Mode Split	1.4%
Total Bicycle Commuters	343
<i>Transit</i>	
Mode Split	13.2%
Transit Commuters	3,234
Factor	25%
Total Transit Bicycle Commuters	809
School Commute	
<i>Grades K – 8th</i>	
Bicycle Mode Split	2%
Total School Bicycle Commuters	182
<i>College</i>	
Bicycle Mode Split	10
Total College Bicycle Commuters	320
Adjusted Existing Bicycle Commuters	
Amount	1,653
Mode Split	4.5%
Total Daily Bicycle Commuter Trips	3,306

6.7 – Trip Reduction and Air Quality Benefits

Table 6.8 uses the adjusted bicycle commuting estimates shown above to calculate existing bicycle-related trip reduction and air quality benefits. The table estimates that bicycles currently replace a total of 1,170 daily automobile trips resulting in a VMT reduction of 8,687 miles, and 305,443 less annual automobile trips resulting in an annual VMT reduction of 2,267,330 miles.

Table 6.8 – Existing Trip Reduction Benefits

Variable	Factor	Reduced Vehicle Trips
Weekday		
Bike to Work	0.73 *	841
School Children K-8 th Grade	0.53 **	96
College	0.73 *	233
TOTAL WEEKDAY		1,170
Annual		
Weekdays per Year		261
TOTAL ANNUAL TRIP REDUCTION		305,443
Vehicle Miles Traveled	Ave Trip Length (Miles)	Reduced VMT
Weekday VMT Reduction		
Work/College	8	8,591
K-8 th Grade	1	96
TOTAL WEEKDAY		8,687
TOTAL ANNUAL		2,267,330

Note:

- * Assumes that 73 percent of bicycle commute trips replace automobile trips for adults and college students.
- ** Assumes that 53 percent of bicycle trips replace automobile trips for school children.

Table 6.9 – Existing Air Quality Benefits

Contaminants	Grams per Reduced Mile	Total Reductions (lbs.)	
		Weekday	Annual
Hydrocarbons	1.36	26.5	9,903.5
PM10	0.0052	0.1	26.4
PM2.5	0.0049	0.1	24.9
NOX	0.95	18.5	4,822.3
CO	12.4	241.2	62,943.2
CO2	369	7,176.5	1,873,068.4

Source: Emissions rates from EPA Report 420-F-05-022 – Emission Facts: Average Annual Emissions and Fuel Consumption for Gasoline-Fueled Passenger Cars and Light Trucks. 2005.

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7.0 FUNDING

Bicycle projects, programs, and plans can be funded through sources available at all government levels. This section summarizes federal, state, and local/regional funding sources; along with more non-traditional funding programs. The following summary is provided in order to help guide the city in identifying and soliciting project funding through these programs since it is impractical to assume that individual projects will be funded by specific funding programs because of the competitive nature of some of the funding programs.

7.1 – Federal

MAP-21, the Moving Ahead for Progress in the 21st Century Act was signed into law by President Obama on July 6, 2012. MAP-21 is the first long-term transportation authorization act since the Safe, Accountable, Flexible, Efficient Transportation Equity Action: A Legacy for Users (SAFETEA-LU) act of 2005, and programs over \$105 billion for fiscal years (FY) 2013 and 2014. MAP 21 creates a streamline performance-based surface transportation program that builds on many highway, transit, bike, and pedestrian programs and policies first established in 1991 with the authorization of the Intermodal Transportation Efficiency Action (ISTEA).

Funding surface transportation programs at over \$105 billion for fiscal years (FY) 2013 and 2014, MAP-21 is the first long-term highway authorization enacted since 2005. MAP-21 is a performance-based program that requires states to invest resources in projects that achieve individual targets that collectively will help accomplish national goals. MAP-21's national performance directly related to bicycle and non-motorized transportation include:

- **System Reliability** – To improve the efficiency of the surface transportation system
- **Environmental Sustainability** – To enhance the performance of the transportation system while protecting and enhancing the natural environment

The individual surface transportation programs contained in MAP-21 are summarized below.

Surface Transportation Program (STP) – The STP program provides an average of \$10 billion per year in flexible funding that can be used by state and local governments for projects that preserve or improve conditions and performance on any Federal-aid highway, bridge projects on any public road, facilities for non-motorized transportation, transit capital projects, and bus terminal and facilities.

Highway Safety Improvement Program (HSIP) – MAP-21 provides an average of \$2.4 billion per year for projects that demonstrate a quantifiable improvement to safety on all public roadways and involving different travel modes including non-motorized transportation. Each state is responsible for identifying key safety problems, establish their relative severity, and adopt strategic performance-based goals to maximize safety. Funds are allocated based on how the individual projects achieve these goals.

Congestion Management and Air Quality Improvements Program (CMAQ) – The CMAQ program provides an average of \$3.3 billion per year to state and local governments for transportation projects and programs that help meet the requirements of the Clean Air Act. Funding is available to reduce congestions and improve air quality for areas that do not meet

the National Air Quality Standards for ozone, carbon monoxide, or matriculate matter (nonattainment areas) as well as for former nonattainment areas that are now in compliance. Projects that reduce or replace automobile travel with non-motorized transportation (walking or bicycling) are key components of this program.

Transportation Alternatives (TA) – The Transportation Alternative program provides funding for a variety of alternative transportation projects that were previously funded through different federal funding programs. This program is funded at a level equal to two percent of the authorized Federal-aid highway and highway research funds. States must use a specific portion of their TA fund allocations for recreational trail projects. Other eligible uses include transportation alternatives (i.e. bicycle, pedestrian, streetscape projects) and Safe Routes to School programs.

Safe Routes to School Program (SRTS) – The SRTS program aims to increase encourage school-aged children (grades K – 8) to walk and bicycle to school. SRTS is funded through MAP-21's Transportation Alternatives program and is administered by each state's Department of Transportation. This program's goals include:

- Improved bicycle and pedestrian safety around schools
- Decreased traffic congestions around schools
- Reduced childhood obesity
- Improved air quality, community safety and security, and community involvement
- Improved partnerships among schools, local agencies, parents, community groups, and non-profit organizations

The SRTS program funds the implementation of both capital improvement projects and programs that support increased walking and bicycle travel to school by school-aged children (grades K-8). A minimum of 70 percent of annual apportionments are used to fund capital projects, and 30 percent for programs. The program funds a maximum of \$1,000,000 per infrastructure project and \$500,000 for educational/ encouragement projects.

Examples of eligible capital improvement projects include:

- Bicycle paths, lanes, and routes; and bicycle racks
- Pedestrian projects including new sidewalks, sidewalk widening, sidewalk gap closures, curbs, gutters, curb ramps, pedestrian bridges, high-visibility crosswalks, and paths.
- Traffic calming including traffic circles, speed humps, sidewalk bulb-outs, median refuge islands, and other related improvements
- Traffic control devices including new or upgraded traffic signals, pavement markings, in-pavement pedestrian signals, flashing beacons, bicycle-activated traffic signals, pedestrian countdown signals, and signage.

SRTS-funded educational and encouragement programs are intended to improve the safety and acceptance of walking or riding a bicycle to school and thereby increase the overall use of non-

motorized transportation among school children and their parents. Examples of the eligible programs include:

- Education – Teaching school children about transportation choices, the benefits of active transportation (bicycling and walking), bicycle safety training, and community driver safety programs.
- Encouragement – Organizing special events and activities that promote bicycle travel or walking.
- Enforcement – Collaborating with local law enforcement agencies to increase the compliance of traffic laws on streets adjacent to school campuses (enforcement of traffic speeds, yielding the right-of-way to pedestrians at street crossings, and assuring the pedestrians and bicyclist behave in a safe manner), and initiating community-based safety programs such as crossing guards.
- Evaluation – Collecting before and after data in order to quantify a program’s effectiveness in influencing travel behavior and to determine the program’s level of success in reaching its intended goals.

Land and Water Conservation Fund (LWCF)

The LWCF program provides grants to State and local governments for the acquisition and development of public outdoor recreational facilities. This program’s goal is to create and maintain high quality recreational areas and facilities throughout the nation and to stimulate non-federal investment in the protection and maintenance of recreational resources.

Petroleum Violation Escrow Account (PVEA)

PVEA funds are derived from fines assessed on oil companies in the 1970s for violating federally-established price caps. These funds are distributed at the state level through a grant program administered by the Department of Energy’s State Energy and Weatherization Assistance Program. PVEA funds are used to implement projects that conserve energy including public transportation and non-motorized projects.

Recreational Trails Program

The Recreational Trails Program provides funding to states to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized recreational trail users. Eligible projects covered under this program include:

- Maintenance and restoration of existing trails
- Development and rehabilitation of trailside and trailhead facilities
- Purchase and lease of equipment used in constructing and maintaining trails
- Construction of new trails
- Acquisition of trail rights-of-way or easements
- Educational programs that promote safety and environmental awareness

7.2 – State

Bicycle Transportation Account

The State of California’s Bicycle Transportation Account (BTA) program provides funding to cities for projects that help improve conditions and safety for bicycle commuters. These projects include, but are not limited to:

- New bikeways along major transportation corridors
- Improved bicycle access to transit facilities
- New bikeways that remove barriers for bicycle commuting
- Secure bicycle parking at employment centers, park-and-ride lots, schools, transit facilities, and other bicycle trip generators
- Installation of traffic control devices that improve the safety and efficiency of bicycle commuting
- Installation of bicycle racks or carrying equipment on public transit vehicles
- Elimination of hazardous conditions on existing bikeways
- Improvement and maintenance of existing bicycle facilities

Eligible project activities include project planning, preliminary engineering, final design, right-of-way acquisition, construction, and/or rehabilitation.

Caltrans’ Bicycle Facilities Unit programs BTA funds to cities on an annual basis through a competitive grant process. BTA funds up to 90 percent of a project’s total cost (10 percent minimum local match requirement). Approximately \$7.2 million is available through the BTA program on an annual basis. The City of Huntington Park is eligible to receive BTA funding upon the completion and adoption of this Bicycle Transportation Master Plan.

AB 2766 Subvention Funds

The Southern California Air Quality Management District (SCAQMD) distributes funds generated from annual vehicle registration renewals directly to cities for mobile source emissions reduction programs. These funds can be used for bicycle projects that can demonstrate a reduction in mobile source emissions related to automobile travel.

Environmental Enhancement and Mitigation Program (EEMP)

Environmental Enhancement and Mitigation (EEMP) funds are used to implement projects that offset environmental impacts of a new or modified transportation facility above or beyond mitigations measures identified in the project’s CEQA document. These projects may include highway landscaping, urban forestry projects, roadside recreation projects, and acquisition or enhancement of resource lands. This program is funded by state gas tax revenues.

Highway Safety Improvement Program

This program funds projects that reduce the number and severity of traffic accidents on all public roads and highways. HSIP funds are programmed through a competitive grant process where projects are evaluated through the use of either a Safety Index to Work Type. Project applications are initially evaluated through the use of the Safety Index that seeks to identify each project’s benefit in terms of quantified safety improvement projections and project cost. The Safety Index produces a ranked list of

projects with the highest ranking projects receiving funding. Unfunded projects are then moved to the Work Type category where they are further evaluated and ranked. Approximately 75 percent of annual HSIP funds are reserved for Safety Index projects and 25 percent for Work Type projects.

Projects in the Safety Index category include installation of raised median islands, protected left-turn phasing, and roadway widening. Work Type projects include curb ramps, crosswalks, construction of bus stop aprons, and right-turn lane installation.

Office of Traffic Safety (OTS) Grant

This program funds projects and programs specifically intended to improve bicycle and pedestrian safety. Costs related to educational and enforcement programs such as bicycle helmet distribution, design and printing of public information materials (posters, billboards, pamphlets), police safety demonstrations at schools, and development of safety education curriculums for local schools.

Safe Routes to Schools (SR2S) Program

The State's Safe Routes to School program seeks to construct facilities that promote safe walking and bicycling to school for children (grades K-12) in order to increase the use of active transportation among school children. The state and federal Safe Routes to Schools programs share similar goals and objectives although their funding sources, local match requirements, and other program requirements may differ.

SR2S funds primarily physical improvements located within public rights-of-way. Improvements located within school campuses are also eligible for funding provided that the school campus are incidental to the overall project cost. Funding may be used to construct bicycle facilities, traffic control devices, and traffic calming measures. A maximum of 10 percent of a project's funding can be used for outreach, education, enforcement, and/or encouragement activities. This program allocates approximately \$25 million annually to eligible projects. It funds a maximum of \$900,000 per project and up to 90 percent of the total project cost.

Transportation Development Act – Article 3 Funds (TDA-3)

TDA-3 funds are allocated by the State to counties for the implementation of bicycle and pedestrian facilities. Metro administers these funds and annually programs them to cities on a per-capita basis. Eligible project expenditures include:

- Engineering expenses leading to construction
- Right-of-way acquisition
- Construction and reconstruction
- Retrofitting of existing bicycle and pedestrian facilities including signage installation, and ADA compliance
- Route improvements such as bicycle loop detectors, rubberized rail crossings, bicycle-friendly drainage grates, and bicycle-accessible traffic signal controls
- Purchase and installation of bicycle facilities such as secure bike parking, benches, drinking fountains, changing rooms, restrooms, and showers (provided that these facilities are adjacent to bike trails, employment centers, park-and-ride lots, and/or transit terminals and are accessible to the general public.

Up to five percent of an agency's annual TDA-3 allocation may be used to help fund bicycle safety and education programs. Cities are allowed to use a maximum of one entire year's TDA-3 allocation, no more frequently than once every five years, to develop comprehensive bicycle and pedestrian plans.

Active Transportation Program

The State's new Active Transportation Program was established in 2013 with the passage of SB 99 and AB 101. The program was established to encourage the increased use of active transportation modes including walking and bicycling. The ATP funds the implementation of projects that support increased walking and bicycling and improve safety for non-motorized travel. The ATP consolidates different federal and regional funding programs under one funding cycle. The ATP will fund projects through a competitive grant process beginning in 2014.

The ATP program will replace the Metro Call for Projects as the primary source for bicycle funding within Los Angeles County because all Federal Transportation Alternatives (TA) funding will be programmed by the State in coordination with local Metropolitan Planning Organizations (i.e. SCAG). ATP funding will be allocated based on the following formula:

- 50 percent of total funding to be programmed by Caltrans for statewide projects
- 40 percent will be programmed by local MPOs, in coordination with county transportation agencies and local Caltrans offices for projects located within their jurisdiction.
- 10 percent will be reserved for projects located within small urban or rural areas with populations less than 200,000.
- 25 percent of the funding allocated to these three categories will be reserved for projects located within disadvantaged communities.

7.3 – Regional

Proposition C Local Return

Proposition C is a ½ cent sales tax measure approved by Los Angeles County voters in 1990 and administered by Metro. Twenty percent of Proposition C tax revenues are designated for the Local Return program that are used by cities and Los Angeles County to develop and/or improve public transit and the related transportation infrastructure. Proposition C Local Return funds can be used for the project construction and maintenance, bicycle parking, signage, and information/safety programs provided that they meet the following requirements:

- Projects are linked to employment or educational sites
- Projects shall be used primarily for commuting or utilitarian trips
- Jurisdictions have completed and submitted a (Pavement Management System) Self Certification.

Measure R Local Return

Measure R is a ½-cent sales tax increase approved by Los Angeles County voters in 2008. It funds public transit improvements within Los Angeles County for a period of 30 years beginning July 1, 2009. Fifteen percent of Measure R tax revenues are designated for the Local Return Program. Metro administers these funds and programs them annually to cities on a per-capita basis. Measure R Local Return funds are used to develop and implement projects that improve transportation and quality of life. Eligible expenses include:

- Major street resurfacing, rehabilitation, and reconstruction
- Pothole repairs
- Traffic signal improvements (left-turn signals, synchronization, etc.)
- Bikeways
- Pedestrian improvements
- Transit

Metro Call for Projects

The Metro Call for Projects is a competitive grant program that provides partial funding for regionally significant transportation projects throughout Los Angeles County that improve mobility, maximize person throughput on streets, reduce vehicle miles traveled (VMT), and reduce greenhouse gas (GHG) emissions. Cities and public agencies that provide public transportation facilities and/or programs are eligible to receive funding through the Call. Project funding comes from a variety of federal, state, and local sources as shown below:

Federal

- Congestions Management and Air Quality (CMAQ)
- Regional Surface Transportation Program (RSTP)

Regional

- Prop C 10%
- Prop C 25%
- Local Transportation Funds

With the enactment of the State’s Active Transportation Program, Metro will need to determine the extent to which it will continue to fund projects related to active transportation modes in future Call for Projects cycles. Projects that include bicycle and/or pedestrian improvements may still be funded through the Call for Project’s other modal categories that encourage multimodal travel or Transportation Demand Management.

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8. IMPLEMENTATION PLAN

8.1 – Past Bicycle Expenditures

Huntington Park is using \$24,808 of its FY 2009 TDA-3 allocation to purchase and install bike racks throughout the city. Previous expenditures also include bicycle safety and education programs.

8.2 – Master Plan Cost Estimates

Planning-level cost information contained in the County of Los Angeles Bicycle Master Plan was used to develop the estimated costs of the proposed bicycle network. These estimates include costs for survey and design, construction, administration, and contingencies. They do not include programmatic or project-level environmental review, or detailed traffic studies. The proposed bicycle network's estimated total costs is approximately \$8.8 million. Table 8.1 shows proposed network's cost estimate by facility type.

Table 8.1 – Bicycle Network Cost Estimate

Facility Type	Quantity (miles)	Unit Cost (per mile)	Cost Estimate
Class I Bike Paths	4.0	\$1,200,000	\$8,400,000
Class II Bike Lanes	3.8	\$40,000	\$152,000
Class III Bike Routes			
Signed only	9.3	\$15,000	\$139,500
Sharrows	5.7	\$25,000	\$142,500
Total	22.1		\$8,834,000

The City supports the development of Class II Bike Lanes along Randolph Street as a short term improvement given the roadway's ability to provide a direct connection between the Slauson Blue Line Station and the Los Angeles River Trail, accessibility to other proposed bicycle facilities and destinations within Huntington Park, and coordination required to plan, design, and construct the bike path along the railroad right-of-way. Also, city staff supports implementing multiple high priority projects throughout the City rather than expending its limited available funding on a single project. As a result, this plan proposed the development of Class II Bike Lanes along Randolph Street as a short term improvement.

Similarly, the determination of the type of bicycle facility to be developed along Pacific Boulevard will be determined by a separate design project currently being conducted by the City. The ability to implement a Class II bike lane will depend on several factors including whether the existing diagonal parking will be replaced by parallel parking, and to what extent the existing sidewalks are widened. City staff therefore recommends that the Pacific Boulevard be shown as having Class III Sharrows as a short term improvement and Class II Bike Lanes as a long term improvement. Table 8.2 shows the short term network cost estimates.

Table 8.2 – Short Term Bicycle Network Cost Estimate

Facility Type	Quantity (miles)	Unit Cost (per mile)	Cost Estimate
Class I Bike Paths	1.2	\$1,200,000	\$2,520,000
Class II Bike Lanes	5.8	\$40,000	\$232,000
Class III Bike Routes			
Signed only	9.3	\$15,000	\$139,500
Sharrows	6.5	\$25,000	\$162,500
Total	22.8		\$3,054,000

8.3 – Project Evaluation Criteria

The following criteria was used to evaluate each project’s ability to meet the City of Huntington Park’s goals and needs regarding increasing bicycle travel.

Connectivity to Proposed Bicycle Facilities – The successful implementation of this proposed bicycle network will also include coordination with neighboring cities and Los Angeles County to assure that the network connects to proposed facilities in the neighboring communities. The preparation of this plan included a review of the Los Angeles County Bicycle Master Plan and Metro’s 2006 Bicycle Transportation Account Compliance Document. Proposed facilities on Florence Avenue, Pacific Boulevard, State Street, California Avenue, and Randolph Street connect to proposed facilities contained in these other plans.

School Access – School children typically have a higher bicycle mode split for “commuter” travel than do adults. Proposed facilities located directly adjacent to schools within the city will received higher priority in order to encourage more students to ride their bikes to school.

Access to Local Destinations – Bicycle facilities that provide improved access to local destinations, specifically those that have the potential to generate a high number of bicycle trips will receive a higher priority. Improving bicycle and pedestrian access to parks, the Civic Center, and Downtown Huntington Park (Pacific Boulevard) can reduce traffic congestion and make more efficient use of the city’s existing roadway network.

Bicycle Collisions – Bicycle facilities can help improve bicycle safety by reducing the frequency of traffic collisions involving bicycles. Proposed facilities located on roadways with high concentrations of bicycle collisions will receive priority.

Transit Connections – Improving bicycle connections to transit facilities is an effective way of extending the length of a commute trip involving bicycles. It also helps elevate bicycling as a viable travel mode for commute trips. This is specifically relevant to cities with high concentrations of transit service and corresponding transit ridership such as Huntington Park.

Feasibility – Project costs, resource availability, physical and operational conditions, and political support influence the ability to implement a project within a short or long-term horizon. A Class I bike path project may be highly ranked but a city may not be able to implement it for several years because of limited available funding. Similarly a proposed bike lane project may require the elimination of on-

street parking or reducing travel lanes, which, may not be supported politically. These circumstances must be considered in evaluating the plan’s proposed projects.

8.4 – Project Rankings

The criteria described in the previous section were used to evaluate the projects identified in this master plan. Each project received a score based on how well it met the conditions specified in each criterion, and finally each criterion was weighted based on input provided by city staff. The projects were then ranked based on their weighted scores resulting in a non-constrained prioritized project list. Project cost estimates and availability of funding resources was then used to develop a constrained phased project list that identifies projects to be implemented in specific time horizons.

Table 8.3 shows the project ranking criteria and scoring methodologies, Table 8.5 contains the prioritized project list, and Table 8.4 contains the constrained phased project list.

Table 8.3 – Project Ranking Criteria

Criteria	Description	Weight	Points	Weighted Score
Planned bike facilities	Connects to a planned bike facility in a neighboring city/community.	1	3	3
	Located on a roadway/ROW that passes through more than one city		1	1
	Located on a roadway/ROW located entirely within HP		0	0
Schools	Passes directly adjacent to more than one school	3	3	9
	Passes adjacent to one school or within 0.25 mile of multiple schools		1	3
	Does not provide improved access to schools		0	0
Activity Centers	Located within or provides direct access to local activity centers	3	3	9
	Provides limited or secondary access to local activity centers		1	3
	Does not directly access local activity centers		0	0
Bike Collisions	Located along a roadway where more than 5 bike collisions have taken place within the past 5 years	2	3	6
	Between 1 to 4 bike collisions within the past 5 years		1	2
	No bike collisions		0	0
Public Input	Public stated its support or desire for a specific facility multiple times	2	3	6
	Public stated its supports or desire for a specific facility once		1	2
	Not identified by the public as a desired facility		0	0
Transit	Connects directly to multiple bus stops and rail stations or regional transit hubs	2	3	6
	Indirectly accesses regional transit hubs or a limited number of bus stops served by local and regional lines		1	2
	Connects to bus stops served only by local transit lines or does not improve access to bus stops		0	0
Project Feasibility	Project is supported politically, located within public ROW, minimum changes to existing conditions, limited external funding needed.	3	3	9
	Required modifications to roadway, marginal political/local support, higher project cost		1	3
	Project support may not be strong, ROW not owned by the city, long-term funding commitment required.		0	0
Maximum Possible Score:				48

Table 8.4 – Non-Constrained Ranked Project List (Weighted Score)

Facility/Street	Class	Distance	Evaluation Criteria						Total Weighted Score	
			Regional Signif.	Schools	Activity Centers	Bike Collisions	Public Input	Transit		Project Feasibility
1 State St/Boyle Ave	2	1.8	3	9	3	6	6	2	9	38
2 Pacific Blvd (1)	2	0.8	3	3	9	6	6	6	3	36
3 Randolph Street (1)	1	2.8	3	3	9	6	6	0	9	36
4 Gage Avenue	3-S	2.1	1	9	9	6	2	6	3	36
5 Saturn Avenue	3-S	1.8	0	9	9	2	2	4	9	35
6 Miles Ave/Soto St	3-S	1.2	1	9	9	2	2	2	9	34
7 Pacific Boulevard	2	0.8	3	3	9	6	6	6	0	33
8 Pacific Boulevard (2)	3S	0.7	3	9	3	2	2	6	3	28
9 Randolph Street	1	2.8	3	3	9	6	6	0	0	27
10 Florence/Walnut	2	1.3	3	3	3	6	2	6	3	26
11 Zoe Avenue	3	1.5	0	9	9	2	2	1	3	26
12 Belgrave Avenue	3	0.6	0	9	3	2	0	2	9	25
13 61 st Street	3	0.8	1	9	3	0	0	0	9	22
14 Cottage Street	3	0.5	0	9	9	0	0	0	3	21
15 58 th Street	3	0.5	0	9	3	0	0	0	9	21
16 Malabar Avenue	3-S	1.1	1	9	3	2	0	2	3	20
17 Clarendon Avenue	3	1.6	1	3	3	2	0	2	9	20
18 Santa Ana Street	3	1.1	3	3	0	2	0	2	9	19
19 Albany Avenue	3	0.3	1	9	0	0	0	0	9	19
20 Carmelita Avenue	3	0.4	1	3	3	2	0	0	9	18
21 California Avenue	3	0.7	3	0	0	2	0	2	9	16
22 Salt Lake Avenue	1	1.2	3	0	3	2	0	0	0	8

8.5 – Project Implementation

The implementation plan’s purpose is to provide the city with guidance for implementing the plan over a specific timeframe based on available local resources, securing external resources from various funding sources, and local project support.

Local Funding

Huntington Park receives annual allocations of Proposition C and Measure R Local Return funds along with TDA Article 3 funds. An accurate estimate of the city’s available local funding for bicycle facilities needs to account for the variety of other local transportation projects that are funded by these programs such as local transit services (Combi, Dial-A-Ride, transit fare subsidies), roadway maintenance and improvement projects (specifically for roadways with heavy transit use), traffic signals, and pedestrian improvements. Table 8.5 shows Huntington Park’s total Local Return and TDA-3 funding estimates for FY 2013-14. It also includes an estimate of the funding available for bicycle projects based on the following assumptions:

- The city will begin to implement bicycle improvements on local roadways as part of its ongoing Capital Improvement Program and Pavement Management System
- 20 percent of its Proposition C and measure R funds will be used to fund roadway improvements that include bicycle facilities
- 50 percent of the city’s total TDA Article 3 allocation will be used to fund bicycle improvements

Table 8.5 – Estimated FY 2013-14 Local Bicycle Funding

Local Funding Program	FY 2013-14 Allocation Estimates	Percentage	Estimated Local Bicycle Funding
Proposition C	\$821,569	10%	\$82,160
Measure R	\$616,176	10%	\$61,620
TDA Article 3			
FY 2014 Allocation	\$47,509	50%	\$23,750
*Prior Years’ Reserves	\$84,853	50%	\$42,430
Total	\$1,507,107		\$209,960

* Prior years TDA Article 3 reserve include annual allocations from Fiscal years 2009-10 thru 2011-12.

It is important to note that the amount of Proposition C Local Return funds that the City can use towards implementing bike lanes or routes on local streets will significantly increase when the city prepares a local Pavement Management System (PMS) for its roadways that cry regularly scheduled fixed-route public transit services. The preparation and adoption of a PMS will allow the City to use a portion of its Proposition C Local Return funds for pavement rehabilitation projects that can include bike lanes or sharrows. Table 8.6 shows the local streets on which Prop C can be used for pavement rehabilitation projects that include bike lanes or sharrows.

Table 8.6 – Local Streets Eligible for Prop C Funding for Pavement Management Projects

East-West	North-South
Clarendon Avenue	Pacific Boulevard
Randolph Street	Miles Avenue
Gage Avenue	State Street
Saturn Avenue	California Avenue
Florence Avenue	
Santa Ana Street	

Table 8.7 shows the prioritized project list including the cost estimates for each project. The cost estimates assume Class II Bike Lanes on Randolph Street and Sharrows for the entire 1.5 mile segment of Pacific Boulevard (between Florence Avenue and north city limit). The table shows that the estimated \$209,960 in available local funding is sufficient to fund the top three projects.

Table 8.7 – Constrained Phased Project List

Facility/Street	Rank	Class	Distance	Cost Estimate	
				Project	Cumulative
State St/Boyle Ave	1	2	1.8	\$72,000	\$72,000
Pacific Blvd (1)	2	2	0.8	\$20,000	\$92,000
Randolph Street (1)	3	1	2.8	\$112,000	\$204,000
Gage Avenue	4	3-S	2.1	\$52,500	\$256,000
Saturn Avenue	5	3-S	1.8	\$45,000	\$301,000
Miles Ave/Soto St	6	3-S	1.2	\$30,000	\$331,500
Pacific Boulevard	7	2	0.8	\$	\$
Pacific Boulevard (2)	8	3S	0.7	\$17,500	\$349,000
Randolph Street	9	1	2.8	\$	\$
Florence/Walnut	10	2	1.3	\$19,500	\$386,500
Zoe Avenue	11	3	1.5	\$22,500	\$391,000
Belgrave Avenue	12	3	0.6	\$9,000	\$400,000
61 st Street	13	3	0.8	\$12,000	\$412,000
Cottage Street	14	3	0.5	\$7,500	\$419,500
58 th Street	15	3	0.5	\$7,500	\$427,000
Malabar Avenue	16	3-S	1.1	\$27,500	\$454,500
Clarendon Avenue	17	3	1.6	\$24,000	\$478,500
Santa Ana Street	18	3	1.1	\$16,500	\$495,000
Albany Avenue	19	3	0.3	\$4,500	\$499,500
Carmelita Avenue	20	3	0.4	\$6,000	\$505,500
California Avenue	21	3	0.7	\$10,500	\$516,000
Salt Lake Avenue	22	1	1.2	\$2,520,000	\$3,036,000

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9. PROGRAM RECOMMENDATIONS

The implementation of programs designed to encourage increased bicycle travel among local residents, education residents regarding safe and responsible bicycle travel, and enforce laws that improve safety for bicyclists are important components of a comprehensive strategy to support increase bicycle commuting. This section provides a description of these programs.

9.1 – Education

A wide range of educational programs are available that provide information regarding laws that enable bicyclists, pedestrians, and motorists to travel safely within a roadway. These programs can include a general overview of laws and regulations to detailed instruction and training about specific topics. They can range in length from multi-day workshops to training sessions help over the course of a few hours. The city should ensure that the curriculum and training methods are appropriate to the targeted audience.

Youth Bicycle Safety Education Programs

These programs are designed to train students about the rules of the road, proper use of bicycle equipment, bike skills, safe street crossing, and the benefits of bicycling. These programs are often incorporated into Safe Routes to School programs. They can be integrated into classroom lessons, physical education programs, or provided after school. Classroom training can be provided by teachers, trained professionals, or law enforcement officers. These programs are most appropriate for students in 4th through 8th grades. Additional information on bicycle and pedestrian safety curriculums is available from the National Center for Safe Routes to Schools.

Bicycle Skill Courses

The League of American Bicyclists (LAB) has developed a comprehensive bicycle skills curriculum that is considered to be the national standard for adults seeking to improve their bike riding skills. These classes include bicycle safety checks, basic maintenance, both basic and advanced on-road skills training, and driver education. The Los Angeles County Bicycle Coalition (LACBC) currently offers adult LAB courses that are taught by certified instructors. Huntington Park can partner with the LACBC and other non-profit organizations to expand the course offerings or incorporate them into other city programs.



Bicycle Rodeos

Bicycle rodeos are individual events that help children develop basic bicycling techniques and safety skills through the use of a bicycle safety course. Rodeos are usually staged in school playgrounds, parks, or parking lots that are equipped with props (such as traffic cones, stop signs, and other signage) that simulate roadway environments. Students receive instruction on how to observe traffic signals or stop signs and safe ways to cross streets. Rodeos also include safety inspections to ensure that bicycles and

helmets are properly sized. These events can include free or low-cost helmet distribution and bicycle maintenance.

Share the Road Campaigns

These programs are designed to raise the awareness of motorists of the presence of bicyclists traveling on roadways. They promote a heightened understanding that roadways are used by multiple users including bicyclists and increase safe and curious operation of all travel modes. These programs typically include the bicycle safety literature, local bike maps, bike bells and other safety paraphernalia, and organized bike rides or other public events.

Effective share the road campaigns typically involve:

- Development of a simple and clear share the road brochure that are distributed in local bike shops, schools, and public facilities
- Sponsoring a bicycle bell giveaway event on heavily-used bike trails or lanes. Volunteers or city staff can distribute the bells and safety information to local cyclists
- Conducting media outreach before local bicycle events or safety programs



Share the road programs are also effective ways to encourage increased bicycle commuting.

9.2 – Encouragement

Encouragement programs provide participants with incentives, recognition, or services that make bicycling a more convenient transportation mode in order to increase both the frequency that people travel by bicycle and bicycle trip lengths.

Bicycle Signage Programs

Signage programs provide bicyclists with increased information about local destinations and preferred routes. A city may developed a uniformed signage program as part of a larger wayfinding program targeted at both pedestrians and bicyclists.

This may include an expansion of the city's existing signage program specifically in the areas of placement, frequency, development of map placement maps that identify key locations along proposed bicycle facilities, and design and placement standards. The signage can include suggested routes to local destinations, distances, and connections to other travel modes.



Bicycle Maps

The distribution of maps that show the location of an existing bicycle network is one of the most effected ways to encourage increased bicycle travel for both utilitarian and recreational purposes. The bike map can also show the most convenient way to access a local or nearby destination by bicycle, and

highlight unique areas or districts within a city such as retail or historic districts, school campuses, recreational destinations, and employment centers. Maps can range in scale from county or regional, city, or community specific. Maps can either be distributed in print or electronic versions. Electronic maps tied to GPS systems or smart phone apps have become more popular as they are easier to use by bicyclists.

Multimodal Access Guides

Multimodal access guides provide information on how to reach local and regional destinations without the use of the automobile. These guides focus on connecting bicycle and walking trips to transit facilities in order to conveniently and safely reach destinations located farther than a distance that can conveniently be traveled by most pedestrians or bicyclists. The emphasis on providing an alternative to automobile travel makes access guides an effective travel demand management (TDM) strategy and help cities or local agencies reach sustainability goals. Access guides typically include:

- Location of bike routes in relationship to local transit lines and transit stops
- Locations of bicycle parking and support facilities (showers, lockers, bike statins, bike corrals, etc.)
- Information on travel times for pedestrians and bicyclists between transit centers and nearby destinations
- Accessibility information for people with disabilities

Special Events

Special events such as organized bike rides or races help provide increased recreational and business opportunities as well as heighten the awareness of bicycling. The City has teamed with the Los Angeles County Bicycle Coalition to stage bicycle races along Pacific Boulevard that attracted hundreds of cyclists from throughout Southern California. The LACBC also provided bicycle safety education information to the community at this event including distributing free bicycle lights.

“Ciclovía” help heighten the awareness of bicycling within a city or community while providing increased recreational and business opportunities. Ciclovías typically involve a street closure where the street is dedicated exclusively to non-motorized travel including walking and bicycling. A limited number of cross streets remain open requiring that participants stop for traffic at these intersections. Ciclovías can be combined with other community events to promote walking or biking as viable forms of transportation and to encourage increased use of active transportation. A Ciclovía’s route should be designed so that it accesses commercial, cultural, or civic destinations. Pacific Boulevard could be an ideal location for such an event.



Community Walk/Bike Tours

Community walking or bike tours are healthy ways to promote a city's history and culture. City staff, local chamber of commerce, business improvement districts, schools, and neighborhood organizations are all potential organizers of these tours. The tours are effective methods for identifying potential improvements to the needed to improve the safety and convenience of active transportation, and promoting local resources or amenities.

Special Event Bicycle Parking

The availability of safe and secure bike parking is often a key determinant on whether people will travel by bicycle to a specific destination or event. The organization of community events should include a provision for bicycle parking. This may include the creation of a temporary bike corral that is staffed by local volunteers. Other forms of temporary bike parking may include using an on-street parking space for bike parking and equipping the space with portable bike racks. Any bike parking consisting of a portable rack should be staffed in order to assure that bike are secured.

9.3 – Enforcement

Enforcement programs target the unsafe bicycling and driving, and enforce laws that help reduce the amount and frequency of automobile/bicycle collisions. These programs help increase the awareness and foster mutual respect of rights of a roadway's users including people driving and automobile, riding a bike, or walking. These programs usually require coordination between local law enforcement, transportation agencies, city staff, and bicycle organizations.

The Huntington Park Police Department is the lead agency for assuring the public safety within Huntington Park. This includes the enforcement of the California Vehicle Code (CVC) as it pertains to bicycling within public rights-of-way.

Targeted Enforcement

Targeted enforcement may include sighting bicyclists for CVC violations particularly in locations with a high concentration of bicycle accidents, enforcement of speed limits, and distribution of information sheets to motorists, bicyclists, and pedestrians. Targeted enforcement is an effective method for local law enforcement to distribute information regarding bicycle laws in a highly visible and public manner. Targeted enforcement may be tied to educational programs where the violator is required to attend safety training classes.

Bicycle Patrol Units

Bicycles are an effective means for police officers to patrol a community because they allow for the officer to be more visible and accessible to the public. They also allow police officers to access locations that are not easily accessible by car such as paths, parks, or other rights-of-way. Bicycle officers undergo special

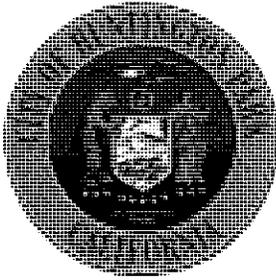


training in bike safety and bicycle-related traffic laws, thus making them more effective in enforcing laws that pertain to bike travel and educating the community about the same.

Radar Speed Signs (Permanent or movable)

Radar speed signs are effective way to enforce speed limits on roadways where speeding is a constant problem. Speed trailers work both as an educational and enforcement tool. An unmanned radar sign inform motorists that they are traveling too fast and that they should reduce their speed. Police officers may be stationed need the sign to stop and sight motorists. Temporary, trailer-mounted signs should not be placed on roadways where they would obstruct bicycle traffic.

APPENDIX



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

March 17, 2014

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

Dear Mayor and Members of the City Council:

APPROVE THE SERVICE AMENDMENT TO THE AGREEMENT WITH DUNCAN PARKING TECHNOLOGIES, INC. TO INCLUDE PARKING CITATION PROCESSING

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the service amendment to the agreement with Duncan Parking Technologies Inc., to include Parking Citation Processing;
2. Adopt Resolution to include third party processing fees;
3. Approve Duncan Parking Technologies Inc., to process delinquent parking tickets

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Finance Department currently processes all parking citation payments in house at our cashier station. In addition, the City conducts hearings for contested parking tickets via a hearing officer provided by the Los Angeles County Sheriff's Department. Finance staff has one person dedicated to handling parking tickets and parking meter revenues; however, all cashiering staff processes parking citation payments.

City staff has evaluated more cost-effective payment processing solutions. Staff solicited proposals from three firms: Duncan Parking Technologies Inc., Phoenix Group and LA County Sheriff's Department to process parking ticket citations on behalf of the City.

A summary of the proposed fees follows. It is important to note that Duncan Parking Technologies Inc., voluntarily lowered their fee structure to match the lowest bid provided by Phoenix Group.

APPROVE AGREEMENT WITH DUNCAN PARKING TECHNOLOGIES, INC., TO
INCLUDE PARKING CITATION PROCESSING

March 17, 2014

Page 2 of 3

Average Cost per Parking Citation Collection	Duncan	Revised Duncan	Phoenix Group	L. A. County Sheriff
Full Service				\$5.10
Lockbox processing	\$1.22	\$0.65	\$0.65	
Processing & Illegal notice	\$1.86	\$1.43	\$1.43	
Customer Fees for IVR or Web processing	\$4.59	\$5.58	\$5.58	

Instead of taking payments at City Hall, residents will now pay their parking tickets to a third-party processing agent. The payments will be processed via mail or on-line. Processing fees will be incorporated as a surcharge to the parking ticket citation fees:

1. \$0.65 per citation
2. \$1.43 - if 45 days late.

For example, a \$48.00 parking ticket would cost \$48.65

Given prior experience, we expect that about 30% of the residents will pay "on time", while the other 70% will incur late fees and a higher processing surcharge.

The Police Department Parking Enforcement unit uses the Duncan software and hardware for issuance of parking citations. The merging of parking citation issuance and payment processing will result in seamless operations and provide significant cost savings. Although Phoenix Group provided a lower rate initially, Duncan Parking Technologies Inc., was willing to match their lower fee structure. City staff recommends Duncan Parking Technologies Inc., to provide parking citation processing services.

Duncan is the largest parking citation processing company. Duncan offers new technology with real time communication capabilities, which provides more complete and real time information, thus allowing for greater operational efficiency and control of parking citation issuance and collection.

Once the Amnesty program has expired on March 30, 2014, the City would like the collection of delinquent parking tickets to continue with Duncan Parking Technologies Inc. Duncan does not charge the City any fees. In fact, the City receives 100% of parking ticket fees and penalties. However, collection agencies typically assess a 35% surcharge.

APPROVE AGREEMENT WITH DUNCAN PARKING TECHNOLOGIES, INC., TO
INCLUDE PARKING CITATION PROCESSING

March 17, 2014

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

It is important to note that this process requires a customer to pay their bills direct to Duncan via mail, on-line, or phone. Customers will no longer be able to make cash payments at our cashiering station. Although this may initially present an inconvenience, it should be remedied once kiosks are installed in City Hall. Transferring the responsibility for processing parking tickets to Duncan not only significantly reduces the amount of annual payments processed by our cashiers, but also reduces the amount of accounting (i.e., cash reconciliation) that needs to be performed by staff as well.

Annual Processed Payments	
Business License	6,000
Parking Citations	16,800
Water	36,000
Total	58,800

FISCAL IMPACT/FINANCING

Since the processing fees are paid by and added to the parking ticket citation, these services will not have a direct financial impact on the City's budget. However, reallocating parking citation processing is expected to provide the Finance Department with additional staff resources and flexibility.

CONCLUSION

Upon approval of the Agreement and Resolution, Duncan Parking Technologies Inc., will commence the implementation of parking citation processing.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO F. MORALES
Director of Finance

ATTACHMENTS

- A. Agreement
- B. Resolution

DATE:	
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILED
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
SENIOR DEPUTY CITY CLERK	

ATTACHMENT "A"

SERVICES AMENDMENT

This Services Amendment, effective on this ____ day of _____, 2013 (Effective Date), modifies the Maintenance Agreement made by and between the City of Huntington Park, California (City) and Duncan Parking Technologies, Inc. (DPTI). This Amendment governs all work performed by any affiliate or representative of DPTI, such work as described in any document incorporated herein or in any writing amending this Amendment.

WHEREAS, City intends that Professional Accounts Management (PAM), an affiliate of DPTI, manage the processing of City's parking citation accounts (Accounts) and collection of Accounts and other evidences of indebtedness (Debts) as may be mutually agreed between the Parties, and PAM intends to manage such Accounts and Debts, and

WHEREAS, City and PAM contemplate a future course of dealing and desire to undertake such dealing subject to the terms and conditions described herein.

NOW, THEREFORE, in consideration of the promises and mutual agreements as stated herein, the Parties agree as follows;

- 1. Term and Entire Amendment.** The body of this Amendment and Schedule A and Schedule B and Schedule C (in total, Amendment), incorporated herein by reference and attached, all together represent the entire understanding between the Parties related to the subject matter hereof and any prior agreements, understandings or representation, whether expressed or implied, have no effect on this Amendment. This Amendment commences on the Effective Date and terminates five (5) calendar years after Effective Date (Term). This Amendment may be extended by mutual agreement of the Parties for two (2) additional successive terms of two (2) calendar years each (Extensions). In the event of any conflict or inconsistency within this this Amendment, precedence is given in the following order: (a) The body of this Amendment, then (b) Schedule A – Processing Services and Schedule B – Collection Services shall be of equal effect.
- 2. Modification and Waiver.** This Amendment may only be modified in writing signed by duly authorized representatives of both Parties. The failure of either Party to insist upon or enforce performance under this Amendment, or the failure to exercise any right or privilege herein conferred, is not a waiver of any such covenant, conditions, rights, or privileges.
- 3. Statements, Invoices and Payments.** PAM shall provide monthly statement(s) itemizing information related to Accounts and Debts. PAM shall invoice City at least monthly or as otherwise described in the relevant Schedule. Payment by City of any PAM invoice is due net thirty (30) days from date of invoice. PAM reserves the right to add one and one-half percent (1.5%) interest, or the maximum allowed by law, per month to invoices past due by ten (10) days or greater.
- 4. Confidential Information.** Unless publicly available on the Effective Date of this Amendment, all business and technical information including but not limited to trade secrets, know-how, show-how, proprietary data, programs documents, studies, reports or data provided or exposed under this Amendment will be kept as confidential proprietary information (Confidential Information) of the Party disclosing the Confidential Information and will not be divulged or made available to any individual or organization without the prior written approval of the original disclosing party.
- 5. Patents, Trademarks, Copyrights, Ownership.** All intellectual property, including, but not limited to, inventions, plans, works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in the performance of this Amendment are the property of the Party that so invented, developed, created or discovered such intellectual property.
- 6. Relationship of the Parties.** PAM agrees and understands that services performed under this Amendment are performed as an independent contractor and not as an employee of City and that PAM acquires none of the rights, privileges, powers or advantages of City employees. PAM's relationship to City in the performance of this Amendment is that of an independent contractor. Performance under this Amendment will at all times be under the direction and control of PAM. PAM shall pay all wages and salaries and shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation and worker's compensation. This Amendment does not create any relationship of agency, partnership or joint venture between the Parties. Nothing in this Amendment gives any Party the right to use any corporate names, trademarks or trade names of any other Party. No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of PAM is granted or implied unless expressed in writing. City and PAM may each be referred to individually herein as Party or collectively as Parties.
- 7. Indemnification.** Each Party indemnifies and will defend the other, its employees and agents from claims, damages and liability occasioned by or arising out of negligence in the performance of this Amendment. Except to the extent caused by the sole negligence or willful misconduct of the other Party, each Party shall indemnify and hold and save each other, its officers, agents

SERVICES AMENDMENT

and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Amendment, and from any and all claims, costs (including defense) and losses accruing or resulting to any person firm, or corporation that may be injured or damaged by the other in the performance of this Amendment. This representation and warranty shall survive the termination or expiration of this Amendment for any reason.

Each Party shall indemnify and hold and save each other, its officers, agents, and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Amendment.

8. Limitation of Liability and Disclaimer. UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, AND WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO WARRANTY, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF REVENUE, LOST PROFITS, BUSINESS OR GOODWILL.
9. Compliance with Laws. Parties shall ensure full compliance with federal, state and local laws, regulations, directives, ordinances and executive orders applicable to the performance of this Amendment.
10. Audit and Records.
 - a. PAM agrees that City, or any of its duly authorized representatives may, at any time during normal business hours and upon reasonable notice to PAM, have access to and the right to examine and audit books, documents, papers, records, and other items that relate to accounting and performance under this Agreement.
 - b. PAM shall maintain these records for a period of three (3) years from the date of any termination of this Agreement. The inspection requirements of this section shall survive any termination of the Agreement by no less than three (3) years.
 - c. City shall maintain and control a bank account (City Account) for purposes of deposit of funds collected by PAM in performance of this Agreement.
 - d. At least monthly, City shall audit records related to the deposit of funds by PAM into City Account and reconcile such records with deposit data provided by PAM. City shall report any variance to PAM within sixty (60) calendar days after the closing date of the record that includes the alleged variance.
 - e. City shall provide all records and documents related to any variance, as requested by PAM, including without limitation; (1) bank deposit slips, (2) cumulative financial reports, and (3) account-related communications
 - f. City acknowledges and agrees that PAM is not be responsible for variances caused in whole or in part by City, any financial institution, vandalism, theft, force majeure events or variances not reported as required under this section.
11. Severability. If any provision in this Amendment, or the application thereof to any person or circumstance is determined by any competent court to be held invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remainder of this Amendment, unless that effect is made impossible by the absence of the omitted provision.
12. Assignment. This Amendment is for the sole use of City and cannot be used by or for any other entity without prior written approval by PAM. Any assignment is null and void without the advance written consent of the non-assigning Party.
13. No Third-Party Beneficiaries. The Parties specifically intend and agree that no one other than the Parties to this Amendment, except either Parties subsidiaries, affiliates, successors or any controlling parent, whether now existing or hereafter resulting from a merger, acquisition, or restructuring of the Party, is or shall be deemed to be a third-party beneficiary of any of the rights or obligations set forth in this Amendment.
14. Insurance. During the Term, PAM will maintain such Bodily Injury, Liability and Property Damage Liability Insurance as is reasonably protective in performance of this Amendment. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount reasonably specified by City.
15. Sub-contracting. PAM is authorized to engage subcontractors at PAM's sole expense. PAM shall notify City of the name, address, and other information reasonably requested regarding any proposed subcontractor, in advance of use of such subcontractor. City shall respond in writing within two (2) business days of PAM's request for approval. Approvals under this section will not be unreasonably withheld by City.

SERVICES AMENDMENT

16. Licenses and Certificates of Authority. During the Term and any Extension, PAM will maintain all licenses and certificates of authority required by law.

17. Arbitration. Any controversy arising out of or related to this Amendment or the breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association (AAA) of California. Another location for arbitration under the Rules of AAA may be chosen if mutually agreed by the Parties. The consideration given by the Parties herein is deemed consideration adequate to support this Amendment for arbitration. A judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof in accordance with California law except as otherwise provided herein. The arbitrators shall have all powers of a court of law in the relevant jurisdiction. Such powers shall include but shall not be limited to: (a) the power to issue temporary restraining orders and injunctions; (b) the power to award damages; (c) the power to issue subpoenas; and (d) the power to issues all orders and to take all actions necessary to enforce their jurisdictions as provided by law. The identity of the arbitrator shall be agreed upon by the Parties. An award in arbitration shall be final and binding upon the Parties and enforceable under law. The prevailing Party in any arbitration proceeding herein shall be awarded its costs and expensed including reasonable attorney fees. For purposes of this contract, a "prevailing party" shall be the party awarded any non-monetary relief sought or more than fifty percent (50%) of the monetary damages sought.

18. Termination and Notice. Either Party may terminate this Amendment for any reason. Notice of termination must be provided in writing a minimum of thirty (30) days in advance of effective termination date. In the event of termination of this Amendment, PAM will provide a final invoice and City shall pay all outstanding amounts as herein described. Termination of this Amendment by City within one (1) calendar year of Effective Date may be subject to costs not otherwise described herein but incurred by PAM (Termination Costs) in the performance of this Amendment. Termination Costs are at the sole discretion of PAM.

Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder will be in writing and deemed delivered (1) business day after delivery by a reputable overnight delivery service; or upon delivery by courier or in person to the following addresses:

To PAM: Professional Accounts Management - Contracts
633 West Wisconsin Avenue Suite 1600 Milwaukee, Wisconsin 53203

To City:

19. Applicable Law. This Amendment is construed and will be enforced under the laws and in the courts of the State of California without consideration to any conflicts of laws principles.

20. Authorization. Representatives signing below warrant that they are duly authorized by their respective Parties to execute this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last written below;

CITY OF HUNTINGTON PARK, CALIFORNIA

PROFESSIONAL ACCOUNT MANAGEMENT, LLC.

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

SERVICES AMENDMENT

SCHEDULE A – PRICING SUMMARY

1. Pricing		
a.	Base Processing -automated per ticket	\$0.65
b.	handwritten citations - per ticket	\$0.85
c.	Notice of Illegal Parking/Per Notice	\$0.28
d.	Postage pass through	\$0.50
e.	IVR Payments - fee per payment	\$3.95
f.	Web Payment - fee per payment	\$3.95
g.	Contested Citation - per citation	\$1.50
h.	Out of State Citations - per registered owner	32%
i.	Lockbox Payment Processing - per citation	\$0.27
j.	Letter Miscellaneous	\$1.25
k.	Refunds	\$5.00
l.	Hearing Schedule & Disposition letter (each)	\$1.25
m.	Collection Contingency Fee	30%
n.	FTB: Collection Contingency Fee	13%
o.	FTB: Cost of Social Security Number	\$1.35
p.	FTB: Cost for notification of Intent letter	\$1.25
q.	On Site Training and Implementation	\$3,000

Automatic annual price adjustments based on the City, CA area Consumer Price Index (CPI) will take effect on or about one (1) year after the Effective Date of this Amendment and annually thereafter. All postage will be paid by PAM then itemized on monthly invoices to City. These prices are full compensation for services to be performed under this Amendment. Parties are each responsible for their own costs of consumable supplies including but not limited to paper, envelopes, and citation paper.

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SERVICES AMENDMENT

SCHEDULE B - PROCESSING SERVICES

1. Referral and Reconciliation. PAM shall receive and process parking citations that City mails or otherwise delivers to it. City shall deliver, mail, or transmit all parking citations on a daily basis. PAM will provide a daily reconciliation of the number of citations delivered by City.
2. Computer Programs and Hardware. PAM will provide all software, written procedures and other supporting items required in performance of this Amendment. PAM shall be responsible for the warranty and maintenance of all hardware and software including AutoPROCESS. City is responsible for any damage, loss, and/or theft of any/all computer hardware, software, and/or equipment used by City at City's location. City will provide insurance coverage for such equipment as described herein.
3. Base Processing. Notice of illegal parking or violation (collectively, Citations) issued by City, whether through AutoPROCESS or manually, will be entered into PAM's system and cleared upon payment or other disposition.
 - a. Requests for Registered Owner information will be sent to the appropriate Departments of Motor Vehicles (DMV).
 - b. Delinquent notices, as required by the CVC, will be generated and mailed by PAM to the Registered Owner including the penalty or fine amount. Payments by mail will be made directly to PAM.
 - c. DMV registration liens will be placed on vehicles having unpaid fines and fees in compliance with the California Vehicle Code and other applicable state and local laws. DMV liens shall be removed through DMV when the entire amount of parking citation fines, fees, and penalties due against the vehicle are satisfied. No extra processing charge will be made for a citation not correctly processed and subsequently corrected and re-entered into the database.
4. Suspension of Processing. PAM shall suspend processing any citation referred to it upon written notice to do so by City. PAM shall maintain records indicating any suspension result.
5. Computer System. PAM will provide City with internet inquiry capability at the City location for retrieval of parking citation information. Ten (10) user licenses will be installed at the City location. City is responsible for all internet connection or other related costs.
6. Contested Citations. In the event a registered vehicle owner disputes liability for an outstanding parking citation, PAM shall process an administrative review based on City parameters, schedule hearings based on City business rules and CVC guide lines..
7. Citations Disposed by Review Hearing or Court. PAM, as a result of an administrative review, hearing or court action may be required to reduce, cancel or void certain parking citations. City shall pay the contractual rate, hereinafter provided, for processing citations regardless of the outcome of such action. PAM shall maintain records indicating any reduction or cancellation of parking citations as a result of such action.
8. Collection and Deposit of Funds. At the direction of City, PAM shall collect and deposit monies received for the payment of parking citation fines and fees into a parking account with a financial institution local to and in the name of City. Costs related to such account are the sole responsibility of City..
9. Collection Disbursement. PAM shall disburse to City on a monthly basis, all monies on deposit from the payment of parking citation fines and fees. Disbursement will be made after the close of the processing month beginning the month following the Amendment date.
10. IVR and Internet Payments. PAM shall provide the public with the ability to pay parking citations using an accepted credit card via an Interactive Voice Response (IVR) system or the internet. The cost for these services, including credit card discount fees, will be recovered by PAM in the form of a \$3.00 convenience fee assessed to the violator for each citation paid.

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SERVICES AMENDMENT

SCHEDULE C – COLLECTIONS SERVICES

1. Performance by City

- 1.1. Authority to Collect. City hereby authorizes PAM to use any legal means necessary to collect Debts placed with PAM by City.
- 1.2. Ownership of Debts. City maintains ownership of all Debts placed with PAM for collection under this Amendment. City maintains all legal right and title to Debts unless otherwise agreed in writing between the Parties.
- 1.3. Duty to Provide Information. City agrees to provide PAM with all information obtained regarding each Debt placed with PAM under this Amendment. It is the obligation of City to provide PAM with all information that may prohibit or delay the collection of the Debt or in any way impact the ability of PAM to collect the Debt, including but not limited to bankruptcy, death, legal disability or other potential or actual defenses, including statute of limitations defense.
- 1.4. Warranties. City warrants that, to the best of City's knowledge, the Debts placed with PAM have been reviewed by City in accordance with this Amendment prior to transfer to PAM, and that the balances reported to PAM are true and accurate, that all obligors on Debts have been disclosed and that all disputes and defenses of debtors have been reported to PAM.
- 1.5. Notice of Dispute. City will inform the PAM in writing, or by such other means as the Parties may expressly mutually agree from time to time, of any Debts subject to this Amendment that have been or are in dispute. Disputes under this provision include oral and written indications and statements by the debtor or any third party that the Debt is in dispute, and includes but is not limited to a request for validation of the Debt. If such dispute is made in writing by debtor, City will notify PAM of the date of the writing and provide PAM with the original written dispute or a copy thereof.
- 1.6. Continuing Obligation. City will continue to provide the most current version of the information required under this Amendment throughout the Term and any Extension.
- 1.7. Authorization to Receive and Endorse Payments. City authorizes and appoints PAM to collect and receive all payments due or payable to City for Debts placed with PAM. PAM has authority to receive payments in any form including but not limited to cash, check, money order, or electronic payment and has authority to endorse all such payments as may be required.
- 1.8. Authorization to Investigate. City expressly authorizes PAM to perform investigative services related to ordinary debt collection activities.

2. Performance by PAM

- 2.1. Amendment to Collect. PAM agrees to provide debt collection services to City in compliance with all applicable laws, regulations, licensing and bonding requirements.
- 2.2. Documentation of Accounts/Financial Reporting. PAM will provide monthly, detailed reports of collection activity related to Debts. The reports include the principal amount of the Debt; amounts collected to date including any allowable fees, costs and interest; dispute information, requests for validation by debtor; agreements by the debtor regarding future payments, bankruptcy, death or legal disability of the debtor, amount of commission retained by PAM, amount remitted to the City and amount remitted to others under this Amendment.
- 2.3. Credit Reporting. PAM will report information regarding Debts in accordance with this Amendment to at least one of the following Consumer Reporting Agencies: Equifax, Experian and Trans Union. PAM agrees to comply with the Fair Credit Reporting Act (FCRA) and all applicable state and federal laws related to such reporting. PAM will comply with standards set by the American Collectors Association, Inc. (ACA), including the ACA Code of Ethics and the ACA Code of Operations.
- 2.4. Insurance and Bond Coverage. PAM will maintain at least the minimum level of insurance and bond coverage required by ACA or state law, whichever is greater, in all jurisdictions in which engaged in collection activity under this Amendment.
- 2.5. Trust Account. PAM warrants that it will maintain a trust account as required by state law while PAM is engaged in collection activity under this Amendment.
- 2.6. Methods and Compliance. PAM uses ordinary and reasonable collection efforts as permitted by law and will at all times comply with the Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA) and all applicable state, federal and local laws and regulations applicable to collections under this Amendment.

3. Legal Process. City reserves sole right and authority to place Debts in litigation, including Debts subject to a forwarding agreement. City may authorize PAM in writing to retain an attorney and commence litigation on behalf of City, subject to separate terms and conditions mutually agreed in writing between the Parties. At no time, nor in any case, does PAM accept any responsibility or liability for any expenses, fees, or damages or any costs or liability related to legal process or use of an attorney to collect Debts.

SERVICES AMENDMENT

4. Cost and Fees
 - 4.1. Collection Fee. The cost of collection services described in this Amendment is percentage-based contingent on Debts collected. A Debt placed for collection with PAM or with an attorney to obtain judgment or otherwise satisfy payment of the Debt is subject to a fee of 30% of the amount actually collected (Collection Contingency Fee) by PAM. The Collection Fee is in addition to any and all other costs including but not limited to court costs, sheriff's fees, interest, late fees, investigatory fees, credit reporting fees or other costs incurred directly or indirectly by PAM in collection of amounts owed under this Amendment.
 - 4.2. Interest and Fees on Debts. City hereby authorizes PAM to add interest, civil penalties, litigation and legal process fees, court costs, attorney fees and other such expenses relating to the collection of Debts as provided by law or debtor contract and to collect this amount from the debtor. Such amounts are considered part of the total original amount placed for collection.
 - 4.3. Remittance. Amounts due City based on one (1) calendar month of collections will be remitted to City by the fifteenth (15th) day of the following month. PAM will provide a report of collection activities to City, up to and including the date of any expiration or termination of this Amendment within thirty (30) calendar days of expiration or termination.
 - 4.4. Reimbursement and Set off. Any fees, costs or expenses incurred by PAM in the course of collection of Debts will be set off against amounts due City for Debts collected. Should funds collected be insufficient for payment in full through set off, City understands and acknowledges that PAM will invoice City for all such costs and expenses.
5. NSF and Disputed Payments. In the event that any Debts reported to City as paid are subsequently returned NSF or reversed as disputed, PAM will reverse the amount of such Debt payment and all fees taken on such payment from the current month's billing statement.
6. Authorization To Forward Accounts. PAM may forward any of City's Debts to another collection agency if the debtor has moved out of the general business area of PAM, and such other collection agency shall have authority to exercise all ordinary and reasonable collection efforts as permitted by law, and shall remit any payments made to PAM less agreed commissions, and PAM shall then remit to City less any agreed commissions.
7. Right To Withdraw Accounts or Termination. City may request the return of any Debts not yet collected provided thirty (30) calendar days advance written notice (Notification Period). PAM agrees to return Debts not collected by the end of the Notification Period along with appropriate financial records of the Debts including amounts collected, commission retained, additional fees, interest and charges added, and a detailed statement of expenses incurred by PAM on behalf of City. In the event of termination of this Schedule or the Amendment, the City will pay all amounts due under this Amendment on Debts that have been collected through the end of PAM's business day on the date of termination.
8. Assignment and Process. PAM will accept assignment of Debts in accordance with the following business rules;
 - 8.1. Issued since August 1st, 2008
 - 8.2. Have reached delinquent day 95
 - 8.3. where first notice mailed
 - 8.4. all penalties applied
9. Collection Letters. PAM will propose collection letters to City for review, edit and approval. Collection letter types may include Notice of Assignment to Collection Agency, Demand for Payment, Pending DMV Hold, Pending Tax Offset (where applicable), or Pending Credit Bureau Placement.
10. Skip Tracing. PAM will provide skip trace services where required to locate violators a current address for all Debts.
11. Customer Service. PAM will provide a toll-free Customer Service number listed on all correspondence for violators to contact PAM for any reason.
12. Debtor Dispute Resolution. PAM will provide dispute resolution services, in accordance with business rules established by City, to review violator claims of non-liability and forward accounts to City where PAM has determined a valid reason for dismissal. City, at its sole discretion, will make final decisions on such matters and update the AutoPROCESS System to reflect such decision.
13. Lockbox Remittance Processing. All PAM Collection letters include a return remittance envelope addressed to PAM's remittance processing center. PAM will provide lockbox remittance processing of all payments and update the AutoPROCESS System on a daily basis.
14. Bank Account. PAM will maintain a bank account in the name of PAM and City (Bank) for deposit of all revenue received directly from lockbox, internet and IVR payment sites. The Bank will be available for inspection at any time by City through on line access.
15. Noticing of Impending DMV Hold. PAM will send "Notice of Impending DMV Hold" to registered owner a minimum of fifty (50) calendar days prior to DMV renewal notice date.
16. DMV Hold Process. PAM will file DMV Holds on behalf of the City. City is responsible for all DMV Hold fees. Revenue collected as a result of the Hold process is not subject to the Collection Fee or reimbursement to PAM.

SERVICES AMENDMENT

ATTACHMENT 1 – OPTIONAL EQUIPMENT AND SERVICE PRICING

- | | |
|---------------------------------------------------------------------------|--------------------|
| 1. Duncan Liberty Parking Meter Mechanisms | \$499.00 each |
| 2. Duncan AutoTRAX Management System (software/limited licenses included) | \$8.50/meter/month |

City is responsible for all costs associated with credit card gateway services through an approved gateway provider for the processing of electronic payments. City is responsible for all applicable credit card transaction fees including but not limited to gateway, merchant, interchange, dues, assessments, network, FAMF and other third party credit card use and processing fees.

Annual extended maintenance support for the AutoCITE X3 and related equipment, and AutoTRAX meter management software pricing is volume and term dependent and subject to a current quotation.

ATTACHMENT "B"

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RESOLUTION NO.: _____

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF HUNTINGTON PARK
ESTABLISHING PARKING VIOLATION
PROCESSING FEES.

WHEREAS, the City Council of the City of Huntington Park adopted Resolution No. 2010-83 which set forth the fine schedule for parking violations a late payment penalties pursuant to Vehicle Code section 40203.5;

WHEREAS, on March 17, 2014, the City Council approved an agreement with Duncan Parking Technologies, Inc. to provide parking violation processing services (the "Agreement");

WHEREAS, the Agreement, a copy of which is attached hereto and incorporated herein by this reference, provides for processing fee for the payment of parking fines; and

WHEREAS, the City desires to increase the amount of the fines set forth in the schedule of fines in order to ensure the coverage of the costs associated with issuing, processing and recovering the fines.

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

SECTION 1. The City Council hereby increases the amount of the fines set forth in Resolution No. 2010-83 to include the processing fees pursuant to the Agreement as follows:

- (a) Base processing fee -automated per citation: \$0.65
- (b) Handwritten citations processing fee per citation: \$0.85
- (c) Notice of illegal parking processing fee per notice: \$0.28
- (d) Postage pass through \$0.50
- (e) Interactive Voice Response (IVR) Payments - fee per payment: \$3.95
- (f) Web Payment - fee per payment: \$3.95
- (g) Contested Citation - per citation: \$1.50
- (h) Out of State Citations - per registered owner: 32%
- (i) Lockbox Payment Processing - per citation: \$0.27

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- (j) Letter Miscellaneous: \$1.25
- (k) Hearing Schedule & Disposition letter (each): \$1.25
- (l) Collection Contingency Fee 30%
- (m) Franchise Tax Board Collection Contingency Fee: 13%
- (n) Franchise Tax Board Cost of Social Security Number \$1.35
- (o) Franchise Tax Board Cost for notification of Intent letter \$1.25

SECTION 3. The City Clerk shall certify to the adoption of this resolution, and thenceforth and thereafter the same shall be in full force and effect.

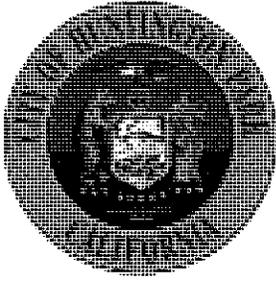
PASSED, APPROVED AND ADOPTED this _____ day of _____, 2014.

MAYOR, MARIO GOMEZ

ATTEST:

CITY CLERK

(SEAL)



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

March 17, 2014

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:

LICENSE AGREEMENT WITH HARBOR AREA FARMERS MARKETS FOR USE OF SALT LAKE PARK FROM 2014 - 2017

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Review and approve the renewal of the license agreement with Harbor Area Farmers Markets for use of Salt Lake Park from 2014 - 2017

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Staff has prepared a license agreement with Harbor Area Farmers Markets, an agency of the South Coast Interfaith Council, for use of a Salt Lake Park parking lot for the purpose of conducting a certified farmers market from 9:30 a.m.-1:30 p.m. every Wednesday between March 17, 2014 to March 17, 2017.

The Harbor Area Farmers Market has provided Huntington Park residents and nearby community members with access to organic produce since August 2003. Their services have augmented the City of Huntington Park's commitment, as a Healthy Eating Active Living City, of creating opportunities for access to healthier foods. In addition, the Harbor Area Farmers Market have supported The Greater Huntington Park Area Chamber of Commerce's annual golf tournament and the Department of Parks and Recreation's youth scholarship fund.

FISCAL IMPACT/FINANCING

The agreement would require the farmers market to pay to the City an amount equal to one percent of total income or \$75 per operating day, whichever is greater. On average, the farmers market pays to the City \$3,900 per year.

**LICENSE AGREEMENT WITH HARBOR AREA FARMERS MARKETS FOR USE OF
SALT LAKE PARK FROM 2014 - 2017**

March 17, 2014

Page 2 of 2

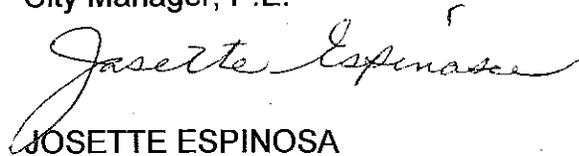
CONCLUSION

Upon City Council approval, staff will execute the renewal of the license agreement and will file the new agreement with the City Clerk's Office.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JOSETTE ESPINOSA
Director of Parks and Recreation

ATTACHMENTS

A. License Agreement to Use Salt Lake Park

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

LICENSE AGREEMENT TO USE SALT LAKE PARK

This Agreement is made and entered into this 17th day of March, 2014, between the City of Huntington Park ("City") and the Harbor Area Farmers Markets, an agency of the South Coast Interfaith Council, a California non-profit corporation ("Licensee"). City hereby grants Licensee a non-exclusive revocable license ("the License") to use, on a weekly basis, the parking lot along the third base line of the ball diamond immediately east of the Recreation Center in Salt Lake Park, on the terms and conditions stated below, pursuant to existing actions of the City Council of the City of Huntington Park.

- 1) **TYPE OF USE** - Licensee shall use the parking lot for the sole purpose of conducting a Certified Farmers Market, and for no other purpose. All sales stalls and market area shall be located in the above-described parking lot.

Each seller at the market shall be regulated by and conform to all applicable regulations in Title 3, Article 6.5 of the California Code of Regulations and subsequent amendments thereto, and other applicable regulations and laws of the State of California, the County of Los Angeles, and the City of Huntington Park.

In its use of Salt Lake Park, Licensee and sellers shall not in any manner interfere with or impede persons holding local area vending permits. In addition, Licensee and sellers shall not interfere with or impede access for emergency vehicles.

- 2) **TIME OF USE** - Licensee shall be permitted to use the designated parking lot on Wednesdays between the hours of 9:30 am and 1:30 pm for sales. Setup for the market shall take place between 7:30 and 9:30 am, and breakdown shall take place between 1:30 and 2:30 pm. At the end of the day, the market area shall be free from all equipment, debris, trash or any other items associated with the event. Failure to abide by said hours of operation or any of the above-mentioned conditions shall be considered a violation of this Agreement and grounds for its revocation.
- 3) **MARKET COMPOSITION** - The Licensee shall be required, at a minimum, to provide on a weekly basis at least 12 vendors on each market day. The target composition of the market shall be as follows: 70% shall be dedicated to the sale of produce, and 30% shall be dedicated to the sale of other specialty ("Non-Ag") items such as seafood, popcorn, hot food, baked goods and other pre-packaged foods. Crafts and industrial items are not included.

- 4) **INITIAL TERM** - The term of this License Agreement shall be three years commencing on March 17, 2014 and terminating March 17, 2017. At the City's sole and absolute discretion, the term may be extended for up to two years at a time. Prior to any such extension, an annual review shall be conducted by the Huntington Park Parks & Recreation Department.
- 5) **REVOCATION, SUSPENSION FOR CAUSE** - This License Agreement may be immediately revoked or suspended by the City of Huntington Park at any time that it is determined that the Licensee or any seller has violated any condition or requirement of this Agreement or any applicable code, law, rule or regulation, or that the City has evidence of unfair or bad faith dealing with the public by Licensee or any seller or of any other action adversely affecting the health, welfare or safety of the public.
- 6) **COMPLIANCE** - Licensee shall comply with all City, State and Federal laws, regulations, rules, codes and instructions from the City relating to the use of the parking lot. Notwithstanding anything to the contrary herein, failure to do so may result in immediate revocation or suspension of this Agreement. Licensee shall meet all requirements of the California Health and Safety Code Sections 114345 through and including 114351.
- 7) **PERMITS, LICENSES AND TAXES** - Licensee and sellers shall obtain, pay for and carry or display, as required, all permits or licenses required by law, regulation or code for the operation of a Certified Farmers Market, including but not limited to any permits required by the City, the Fire Marshall, or the Los Angeles County Health Department, including business licenses and health permits. Licensee and sellers shall produce said permits or licenses for inspection upon request of any police officer or other authorized representative of the City. In addition, Licensee shall pay all taxes which may be levied including possessory interest taxes.
- 8) **NUISANCES** - Licensee and sellers shall not use the parking lot or sell any item in any manner that will create a nuisance or unreasonable annoyance to the public. Licensee shall maintain the market area in a safe, clean, wholesome, and sanitary condition free from trash, garbage, rubbish or litter. No substance constituting a fire hazard or material detrimental to the public health shall be permitted or allowed to remain in the market area.
- 9) **INSPECTIONS** - The City shall have the right to inspect the market area at any time for the purpose of determining whether the market is being conducted in compliance with the requirements of this Agreement, and the applicable laws, regulations, codes or instructions. Licensee shall not

hinder, impede, interfere with or obstruct any such inspection.

- 10) **TERMINATION** - Notwithstanding anything herein to the contrary, either party may terminate this Agreement without cause upon giving the other party written notice thirty (30) days prior to termination.
- 11) **IMPROVEMENTS** - Licensee and sellers shall not install, erect or maintain any permanent structure or improvements without the prior written consent of the City, which consent may be withheld at the City's sole discretion. Any such structures or improvements erected by the Licensee and any seller shall become the property of the City upon the revocation or termination of this Agreement. During the term of this Agreement, Licensee and sellers shall be responsible for maintenance of such improvements.
- 12) **DISCRIMINATION POLICY** - Licensee and sellers shall not discriminate against any seller, employee, applicant for employment, invitee or business visitor, or in the sale of items, on the basis of age, sex, sexual orientation, medical condition including AIDS or AIDS-related conditions, marital status, race, color, religion, national origin, disability, handicap or any other reason related to a person's basic human identify.
- 13) **INSURANCE** - Licensee shall obtain and maintain at Licensee's expense for the duration of this Agreement, from an insurance company that is admitted to write insurance in California and that has a rating of at least A:VIII in Best's Insurance Guide:

A) Comprehensive general liability insurance, including products, with a combined single limit of One Million Dollars (\$1,000,000) for each occurrence or Two Million Dollars (\$2,000,000) general aggregate. The entity constituting the City, its officials, employees and agents, shall be named as additional insureds on such policy with respect to liability arising from the use of the parking lot area or the sale of produce and other market products by Licensee, its volunteers, permittees, representatives, agents, employees and officers. Said insurance shall be primary and not contributing, shall contain a cross-liability endorsement, and an endorsement requiring a sixty (60) day written notice to the City prior to cancellation. Such insurance shall be written on an occurrence basis.

B) Workers Compensation insurance as required by the CA Labor Code.

C) Automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily

injury and property damage covering owned, non-owned and hired vehicles.

Licensee shall deliver to the City certificates of insurance and original endorsements for approval as to sufficiency and form. Insurance required herein shall not be deemed to limit Licensee's liability under this Agreement. The City reserves the right to require complete certified copies of all policies at any time. Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the party affected by such waiver.

- 14) **INDEMNIFICATION** - Licensee shall defend, indemnify and hold harmless the City, its officials, employees and agents, from and against any and all claims, demands, damages, losses, liability, causes of action, costs and expenses (including reasonable attorneys' fees incurred by the indemnified party with respect to counsel of its choice) of any kind or nature whatsoever arising or resulting from the alleged acts or omissions of Licensee, its officers, employees, permittees, agents, volunteers, invitees or business visitors connected with the use of the parking lot areas and the sale of items thereon or otherwise arising from the existence or operation of the farmers' market of this Agreement.
- 15) **CUSTOMER PARKING** - Licensee is hereby granted the use of the other nearby parking lots in Salt lake Park (other than the one the market is on) for the purpose of providing parking space for market customers. Customers shall also be allowed to park in all legal spaces along the curbs of streets in the Park area. Licensee understands that all parking lots, especially including the parking lot just to the west of the Recreation Center, may occasionally be reserved for special events at the complete discretion of the Parks and Recreation Department.
- 16) **NON-RESPONSIBILITY** - The City shall not be responsible for and Licensee hereby waives all claims against the City for loss or damage by theft, fire, flood, burglary, vandalism, or any other cause of any of Licensee's or sellers' produce, supplies, equipment and other property or any personal injury suffered in, on, or about the market area, except to the extent caused by the City's gross negligence or willful misconduct.
- 17) **NO TITLE** - Licensee acknowledges that, by this Agreement, Licensee and sellers do not acquire any right, title, or interest of any kind in the market parking lot area. The City shall have and retain absolute and full control of the entire Salt Lake Park area utilized by the market and its customers.

- 18) **MAINTENANCE** - Licensee shall at their own cost and expense provide all supplies, materials and equipment necessary for the market, and shall maintain the area in a clean and safe condition at all times. Licensee shall clean the entire are of market use, including the market parking lot, the customer parking lots, and the surrounding park area, by 2:30 pm after each market day. Licensee shall be liable for any and all loss, injury or damage to City property resulting from the use of Park area by the Licensee, sellers and their employees, agents, invitees, business visitors and customers.
- 19) **ASSIGNMENT** - Licensee shall not assign this Agreement without the written consent of the City, nor shall Licensee in any manner transfer or convey or grant any of the rights or privileges granted herein without said written consent, which may be granted or withheld at the City's sole discretion. Licensee shall not underlet or sublet any portion of Salt Lake Park or allow the same to be used or occupied by any other person or entity for any other use than specified above. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically without prior notice upon any assignment, transfer, conveyance or grant in violation of this section.
- 20) **NOTICE** - Any notice required or desired hereunder shall be in writing and personally served or deposited in the US Postal Service, certified, return receipt, postage prepaid, to the Parks & Recreation Department of the City at 3401 East Florence Ave., Huntington Park, CA 90255; and to the Harbor Area Farmer's Market, and South Coast Interfaith Council, 759 Linden Avenue, Long Beach, CA 90813.

Change of address shall be given in the manner provided for notices. Notice shall be deemed received on the date shown on the certified receipt, or on the date personal service is obtained, whichever occurs first.

- 21) **UTILITIES** - The City shall be responsible for providing water and electricity necessary for the operation of the market. It is understood that the market's needs are minimal and, unless otherwise agreed by the parties in writing, include only a faucet for tap water and the electricity needed to provide light in City-owned toilet facilities, which will be open and available to both customers and sellers during the time of market setup, operation and breakdown (from 7:30 am to 2:30 pm).
- 22) **POLLUTION DISCHARGE** - Licensee shall be responsible for ensuring that the market is operated and maintained in compliance with the

provisions of the National Pollution Discharge Elimination System (NPDES).

- 23) FEES - Licensee agrees to pay to the City at the close of each calendar month in which market business occurs an amount equal to 1% of the total market income for each market day of that month, or the sum of \$75 (Seventy Five Dollars) for each market day, whichever is more. This fee shall be judged in arrears on the last day of the following month.
- 24) SIGNAGE - Licensee may set out signage sufficient to advertise the existence of the market; provided that (i) Licensee shall provide to the Director of Parks & Recreation (the "Director") or her designee a written description and/or depiction of the intended signage and its proposed location and length of use prior to setting out, (ii) Licensor shall have the right to approve/disapprove any signage proposed by Licensee, (iii) all costs and expenses associated with designing, permitting, constructing, setting out and maintaining the signage shall be borne exclusively by Licensee, and (iv) Licensee shall maintain all approved signage in good condition and repair. Utilization of the Parks & Recreation Department's monument sign in front of the Recreation Center may also be allowed at the City's sole discretion. All signage set out, displayed or utilized must conform to the City's Sign Ordinance and be approved in writing by the Director or her designee. The Director or her designee maintains the right to request the removal any signage upon five (5) days notice, regardless of whether the signage had been approved. If the signage is not removed within five (5) days, the Director or her designee may remove said signage,
- 25) RESTORATION OF CITY PROPERTY – Licensee shall leave the City Property in the same condition it was in prior to the Farmer's Market. City reserves the right to inspect the City Property at any time. Licensee shall be liable for the cost of any repairs the City Manager determines are necessary to restore the City Property to the condition it was in prior to the Farmer's Market.
- 26) ENTIRE AGREEMENT OF THE PARTIES - This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the Licensee's and City's duties, responsibilities, and obligations hereunder and contains all of the covenants and agreements between the parties with respect to the Farmer's Market. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein,

and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing executed by the parties hereto.

- 27) **WAIVER OF BREACH** - No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by either party to this Agreement shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement. No delay or omission of either party to this Agreement in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver there of, or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.

IN WITNESS THEREOF, the parties below have executed this License Agreement on the date and year first hereinabove written.

SOUTH COAST INTERFAITH
COUNCIL, a California non-profit
Corporation dba Harbor Area Farmers
Markets

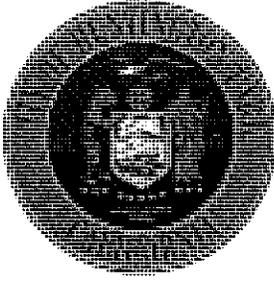
CITY OF HUNTINGTON PARK
a Municipal Corporation

By: _____
Milia Islam-Majeed
Executive Director

By: _____
Mario Gomez, Mayor

ATTEST:

By: _____
Rocio Martinez, Senior Deputy City Clerk



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 17, 2014

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:

PROFESSIONAL SERVICES AGREEMENT WITH HF&H CONSULTANTS, LLC IN SUPPORT OF THE DEVELOPMENT AND ANALYSIS OF A REQUEST FOR PROPOSALS FOR SOLID WASTE SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a professional services agreement (PSA) with HF&H Consultants, LLC for professional services in support of the development and analysis of a Request for Proposals (RFP) for solid waste collection services for a not-to-exceed fee of \$54,172 and authorize the City Manager to execute.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

HF&H Consultants, LLC (HF&H) is a specialty professional services firm providing expert engineering, financial, and operational management services for municipal recycling and solid waste collection services. For more than 23 years, the firm has focused in the California municipal market providing leadership, expertise, independence, and support to nearly 400 municipal agencies in managing franchise contract services for recycling and solid waste collection services.

HF&H will coordinate with the City Attorney to finalize the RFP documents, assist the City and City Attorney in responding to Requests for Information from prospective proposers, and complete an analysis of the proposals received in response to the RFP. HF&H is contracted directly with the City in order to independently represent the best interests of the City and provide an unbiased analysis and summary report of the proposals received.

PROFESSIONAL SERVICES AGREEMENT WITH HF&H CONSULTANTS, LLC IN SUPPORT OF THE DEVELOPMENT AND ANALYSIS OF A REQUEST FOR PROPOSALS FOR SOLID WASTE SERVICES

March 17, 2014

Page 2 of 3

FISCAL IMPACT/FINANCING

The recommended action will have no impact on the General Fund.

The not-to-exceed fee of \$54,172 for the proposed services will be reimbursed to the City by the successful proposer that is awarded a franchise agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Huntington Park Municipal Code and the Finance Department Policy and Procedure Manual Section 5C, HF&H is recommended for this professional service as a sole source due to a proven and specialized expertise in managing franchise contract services for municipal recycling and solid waste collection services. This includes development of RFPs, management of the RFP process, and management of the transition from the current to a new hauler.

The Professional Services Agreement was approved as to form by the City Attorney.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will have no impact on current services or projects because the work will be completed entirely by the private consultant firm.

CONCLUSION

Upon approval of the recommended action, staff will execute the Professional Services Agreement with HF&H Consultants, LLC and coordinate the completion of the RFP for solid waste collection services.

Respectfully submitted,



RENÉ BOBADILLA, P.E.
City Manager



JAMES A. ENRIQUEZ, P.E.
Director of Public Works / City Engineer

ATTACHMENT

A. Professional Services Agreement

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of March __, 2014, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and HF&H CONSULTANTS, LLC, a California limited liability company ("Consultant").

NOW THEREFORE, the parties hereto agree as follows:

SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to the development and analysis of a Request for Proposals for solid waste collection services, as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in the Schedule of Compensation, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

SECTION TWO: COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "A" (the "Scope of Services").

2.2 Method of Payment. Unless otherwise provided in the Scope of Services, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City.

SECTION THREE: PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Term. The term of this agreement shall commence on March 1, 2014 and, unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, terminate on March 31, 2015 (initial term). This agreement may be extended for 3 additional 1-yr terms at the option of City (extended terms). If extended, Consultant shall be bound by the terms and conditions of this Agreement.

SECTION FOUR: COORDINATION OF WORK

4.1 Representative of Consultant. Lisa Keating is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

4.2 Contract Officer. The Contract Officer shall be the City Manager or such other person as may be designated by the City Manager of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

SECTION FIVE: INSURANCE AND INDEMNIFICATION

5.1 Without limiting Consultant’s indemnification obligations, Consultant shall not undertake the services contemplated hereunder until Consultant has obtained all of the insurance required herein from a company or companies acceptable to City, and Consultant shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by City.

5.2 Consultant shall take out and maintain the following insurance:

5.2.1. Workers’ Compensation and Employer’s Liability Insurance: Consultant shall cover or insure as required by applicable laws relating to workers’ compensation insurance all of its employees performing the services contemplated hereunder, in accordance with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide worker’s compensation insurance and employer’s liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) “Insurer waives all rights of subrogation against the City of Huntington Park, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage.”

5.2.2. Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer’s equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

5.2.3. Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

5.2.4. Professional Liability: Consultant shall provide coverage appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

5.3 Endorsements: The policies of liability insurance provided for in Paragraphs 5.2.2 through 5.2.4 shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from Consultant's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) "The City of Huntington Park, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Huntington Park. The coverage shall contain no special limitations on the scope of protection afforded to the City of Huntington Park, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Huntington Park shall not be liable for the payment of premiums or assessments on this policy."

(d) "Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Huntington Park, its officers, directors, employees, representatives, or volunteers."

(e) "This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability."

5.4 Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a

certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer's representative. All policies shall contain the Consultant's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.5 Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and absolute discretion of City, the insurance provisions in this Agreement do not provide adequate protection for City, City shall have the right to require Consultant to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Consultant shall promptly comply with any such requirement. City's requirements shall not be unreasonable, but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

5.6 Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this Agreement.

5.7 Agreement Contingent Upon Coverage: Notwithstanding any other provision of this Agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

5.8 Workers' Compensation Insurance. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Consultants and subcontractors will keep Workers' Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event Consultant has no employees requiring Consultant to provide Workers' Compensation Insurance, Consultant shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section or with the provisions of law relating to Worker's Compensation.

5.9 Indemnification. Consultant shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the

part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

5.9.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

5.9.2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

5.9.3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION SIX: RECORDS AND REPORTS.

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

7.1 All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-Contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or

relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

7.2 Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-Contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.

8.1 Compliance With Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation.

Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

8.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.11.

8.8 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

8.9 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.10 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.11 Termination Prior To Expiration Of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

8.12 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.7, take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.8.

8.13 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.14 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

8.15 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

SECTION NINE: MISCELLANEOUS

9.1 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and

either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF HUNTINGTON PARK
Attention: City Manager
6550 Miles Avenue
Huntington Park, CA 90255

To Contractor: HF&H CONSULTANTS, LLC
Attention: Lisa Keating
19200 Von Karman Avenue, Suite 360
Irvine, California, 92612

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

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY:

CITY OF HUNTINGTON PARK

CONTRACTOR:

HF&H CONSULTANTS, LLC

By: _____

City Manager, City of Huntington Park

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

City Clerk, City of Huntington Park

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By: _____

City Attorney, City of Huntington Park

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

HF&H will review the City's draft Request for Proposal and draft franchise agreement (RFP) and revise as necessary to clearly communicate the desired scope of work and business terms and facilitate an objective review of the solicited proposals. HF&H will attend the City Council meeting to assist in presenting the RFP, respond to questions and comments and obtain Council approval prior to its issuance. After the release of the RFP, proposers will have questions and require guidance. HF&H will conduct a pre-proposal conference to review the RFP with interested parties. As necessary, HF&H will prepare addenda to the RFP which will provide all interested parties consistent written responses to questions that arise during the pre-proposal conference and/or questions that are submitted to the City through the proper channels to be identified in the RFP. Upon receipt of the proposals, HF&H will review them for completeness and prepare a summary of each proposal based on factors requested in the RFP.

Schedule

HF&H understands that time is of the essence for the solicitation of a new franchise waste hauler. The current agreements end December 31, 2014. The new contractor will require five to six months to order, take delivery and distribute the new containers and deploy the collection vehicles, distribute public information regarding the new services and commence operations.

To provide this five month implementation period a contract must be executed by mid-July. Allowing 60 days to evaluate the proposals, they must be received by mid-May. Allowing 60 days for the preparation of the proposals, the RFP must be issued by March 17.

Not-to-Exceed Fee

HF&H proposes to provide these services for a not to exceed fee of \$54,172, including out of pocket expenses for local travel. Should the time required to perform the work described be less, HF&H will bill the lesser amount. If the City decides to add to the scope of work, HF&H will obtain written authorization before proceeding with the requested work. Attached please find an outline of our proposed tasks with the projected cost proposal.

HF&H Consultants' Fee Estimate:

HF&H will perform the scope of work based on time and materials. The total not-to-exceed budget for Tasks 1 and 2 is \$54,172. The proposed workplan includes revising the RFP, conducting a pre-proposal conference, and summarizing up to three proposals. The workplan assumes that the City will request cost proposals from the contractors for one set of services specifications. Should more than three proposals be submitted, the budget will increase by \$5,900 per proposal.

The workplan including estimated hours per staff and cost per task is as follows:

Workplan

TASK DESCRIPTION	Director	Manager	Staff	Total Hours
1. Review and issue request for proposals				
A. Review draft RFP and agreement and revise as necessary	8	32	-	40
B. Attend City Council meeting to approve RFP package	6	6	-	12
C. Prepare for and conduct proposers' conference	4	8	-	12
D. Prepare addenda	4	12	4	20
Task 1: Subtotal Hours	22	58	4	84
Task 1: Subtotal Fees	\$ 5,698	\$ 12,470	\$ 540	\$ 18,708
2. Review and evaluate proposals				
A. Summarize complete proposals	12	32	24	68
B. Summarize proposed rates and operating assumptions, perform fiscal and rate analysis based on data in proposal	8	24	8	40
C. Prepare draft evaluation report	12	24	16	52
D. Review City comments and prepare final summary report	4	8	4	16
Task 2: Subtotal Hours	36	88	52	176
Task 2: Subtotal Fees	\$ 9,324	\$ 18,920	\$ 7,020	\$ 35,264
Total Projected Hours	58	146	56	260
Hourly Rate	\$ 259	\$ 215	\$ 135	
Fees	\$ 15,022	\$ 31,390	\$ 7,560	\$ 53,972
Expenses				\$ 200
Fees and Expenses				\$ 54,172

The above cost projection assumes that the proposal summaries can be completed based on all proposals as submitted, with no additional clarification or follow up with proposers to clarify any proposal statements or inclusions, or to investigate the reasonableness of costs beyond the data provided in the proposal. Also excluded is assistance with interviews or conducting reference checks. Due to the complexity of this long term service contract, there are generally clarifications needed from several proposers in order to adequately represent the proposals, and questions regarding adequacy of proposed costs and any other concerns are best addressed while proposal contents are still confidential.

The following are optional tasks not included in the initial not-to-exceed-fee that may be provided at an additional fee:

1. Proposal Clarification, Follow-Up Questions and Further Analysis - HF&H proposes preparing a summary of each hauler's proposal and providing it to the proposer to confirm the accuracy of our interpretation. This limits a proposer's ability to later claim its proposal was misrepresented. This summary would include questions to clarify proposal statements and offerings, and to request further information relevant to the proposal. Based on the clarifications received and the additional data requested, HF&H will further clarify each proposal summary and draft a more thorough evaluation report.
2. Assist in Interviewing Proposers - HF&H proposes to attend proposer interviews, assist in preparing questions for the interviewees, both general to all proposers and specific to each proposer.

3. Contact References – HF&H typically interviews cities that have received service from the proposers under consideration.

3. Negotiations Assistance.

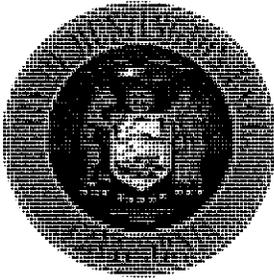
HF&H will bill once per month based on the number of hours worked and expenses incurred. Payment is due within 30 days of invoicing.

Hourly rates through December 31, 2014 for professional and administrative personnel are as follows:

<u>Position</u>	<u>Rate</u>
President	\$260
Senior Vice President & Vice President	\$225 - \$259
Senior Project Manager	\$215 - \$225
Director	\$219
Project Manager	\$189 - \$215
Senior Associate	\$145 - \$165
Associate Analyst	\$130 - \$155
Assistant Analyst	\$100 - \$125
Administrative Staff	\$95 - \$100

Expenses will be billed as follows:

Automobile Travel	Prevailing IRS mileage rate
Document Reproduction (over 20 pages/run)	15 cents per page (black & white) 75 cents per page (color)
Facsimile, Telephone	No charge
Postage, Overnight Mail and Couriers	Actual



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 17, 2014

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:

REQUEST FOR PROPOSALS FOR A SOLID WASTE FRANCHISE AGREEMENT FOR COMMERCIAL AND RESIDENTIAL REFUSE COLLECTION SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Review and approve the attached Request for Proposals (RFP) for a solid waste franchise agreement for combined commercial and residential services; and
2. Authorize the City Manager to advertise the RFP, following incorporation of City Council's final comments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Currently, the City has two separate franchise agreements for solid waste collection, one for residential service and one for commercial service. USA Waste of California, Inc. (a subsidiary of Waste Management, Inc.) ("WM") provides collection services for residential premises and Consolidated Disposal Service, LLC ("CDS") provides collection services for commercial premises.

An RFP for new solid waste disposal services is required because the City's current agreements with WM and CDS are set to expire. The City Council provided both haulers a written *Notice of Non-renewal* in 2008, fulfilling the 5-year contractual noticing period and in anticipation of the recommended RFP. Notably, the two existing franchise agreements expire at different times. The residential franchise agreement with WM expires on December 31, 2014. The City's commercial franchise agreement with CDS was set to expire on June 19, 2013, but was amended to coincide with the proposed RFP process so that the term would continue for a period of not less than six months and thereafter will expire automatically on December 31, 2014 or after 90 days notice of a party's desire to terminate the agreement, whichever comes sooner.

REQUEST FOR PROPOSALS FOR A SOLID WASTE FRANCHISE AGREEMENT FOR COMMERCIAL AND RESIDENTIAL REFUSE COLLECTION SERVICES

March 17, 2014

Page 2 of 3

On November 4, 2013, the City Council approved the basic business points for the RFP and new franchise agreement and directed staff to schedule a public workshop to solicit feedback from prospective haulers. The workshop was held on January 13, 2014. Sixteen haulers signed the Attendance Sheet and several provided comments and questions regarding the business points.

Consideration has been given to the comments received and the RFP and draft agreement were revised accordingly. Staff has worked closely with the City Attorney in coordination with expert solid waste consultants from the firm of HF&H Consultants in finalizing the RFP and draft franchise agreement.

The anticipated schedule for the RFP process is presented in Attachment B.

FISCAL IMPACT/FINANCING

The fiscal impact to the General Fund as a result of this action is uncertain at this time. Although the recommended franchise agreement increases the franchise fee from 5% to 15% of gross revenue, the final fees for service proposed and approved by the City Council will determine the revenue received by the City from this agreement.

WM currently charges residents \$22.69/month for a 3-cart system. In addition, senior citizens, who meet certain requirements, are eligible for a 10% rate reduction. WM also pays the City a 5% franchise fee on residential services. WM currently provides bulky item pickups on the same day as other solid waste collection, provided a customer request is made at least 24 hours prior to the scheduled collection.

CDS's current commercial rates depend on the frequency of service. For example, the most common service rates are as follows: \$147.83 for a 2 yd bin 1x a week; \$169.89 for a 3 yd bin 1x a week. Rates are higher within District 1 (the downtown area), where they are: \$154.36 for a 2 yd bin 1x a week; \$192.08 for a 3 yd bin 1x a week. The higher rate accounts for the increased labor and difficulty in servicing the bins in the downtown area because they are not as readily accessible as other commercial areas in the city and service is less efficient. CDS pays an annual franchise fee of \$75,000 or 5% of gross revenue, whichever is greater. CDS also provides collection services for City facilities, including the bins in the City's Public Works Yard.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current haulers were provided a written *Notice of Non-Renewal* in 2008, at the direction of the City Council, in order to satisfy the contractual requirement for a 5-year advanced cancellation notice.

Attached for Council consideration is the final draft of the RFP and franchise agreement developed through the process described herein at Council's direction and incorporating feedback from prospective haulers received at the January 2014 workshop.

**REQUEST FOR PROPOSALS FOR A SOLID WASTE FRANCHISE AGREEMENT
FOR COMMERCIAL AND RESIDENTIAL REFUSE COLLECTION SERVICES**

March 17, 2014

Page 3 of 3

The Council is authorized to issue a solid waste franchise to whichever proposer it deems best suited to serve the City and is not bound to award the agreement to the lowest proposer. Accordingly, it may consider factors such as experience, financial stability, references, etc., as described in the RFP, in awarding the agreement.

CONTRACTING PROCESS

Upon City Council approval, the RFP will be issued soliciting proposals for a solid waste franchise agreement. Following the review of the proposals, staff will present the results at a regularly scheduled City Council meeting for consideration by the City Council. Following selection of a hauler by the City Council and final contract negotiations (if any) which may be directed by the Council, the Council will ultimately need to adopt a resolution to award the final franchise agreement to the selected hauler.

IMPACT ON CURRENT SERVICES

The recommended action will not impact current services. The selected contractor will be required to provide a Work Plan to ensure service is not interrupted when the contract services are transitioned to a single hauler.

CONCLUSION

Upon City Council approval of the recommended actions, staff will advertise the Request for Proposals, manage the RFP process in coordination with the City Attorney and HF&H, and bring the matter back to Council, as required, for further action.

Respectfully submitted,



RENÉ BOBADILLA, P.E.
City Manager



JAMES A. ENRIQUEZ, P.E.
Director of Public Works / City Engineer

ATTACHMENTS

- A. Request for Proposals and Draft Agreement
- B. RFP Schedule

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

Request for Proposals for
Commercial and Residential Refuse Collection Services
and
Draft Agreement

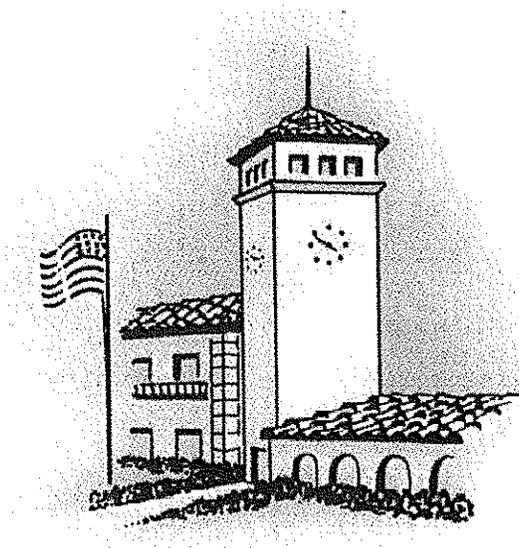
REQUEST FOR PROPOSALS

SOLID WASTE HANDLING SERVICES

Proposals Due by 2:00 p.m. on Tuesday, May 20, 2014

Submit Proposals to:

City of Huntington Park
City Clerk
Re: Solid Waste Handling Services
6550 Miles Avenue
Huntington Park, CA 90255



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

PRELIMINARY STATEMENT

The City of Huntington Park ("City") is requesting proposals for its solid waste handling services within its City limits. Currently the City has separate agreements and separate haulers which collect solid waste for its commercial and residential premises respectively. This Request for Proposals ("RFP") is for both the City's residential and commercial solid waste handling services to be awarded to a single waste hauler under a single solid waste franchise.

This RFP packet must be obtained in person at City Hall. A hardcopy is available from the City Clerk's office located at 6550 Miles Avenue, Huntington Park, CA 90255. A nonrefundable fee of \$15.00 will be due prior to receipt of a hardcopy of the RFP packet. The prospective proposer will also be required to complete a registration form for the RFP.

The City's RFP Schedule is shown below in Table 1. The City reserves the right to change the listed dates at any time. Proposals must meet the submission rules set forth in this RFP.

Table 1: RFP Schedule

DATE	ACTIVITY
March 17, 2014 (Monday)	City Council meeting authorizing RFP to be published
March 18, 2014 (Tuesday)	Request for Proposals available
April 7, 2014 (Monday)	Pre-proposal conference, City Hall, 6550 Miles Avenue, at 5:00 p.m.
April 9, 2014	Last day for Proposers to submit written questions on RFP and Draft Agreement
May 20, 2014 (Tuesday)	Proposals due by 2:00 p.m.
August 18, 2014 (Monday)	City Council Target Date for Award of New Franchise
No later than January 1, 2015	Start of collection for Commercial Premises (90 days from execution of the new franchise agreement or January 1, 2015 whichever comes sooner)
January 1, 2015	Start of collection for Residential Premises

SECTION I **INTRODUCTION**

1.1 RFP Summary

The City of Huntington Park ("City") is requesting proposals for the collection of solid waste within its City limits. This RFP packet is intended to provide interested solid waste enterprises ("Proposers" or individually, "Proposer") with instructions as they prepare their proposals for submission to the City. The City intends to enter into a single franchise agreement (the "New Franchise") with a single Proposer for both residential and commercial solid waste handling services.

Currently, USA Waste of California, Inc. (a subsidiary of Waste Management, Inc.) ("WM") provides collection services for residential premises and Consolidated Disposal Service, LLC ("CDS") provides collection services for commercial premises. The City has separate agreements with WM and CDS.

(a) New Franchise Term

Although the New Franchise will be awarded to a single Proposer, services for residential premises may begin at a different time than for commercial premises because the City's current agreements with WM and CDS expire at different times. However, the Franchise end date for both residential and collection services will be on the same date, June 30, 2022.

The City's current residential franchise agreement with WM expires on December 31, 2014. Thus, the successful Proposer shall commence collection services for residential premises within the City limits on January 1, 2015.

The City's current commercial franchise agreement with CDS was set to expire on June 19, 2013, but was amended so that the term would continue for a period of not less than six (6) months and thereafter will expire automatically on December 31, 2014 or after ninety (90) days' notice of a party's desire to terminate the agreement, whichever ever comes sooner. It is the City's intent that upon award of the New Franchise, the City will give CDS ninety (90) days' notice of its desire to terminate its agreement with CDS. The successful Proposer shall commence collection services for commercial premises upon the expiration of the ninety (90) days.

The approximate term of the New Franchise will be for approximately seven (7) years, with the City Council having three (3) options to extend the term for an additional one (1) year period such that, if all three (3) options are exercised, the term would expire on June 30, 2025.

(b) RFP Overview

Section II of the RFP packet includes a description of the current services provided by WM and CDS as compared to services under the New Franchise. The City has obtained details and corresponding data on the solid waste handling services provided by WM and CDS and has included such data in **Attachment 1**. A Draft Solid Waste Handling Services Agreement ("Draft Agreement") is included in this RFP packet as **Attachment 2**. Proposers are responsible for

reading and responding to all the requirements set forth more fully in the Draft Agreement. Section III details the submission requirements that Proposers should adhere to when submitting their respective proposals.

1.2 Communications During the RFP

From and after the date that the City Council authorizes the release of the RFP through the time the City Council awards the New Franchise, all communication between the City and Proposers shall be directed through James Enriquez, Project Manager for the City, (323) 584-6253, jenriquez@huntingtonpark.org. Any ex parte contact between Proposers and any City officials, employees (excluding the Project Manager), and representatives, including, but not limited to City Councilmembers and/or the City Manager, during the above stated period, may subject the Proposer to disqualification.

Any questions regarding this RFP shall be made in writing and directed to the Project Manager. Answers to questions shall be made via e-mail and shared with all Proposers registered with the City as a prospective Proposer. A list of questions and corresponding answers shall also be posted and periodically updated on the City's website <http://www.huntingtonpark.org/index.aspx?NID=594> as soon as feasibly possible.

All questions regarding the RFP and/or Draft Agreement must be submitted by April 9, 2014.

1.3 Submission of Proposals

Proposers must deliver their completed proposals to the City Clerk in a sealed package such that they are received and time stamped by the City Clerk on or before 2:00 p.m., May 20, 2014 in order to have their proposal considered by the City. It is the Proposers' responsibility to ensure their completed proposals are received by 2:00 p.m. Proposals received after 2:00 p.m. will not be considered.

All proposals shall include a cover page, transmittal letter, Proposer's representative or contact person and corresponding contact information, and a table of contents with corresponding page numbers. All proposal pages should be numbered for easy reference and sections and exhibits should be designated with a number/letter and tabbed. **Attachment 3** provides a reference for what, at a minimum, should be included in the table of contents and the corresponding order.

Proposals shall contain all the required exhibits as set forth in this RFP. Exhibits shall be clearly identified to allow the City to determine the contents therein.

Submitted proposal responses shall remain valid for at least one hundred and eighty (180) days.

All submitted proposals must include ten (10) hardcopies of the Proposer's complete proposal. At least one (1) of the hardcopies must be unbounded and photocopy ready. Each Proposer must also include two (2) CDs which contain Proposer's complete proposal.

The sealed package must be addressed as follows:

ATTN: CITY CLERK
[Proposer's name] RESPONSE TO
CITY OF HUNTINGTON PARK'S SOLID WASTE RFP
6550 Miles Avenue
Huntington Park, CA 90255
(323) 582-6161

1.4 Minimum Requirements

A Proposer must have a minimum of five (5) years' experience, serving residential and/or commercial accounts, in the solid waste industry in order to submit a proposal. Said five (5) year experience is not limited to contracts with a municipal entity.

SECTION II
DESCRIPTION OF CURRENT CONDITIONS AND SERVICES UNDER NEW
FRANCHISE

2.1 Comparison of Existing Versus New Services

This section attempts to provide a summary of the existing solid waste services the City has with its current haulers. Where applicable, this section also explains whether services under the New Franchise will remain the same or differ under the New Franchise. *However, the information below is not intended to be comprehensive, and Proposers should consult the Draft Agreement for a complete description of the terms under the New Franchise.*

2.2 Description of Service Area

The City of Huntington Park is located in Los Angeles County and encompasses approximately 3.003 square miles. Please visit the City of Huntington Park's website at <http://ca-huntingtonpark2.civicplus.com/index.aspx?NID=103> for additional demographic information. According to the U.S. Census Bureau,¹ the population estimate for 2012 was 58,673.

2.3 Current Solid Waste Service Contracts

The City currently has separate solid waste agreements for its residential and commercial premises. WM provides collection services for residential premises and CDS provides collection services for commercial premises. WM's agreement with the City expires on December 31, 2014. The City's current commercial franchise agreement with CDS was set to expire on June 19, 2013, but was amended so that the term would continue for a period of not less than six (6) months and thereafter will expire automatically on December 31, 2014 or after ninety (90) days' notice of a party's desire to terminate the agreement, which ever comes sooner.

2.4 Current Service Data

As stated in Section 1.1(b) of this RFP, the City has obtained from WM and CDS the service information shown in **Attachment 1**. The City does not warrant the accuracy of the provided information. Proposers are responsible for and encouraged to verify any information that is necessary for the Proposers to submit accurate and responsive bids.

2.5 Current Services Provided for Residential Premises

(a) Residential Collection

There are currently three standard residential rates: (1) single-family, (2) duplex, and (3) tri-plex rates. A single-family rate includes one trash cart, one recycling cart, and one green waste cart. A duplex rate includes two trash carts, two recycling carts, and two green waste carts. A tri-plex rate includes three trash carts, three recycling carts, and three green waste carts.

¹ Statistics gather from <http://quickfacts.census.gov/qfd/states/06/0636056.html>, last accessed on February 4, 2014.

(i) Refuse Collection

Customers receive automated refuse collection using 100-gallon carts. Additional carts are available to customers at a price determined by the City and WM. Customers must pay replacement costs for any cart loss due to theft or destruction.

Under the New Franchise, the successful Proposer shall provide, at no additional charge, residential customers ninety-six (96) gallon carts for refuse collection. If a customer requires a smaller cart, the successful Proposer shall provide customer a sixty-four (64) gallon or thirty-five (35) gallon cart in place of the ninety-six (96) gallon cart. Customers shall not be charged for the replacement of any damaged or destroyed carts. Proposer may charge for one or more additional refuse carts. The City realizes that cart sizes vary by manufacturer type and specifications and thus, Proposer's carts may vary in volume from the above identified sizes by up to 10%.

Under the New Franchise, the route schedule for residential premises shall remain the same. Current route information is attached to the RFP as **Attachment 8**.

(ii) Recycling Collection

Customers receive automated collection services for recyclables on the same day as refuse collection using ninety-six (96) gallon carts. Customers have the option for smaller carts (64-gallon or 32-gallon) due to space constraints. Additional recycling carts are available to customers at a price determined by the City and WM.

Under the New Franchise, the successful Proposer shall provide, at no additional charge, residential customers ninety-six (96) gallon carts for recyclables collection. If a customer requires a smaller cart, the successful Proposer shall provide customer a sixty-four (64) gallon or thirty-five (35) gallon cart in place of the ninety-six (96) gallon cart. Customers shall not be charged for any additional carts, nor for the replacement of any damaged or destroyed carts. The City realizes that cart sizes vary by manufacturer type and specifications and thus, Proposer's carts may vary in volume from the above identified sizes by up to 10%.

(iii) Green Waste Collection

Customers receive automated collection services for green waste on the same day as refuse collection using ninety-six (96) gallon carts. Customers have the option for smaller carts (64-gallon or 32-gallon) due to space constraints. Additional green waste carts are available to customers at a price determined by the City and WM.

Under the New Franchise, the successful Proposer shall provide, at no additional charge, residential customers ninety-six (96) gallon carts for green waste collection. If a customer requires a smaller cart, the successful Proposer shall provide customer a sixty-four (64) gallon or thirty-five (35) gallon cart in place of the ninety-six (96) gallon cart. Customers shall not be charged for any additional carts, nor for the replacement of any damaged or destroyed carts. The City realizes that cart sizes vary by manufacturer type and specifications and thus, Proposer's carts may vary in volume from the above identified sizes by up to 10%.

(b) Senior Discount

Qualifying senior citizens are eligible for a rate reduction of 10%. The senior citizen must be the head of the household of the residential premises which receives collection services, at least sixty-two (62) years of age, and must receive supplemental social security benefits. This senior citizen discount does not apply to charges for additional carts, temporary bin service, or temporary roll-off service. The number of accounts currently receiving a senior discount is seven.

Under the New Franchise a senior citizen rate reduction will also be available and the number of subscriptions may or may not increase.

(c) Multi-Family Residential Collection

The City's commercial franchise hauler, CDS, currently provides collection services for multi-family dwelling units having four (4) or more units. (See below for a discussion of commercial services.)

Under the New Franchise, multi-family residents will receive a bin for refuse collection unless specific circumstances, approved by the City Manager, warrant the use of carts. The Proposer will also implement a recycling program that meets the minimum requirements under AB 341.

(d) City-Wide Clean Up Events

Currently, WM does not provide "City Wide Clean Up Events."

Under the New Franchise, the successful Proposer shall conduct at least two Bulky Item and Solid Waste drop-off events (clean-up days) per year at no additional cost to City. See Section 8.7.7 of the Draft Agreement for additional event requirements.

(e) City Service Calls

WM is required to pick up bulky items discarded on or along the City's right-of-ways, open space or other City property within twenty-four (24) hours of a request from the City.

Under the New Franchise, the successful Proposer shall, free of charge, pick up bulky items and other solid waste as a result of illegal or unauthorized dumping, or other code enforcement matters, occurring within the City. The Proposer shall perform this service within twenty-four (24) hours from when City makes its request.

(f) Bulky Items

Bulky items are collected on the same day as other solid waste collection when a request is made at least twenty-four (24) hours prior to the scheduled collection. There is no additional charge for this bulky items service.

Under the New Franchise, residential customers, including multi-family customers, receive free bulky items pick-up (limited to four (4) items per call per week) and such items will be picked up within three (3) business days from the date a resident calls for service. In addition, the Proposer shall annually pay the City a Bulky Item Cost Reimbursement in the amount of Twenty-Five Thousand Dollars (\$25,000.00). This Bulky Item Cost Reimbursement is intended to defray the City's administrative costs related to Bulky Item pick-ups City performs. It is anticipated that the Bulky Item Cost Reimbursement will reduce the number of calls the successful Proposer receives for bulky item collection from customers, as well as the number of calls the successful Proposer receives from City for collection of discarded bulky items referenced in Section 2.5(e) of this RFP.

(g) Billing and Fees

The City currently handles the billing for residential premises. The City bills residential customers on a bimonthly basis. The maximum rates charged are increased annually based on the change in the consumer price index ("CPI") cap and change in tipping fees and are subject to a 5% cap. See **Attachment 1** for current rates and unit counts. The rates include a 5% franchise fee. The City retained \$84,508 in franchise fees on \$1,690,164 in revenue for FY 2012/13 and \$81,814 in franchise fees on \$1,636,279 in revenue for FY 2011/12.

Under the New Franchise, the successful Proposer shall handle the billing and the franchise fee will be equal to fifteen (15%) percent of the annual gross receipts. Any annual adjustments to the maximum rates shall be subject to a 3% CPI cap.

2.6 Current Services Provided for Commercial Premises

(a) Commercial Collection

(i) Refuse Collection

CDS collects refuse at least once a week from commercial customers, including customers at multi-family dwelling units with four (4) or more units, and disposes of it at its own expense. The contractor provides the containers, for a charge, and the type of containers are subject to approval by the City. The contractor is responsible for maintaining the containers, including cleaning, painting, removing graffiti, etc. from the containers. CDS also uses a scout truck to service 10 accounts and charges customers requiring such service.

Under the New Franchise, the successful Proposer shall provide commercial premises with at least one bin or rolloff for the collection of mixed solid waste and may charge rates for such service depending on the size of the container and frequency of collection. The Proposer shall not charge customers a rental fee for containers. Additional containers shall be provided upon request and may be subject to additional service charges. Subject to approval of the City,

commercial customers shall also have the option to have a cart instead of a bin to accommodate space constraints or for premises that do not generate enough waste to require the use of a bin. The successful Proposer is also responsible for maintaining the containers, including the removal of graffiti. The New Franchise also will include the option for scout service.

(ii) Recycling Collection

CDS provides commercial customers with recycling bins on request and charges a maximum rate for said recycling bins that is lower than the rates for refuse bins.

Proposers have the option under the New Franchise to propose either a mixed waste or source separated commercial recycling program. Proposers submitting a source separated commercial recycling program may charge rates for the source separated recycling service that do not exceed fifty percent (50%) of the maximum rates charged for the customer's refuse service. If Proposer's commercial recycling program consists of mixed waste processing, Proposer is encouraged to, but not required to provide the discounted source separated recycling service.

(b) Billing and Fees

CDS bills customers monthly. The City has approved higher maximum rates for the area designated as District 1 (6100-7199 Pacific) due to the requirement that two (2) of CDS' employees are required on each truck for a more thorough clean up job within five (5) feet of each container. The maximum rates are increased annually based on CPI and subject to a 5% cap. The maximum rates are also adjusted based on a formula that includes the percentage change in average fees per ton charged at the Los Angeles County Landfill at Puente Hills, the Waste Recovery and Recycling Inc. facility in the City of South Gate, and the Commerce waste-to-energy facility. CDS pays the City an annual \$75,000 franchise fee or five (5%) percent of CDS' annual gross revenue, whichever is greater. CDS paid the City \$229,152 in franchise fees for FY 2012/13 and \$231,744 for FY 2011/12.

See **Attachment 1** for the current commercial rates.

Under the New Franchise, annual rate adjustments shall be based on the percentage change in the CPI and the maximum rates shall be subject to a 3% cap as described in Section 24.4.1 of the Draft Agreement. The franchise fee will be equal to fifteen (15%) percent of the annual gross receipts. Under the New Franchise, District 1 will continue to require two (2) employees to service the area and provide for a more thorough clean up job within five (5) feet of each container. District 1 is the area including Pacific Boulevard that is bound to the north and south by Florence Avenue and Randolph Street, and to the east and west by Rita Avenue and Rugby Avenue.

2.7 Other Services

(a) Bulky Items

The current contractor currently provides bulky item collection at no extra charge from curbs or alleys on a weekly basis (abandoned item collection). The current contractor also picks

up bulky items discarded on or along the City's right-of-ways, open space or other City property within twenty-four (24) hours of a request from the City.

Under the New Franchise, bulky item collection for commercial premises will occur via an on-call basis and the successful Proposer may charge for such services. In addition, as noted above, the successful Proposer shall also, at no additional cost, pick up bulky items and other solid waste as a result of illegal or unauthorized dumping, or other code enforcement matters, occurring within the City.

(b) Holiday Tree Collection

The current contractor provides holiday tree collection services.

Under the New Franchise, the successful Proposer shall pick up holiday trees for at least two weeks following December 25th of each year.

(c) City Facilities Collection

The current contractor provides solid waste collection services at all City buildings or facilities, including those located in the Civic Center and the bins at the City Yard.

Under the New Franchise, the successful Proposer shall provide solid waste collection services at all premises owned/and or operated by the City, at no additional cost. The successful Proposer shall also be responsible for providing the required containers for such services. A list of City facilities that the current contractor provides service to is listed in **Attachment 1-E**; provided, however, that list of facilities may change and the Draft Agreement requires the successful Proposer service all City facilities, as they may be expanded from time to time.

(d) City Sponsored Events

The current contractor, at no additional charge, accommodates the City's reasonable written requests for bins, pick-up and disposal for City sponsored events.

The New Franchise also requires the successful Proposer to provide solid waste handling services, at no additional charge, for City sponsored events. A sample of City sponsored events is included in this RFP as **Attachment 1-E**. **Attachment 1-E** is provided by way of example and is not meant to be exhaustive. The number, type and service requirements for these events may vary from year to year.

SECTION III
DETAILED SUBMISSION REQUIREMENTS

3.1 Exhibits

Proposers must submit the following documents as exhibits/sections attached to their proposals. Each exhibit must be clearly labeled as set forth below.

(a) Exhibit 1: Rate Schedule, Supporting Cost and Operating Data

Proposer shall fill in the applicable rate schedule and supporting cost and operating data worksheets provided in **Attachment 4**. **Attachment 4** must be completed in its entirety for a proposal to be considered by the City. The City reserves the right to rebalance rates prior to contract execution if the change is revenue neutral to the Proposer. Certain initial ancillary rates are not to be proposed, but are set based upon current rates. These rates are included in Exhibit A of the Draft Agreement.

The Draft Agreement also assumes a residential 3 cart system (refuse, recycling, and green waste) which Proposers must adhere to. The City will not consider rates Proposers submit that deviate from the 3 cart system – e.g., a mixed waste collection system in which one or more of the carts is eliminated.

The supporting cost and operating data worksheets in **Attachment 4** provide a format for Proposers to estimate their annual revenue requirement for providing all of the proposed services. The operating statistics will be used to evaluate the reasonableness of the Proposer's estimated revenue requirement and proposed compensation. **Attachment 4-J** demonstrates how the Proposer plans to reach required diversion levels. Note that diversion programs put forth in **Attachment 4-J**, and elsewhere in Proposer's proposal, may be incorporated into the final franchise agreement. Based on data provided to CalRecycle, the City's estimated diversion rate based on population is 65% and based on employment is 72%.

A proposal may be deemed nonconforming or incomplete unless **Attachment 4** is complete and submitted in its entirety. A Microsoft Excel file containing Attachment 4 will be available after the pre-proposal conference, and can be e-mailed to proposers requesting it by contacting James Enriquez, Director of Public Works/City Engineer, at (323) 584-6253 or by e-mail at jenriquez@huntingtonpark.org.

(b) Exhibit 2: Exceptions to Draft Agreement Terms

Any and all exceptions to the terms set forth in the Draft Agreement shall be made in writing, included with the proposal and marked separately as Exhibit 2. To the extent the exceptions conflict with, modify, or otherwise change a term in the Draft Agreement, the proposal shall reference the Section of the Draft Agreement to which the exception relates. To allow full consideration of any exceptions, a proposal shall provide as much detail regarding the proposed exceptions, including, where appropriate substitute contract language being proposed.

Unless an exception is provided in writing, by submitting a proposal, Proposer accepts the terms set forth in the Draft Agreement. *It is intended, that the successful Proposer will*

enter into a solid waste agreement with the City, subject only to exceptions raised by the Proposer. Only exceptions noted in the proposal shall be considered by the City. The City is not required to accept any submitted exception, but can choose to negotiate regarding the subject matter of said exception to arrive at a mutually agreeable contract provision. Proposers should anticipate that the City will not likely be willing to accept changes to the Draft Agreement language.

(c) Exhibit 3: Proposer Business Information

(i) General Information

Proposer shall provide the following information:

- Proposer's legal entity name;
- the Proposer's legal entity status (e.g., whether Proposer is a corporation, an individual, limited liability company, partnership, subsidiary, etc.);
- in certain circumstances, the City may seek a corporate or personal guaranty from the successful Proposer, where appropriate. If Proposer provides a financial statement for an entity other than Proposer (e.g., a parent company), Proposer shall indicate the other entity's legal relationship to Proposer and that entity's willingness to sign a corporate guaranty in a format provided in **Attachment 6**. Proposers are advised that if a personal guaranty is required, it shall be in substantially in the same format as set forth in **Attachment 7**;
- the names of Proposer's shareholders that hold at least a 5% interest in the legal entity;
- the names of the entity's officers;
- identification of creditors or potential creditors who are owed or may be owed debt that is more than 5% of the entity's total assets;
- the number of years Proposer's legal entity has been in business under the provided legal structure; and
- where Proposer's corporate and local headquarters (if different) are located.

(ii) Legal Actions

Proposer shall provide a list of any prior (within the last ten (10) years) or current material legal actions for which Proposer, or its parent or affiliated company where applicable, was or is a named party. This list shall include the case name, case number and the final disposition (if any). "Material legal actions" for the purposes of this section means any litigation (i.e., a proceeding where a complaint was filed) or regulatory proceeding (i.e., a proceeding where an accusation was filed) brought by an entity regarding the collection, disposal or processing of solid waste. "Material legal actions" shall also include any litigation initiated by an entity alleging Proposer's noncompliance and/or breach of an agreement for solid waste

handling services. Proposer shall also provide a list of any violation notices issued by a regulatory agency (within the last ten (10) years) regarding the collection, disposal or processing of solid waste.

(iii) Financial Statements

Proposer shall supply City with a copy of its most recent financial statements. The financial statements must have been prepared in accordance with the Generally Accepted Accounting Principles. If, after the date of the most recent financial statements, there has been a material change which is not reflected in the financial statements and which may impact Proposer's ability to continue as a going concern, Proposer shall provide City with this additional information. To this end, Proposer shall also have its chief financial officer prepare a statement certifying that there has been no material adverse change, to the information supplied in the balance sheets, cash flow statements, and income statements after the date of the most recent financial statements were prepared.

Proposer may, but is not required, to submit such information in a separate sealed envelope with the financial statements marked as "confidential." If the City receives such information marked as "confidential," it shall, to the extent permitted under law, keep the marked information confidential and refrain from disclosing such information to the public. However, Proposer should be aware that information the City uses to evaluate proposals, including a Proposer's annual revenue, are subject to disclosure as a public record. To the extent that Proposer acquires or becomes apprised of any information for which disclosure is required under this section after Proposer submits its proposal, but before the City awards a new solid waste franchise agreement, Proposer shall immediately inform the City of such information in the same manner required under this section. The successful Proposer should anticipate being required to submit audited financial statements prior to the City's award of the New Franchise to allow the City to determine the Proposer's financial health.

(iv) Key Employees

Proposer shall provide a list of key employees, including job descriptions and corresponding resumes, who would be the designated individuals that would work with the City upon implementation of the New Franchise. If a position has not yet been filled, provide the minimum qualifications Proposer will require of the person to be selected. If Proposer has multiple offices, please also indicate which office each employee works out of.

(d) Exhibit 4: Container Specifications

As required in Exhibit B to the Draft Agreement, Proposer shall provide information on the specifications for the containers it shall use to allow the City to determine whether the containers meet industry standards and its expectations. Proposers should be prepared and able to provide physical samples of the containers for inspection by the City upon request.

(e) Exhibit 5: Multi-Family Dwelling Recycling Program

The calendar year 2013 diversion rate for hauler-collected material was 20%. See tonnage reports in **Attachments 1-H and 1-I**. As required in Exhibit C to the Draft Agreement,

Proposers must propose and provide specific details regarding a Multi-Family Dwelling Recycling Program that is also subject to the requirements in Section 8.2.8 of the Draft Agreement. Proposers have the option to propose either a mixed waste or source separated Multi-Family Dwelling Recycling Program. Proposers submitting a source separated program may charge rates for the source separated recycling service that do not exceed fifty percent (50%) of the maximum rates charged for the customer's refuse service and shall follow the site visits and reporting requirements set forth in Section 8.2.8 of the Draft Agreement. Proposers shall describe and attach this Multi-Family Dwelling Recycling Program as Exhibit 5 to their proposal. Higher diversion rates will be reviewed favorably to the extent Proposer demonstrates the ability to meet the higher diversion rate. The Draft Agreement includes liquidated damages for failure to meet the guaranteed minimum.

(f) Exhibit 6: Commercial Recycling Program

As required in Exhibit D to the Draft Agreement, Proposals must propose and provide specific details regarding a commercial recycling program that is also subject to the requirements set forth in Section 8.3.4 of the Draft Agreement. Proposers shall describe and attach this commercial recycling program as Exhibit 6 to their proposal. Proposers shall have the option to propose either a mixed waste or source separated commercial recycling program. Proposers submitting a source separated program may charge rates for the source separated recycling service that do not exceed fifty percent (50%) of the maximum rates charged for the customer's refuse service and shall follow the site visits and reporting requirements set forth in Section 8.3.4 of the Draft Agreement. Higher diversion rates will be reviewed favorably to the extent Proposer demonstrates the ability to meet the higher diversion rate. The Draft Agreement includes liquidated damages for failure to meet the guaranteed minimum.

(g) Exhibit 7: Disposal or Diversion Facilities; Operating Facilities

As required in Exhibit E to the Draft Agreement, Proposers must identify the facilities at which they intend to dispose of, recycle, process and deposit all solid waste and recyclable material collected under the Agreement. This information should be identified as Exhibit 7 to the proposal.

For each solid waste facility Proposer intends to use, please identify the following:

- the name and location of the facility;
- a statement regarding any relationship between the proposer and the facility owner/operator (if any);
- whether the facility will be used for processing, transfer only, transformation, disposal or other, and which waste streams will be delivered (e.g. commingled recyclables, green waste, mixed commercial waste, mixed residential waste, and/or construction material);
- the prices per ton for each material/waste stream delivered; and

- minimum diversion rate to be achieved for each waste stream.

Proposers must also provide the following information regarding their operating facilities:

- the yard address for equipment and personnel staging and arrangements for maintenance of equipment;
- the office address for customer service, public relations, and franchise administration; and
- other operating facilities to be used in providing service under the franchise agreement.

(h) Exhibit 8: Confirming Use of Disposal or Diversion Facilities

In addition to the information required in Exhibit 7, Proposer shall also provide documentation confirming that the facilities listed in Exhibit 7 will in fact accept materials Proposer collects under the Draft Agreement.

(i) Exhibit 9: Implementation Plan

Proposer shall describe, in detail, their plan to implement the transition of solid waste handling services from the City's current solid waste handlers on January 1, 2015 for residential services and within ninety (90) days from the execution of the final agreement for commercial services. This implementation plan shall include at a minimum, but is not be limited to, the following details regarding how Proposer will provide collection services:

- When Containers will be ordered, received and distributed;
- The vehicles to be used for collection, including whether vehicles must be ordered or are in stock. If vehicles must be ordered, Proposer must specify the approximate date the vehicles will be received. The following vehicle information must also be included: (1) the make; (2) model; (3) model year; (4) type of vehicle fuel; (5) vehicle type (front-loader, rear-loader, etc.); (6) waste stream to be collected (carts, bins, roll-off boxes); and (7) quantity of each type of vehicle;
- Public education steps;
- The expected level of City staff participation;
- Evidence of available personnel or the stated number of new personnel needed to perform if Proposer is award the New Franchise and plans for fulfilling said need; and
- Detailed procedures for addressing customer inquiries and complaints during the transition.

(j) Exhibit 10: Transition Experience

Proposer shall provide references and details, if any, of previous experience implementing a transition between the prior solid waste collection provider and itself for similar jurisdictions. The service transition reference(s) shall include the number and type of customers and the types of services performed.

(k) Exhibit 11: Evidence of Ability to Perform

Proposer shall provide evidence that reasonably supports that Proposer shall be able to perform the terms set forth in the Draft Agreement, including, but not limited to, evidence of Proposer's financial strength and other information relevant to its ability to provide and obtain the personnel and equipment required under the Draft Agreement, such as, but not limited to, evidence of the availability of the containers and vehicles required by the Draft Agreement.

(l) Exhibit 12: Insurance and Surety Evidence

Proposer shall submit evidence that Proposer has or is able to obtain the form of surety as required in Section 14 and insurance as required in Section 15 of the Draft Agreement.

(m) Exhibit 13: Affidavit re Anti-Collusion and No Other Pending Legal Actions

Proposer shall submit a fully executed copy of the Anti-Collusion and No Other Pending Legal Actions Affidavit which is attached to this RFP packet as **Attachment 5**.

(n) Exhibit 14: Solid Waste Franchise Experience

Proposer shall identify, at a minimum, the names of all the public agencies in California, where the Proposer currently provides solid waste collection service, including details on the type of service provided. Additionally, the Proposer should submit a brief description of the Proposer's experience in California providing solid waste services under exclusive agreements to city or county customers, if any, that demonstrate Proposer's ability to perform the services being procured through this RFP. References for at least 5 jurisdictions for municipal customers with services most similar to the services requested in this RFP are requested, but not required. References shall include:

- the name of the jurisdiction;
- time period during which proposer provided service to the jurisdiction;
- the type and number of customers served (e.g. residential or commercial);
- the services performed (e.g. refuse collection, recyclable materials collection or mixed waste processing);

- residential collection methods (e.g. manual or automated);
- whether the services were exclusively or non-exclusively provided in the jurisdiction by the proposer; and
- the name, address and telephone number of the jurisdiction representative responsible for administering the contract.

(o) Exhibit 15: Diversion Rates

The submitted proposal shall include information regarding Proposer's experience in assisting other public agencies in meeting their AB 939 diversion goals, with a preference, but not requirement, of experience with at least five jurisdictions.

(p) Exhibit 16: Community Outreach

Proposer shall submit examples of successful community outreach programs that Proposer has implemented for other public agencies.

(q) Exhibit 17: Residential Sharps Collection Program

Proposer shall propose and provide details regarding a program for the collection of used needles as required in Section 8.2.13 of the Draft Agreement.

(r) Exhibit 18: Proposal Enhancements

Note that the intent of this RFP is to focus on the specifically requested services. However, provided that the Proposer has submitted a proposal that meets all of the minimum requirements of this RFP, the Proposer may also offer additional enhancements that exceed the requirements of this RFP and the Draft Agreement in this Exhibit 18. If an enhancement is offered, Proposer shall describe the benefit in sufficient specific detail so that the City, if desired, can include the enhancement as a term in the awarded franchise agreement. Proposer shall clarify how the enhancement benefits the City and, if there is any cost to the City or customer associated with the enhancement, specifically what that cost is.

SECTION IV

PROPOSAL EVALUATIONS

4.1 City Rights

The City reserves the right to perform any of the following:

- Issue addenda.
- Modify the RFP and/or Draft Agreement.
- Cancel this RFP.
- Change the dates in the RFP schedule, including extending the submission deadline.
- Permit Proposers to submit information clarifying information or correcting errors in their submitted proposals.
- Permit minor deviations.
- Disqualify proposals that contain substantial deviations.
- Disqualify proposals that fail to complete all the required documents and provide all the required information. However, an otherwise completely responsive proposal may also include additional material that goes above and beyond the requirements specified in this RFP.
- Reject any and all of the submitted proposals.
- Request additional information from a Proposer or conduct its own evaluation of whether a Proposer is qualified and possesses the capacity to carry out the terms of the Draft Agreement.

4.2 City Council Retains Ultimate Authority to Select New Franchisee

The City Council retains the ultimate broad authority to exercise its discretion in awarding the New Franchise, the terms of the corresponding agreement, and to determine which proposal is in the City's best interest. **The City Council will consider City staff's analysis of the submitted proposals and will independently select the hauler for the award of the New Franchise.** To this end, the City Council can reject any and all proposals, determine a proposal is nonresponsive and thus disqualified, and permit deviations from the RFP.

The City Council may, but is not required to, make its decision based on, but not limited to, City staff's analysis, the Proposer's experience, implementation plan, financial health, rates, interviews (if any), inspection of a Proposer's equipment and facilities (if applicable), community involvement, or ***any other criteria*** the City Council determines is important. **The**

City Council does not commit to and is not required to award the New Franchise solely based on the lowest rates and may consider the value of all aspects of the proposals.

4.3 Review by City Staff

City staff (including City-retained consultants) will evaluate the proposals based on the criteria provided below and provide a summary analysis to the City Council. The categories that form the basis for *City staff's* analysis of submitted proposals is not necessarily the evaluation criteria that will be used by the City Council.

(a) Pass/Fail Checklist

City staff may, but is not required to, recommend applying a pass/fail checklist to reject as nonresponsive the proposals that do not meet the below requirements. However, the City Council is ***not required*** to accept City staff's recommendation that proposals not meeting the following checklist should be deemed nonresponsive, and thus rejected.

(i) Proposer demonstrated the ability to obtain the insurance and surety required under the Draft Agreement.

(ii) Proposer submitted a copy of its most recent financial statements and a certification statement from its chief financial officer.

(iii) Proposer submitted a list of the containers it intends to use.

(iv) Proposer submitted a list of disposal or diversion facilities ***and*** documentation that ***confirms*** the listed facilities will accept ***from Proposer*** the materials Proposer collects under the Draft Agreement.

(v) Proposer submitted an executed copy of the Anti-Collusion Affidavit.

(vi) Proposer submitted an executed copy of the Affidavit re No Other Pending Legal Actions.

(vii) Proposer submitted a complete rate schedule and supporting cost and operating data worksheets in **Attachment 4**.

(viii) Proposer submitted details regarding a sharps collection program.

(ix) Proposer's proposal was time stamped by the Clerk prior to or by the deadline specified in this RFP.

(b) City Staff Criteria

The criteria the City staff may use to analyze the proposals it receives may include, but is not limited to, the following categories:

(i) Ability to Successfully Implement the Franchise and Perform in Accordance with the Draft Agreement

Proposer's implementation plan as required under Section 3.1.i of the RFP will be evaluated based on whether it demonstrates Proposer can or will likely be able to fulfill the obligations set forth in the Draft Agreement. Higher consideration may be given to Proposers that provide a detailed and specific explanation of how they will implement the Draft Agreement. In evaluating the proposals, City staff may consider, *but is not limited to*, the following sub-categories:

(A) Equipment and Transition. Proposer's demonstrated ability to obtain the equipment needed to perform under the Draft Agreement and evidence of Proposer's ability to successfully implement a transition in service.

(B) Financial Status. Proposer's demonstrated financial stability, comparisons of additional revenue from this franchise to Proposer's current revenue stream, financial stability of Proposer based on its financial ratios, ability to obtain insurance.

(C) Operations, Reasonableness of Operating Assumptions.

(D) Community Involvement. Proposer's commitment to establishing a local presence in the City, by joining the local Chamber of Commerce (if Proposer is not already a member), sponsoring local events, or other actions and activities Proposer sets forth which City determines will contribute to establishing a local presence.

(E) Exceptions. The exceptions to the Draft Agreement as outlined and permitted in Section 3.1.b of the RFP, including the amount of exceptions put forward by each Proposer and the type of exceptions.

(F) Proposed Recycling Programs.

(G) Customer Service Procedures.

(ii) Rate Schedule

In evaluating the rates submitted by a Proposer, City staff may consider the costs of services to customers as measured by the rate revenues, as well as the reasonableness of the proposed rate revenue based on whether there is a logical relationship between the rates, costs, and operating assumptions. City staff may also consider the attractiveness of the maximum rates each Proposer provides in comparison with rates proposed by other Proposers.

(iii) References/Experience

(A) Experience. Proposer's demonstrated ability to provide solid waste handling services to other entities, including, but not limited

to, the satisfaction of other entities with Proposer's performance, the successful implementation of community outreach programs, and Proposer's experience transitioning between prior solid waste handling haulers and itself.

(B) Diversion Goals. Proposer's ability to meet AB 939 diversion goals when providing solid waste handling services to other public entities, including the applicable programs Proposer implemented to meet or progress towards said goals.

(C) Prior Legal Actions. The number of significant prior legal actions will be considered in relation to the size of Proposer's company.

(iv) Other

(A) Interviews. The City Council and/or City staff may invite certain Proposers to clarify, present, or participate in an interview before awarding the franchise.

4.4 Award of New Franchise

Throughout the RFP process, including the review, negotiation and selection period, the City reserves the right to request additional information or clarification regarding submitted proposals from any Proposer. Additionally, the City can, during the review and negotiation period, select a waste hauler without further negotiation. The City is not required to award the New Franchise to the overall lowest cost proposal or to the proposal recommended by City staff and may consider other factors such as which proposal will deliver the best service for the lowest reasonable cost. The City may, in its sole discretion, negotiate with one or more Proposers and Proposers selected for negotiation do not need to be Proposers recommended by City staff.

It is the City's intent that this RFP be comprehensive in order to allow the City to objectively compare the submitted proposals. Proposals that substantially deviate from the RFP are discouraged. Each Proposer is responsible for reading the Draft Agreement in its entirety to ensure Proposer's ability to perform under the terms of the Draft Agreement. Proposers are advised that this RFP does not constitute a contract between the City and any said Proposer. Proposers submit their proposals at their own risk. The City shall not reimburse and is not liable to any Proposer for the costs incurred or associated with its proposal, including the costs associated with preparing a response to the City's RFP. By participating in the RFP process, Proposers agree to indemnify and hold harmless the City, its employees, agents, and representatives for any claims regarding the inaccuracy of any of the provided data. Proposers are responsible for and encouraged to independently gather data needed to aid in the preparation of each respective proposal.

The successful Proposer shall, within fourteen (14) business days from when the solid waste franchise is awarded, provide evidence of the insurance required under Section 15 of the Draft Agreement. The successful Proposer shall also, contemporaneously with the execution of the final Agreement, provide evidence of the surety required under Section 14 of the Draft Agreement.

Attachment 1

Data on Current Solid Waste Handling Services Provided by Waste Management and Consolidated Disposal Services

(SEE EXCEL FILE ATTACHMENTS 1-A to 1-D)

ATTACHMENT 1
RATE PROPOSAL FORMS

Table of Contents

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1-F	Routes and Route Hours
1-G	Revenue
1-H	Residential Tonnage - Waste Management
1-I	Commercial Tonnage - Republic Services

RESIDENTIAL CART RATES AND SERVICE LEVELS
As of March 2014

Rates and Billing Units

Row	Service Category	Monthly Rate	Billing Count	Unit Count
1	Standard Rate			
2	Single-Family Rate	\$ 22.69	3,089 billing units	3,089 units
3	Duplex Rate	\$ 45.38	918 billing units	1,836 units
4	Tri-plex Rate	\$ 68.07	398 billing units	1,194 units
5	Senior Rate			
6	Single-Family Rate	\$ 20.42	7 billing units	7 units
7	Additional Refuse Cart	\$ 9.74	107 carts	
8	Additional Recycling Cart	\$ 5.91	- carts	
9	Additional Green Waste Cart	\$ 7.09	1 carts	
10	Walkout Service - Disabled	\$ -	Not available	
11	Walkout Service - Other/Paid		Not currently offered	
12	Total Dwelling Units with Cart Service			6,126
13	Total Revenue			

Carts Reported in Distribution

	Wastestream	Container Size			Extra 96-gallon
		96-gallon	64-gallon	35-gallon	
14	Refuse	6,276	25	0	107
15	Recycling	6,276	73	0	
16	Green Waste	6,007	119	2	1

Bulky Items Reported for 2013

Type of Call	Annual Count
Bulky Item Calls - Residential Hauler	1,237
White Good Calls - Residential Hauler	88
Bulky/Abandoned Item, Temporary Service Calls - Commercial Hauler	70-100

BIN AND COMMERCIAL CART RATES
As of March 2014

Rates

Row	Container Type/Size	Number of Collections per Week							Extra Pickups	
		1	2	3	4	5	6	7		
1	Outside District 1									
2	Refuse Cart - 100 gallon	\$ 56.79								
3	Refuse Bin - 1 Cubic Yard	\$ 125.14								\$ 45.63
4	Refuse Bin - 1.5 Cubic Yard	\$ 125.14	\$ 229.90	\$ 286.70	\$ 359.52	\$ 423.54	\$ 521.71	\$ 620.55		\$ 45.63
5	Refuse Bin - 2 Cubic Yard	\$ 147.83	\$ 250.23	\$ 307.86	\$ 383.51	\$ 478.84	\$ 573.93	\$ 675.07		\$ 45.63
6	Refuse Bin - 3 Cubic Yard	\$ 169.89	\$ 272.57	\$ 333.16	\$ 416.44	\$ 514.83	\$ 621.80	\$ 728.81		\$ 45.63
7	Refuse Bin - 4 Cubic Yard	\$ 192.75	\$ 292.77	\$ 360.27	\$ 449.67	\$ 554.07	\$ 666.74	\$ 779.47		\$ 53.25
8	Refuse Bin - 6 Cubic Yard	\$ 258.40	\$ 364.85	\$ 550.28	\$ 717.52	\$ 883.67	\$ 1,049.84	\$ 1,216.07		\$ 76.06
9	Locking Lid Service	\$ 4.56								
10	District 1									
11	One Refuse Cart - 100 gallon	\$ 56.79								
12	Two Refuse Carts - 100 gallon	\$ 113.55								
13	Three Refuse Carts - 100 gallon	\$ 167.91								
14	Refuse Bin - 1 Cubic Yard	\$ 128.57								\$ 45.63
15	Refuse Bin - 1.5 Cubic Yard	\$ 127.57								\$ 45.63
16	Refuse Bin - 2 Cubic Yard	\$ 154.36	\$ 234.87	\$ 307.88						\$ 45.63
17	Refuse Bin - 3 Cubic Yard	\$ 192.08	\$ 247.77	\$ 271.99	\$ 324.93	\$ 385.30	\$ 472.25	\$ 559.23		\$ 45.63
18	Refuse Bin - 3 Cubic Yard w/Compactor	\$ 517.93	\$ 958.80	\$ 1,399.67	\$ 1,840.51	\$ 2,281.38	\$ 2,722.28	\$ 3,163.26		\$ 45.63
19	Refuse Bin - 4 Cubic Yard w/Compactor	\$ 566.74	\$ 1,033.70	\$ 1,474.54	\$ 1,915.41	\$ 2,356.27	\$ 2,797.12	\$ 3,238.13		\$ 53.25
20	Locking Lid Service	\$ 4.56								
21	Scout Service									

BIN AND COMMERCIAL CART SERVICE LEVELS
As of March 2014

Current Service Counts

Row	Container Type/Size	Number of Collections per Week							Extra Pickups/ Year
		1	2	3	4	5	6	7	
	Outside District 1								
1	Refuse Cart - 100 gallon	360	-	-	-	-	-	-	-
2	Refuse Bin - 1 Cubic Yard	73	1	-	1	-	-	-	1
3	Refuse Bin - 1.5 Cubic Yard	124	4	1	-	-	-	-	4
4	Refuse Bin - 2 Cubic Yard	362	16	4	1	1	1	1	23
5	Refuse Bin - 3 Cubic Yard	411	170	124	34	18	18	18	46
6	Refuse Bin - 4 Cubic Yard	43	31	16	11	5	26	1	27
7	Refuse Bin - 6 Cubic Yard	6	-	5	-	-	-	-	4
8	Locking Lid Service	156	32	14	1	3	7	-	-
9									
	District 1								
10	One Refuse Cart - 100 gallon	130	-	-	-	-	-	-	-
11	Two Refuse Carts - 100 gallon	-	-	-	-	-	-	-	-
12	Three Refuse Carts - 100 gallon	-	-	-	-	-	-	-	-
13	Refuse Bin - 1 Cubic Yard	14	-	-	-	-	-	-	-
14	Refuse Bin - 1.5 Cubic Yard	3	-	-	-	-	-	-	-
15	Refuse Bin - 2 Cubic Yard	18	1	1	-	-	-	-	-
16	Refuse Bin - 3 Cubic Yard	15	13	18	10	6	1	1	8
17	Refuse Bin - 3 Cubic Yard w/Compactor	-	-	-	-	-	-	-	-
18	Refuse Bin - 4 Cubic Yard w/Compactor	-	-	-	-	-	-	-	-
19	Locking Lid Service	9	4	3	1	-	-	-	-
20	Scout Service	22	6	5	-	-	-	-	-

ATTACHMENT 1

ROLL-OFF BOX AND TEMPORARY BIN DATA

Calendar Year 2013

DATA ON ADDITIONAL ROLL-OFF LOADS TO BE PROVIDED IN A SUBSEQUENT ADDENA

Row	Container/Service Type	Customer Rate	Service Count - CY 2013
1	Roll-Off Service		
2	Rate Per Pull - includes 6 tons disposal, delivery, and 7 day container rental		
3	Standard Roll-Off Box	\$ 398.29 per pull	36 pulls
4	Low Boy Roll-Off Box (10 and 25 yard)	\$ 398.29 per pull	11 pulls
5	Compactor (all sizes)	\$ 398.29 per pull	- pulls
6	Total Pulls		47 pulls
7	Per ton over sic tons per load	\$ 45.33 per ton	
8	Trip Charge (dry run, relocation)	\$ 80.00 per trip	
9	Rental after 7 days w/o pull	\$ 10.00 per day	
10	Temporary Bin 3 Cubic Yard	\$ 129.31 per dump	2 dumps
11	Temporary Bin 3 Cubic Yard	\$ 177.20 per dump	13 dumps
12	Rental after 7 days w/o dump	\$ 7.00 day	

CITY FACILITIES AND CITY SPONSORED EVENTS

As of March 2014

DATA MAY BE UPDATED IN AGENDA

City Facilities Collection

Row	Service by Facility	Current Service Levels
1	City Hall	One 3-yd refuse, 5x week One 3-yd recycling, on call
2	City Yard	One 3-yd refuse, on call One 3-yd recycling, 1x week
3	City Yard	One 40-yd refuse, 5x week Two ____-yd green waste, on call One 20-yd trash, on call One 10-yd concrete, on call
4	Mag Sweeping	One 20-yd refuse, on call
5	HP Police Station	One 3-yd refuse, 3x week One 3-yd recycling, on call
6	HP Center	One 3-yd refuse, 4x week

City-Sponsored Events

Row	Event	Duration	# of Attendees	#, Size, Type of Containers	# of Litter Boxes	# of Liners
7	National Night Out	1 day	400		70	140
8	4th of July				20	40
9	City Yard for misc events				20	40
10	Holiday Tree Lighting				25	50
11	Carnaval Primavera - Chamber (1)	3 days		18 3-yd trash 6 3-yd recycling 4 40-yd trash	200	600
12	Sabor de Mexico Lindo - Chamber (1)	3 days		18 3-yd trash 6 3-yd recycling 4 40-yd trash	200	600

ROUTES AND ROUTE HOURS
As of March 2014

Row	Route Type	Routes Per Day							Total Route Days/Week	Hours per Route per Day	Total Route Hours Per Week (1)
		Mon	Tues	Wed	Thurs	Fri	Sat	Sun			
1	Automated Refuse Routes	2.0	2.0	2.0	2.0	2.0			10.0	8	80.0
2	Automated Recycling Routes	1.0	1.0	1.0	1.0	1.0			5.0	8.5	42.5
3	Automated Green Waste Routes	1.0	1.0	1.0	1.0	1.0			5.0	8	40.0
4	Refuse Bin Routes	4.0	5.0	4.0	4.0	4.0	1.0		22.0	11.5	253.0
5	Recycling Bin Routes								-		-
6	Bulky Item Pickup Routes	1.0	1.0	1.0	1.0	1.0			5.0	3	15.0
7	Roll-Off Box Routes								-		-
8	Scout Vehicle Routes								-		-
10	Total Routes	9.0	10.0	9.0	9.0	9.0	1.0	-	47.0		430.5

(1) Total Route Days/Week multiplied by Hours Per Route per Day.

REVENUE
Calendar Year 2013

Row	Month	Residential	Commercial	Roll-Off	Roll-Off	Total
1	January 2013	\$ 132,760	\$ 376,592	\$ 13,340		\$ 522,692
2	February 2013	\$ 132,760	\$ 354,675	\$ 7,089		\$ 494,524
3	March 2013	\$ 136,287	\$ 402,610	\$ 13,642		\$ 552,539
4	April 2013	\$ 136,273	\$ 383,839	\$ 6,636		\$ 526,748
5	May 2013	\$ 136,287	\$ 384,148	\$ 16,071		\$ 536,506
6	June 2013	\$ 135,390	\$ 378,165	\$ 20,641		\$ 534,196
7	July 2013	\$ 135,390	\$ 389,805	\$ 18,566		\$ 543,761
8	August 2013	\$ 135,390	\$ 371,658	\$ 33,587		\$ 540,635
9	September 2013	\$ 135,390	\$ 376,001	\$ 22,110		\$ 533,501
10	October 2013	\$ 135,390	\$ 372,789	\$ (7,573)		\$ 500,606
11	November 2013	\$ 135,390	\$ 363,465	\$ 13,774		\$ 512,629
12	December 2013	\$ 135,390	\$ 368,447	\$ 16,306		\$ 520,143
13	Total for CY 2013	\$ 1,622,097	\$ 4,522,194	\$ 174,189	\$ 18,720	\$ 6,337,200

TONNAGE - WASTE MANAGEMENT
Calendar Year 2013

Tonnage Collected By Service	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	2013 Total
Residential													
Landfilled	749.35	704.34	777.25	789.45	843.23	796.40	838.17	831.07	840.66	787.76	716.44	793.78	9,467.94
Green Waste, contaminated	56.95	51.44	82.11	79.49	67.00	74.00	88.48	79.02	75.15	42.85	54.57	37.03	788.09
Recycling Residential	22.32	18.00	21.11	17.97	20.00	27.32	42.42	20.14	18.85	20.43	21.13	19.21	268.90
WM Recycle America- Recycling	68.64	55.37	64.92	55.26	66.11	84.00	130.46	61.92	57.98	62.83	64.96	59.09	831.54
E-waste										0.01	0.03		0.04
Christmas Trees	3.44												3.44
Green Waste-Rainbow	118.00	77.16	123.16	119.89	101.38	111.44	132.71			87.62	81.85	57.37	952.71
Green Waste-Bradley							20.63	118.54	112.76	42.85			352.15
Total Tonnage Collected	1,018.70	906.31	1,068.55	1,061.56	1,097.72	1,093.16	1,252.87	1,110.69	1,105.42	1,044.37	938.98	966.48	12,664.81
Residential Diversion %	18.7%	14.6%	17.6%	16.5%	15.3%	17.9%	22.7%	16.2%	15.4%	18.5%	15.6%	12.0%	16.9%
Roll Off													
Landfilled	3.18	6.54	19.99	14.22	19.92	3.84	11.83	48.03			10.60	2.47	140.62
Downtown Diversion Residential	0.74	0.58		26.74	1.86	0.75		1.45	0.82		0.55		33.59
Downtown Diversion Recycle	3.61	2.95		22.31	9.37	3.77		7.57	4.64		2.87		57.09
Total Tonnage Collected	7.53	10.07	19.99	63.27	31.15	8.36	11.83	57.05	5.56	-	14.02	2.47	231.30
Roll Off Diversion %	47.9%	29.3%	0.0%	35.3%	30.1%	45.1%	0.0%	13.3%	83.5%	#DIV/0!	20.5%	0.0%	24.7%
Total Tonnage Collected (All Services)													
Landfilled	832.54	780.90	900.46	927.87	952.01	902.31	980.90	979.71	935.60	851.06	803.29	852.49	10,699.14
Recycled	75.69	58.32	64.92	77.57	75.48	87.77	130.46	69.49	62.62	62.83	67.83	59.09	891.07
Green Waste	118.00	77.16	123.16	119.39	101.38	111.44	153.34	118.54	112.76	130.47	81.85	57.37	1,304.86
Total Tons Collected	1,026.23	916.38	1,088.54	1,124.83	1,128.87	1,101.52	1,268.70	1,167.74	1,100.98	1,044.36	992.97	966.95	12,896.07
Total Tons Diverted	193.69	135.46	188.08	196.96	176.86	195.21	283.80	188.03	175.38	193.30	149.68	116.46	2,196.93
Nuvey						10.40							
Total Diversion % All Services	18.9%	14.8%	17.3%	17.5%	15.7%	18.1%	22.8%	16.1%	15.8%	18.5%	15.7%	12.0%	17.0%

TONNAGE - REPUBLIC SERVICES
Calendar Year 2013

ATTACHMENT 1

Bin and Commercial Cart

Month	TRASH			RECYCLING			Trash Subtotal	SERRF	RECYCLING			Yard Wst Subtotal	Recycling Subtotal	Yard Waste	Commercial Total	COM DIV%
	AWT	Belart	Innovative	Other	Belart	Other			Commerce	Belart	Other					
JAN	0.40	216.48	1,309.30		6.39	14.02	1,526.18	566.78		250.00	837.19	-	1,526.18	837.19	2,363.37	35.42%
FEB	1.59	184.61	1,385.05	-	5.95	11.88	1,571.25	500.00		-	517.83	-	1,571.25	517.83	2,089.08	24.79%
MAR	0.79	73.89	1,491.85	-	5.06	13.81	1,566.53	709.26		-	728.13	-	1,566.53	728.13	2,294.66	31.73%
APR	0.64	199.06	1,919.02	2.40	6.18	5.83	2,121.12	289.56		-	301.57	-	2,121.12	301.57	2,422.69	12.45%
MAY	225.87	1.65	1,780.07	4.80	3.84	2.95	2,012.38	500.00		-	506.79	-	2,012.38	506.79	2,519.17	20.12%
JUN	0.38	232.61	1,302.31	4.01	7.95	5.20	1,539.31	724.71		-	737.85	-	1,539.31	737.85	2,277.16	32.40%
JUL	0.36	261.18	1,505.05	0.95	3.86	2.69	1,767.54	727.76		-	734.31	-	1,767.54	734.31	2,501.85	29.35%
AUG	0.92	274.49	1,509.55	1.26	9.48	0.39	1,786.22	700.00		-	709.87	-	1,786.22	709.87	2,496.09	28.44%
SEP	1.70	324.70	1,442.16	0.63	5.45	2.03	1,769.19	625.90		-	633.38	-	1,769.19	633.38	2,402.57	26.36%
OCT	0.51	330.34	1,926.12	8.62	7.64	4.41	2,265.59	322.30		-	334.35	-	2,265.59	334.35	2,599.94	12.86%
NOV	0.36	288.86	1,906.81	3.09	4.18	7.83	2,199.12	167.00		-	179.01	-	2,199.12	179.01	2,378.13	7.53%
DEC	0.33	432.71	1,828.52	1.13	9.18	4.92	2,262.68	167.00		-	181.11	-	2,262.68	181.11	2,443.79	7.41%
TOTAL	233.85	2,820.57	19,305.81	26.89	75.16	75.96	22,387.11	6,000.27	250.00	6,401.39	6,401.39	-	22,387.11	6,401.39	28,788.50	22.24%

Roll-Off Box

Month	TRASH			RECYCLING			Trash Subtotal	SERRF	RECYCLING			Yard Wst Subtotal	Recycling Subtotal	Yard Waste	Industrial Total	IND DIV%
	AWT	Belart	Innovative	other	BA Rec	Other			Belart	Other	Commerce					
JAN	-	20.88	238.87		22.11		259.75				22.11	-	259.75	22.11	281.86	7.84%
FEB	-	22.68	196.17		16.43		218.85				16.43	-	218.85	16.43	235.28	6.98%
MAR	-	11.13	216.97		19.57		228.10				19.57	-	228.10	19.57	247.67	7.90%
APR	-	15.42	278.59		50.41	1.74	294.01				52.15	-	294.01	52.15	346.16	15.07%
MAY	-	13.90	247.30	0.91	45.29	17.62	262.11				62.91	-	262.11	62.91	325.02	19.36%
JUN	-	6.51	227.29	2.68	9.02	24.57	236.48				33.59	11.41	236.48	33.59	281.48	15.99%
JUL	-	5.53	362.53	7.47	12.69	37.03	375.53				49.72	-	375.53	49.72	425.25	11.69%
AUG	-	15.82	251.24	2.70	9.22	23.40	269.76				32.62	-	269.76	32.62	302.38	10.79%
SEP	-	7.48	404.86	0.76	7.99	10.18	413.09				18.17	-	413.09	18.17	431.26	4.21%
OCT	-	4.89	275.83	3.89	14.66	57.21	284.61				71.87	-	284.61	71.87	356.48	20.16%
NOV	-	9.08	232.28	3.11	-	20.52	244.47				20.52	-	244.47	20.52	264.99	7.74%
DEC	-	2.46	226.53	3.34	12.39	22.16	232.33				34.55	-	232.33	34.55	266.88	12.95%
TOTAL	-	135.78	3,158.45	24.86	219.78	214.43	3,319.10	-	-	434.20	434.20	11.41	3,319.10	434.20	3,764.71	11.84%

Attachment 2
Draft Solid Waste Agreement

(attached)

AGREEMENT

BETWEEN

CITY OF HUNTINGTON PARK

AND

[INSERT HAULER NAME]

FOR

SOLID WASTE HANDLING SERVICES

EFFECTIVE 1, 2014

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AGREEMENT

This Agreement ("Agreement") is entered into to be effective as of the 1st day of MONTH YEAR, by and between the City of Huntington Park ("City") and [INSERT NAME OF HAULER], ("Contractor") (collectively, the "Parties") to provide an exclusive franchise for Solid Waste Handling Services within the City.

RECITALS:

A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all Solid Waste within their jurisdictions.

B. Pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to a qualified solid waste enterprise for Solid Waste Handling Services within the City Limits.

C. City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of Solid Waste, including AB 939, AB 341, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Contractor desire to leave no doubts as to their respective roles, and to memorialize that by entering into this Agreement, City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Contractor, not City, who is "arranging for" the collection, transport for disposal, composting, and recycling of municipal Solid Waste in the City which may contain hazardous substances. City and Contractor understand and agree that it is Contractor, and not City, who will arrange to collect Solid Waste, that City has not, and, by this Agreement does not, instruct Contractor on its collection methods, nor supervise the collection process, nor do the Parties intend to place title to such Solid Waste in City, but rather intend that whatever, if any, title in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Contractor, and further that if Contractor gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement. By entering this Agreement City and Contractor further desire to confirm that Contractor has agreed to indemnify the City in connection with any claims relating to the inadvertent or intentional collection, transportation and/or disposal of hazardous materials that may occur in connection with Contractor's performance under this Agreement.

E. Contractor has agreed, as part of this Agreement, to provide such services as are necessary or desirable to ensure City complies with the requirements of AB 939, AB 341 and Public Resources Code Section 40000, et seq.

COVENANTS:

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, City and Contractor hereby agree as follows:

**SECTION 1.
RECITALS**

The Parties acknowledge the above recitals are true and correct and incorporate them herein as if they were fully restated.

**SECTION 2.
DEFINITIONS**

Whenever any term used in this Agreement has been defined by the California Public Resources Code, the definition of such term set forth therein shall apply unless the term is otherwise defined in this Agreement.

2.1 AB 341

"AB 341" shall mean Assembly Bill 341 from the 2011-2012 Regular Session of the California Legislature (Chapter 476, Statutes 2011).

2.2 AB 939

"AB 939" shall mean the California Integrated Waste Management Act of 1989, currently codified as California Public Resources Code Section 40000 et seq., as it may be amended from time to time.

2.3 Affiliate

"Affiliate" means a business in which Contractor owns a direct or indirect ownership interest, a business (including corporations, limited and general partnerships and sole proprietorships) which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

2.4 Animal Waste

"Animal Waste" shall mean animal carcasses, dead animals, and/or parts or portions of dead animals. Animal Waste shall not include manure.

2.5 Applicable Laws

"Applicable Laws" shall mean all federal, state, county, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having jurisdiction over an aspect of this Agreement that are in force on the Effective Date, and as may be enacted, issued or amended thereafter, including without limitation City's Municipal Code, AB 939 and AB 341.

2.6 Billings

"Billings" or "Billing" or "Bill" means the statements of charges provided to Customers for services rendered by Contractor pursuant to the terms of this Agreement.

2.7 Bins

"Bins" shall mean a metal Container, including dumpsters, compactors, and any similar such devices with a capacity of under ten (10) cubic yards.

2.8 Bulky Items

"Bulky Items" means Solid Waste that cannot and/or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators with and without Freon, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); residential wastes (including wood waste, tree branches, scrap wood, in the aggregate not exceeding one cubic yard per Collection); and clothing. For purposes of this Agreement, and notwithstanding any provision hereof to the contrary, Bulky Items shall specifically include items commonly known in the waste industry as "brown goods," "e-waste" and "universal waste" (including, without limitation all types of electronic waste, stereos, televisions, computers and monitors, cellular phones, VCRs, microwaves and other similar type of equipment and products), batteries, and fluorescent light tubes. Bulky Items do not include car bodies, Construction and Demolition Debris or (with the exception of appliances/white goods described above) items that cannot reasonably be moved with equipment of the type which, pursuant to industry standards, would normally be carried in a truck Collecting Bulky Items. In the event a question arises as to whether a specific item, or category of items meets the definition of Bulky Items, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties.

2.9 Cart

"Cart" means a plastic Container with a hinged lid and wheels serviced by an automated or semi-automated process, as opposed to a manual process of lifting and dumping.

2.10 City

"City" shall mean the City of Huntington Park, a municipal corporation, located in Los Angeles County, California.

2.11 City Council

"City Council" shall mean the City Council of City.

2.12 City Limits

"City Limits" shall mean the territorial boundaries of the City together with all amendments and changes thereto, which boundaries are depicted on maps, incorporated herein by reference, that are kept on file in the office of the City Clerk of the City of Huntington Park, and which are from time to time amended to reflect changes.

2.13 City Manager

"City Manager" shall mean the City Manager of the City of Huntington Park or his or her designee.

2.14 Collect/Collection

"Collect" or "Collection" shall mean to take physical possession of, transport, and remove Solid Waste from a Premises.

2.15 Commercial Premises

"Commercial Premises" means Premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding Residential Premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. Notwithstanding any provision to the contrary herein, in the Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which hotels and motels are operated and upon which Multi-Family Dwellings exist shall be deemed to be Commercial Premises.

2.16 Container

"Container" means any and all types of Solid Waste receptacles, including Carts and Bins.

2.17 Contractor

"Contractor" shall mean [INSERT NAME OF HAULER], the entity granted the franchise pursuant to this Agreement, or any party permitted pursuant to the terms hereof permitted to become the successor or assignee thereof.

2.18 Customer

"Customer" or "Customers" shall mean any person receiving Solid Waste Collection services from Contractor within the Franchise Area.

2.19 Dwelling Unit

"Dwelling Unit" shall mean one or more rooms designed for occupancy by one family for living and sleeping purposes and containing kitchen facilities or an area designed for the preparation of food for use solely by one family.

2.20 Effective Date

"Effective Date" shall mean ~~1st 2014~~.

2.21 Environmental Laws

"Environmental Laws" means all federal and state statutes, county, local and City ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §2601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

2.22 Franchise Area

"Franchise Area" shall mean all Premises within the City Limits, including Premises which may be annexed and thereby added to the City Limits following the Effective Date.

2.23 Franchise Fee

"Franchise Fee" shall mean the franchise fee set forth and more fully defined in Section 11 hereof.

2.24 Green Waste

"Green Waste" means tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees (not more than six (6) inches in diameter or 48 inches in length) and similar materials as more fully described herein.

2.25 Gross Receipts

"Gross Receipts" shall mean and include all monies, fees, charges, consideration, and revenue received, charged or imputed to Contractor and any Affiliate of Contractor, in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of Contractor pursuant to this Agreement. Gross Receipts includes, without limitation, monthly Customer charges for Collection of Solid Waste, without subtracting

Franchise Fees, fees imposed and collected pursuant to this Agreement, sums collected in connection with Temporary Services, and transportation charges. Gross Receipts does not include revenue from the sale of Recyclable Material, Green Waste, food waste, and other material which is diverted from disposal.

2.26 Hazardous Substance

"Hazardous Substance" shall mean any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances," "hazardous materials," "Hazardous Wastes," "toxic waste," "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.(CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7401 et seq.; and (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local laws or regulations, including any of the Environmental Laws, currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

2.27 Hazardous Waste

"Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

2.28 Multi-Family Dwelling

"Multi-Family Dwelling" means any building or lot containing more than one Dwelling Unit at which Contractor determines (and City agrees) the Dwelling Units must receive Solid Waste Collection services through the use of shared Bins, since they are not reasonably able to store Carts or otherwise receive individualized Solid Waste Collection services through the use of the automated Collection system utilizing Carts contemplated by this Agreement for Single Family Dwellings. Unless otherwise determined as set forth above, any Premises upon which four (4) or more Dwelling Units exists shall be deemed to be a Multi-Family Dwelling. Any ambiguity as to whether a Customer's Premises qualifies for purposes of this Agreement as a Single Family Dwelling or Multi-Family Dwelling shall be resolved by the City Manager whose decision shall be final.

2.29 Municipal Code

"Municipal Code" shall mean City's Municipal Code.

2.30 Person

"Person" shall mean any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Los Angeles, towns, cities, and special purpose districts.

2.31 Premises

"Premises" shall mean any land, building, and/or structure within the City Limits where Solid Waste is generated or accumulated.

2.32 Recyclable Material

"Recyclable Material" or "Recyclables" shall mean that Solid Waste discarded within the Franchise Area which is capable of being recycled, including Green Waste.

2.33 Residential Premises

"Residential Premises" shall mean all premises upon which Dwelling Units exist. Notwithstanding any provision to the contrary herein, in the Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which hotels and motels are operated or upon which Multi-Family Dwellings exist shall be deemed to be Commercial Premises.

2.34 Rolloff Box

"Rolloff Box" means Solid Waste Collection Containers of ten (10) yards or larger, including compactors.

2.35 Senior Citizen

"Senior Citizen" shall mean a Customer that is the head of the household at a Single Family Dwelling as demonstrated by utility bills, a lease, or other reasonable documentation, at least sixty-two (62) years of age and the recipient of supplemental social security benefits.

2.36 Single Family Dwelling

"Single Family Dwelling" means a building or lot containing one Dwelling Unit, and for purposes of this Agreement includes buildings and lots with more than one Dwelling Unit where such Dwelling Units are determined by the City to be reasonably able to receive individualized Solid Waste Collection service by the automated process utilizing Carts contemplated herein. Any ambiguity as to whether a Customer's Premises qualifies as a Single Family Dwelling or Multi-Family Dwelling shall be resolved by the City Manager whose decision shall be final.

2.37 Solid Waste

"Solid Waste" shall mean and include all discarded putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, Refuse, rubbish, construction waste, industrial waste, commercial Solid Waste, Bulky Items, and any other discarded solid, semisolid, and liquid waste permitted to be disposed of at a Class III landfill and which are included within the definition of "Nonhazardous Solid Waste" set forth in the California Code of Regulations, as it may be amended from time to time. Solid Waste does not include hazardous (Class I) waste, low-level radioactive waste, untreated medical waste, or Special Wastes as defined herein.

2.38 Solid Waste Handling Services

"Solid Waste Handling Services" means the Collection, transfer, transport, recycling, processing, and disposal of Solid Waste for Premises within the City.

2.39 Special Wastes

"Special Wastes" shall mean wastes other than Solid Waste including sewage, sludge, industrial sludge, asbestos, auto bodies, tires, used motor oil, Hazardous Waste, Animal Waste, explosive substances, radioactive materials, and other materials which may not be disposed of at a Class III landfill or which require special handling.

2.40 Temporary Service

"Temporary Service" shall mean Solid Waste Handling Services provided by Contractor on an as-needed and temporary basis to any Premises within the City in conjunction with construction, demolition, cleanup or other projects, and by use of temporarily placed Bins or Rolloff Boxes.

2.41 Term

"Term" shall have the meaning ascribed in Section 6 of this Agreement.

2.42 Transformation

"Transformation" means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. "Transformation" does not include composting.

**SECTION 3.
GRANT OF EXCLUSIVE FRANCHISE FOR SOLID WASTE
HANDLING SERVICES FROM ALL RESIDENTIAL AND
COMMERCIAL PREMISES, AND FOR PROVIDING
TEMPORARY SOLID WASTE HANDLING SERVICE**

3.1 Scope of Franchise

Except as hereinafter expressly set forth, City hereby grants to Contractor and Contractor hereby accepts from City, for the Term hereof, the exclusive contract, right, and privilege to

Collect, transport, and dispose of all Solid Waste generated or accumulated within the Franchise Area. The exclusive franchise, right and privilege to provide Solid Waste Handling Services within City granted to Contractor by this Agreement shall be interpreted to be consistent with all applicable state and federal laws, now in effect and adopted during the Term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations. In the event that future interpretations of current law or future enactments limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth herein, Contractor agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Contractor as a result thereof.

3.2 Matters Excluded from Scope of Franchise

Notwithstanding any other provisions set forth in this Agreement to the contrary, the exclusive franchise granted herein shall exclude the Collection, transportation, recycling, and disposal of:

(A) any Solid Waste otherwise within the scope of this Agreement which is transported by a Self Hauler as that term is used in the Municipal Code, or any other City ordinance, resolution, regulation or policy, as such may be adopted or amended from time to time;

(B) the sale or donation of Recyclable Material by the person or entity that generated such Recyclable Material (the "Generator") to any person or entity other than Contractor; provided, however, to the extent permitted by law, if the Generator is required to pay monetary or non-monetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material to any person or entity other than Contractor, the fact that the Generator receives a reduction or discount in price (or in other terms of the consideration the Generator is required to pay) shall not be considered a sale or donation;

(C) any Solid Waste otherwise within the scope of this Agreement which is Collected or transported to a disposal or recycling facility by City employees in the course and scope of their employment with City;

(D) the Collection, transportation, or disposal of Hazardous Waste; Universal Waste; E-Waste; biohazardous waste; untreated inedical waste; infectious waste; Animal Waste; used cooking fats, oils, grease and similar waste; or other materials which do not constitute Solid Waste;

(E) the Collection, transportation, and disposal of Construction and Demolition Waste by a contractor, handyman, repairman, or other similar service provider, using its own equipment, as an incidental part of the services provided to its Customers, rather than as a hauling service, provided that such waste is not Collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials;

(F) the Collection, transportation, and disposal of Green Waste and related Solid Waste by a gardener, or landscaper, as an incidental part of the gardening or landscaping services provided to its customers, rather than as a hauling service provided that such Solid Waste is not collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials; and

(G) Solid Waste Handling Services provided by any Person having a legal right to continue doing so, pursuant to Public Resources Code Section 49520, *et. seq.*, or otherwise, as long as and to the extent such legal right continues to exist; except that to the degree any territory in which Contractor has a franchise granted by another governmental entity is annexed into City during the Term, Contractor agrees the provisions of this Agreement shall apply to such territory and further acknowledges that this Agreement constitutes any notice required by the Public Resources Code in connection therewith.

SECTION 4. ENFORCEMENT OF EXCLUSIVITY

Contractor shall be responsible for enforcing the exclusivity of this Agreement. City shall reasonably assist Contractor in its efforts to enforce the exclusivity hereof. In addition, City shall adopt such ordinances or other regulations as it deems to be necessary or desirable to protect the exclusive rights granted herein. City shall have the right, but not the obligation, to enforce the exclusivity hereof, including by instituting appropriate legal proceedings, and/or to request that Contractor do so. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. Contractor shall reimburse City for its reasonable legal costs, extraordinary administrative costs (including staff time), or other expenses incurred in connection with City's actions to either enforce the exclusivity hereof, or to assist Contractor in doing so.

SECTION 5. ACCEPTANCE; WAIVER

Contractor agrees to be bound by and comply with all the requirements of this Agreement. Contractor waives Contractor's right to challenge the terms of this Agreement under federal, state, or local law, or administrative regulation. Contractor waives any right or claim to serve the City or any part of the City under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity including any right under Section 49520 of the Public Resources Code.

SECTION 6. TERM

The term of this Agreement (the "Term") shall be for an approximate seven (7) year period of time with the commencement date for Solid Waste Collection services for Commercial Premises as ninety (90) days after the Effective Date of the Agreement and for Residential Premises as January 1, 2015. The Term of the Agreement shall end at midnight on June 30, 2022, unless this Agreement is terminated sooner pursuant to Section 18 hereof, or otherwise.

The City Council shall have the unilateral option to exercise three (3) one (1) year extensions to the Term of the Agreement such that if all three (3) one (1) year extension options are exercised, the Term of the Agreement expires at midnight on June 30, 2025. Prior to exercising each one (1) year extension option, the City Council shall review a performance review which the City Manager is hereby authorized to conduct during fiscal years 2020-2021, 2021-2022, and 2022-2023 respectively, after receiving an advance deposit, in an amount subject to the City Manager's reasonable determination, to cover the cost of such review from Contractor. Contractor shall be responsible for all costs of such performance review, and said performance review will be separate from and in addition to the performance review set forth in Section 17.

If the City Council does not exercise the option to extend the Term as set forth above, as evidenced by a formal action of the Council taken in a duly noticed open meeting, on or before December 31 of the year preceding the expiration of the current Term, said option shall expire and this Agreement shall automatically terminate at midnight on June 30, 2022 if no options have been exercised, or June 30, 2023 or June 30, 2024, respectively, if one or two one (1) year extensions have been previously exercised. While it is the intent of the City Council to exercise the forgoing option to extend the Term absent a negative performance review, the decision to exercise said option shall be subject to the City Council's sole, absolute and unfettered discretion.

SECTION 7. CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Contractor's continued right to the benefits conveyed herein:

7.1 Accuracy of Representation

All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement.

7.2 Absence of Litigation

There shall be no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.

7.3 Furnishing of Insurance and Bond or Letter of Credit.

Contractor shall have furnished evidence of the insurance and Surety required by Sections 14 and 15 hereof, and shall comply with all ongoing requirements relating thereto.

7.4 Effectiveness of City Council Action

The City Council's Resolution approving this Agreement shall have become effective pursuant to California law.

7.5 Payment of Fees and Costs

Contractor shall have made payment to City of all fees, costs and other payments due as more fully set forth in Section 11.

SECTION 8. SOLID WASTE HANDLING SERVICES PROVIDED BY CONTRACTOR

8.1 General

8.1.1 Equipment

Contractor shall furnish all labor, supervision, materials, supplies, and equipment necessary to provide for all services required by the terms of this Agreement.

8.1.2 Disposal and Processing Facilities

Contractor has provided a list of facilities that it intends to use for the disposal, processing, and/or reuse of Solid Waste and Recyclable Materials Collected pursuant to this Agreement, which is attached hereto as Exhibit E and incorporated herein by reference. Contractor shall not utilize other facilities for these purposes without first updating Exhibit E and obtaining the prior written consent of the City Manager, which consent shall not be unreasonably withheld.

8.1.3 Performance Standards

Contractor shall perform Solid Waste Handling Services as required hereunder in a workmanlike manner consistent with good housekeeping standards and all relevant provisions of Applicable Laws.

8.1.4 Noise and Disruption

Contractor shall perform Solid Waste Handling Services as required hereunder in such a manner as to minimize noise and other disruptive impacts including, without limitation, those upon traffic. Contractor shall use its best efforts to coordinate its Collection schedules such that street sweeping on any given street shall occur the business day following Collection of Solid Waste by Contractor.

8.1.5 Collection Times

Contractor shall not commence Collection of Solid Waste for Customers at Commercial Premises (excepting Multi-Family Dwellings) until 6:00 a.m. and for Customers at Residential Premises and at Multi-Family Dwellings until 7:00 a.m., nor shall such activities occur after 7:00 p.m. for Customers at Commercial Premises (excepting Multi-Family Dwellings) and 6:00 p.m. for Customers at Residential Premises and at Multi-Family Dwellings. The City Manager may require Contractor to comply with time frames applicable to Residential Premises in connection with Collection of Solid Waste for Customers at Commercial Premises whose premises are in

close proximity to Residential Premises. Close proximity is typically considered five hundred (500) feet, but the ultimate distance shall be determined by the City Manager in his or her sole discretion and may result in an established distance that is more or less than five hundred (500) feet. Solid Waste Collection at Residential Premises and at Multi-Family Dwellings shall not occur on Saturdays; excepting Temporary Bin Services and Collection occurring on Saturdays following such holidays as may be approved by the City Manager. No Solid Waste Collection shall occur on Sundays at Residential Premises or at Multi-Family Dwellings, except in exceptional circumstances for which specific approval is given by the City Manager. Except as noted herein, Solid Waste Collection may occur at Commercial Premises on Sundays; provided, however, no such service shall occur on Sundays in connection with any Premises at which the City Manager determines such service would be contrary to the public interest.

8.1.6 Collection Schedule

The City Manager shall set the Collection routes. Customers at all Residential and Commercial Premises within the City will have not less than one established Collection day each week. Contractor shall provide notice to each Customer of its established Collection day(s), and shall provide at least one week's notice to Customers of any change in their established Collection day(s). Notwithstanding any provision herein to the contrary, should any established Collection day fall on a legal holiday, or on any other holiday which is observed by either a landfill or other lawful disposal site to which Solid Waste is taken for disposal, or a recycling facility to which Recyclable Material is taken, Contractor shall provide for Collection one (1) day later during the pick-up week, and the regular Collection schedule shall be resumed the following week. A pick-up week shall be defined as Monday through Saturday. Contractor may not change its established Collection schedules without obtaining the prior written consent of the City Manager.

8.1.7 Commingling of Routes

Contractor shall not during its Collection process commingle Solid Waste Collected hereunder with Solid Waste Collected in any other City, or on behalf of any other entity operating or existing within City that is not subject to this Agreement, and is specifically prohibited from combining Collection routes related to services provided pursuant to this Agreement with Collection routes for other jurisdictions it may service.

8.1.8 Replacement of Containers

Contractor shall, whenever possible, return Carts to the parkway adjacent to the curb, and not the street gutter, upon completing Collection. Contractor shall replace all Bins in the location upon the property of each Customer utilizing Bins designated for storage of Bins, and shall secure gates, doors, and/or enclosures when applicable.

8.1.9 Contractor's Containers

(A) Contractor's Containers shall meet the minimum standards set forth on the attached Exhibit B.

(B) Contractor shall provide three sizes of Carts (small, medium and large) having capacities of approximately 35 gallons, 64 gallons and 96 gallons. Notwithstanding the foregoing, the Parties recognize that different vendors provide Carts of slightly different dimensions, and hence the capacity of Cart sizes specified in this Agreement may vary slightly, but in no case by more than 10% of the noted capacities.

(C) Contractor shall be responsible to maintain and replace, as necessary, all of its Containers.

(D) All Contractor's Containers shall be maintained by Contractor in good repair, and any question as to the meaning of this standard shall be resolved by the City Manager.

(E) Contractor shall deliver Containers to each Customer at no additional charge.

(F) Contractor shall ensure it maintains an accurate list that contains the total number of Carts at each service address and the serial number or other identifying information associated with each Cart located at such address. Contractor shall keep this list up to date at all times, provide it to City upon request, and shall include a current updated list with each annual report as set forth in Section 23.3. In addition, Contractor shall provide this list to City within thirty (30) days of the Effective Date of this Agreement.

(G) All Carts shall be maintained by Contractor in a watertight condition, as shall all Bins which are used primarily for the disposal of Solid Waste containing liquids.

(H) Within twenty-four (24) hours after notification (Sundays and holidays excepted), Contractor shall repair and maintain, remove graffiti from, and replace lost, stolen or damaged Carts at no charge to Customers. However, Contractor shall be entitled to charge Customers for the replacement of any Cart that has been damaged by a Customer's willful neglect or abuse, ordinary wear and tear excepted, with such charges being subject to the City Manager's approval and at a fee no higher than Contractor's actual cost of repair and replacement. Notwithstanding the above, upon request and up to one time per calendar year, Contractor shall exchange a Customer's Cart for a new or "like new" Cart at no additional charge.

(I) Contractor shall at Customer's request annually refurbish, replace, and steam clean as necessary all Bins and Rolloff Boxes at no charge to Customers; provided, however, City may require the steam cleaning or replacement of Bins utilized at restaurants, bars and grocery stores/markets more frequently if it determines such action is needed to protect public health and safety. Additional steam cleaning shall be provided to any Customers who request it at a charge not to exceed the maximum rate set forth in Exhibit A hereto, or alternatively Contractor shall provide a replacement Bin/Rolloff Box to Customers at no charge.

(J) Contractor shall remove any graffiti that appears on its Containers within twenty-four (24) hours after becoming aware of it at no charge to Customers.

(K) All Bins and Rolloff Boxes shall be kept freshly painted in a uniform fashion and shall be identified with Contractor's name and phone number in letters not less than three inches high on its exterior so as to be visible when the Container is placed for use.

(L) At a Customer's request, Contractor shall provide Bins with locking lids and locks and may charge rates to Customers for locking Bins which do not exceed the maximum rates set forth on Exhibit A.

8.1.10 Missed Pick-ups

In case of a missed pick-up called in by a Customer, Contractor shall Collect Solid Waste and Recyclable Material from such Customer no later than the next day of the pick-up week following the date of the call. Records of the addresses of all missed pick-ups shall be maintained by Contractor, and shall be reported to City upon request. If Contractor demonstrates to the satisfaction of the City Manager a pattern of ongoing late "set-outs" by a given Customer, missed pick-ups resulting from late set-outs by that Customer shall not be counted as missed pick-ups in evaluating Contractor's performance hereunder. The Customer service phone system required by Section 10.8.2 hereof is intended, among other things, to serve as a "hotline" for Customers to call in the event Solid Waste placed for Collection is not Collected by Contractor and to facilitate having such Solid Waste Collected as soon as reasonably possible, and in no event later than as required by the provisions hereof.

8.1.11 Record of Non-collection

As more fully set forth herein, Contractor shall Collect all Solid Waste placed for Collection by Customers in Containers, excepting materials that do not meet the definition of Solid Waste (such as hazardous materials) or which are commingled with such materials. Whenever Contractor determines not to Collect any Solid Waste deposited for Collection, Contractor shall leave a tag at least 2" by 6" in size, indicating the reason for Contractor's refusal to do so. This information may be either handwritten or left by means of a check system (i.e., checking off boxes on a preprinted form). The tag shall provide Contractor's business name and its local telephone number and shall be securely fastened to the Container or the article refused. Contractor shall maintain a record of all such taggings at its place of business. Such record shall contain the date of such notice, street address, reason for non-collection, and a summary of any communications between Contractor and the Customer involved. Such notice shall be retained so that it may be inspected by representatives of City upon request.

8.2 Residential Solid Waste Handling Service

8.2.1 Single Family Dwellings – Automated Collection

Contractor shall provide each Customer at a Single Family Dwelling with one Cart designated for the Collection of mixed Solid Waste (a Refuse Cart). Contractor shall provide each such Customer with a ninety-six (96) gallon Refuse Cart, excepting that any Customer requesting a smaller Refuse Cart(s) shall be provided with a sixty-four (64) gallon or thirty-five (35) gallon Refuse Cart instead. Contractor shall Collect all Solid Waste placed out for Collection in a Refuse Cart by each Customer at a Single Family Dwelling not less than once per

week using an automated Collection system at rates that do not exceed the maximum rates set forth in Exhibit A. Upon request from any Customer at a Single Family Dwelling, Contractor shall provide such Customer with one or more additional Refuse Carts, and shall Collect all Solid Waste placed for Collection in such additional Refuse Carts at rates that do not exceed the maximum rates set forth in Exhibit A. Wherever feasible, Customers shall be directed by Contractor to place Carts for Collection either on the parkway adjacent to the curb, in front of their Premises, or adjacent to their Premises in the alley or easement in the rear of their Premises. If a Customer and Contractor cannot agree upon a Collection location, or if City determines the selected location may cause safety or other concerns, City may make the final determination of the Collection location. It is the intent of the parties that the services provided under this Agreement will result in an automated Collection system that includes source separation of recyclable materials. Accordingly, if Solid Waste is routinely placed for Collection other than in a Refuse Cart, Contractor shall work with the Customer involved to determine if the Customer is in need of additional or larger Refuse Carts. The City Manager is authorized to require Contractor to deliver additional Refuse Carts to any such Customers or to require such other action of Contractor as is reasonably deemed necessary to ensure the Collection system, including specifically the recycling programs, contemplated by this Agreement is achieved.

8.2.2 Single Family Dwellings – Senior Citizen Discount

Contractor shall provide any Customer at a Single Family Dwelling who meets the definition of a Senior Citizen with a 10% percent rate reduction ("Senior Citizen Discount"). Contractor may require a Customer requesting a Senior Citizen Discount to present documentation demonstrating that the Customer qualifies for such rate reduction. Contractor may charge Customers receiving a Senior Citizen Discount rates that do not exceed the maximum rates set forth in Exhibit A. Any dispute as to whether a Customer qualifies for Senior Citizen Discount shall be resolved by the City Manager whose determination shall be final.

8.2.3 Walk-Out Service

Contractor shall provide eligible Customers with "walk-out service" as set forth in this paragraph at no additional charge. This service shall require Contractor to use its own forces to bring a Customer's Carts from a Customer's backyard, side yard, or such other location at which Customer's Containers are regularly stored, to Contractor's Collection Vehicle; and, after disposal of the contents thereof, returning said Containers to the location where they are regularly stored. To be eligible for this service, a Customer shall have a DMV issued disabled person placard/license plates, and provide a letter to Contractor from a physician confirming the Customer is unable to move his/her Carts to the curb, and that to the best of the physician's knowledge there is no other capable persons living in Customer's household to provide this service. Contractor may require each eligible Customer to provide a new letter from a physician on an annual basis in order to maintain eligibility for walk-out service. Any dispute regarding a Customer's eligibility for walk-out service shall be resolved by the City Manager. Contractor may provide Customers who are not eligible for free walk-out service pursuant to the forgoing with walk-out service at a rate which shall not exceed the maximum rate set forth in Exhibit A. Contractor may require as a condition of walk-out service that a Customer sign a standardized agreement, the terms of which shall be subject to City's approval, which authorizes entry onto the

Customer's property and holds Contractor harmless from liability (including specifically liability related to pets escaping) associated with Contractor providing such service.

8.2.4 Recycling Program for Single Family Dwellings Using Carts

Contractor shall provide each Customer at a Single Family Dwelling with one (1) ninety-six (96) gallon Cart designated for the Collection of Recyclables (a Recycling Cart) at no additional charge. Any Customer requesting smaller Recycling Cart(s) shall be provided with a sixty-four (64) gallon or thirty-five (35) gallon Recycling Cart(s) by Contractor instead of the standard ninety-six (96) gallon Cart noted above. Upon request from any Customer at a Single Family Dwelling, Contractor shall provide such Customer with one or more additional Recycling Carts at no additional charge. Contractor shall Collect Recyclable Material placed in Recycling Carts for Collection from each Customer at a Single Family Dwelling on the same day as such Customer's Refuse Cart is Collected, utilizing an automated Collection process. Customers shall be directed to place Recycling Carts in the same location for Collection as Refuse Carts. At a minimum the following materials shall be allowed to be deposited by Customers for Collection in Recycling Carts aluminum cans; glass jars and bottles; bi-metal, and tin cans; empty aerosol containers; polyethylene terephthalate plastic ("PET"); high density polyethylene plastic ("HDPE"); plastics types 3 - 7; plastic bags, shrink wrap, plastic toys and tools, and other plastic materials (if readily identifiable as being recyclable); juice boxes and milk cartons (aseptic packaging, Tetra Pak[®] and waxed cardboard); coat hangers and metal foil; newspaper; mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books cereal boxes, envelopes, paper shopping bags and non-metallic wrapping paper); corrugated cardboard; and telephone books.

8.2.5 Curbside Grease Collection Program

If ever required by the applicable sanitation district, or other regulatory agency, Contractor shall design a program for the collection of grease, fat, oils and similar waste generated from household cooking activities (the "Curbside Grease Collection Program") that the City Manager finds satisfactory and approves. Contractor shall be responsible to ensure the Curbside Grease Collection Program complies with all Applicable Laws and regulations. At such time as (if) a Curbside Grease Collection Program is implemented, Contractor and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth on Exhibit A in order to compensate Contractor for implementing such a program.

8.2.6 Green Waste Program for Single Family Dwellings Using Carts

Contractor shall provide all Customers at Single Family Dwellings to whom it provides Refuse Carts, with a ninety-six (96) gallon Cart for Collection of commingled green waste (a "Green Waste Cart") at no additional charge. Any Customer requesting a smaller Green Waste Cart(s) shall be provided with a sixty-four (64) gallon or thirty-five (35) gallon Green Waste Cart(s) by Contractor instead of the standard ninety-six (96) gallon Cart noted above. Upon request from any Customer at a Single Family Dwelling, Contractor shall provide such Customer with one or more additional Green Waste Carts at no additional charge. Contractor shall Collect Green Waste placed in Green Waste Carts for Collection from each Customer on the same day as

such Customers' Refuse Cart is Collected, using an automated collection process. Customers shall be directed to place Green Waste Carts in the same location for Collection as Refuse Carts.

8.2.7 Multi-Family Dwelling Customers

Contractor shall comply with all requirements applicable to Commercial Customers, set forth below, in connection with Multi-Family Dwellings, and further shall comply with the specific provisions contained herein related to such Dwellings. Contractor shall provide all Customers at Multi-Family Dwellings with Bins meeting the minimum standards set forth in Exhibit B for the Collection of mixed Solid Waste ("Refuse Bins"), and shall Collect all Solid Waste placed therein for Collection not less than once per week, at rates that do not exceed the maximum rates set forth in Exhibit A. Contractor shall provide the number of Bins reasonably needed for Solid Waste Collection at each Premises at which Multi-Family Dwellings exist, bearing in mind both the number of Dwellings and space limitations. Contractor shall endeavor to provide at least one (1) Refuse Bin for every ten (10) Dwelling Units located at each Multi-Family Dwelling. If warranted by specific circumstances, and upon written approval of the City Manager, at any given Multi-Family Dwelling Refuse Carts may be utilized instead of Refuse Bins and the number of Refuse Carts shall correspond with the number of Dwelling Units in the Multi-Family Dwelling. In addition, if warranted by specific circumstances, and upon written approval of the City Manager, the minimum number of Refuse Bins/Carts designated for Multi-Family Dwellings may be adjusted. Rates for Customers at Multi-Family Dwellings receiving Refuse Carts shall not exceed the maximum rates set forth on Exhibit A for residential Cart service.

The size of Refuse Bins utilized, and the frequency of their Collection, shall be mutually agreed upon by Contractor and its Customers, except that Collection shall occur not less than one time per week and City shall have the right to impose minimum requirements for Bin sizes and more frequent Collection should it determine such action is needed to protect public health, safety and welfare. In the event of any dispute as to the adequacy of the number of Bins at any given Multi-Family Dwelling, the City Manager shall have the ability to approve the number of Refuse Bins used at such location. In the event extra pickups are required at a Multi-Family Dwelling in any given month, Contractor may charge the Person who manages or owns the Multi-Family Dwelling for such pickups an amount that does not exceed the maximum rate for "extra dumps" as set forth in the attached Exhibit A.

8.2.8 Multi-Family Dwelling Recycling Program

Contractor shall offer and provide a recycling program to all Customers at Multi-Family Dwellings (the "Multi-Family Dwelling Recycling Program") that at a minimum meets the standards required under AB 341. Contractor's Multi-Family Dwelling Recycling Program is more fully set forth in Exhibit C. Contractor shall be responsible for ensuring that its Multi-Family Dwelling Recycling Program achieves the required diversion rates specified in this Agreement and may be required to modify its program from time to time, at no additional cost to the City or Customers, to meet such diversion requirements.

Contractor shall produce, keep current, and provide public information specifically outlining its Multi-Family Dwelling Recycling Program, which shall specifically include the

annual publication and distribution of a brochure describing this service to all applicable Customers in City.

[BELOW WILL BE DELETED IF AWARDED CONTRACT RESULTS IN MIXED WASTE PROCESSING]

Contractor may charge rates that do not exceed the maximum rates set forth on Exhibit A for Collection of recycling Containers pursuant to its Multi-Family Dwelling Recycling Program. Contractor shall also assist the City in identifying Customers at Multi-Family Dwellings that are not in compliance with the recycling requirements set forth in AB 341. Contractor's Multi-Family Dwelling Recycling Program shall at a minimum include the following. First, Contractor shall have a representative conduct a site visit for each Customer at a Multi-Family Dwelling that does not receive Collection service for Recyclable Materials from Contractor for the purpose of establishing said service. Fifty percent (50%) of the Customers shall be contacted within the first six (6) months from the Effective Date of this Agreement, and one hundred percent (100%) of the Customers shall be contacted within the first twelve (12) months after the Effective Date of this Agreement. Contractor shall, every six (6) months, provide to City an updated log of the above site visits that at a minimum includes: (1) the name and address of the Customer; (2) the date of the site visit; (3) the name and phone number of the person contacted; and (4) the reason provided by Customer for not establishing a recycling program.

Six (6) and twelve (12) months after the Effective Date of this Agreement Contractor shall provide City with the following three (3) lists: (1) Customers at Multi-Family Dwellings participating in Contractor's Multi-Family Dwelling Recycling Program; (2) Customers at Multi-Family Dwellings reporting to Contractor that they achieve recycling via an in-house or third party recycling program that meets the requirements under Applicable Laws; and (3) Customers at Multi-Family Dwellings without a known recycling program. The foregoing three lists shall at a minimum: (1) state the Customer's name, address, and contact information; (2) indicate whether the Customers are subject to the State's recycling requirements under AB 341; and (3) provide details on the Solid Waste Collection service Customer receives from Contractor, including the quantity and type of Containers, frequency of Collection, and recycling services (if applicable).

In addition to the above, Contractor shall visit all new Customers at Multi-Family Dwellings within two weeks from when the new service is commenced. Contractor shall also conduct on-site visits to Customers at Multi-Family Dwellings throughout the Term of this Agreement to implement new or optimize the existing Multi-Family Dwelling Recycling Program.

8.2.9 Bulky Item Service for Single Family Dwellings

Contractor shall provide Bulky Item Collection services to residents living at all Single Family Dwellings in City at no charge on an on-call basis. The no-charge Bulky Item Collection service set forth in this Section shall only apply to Bulky Items generated at the Dwelling Unit at which Customer calling for service resides and is limited to up to four (4) items per scheduled pick up per week. In order to receive such service, residents shall provide Contractor with notice by phone of the number and type of Bulky Items to be collected. Bulky Item Collection service

calls shall be responded to within a reasonable time but not longer than three (3) business days from the date of Customer's call for service. Contractor shall produce, keep current, and provide public information specifically outlining its Bulky Item Collection service, which shall specifically include the annual publication and distribution of a brochure describing this service to residents of all Single Family Dwellings in City. Contractor may charge rates for the Collection of each Bulky Item in excess of four (4) that do not exceed those set forth on Exhibit A.

8.2.10 Bulky Item Service for Multi-Family Dwellings

Contractor shall provide Bulky Item Collection service to Multi-Family Dwellings in the same manner as to other Commercial Premises as set forth in Section 8.3.3 below. Contractor shall produce, keep current, and provide public information specifically outlining its Bulky Item Collection service, which shall specifically include the annual publication and distribution of a brochure describing this service to residents of all Multi-Family Dwellings in City.

8.2.11 Bulky Item Diversion

Bulky Items Collected pursuant to this Agreement may not be landfilled until the following hierarchy of diversion efforts has been followed by Contractor:

- a. Reuse as is (if energy efficient);
- b. Disassemble for reuse or Recycling;
- c. Recycle, Transformation, other means of diversion; and
- d. Disposal.

This hierarchy is intended to preclude the use of front or rear loading packer vehicles for Bulky Items unless the compaction mechanism is not used to compact the Bulky Items. The disposition of Bulky Items shall be tracked by Contractor and this information shall be included in Contractor's quarterly reports to City.

8.2.12 Proper Handling of Bulky Items

Contractor shall properly handle all materials required to be collected as Bulky Items, including specifically items that require special handling pursuant to the Environmental Laws, such as materials that constitute "universal waste" and/or "e-waste."

8.2.13 Residential Sharps Collection Program

Contractor shall design and implement at no cost to all Residential Customers a program for the collection of used needles (the "Sharps Collection Program") that the City Manager finds satisfactory and approves. Contractor shall be responsible to ensure the Sharps Collection Program complies with all Applicable Laws. It is anticipated that any Sharps Collection Program at a minimum will allow for Customers to mail used needles to a specific collection location, in specialized packaging with pre-paid postage provided by Contractor.

8.2.14 Residential Non-Controlled Medication Collection Program

If requested to do so by City, or otherwise required by law, Contractor shall design and present a program to City for the collection of unused non-controlled medicines (the "Non-Controlled Medication Collection Program") that the City Manager finds satisfactory and approves. Contractor shall be responsible to ensure any Non-Controlled Medication Collection Program complies with all Applicable Laws. It is anticipated that any Non-Controlled Medication Collection Program at a minimum will allow for Customers to mail unused medication (excepting controlled substances) to a specific Collection location, in specialized packaging provided by Contractor, and/or deliver unused medication (excepting controlled substances) to a location in or near City designated by Contractor. At such time as (if) a Non-Controlled Medication Collection Program is implemented, Contractor and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth on Exhibit A in order to compensate Contractor for implementing such a program.

8.3 Commercial Solid Waste Handling Services

8.3.1 Commercial Bins and Rolloff Boxes

Contractor shall provide all Customers at Commercial Premises ("Commercial Customers") with at least one Bin and/or Rolloff Box for Collection of mixed Solid Waste, and shall Collect all Solid Waste placed therein for Collection not less than once per week, at rates that do not exceed the maximum rates set forth in Exhibit A. Contractor shall provide additional Containers to Customers and shall provide additional Collections upon request, or as may be required by City's Municipal Code, health and safety requirements, or by the City Manager, and may charge rates for such services which do not exceed the maximum rates set forth in Exhibit A. Bins and Rolloff Boxes shall be Collected by Contractor from the location upon each Customer's property designated for their storage, and replaced to that location with gates and/or doors secured, as applicable, after Collection is completed, unless different arrangements are agreed upon by the Customer and Contractor.

8.3.2 Commercial Carts

As an alternative to the requirements of Section 8.3.1 and upon written approval of the City Manager, Contractor shall offer Collection in 96 gallon Refuse Carts to Commercial Customers that do not have space for, or do not generate enough waste to require the use of Bins for Collection. Rates for Customers at Commercial Premises (excepting Multi-Family Dwellings) receiving such service shall not exceed the maximum rates set forth on Exhibit A for Commercial Refuse Carts. Rates for Customers at Multi-Family Dwellings receiving such service shall not exceed the maximum rates set forth on Exhibit A for residential Cart service. If Contractor and Customer have a disagreement as to whether a Refuse Cart is appropriate, or if City determines the Collection in a Refuse Cart causes health and safety or other concerns, the City Manager shall make the final determination as to whether Collection in a Refuse Cart may occur.

8.3.3 Commercial Bulky Item Service

Contractor shall provide unlimited Bulky Item Collection services to Commercial Customers on an on-call basis. Contractor may charge rates for such services which shall not exceed the maximum rates set forth in the attached Exhibit A. Bulky Item Collection service calls shall be responded to within a reasonable time but not longer than seven (7) days from the date of the Customer's call for service. Contractor shall produce, keep current, and provide public information specifically outlining the Bulky Item pick-up service. Bulky Items Collected pursuant to this Section are subject to the diversion and handling requirements set forth in Sections 8.2.11 and 8.2.12.

8.3.4 Commercial Recycling Services

Contractor shall offer and provide a commercial recycling program (the "Commercial Recycling Program") that at a minimum meets the standards required under AB 341. Contractor's Commercial Recycling Program is more fully set forth in Exhibit D. Contractor shall be responsible for ensuring that its Commercial Recycling Program achieves the required diversion rates specified in this Agreement and may be required to modify its program from time to time, at no additional cost to the City or Customers, to meet such diversion requirements. Contractor shall produce, keep current, and provide public information specifically outlining its Commercial Recycling Program, which shall specifically include the annual publication and distribution of a brochure describing this service to all applicable Customers in City.

[BELOW WILL BE DELETED IF AWARDED CONTRACT RESULTS IN MIXED WASTE PROCESSING]

Contractor may charge rates that do not exceed the maximum rates set forth on Exhibit A for Collection of recycling Containers pursuant to its Commercial Recycling Program. Contractor shall assist the City in identifying Commercial Customers that are not in compliance with the recycling requirements set forth in AB 341. Contractor's Commercial Recycling Program shall at a minimum include the following. First, Contractor shall have a representative conduct a site visit for each Commercial Customer that does not receive Collection service for Recyclable Materials from Contractor for the purpose of establishing said service. Fifty percent (50%) of the Customers shall be contacted within the first six (6) months from the Effective Date of this Agreement, and one hundred percent (100%) of the Customers shall be contacted within the first twelve (12) months after the Effective Date of this Agreement. Contractor shall, every six (6) months, provide to City an updated log of the above site visits that at a minimum includes: (1) the name and address of the Customer; (2) the date of the site visit; (3) the name and phone number of the person contacted; and (4) the reason provided by Customer for not establishing a recycling program.

Six (6) and twelve (12) months after the Effective Date of this Agreement Contractor shall provide City with the following three (3) lists: (1) Commercial Customers participating in Contractor's Commercial Recycling Program; (2) Commercial Customers reporting to Contractor that they achieve recycling via an in-house or third party recycling program that meets the requirements under Applicable Laws; and (3) Commercial Customers without a known recycling program. The foregoing three lists shall at a minimum: (1) state the Customer's name,

address, and contact information; (2) indicate whether the Customers are subject to the State's recycling requirements under AB 341; and (3) provide details on the Solid Waste Collection service Customer receives from Contractor, including the quantity and type of Containers, frequency of Collection, and recycling services (if applicable).

In addition to the above, Contractor shall visit all new Commercial Customers within two weeks from when the new service is commenced. Contractor shall also conduct on-site visits to Commercial Customers throughout the Term of this Agreement to implement new or optimize the existing Commercial Recycling Program.

8.3.5 Scout Services

Certain Commercial Premises within the City Limits are uniquely configured such that a smaller vehicle may be needed to retrieve a Customer's Container in order for a regular Collection vehicle to service the Container ("Scout Service"). Upon request by Customer or City, Contractor shall provide Scout Service to the designated Commercial Premises and Contractor may charge rates for such Scout Service which shall not exceed the maximum rates set forth in the attached Exhibit A. Any dispute as to whether a Commercial Premises requires the use of Scout Service shall be resolved by the City Manager whose determination shall be final. Contractor may not charge a push-out fee for manually maneuvering Containers into place for Collection.

8.3.6 District 1

An area within City designated as District 1 ("District 1") requires Contractor use two (2) employees to service the Containers and provide for a more thorough clean up job within five (5) feet of each Container. District 1 is the area including Pacific Boulevard that is bound to the north and south by Florence Avenue and Randolph Street, and to the east and west by Rita Avenue and Rugby Avenue. Contractor may charge rates for Collection service provided to District 1 which shall not exceed the maximum rates set forth in the attached Exhibit A.

8.4 Other Collection Programs As May Be Required by Law

In the event CalRecycle, or any federal, state, or local law or regulation, imposes upon City or Contractor a requirement for the implementation of any source separated program for the Collection of any waste material (whether or not meeting the definition of Solid Waste hereunder) not already covered by this Agreement, whether Commercial or Residential in nature, Contractor shall design and present a program to City to comply with such requirement, which program shall meet the City Manager's reasonable approval ("Proposed Program"). Except with respect to programs which are required due to Contractor's failure to achieve the diversion requirements set forth herein (which programs are subject to Section 8.6.5), at such time as (if) any such Proposed Program is implemented, Contractor and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth on Exhibit A in order to compensate Contractor for implementing said Proposed Program.

In determining a fair and reasonable rate adjustment, City may consider the cost to Contractor in providing the Proposed Program. If City and Contractor cannot agree on a rate adjustment for the Proposed Program within ninety (90) days from the date City first requests

Contractor design and present the Proposed Program to City, then City may enter into an agreement with another party for the services that would be provided by Contractor's Proposed Program and Contractor agrees that the Proposed Program shall be exempt from the exclusivity granted to Contractor in this Agreement.

Contractor shall present the Proposed Program within thirty (30) days of a request to do so by City. The Proposed Program shall include a detailed description of the following: (1) Containers to be used and method of Collection; (2) equipment to be used (e.g., vehicle number, models, capacity, and age); (3) number of employees required for the Proposed Program; (4) materials to be Collected; (5) promotional and public education materials; and (6) a one-year projected financial analysis of the Proposed Program's operations in an operating statement format, including documentation of the key assumptions underlying the projections, and the support for those assumptions.

8.5 Temporary Services

Contractor shall provide Temporary Services on an on call basis to any Customer requesting such service pursuant to the following conditions:

(A) Bins and Rolloff Boxes utilized in connection with Temporary Services shall meet the minimum standards set forth herein.

(B) No charges excepting rates not exceeding the maximum rates set forth in the attached Exhibit A related to Bins or Rolloff Boxes utilized in connection with Temporary Services shall be imposed by Contractor, unless approved in accordance with Section 8.8 (Special Services).

(C) Temporarily placed three (3) cubic yard Bins may be used for small cleanup type projects at Single Family and Multi-Family Dwellings; provided, however, Bins used for such purposes shall not remain at the same address for a period that exceeds four consecutive weeks. Bins used for Temporary Service shall not remain in any public rights-of-way for a period exceeding two consecutive weeks. Bins may not be placed in any public rights-of-way so as to create a safety hazard or so as to block any right-of-way to a degree that it is not reasonably usable. Bins placed in City's rights-of-way shall be subject to such requirements as may be imposed by City, and at a minimum shall be equipped with reflectors, reflective tape, reflective paint, or other reflective devices which, to the satisfaction of the City Manager, make such Bins reasonably visible to vehicle traffic at night.

(D) Contractor shall work with Customers requesting construction and demolition debris Collection services to ensure that requirements under the City's ordinance regulating the recycling and disposal of construction and demolition waste are met, including, but not limited to, ensuring that each covered project meets the minimum required diversion level. Contractor agrees to comply with all provisions of the ordinance, as may be amended from time to time, and to provide services for construction contractors in City as may be contemplated by any such ordinance at no charge (such as assistance in preparing plans for the collection, recycling and disposal of construction and

demolition waste in accordance with this Agreement and providing data for reporting to the City).

(E) In addition to complying with any related requirements that may exist in any ordinance which may be in effect in City regulating construction and demolition waste, including specific diversion levels that may be required by any such ordinance, Contractor shall make all reasonable efforts to recycle all construction and demolition waste it Collects, especially to the degree such loads contain clean inert materials. Towards this end, Contractor shall make available to Customers involved in construction separate containers within which to Collect different types of marketable materials, such as dirt, steel, concrete and wood.

8.6 Recycling Obligations and Public Education Program

8.6.1 Minimum Requirements for Recyclable Materials, Green Waste and Rolloff Boxes

Contractor shall utilize a truck dedicated for the purpose of Collecting Green Waste from Customers, such that Green Waste which has been separated prior to Collection, once Collected, is not commingled with other Solid Waste (including Recyclable Material). Similarly, Contractor shall utilize a truck dedicated for the purpose of Collecting Recyclable Materials, such that Recyclable Material Collected in Recycling Carts or Recycling Bins, once Collected, is not commingled with other Solid Waste (including Green Waste). All material Collected by Contractor in Recycling Carts or Bins pursuant to this Agreement shall be delivered to a properly permitted facility for recycling and reuse purposes. All Green Waste separated prior to Collection and thereafter Collected by Contractor pursuant to this Agreement (including specifically materials Collected in Green Waste Carts and Holiday Trees) shall be delivered to a properly permitted facility for recycling, mulching, composting, or alternative uses for which diversion credit is provided as may be approved by CalRecycle. Contractor shall not be entitled to a rate adjustment if the State eliminates diversion credit for Green Waste used as alternative daily cover. All Rolloff Boxes, whether for Commercial Customers or Temporary Service shall be delivered to a properly permitted facility for recycling and reuse purposes.

8.6.2 Extent of Applicable Franchise Rights

Nothing in this Agreement shall be construed as giving Contractor the right to Collect Recyclable Material which has not been discarded and placed for Collection by Contractor in the location designated for that purpose.

8.6.3 AB 939 Obligations, Guarantee, and Indemnification

8.6.3.1 Warranties and Representations

Contractor warrants and represents that it is aware of and familiar with City's Source Reduction and Recycling Element (the "SRRE"), that it is familiar with City's waste stream, and that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the diversion goals (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in AB 939 and AB 341,

and all amendments thereto, and that it shall do so without imposing any costs or fees other than those set forth on the attached Exhibit A (including if it implements new programs to achieve such goals which are not called out herein). Stated otherwise, Contractor acknowledges that it is responsible for ensuring that its various programs achieve the diversion requirements hereunder, and that it may be required to modify its programs from time to time, at no additional cost to the City or Customers, to meet such diversion requirements. Contractor specifically acknowledges that the City's current mandated diversion goal as set forth pursuant to the Applicable Laws is 50% but that commencing on January 1, 2020, this diversion goal shall increase to 75%.

8.6.3.2 Mutual Cooperation.

City and Contractor shall reasonably cooperate in good faith with all efforts by each other to meet City's diversion and other compliance requirements imposed by AB 939, AB 341 and other Applicable Laws. In this regard, City's obligations shall include, without limitation, making such petitions and applications as may be reasonably requested by Contractor for time extensions in meeting diversion goals, or other exceptions from the terms of AB 939, AB 341 and other Applicable Laws.

8.6.3.3 Waste Reduction and Program Implementation

Contractor shall implement the programs identified in the SRRE and Household Hazardous Wastes Element ("HHWE") of the City's General Plan immediately upon the Effective Date hereof, and will implement any programs required by any amendments or modifications thereto. Contractor shall provide City with monthly, quarterly and annual written reports in a form adequate to meet City's AB 939 and AB 341 related filing and reporting requirements to CalRecycle and to the County of Los Angeles throughout the Term of this Agreement wherein City's performance under the above programs shall be set forth in detail. Contractor shall be responsible to prepare, or assist City with the preparation of, all reports and other information as may be required by any agency, including specifically, the State of California, in order to comply with AB 939 and/or AB 341. Contractor shall reimburse City for any costs City incurs in appearing before CalRecycle and/or the County of Los Angeles in relation thereto.

8.6.3.4 Guarantee and Indemnification

Contractor warrants and guaranties that it will carry out its obligations under this Agreement such that: (i) both it and City will at all times be in compliance with the requirements of all Applicable Laws including specifically AB 939 and AB 341, and (ii) City will meet or exceed the diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in AB 939, AB 341 and all amendments thereto. In this regard, Contractor agrees that it will, in addition to any other requirement contained herein, at its sole cost and expense:

(A) to the extent legally permitted, defend, with counsel approved by City, indemnify, and hold harmless City and City's officials, employees, and agents from and against all fines and/or penalties and other liabilities which may be imposed by CalRecycle or any other regulatory agency if: (1) Contractor fails or refuses to timely

provide information relating to its operations which is required pursuant to this Agreement or any Applicable Laws and such failure or refusal prevents or delays City from submitting reports required by Applicable Laws in a timely manner; or (2) the source reduction and recycling goals, diversion goals, program implementation requirements, or any other requirements of Applicable Laws are not met with respect to the waste stream Collected under this Agreement;

(B) assist City in responding to inquiries from CalRecycle;

(C) assist City in preparing for, and participating in, any review of City's SRRE pursuant to Applicable Laws;

(D) assist City in applying for any extension, including under Public Resources Code Section 41820, if so directed by City;

(E) assist City in any hearing conducted by CalRecycle relating to City's compliance with Applicable Laws;

(F) assist City with the development of and implement a public awareness and education program that is consistent with the City's SRRE and HHWE, as well as any related requirements of Applicable Laws;

(G) provide City with recycling, source reduction, and other technical assistance related to compliance with the Applicable Laws;

(H) defend, with counsel acceptable to City, City and City's officials, employees, and agents against the imposition of fines and/or penalties, or any other liabilities, issued by CalRecycle pursuant to AB 939;

(I) be responsible for and pay, any fees, penalties or other costs imposed against the City by CalRecycle, and indemnify and hold harmless City from and against any fines, penalties, or other liabilities, levied against it for violation of AB 939's diversion requirements, or violation of any other provision of the Applicable Laws, arising from or in any way related to Contractor's performance of its obligations under this Agreement.

8.6.4 Waste Generation/Characterization Studies

Contractor acknowledges that City must perform Solid Waste generation and disposal characterization studies periodically to comply with the requirements of AB 939. Contractor agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by City, to determine weights and volumes of Solid Waste Collected and characterize Solid Waste generated, disposed, transformed, diverted or otherwise handled/processed to satisfy the requirements of AB 939.

8.6.5 Implementation of Additional Diversion Services

In the event City does not meet the current diversion goal of 50% imposed by AB 939 or diversion requirements as modified under AB 341 when applicable with respect to all waste generated in City, City may direct Contractor to perform additional services (including the implementation of new diversion programs) or modify the manner in which it performs existing services, and Contractor agrees to do so at no additional charge. Pilot programs and innovative services which may entail new Collection methods, and use of new or alternative waste processing and disposal technologies are included among the kinds of changes which City may direct.

8.6.6 Processing of Bin and Roll-Off Box Solid Waste

[IF MIXED WASTE RECYCLING IS PROPOSED]

Contractor shall, prior to landfilling, process all mixed waste from Bins or Rolloff Boxes to recover Recyclable Materials. The material recovery facility used to process the mixed waste must maintain compliance with CalRecycle standards for a high diversion facility, as defined by CalRecycle, for the purpose of meeting mandatory commercial recycling requirements for mixed waste. Contractor shall be required to achieve the minimum recovery rate for processing mixed waste which is the higher of [percentage to be filled in based on proposal]% or as required by CalRecycle to meet the above standard. The minimum recovery rate shall apply solely to the processing of mixed waste and excludes all source separated waste, including waste Collected from construction and demolition projects, as well as source separate Recyclable Materials and Green Waste.

8.7 Additional Services

As part of the consideration for entering into this Agreement, Contractor shall provide the following additional services at no charge, and shall not adjust its rates to Customers to offset costs incurred in providing any of the following services:

8.7.1 Monitoring and Cleaning of Bin Enclosures

Contractor shall work with the City Manager in identifying and resolving continual problems with overflowing Bins or Bin enclosures, and/or other unsanitary conditions caused by Customers. Contractor shall clean out any overflowing Bins or Bin enclosures within City within twenty-four (24) hours of notification by City. Contractor may bill Customers for any such services when they are required by City at rates subject to approval by City.

8.7.2 Public Service Calls From City Departments

Contractor shall, free of charge, within twenty-four (24) hours respond to calls from City's Maintenance and Code Enforcement Divisions and from its Police Department, to provide Containers for and/or dispose of Bulky Items and other Solid Waste as a result of illegal or unauthorized dumping, or other Code enforcement matters, occurring within City. Contractor agrees that if requested to provide such services in connection with abatement activities for which reimbursement is sought from the property owner by City through abatement liens or

otherwise, Contractor will provide billing information sufficient for City to include it in its liens, and Contractor will be paid at such time as the abatement lien is paid, or reimbursement is otherwise obtained by City from the property owner. Upon receipt of a call for service from City made pursuant to this Section, Contractor shall advise City within four (4) hours as to when service will be provided, and unless otherwise agreed by City service shall be provided within twenty-four (24) hours.

8.7.3 Collection at City Sponsored Events

Contractor shall provide Solid Waste and Recyclable Materials Collection at all City-sponsored or supported non-profit events. The number, type and service requirements for these events may vary from year to year. This service shall include providing servicing and storing Containers (cardboard boxes, Carts, Bins and/or Rolloff Boxes) to Collect and Dispose of all Solid Waste Collected, and providing, servicing and storing Containers to Collect and process source-separated Recyclable Materials. Contractor shall provide these services at no cost to the City or the event sponsors.

8.7.4 Recycling Assistance for Special Events

Contractor shall assist persons designated by City (whether City employees or private individuals) who are responsible to coordinate special events or events in large venues (such as concerts or sporting events) in the implementation of recycling programs. Contractor shall be responsible to prepare and submit to City a "waste reduction and recycling plan" prior to such events, and within 30 days following each such event shall submit a waste characterization report listing the amount of each material collected for disposal and recycling at the event.

8.7.5 Holiday Trees

For at least two weeks following December 25th each year, Contractor shall, free of charge, pick up all Holiday Trees placed out for Collection by Customers. Such trees shall not be comingled with other Solid Waste and shall be delivered to a proper facility for processing, rather than disposal, as required by the provisions hereof.

8.7.6 Handling of Electronic Waste

Contractor shall Collect electronic waste, or "e-waste," and/or universal waste, from any Customer in the manner set forth herein, but shall handle and dispose of such materials in accordance with all Applicable Laws.

8.7.7 City-Wide Clean Up Events

Contractor shall promote and conduct at least two Bulky Item and Solid Waste drop-off events (clean-up days) per year at no cost to City. Contractor shall obtain prior approval for the date of the events (typically on a Saturday) from City, and for the location of the events. On event day, Contractor shall accept all Solid Waste and Bulky Items dropped off by City residents. Residency will be proved by driver's license, utility bills, or other method approved by City. Contractor may impose the following restrictions on material Collected:

- No single item that cannot be handled by two workers will be accepted.
- The following items will not be Collected: Hazardous Substances, Hazardous Waste, including waste oil or anti-freeze; concrete and dirt; excepting that all materials defined as Bulky Items, including televisions, monitors and other items referred to as "e-waste," shall be Collected by Contractor and be properly handled in accordance with all Applicable Laws.

Contractor shall record by class and weight (in tons) the Solid Waste Collected during the cleanup events. Contractor shall record the types and weights (in tons) of Solid Waste diverted during these cleanups from the landfill through recycling, reuse, Transformation or other means of diversion.

8.8 Special Services

Contractor may provide special pickup procedures or services in addition to the services described herein for Customers who request or require such services at reasonable rates established by Contractor, which rates are subject to approval by the City Manager. Contractor shall notify the City Manager of any such services prior to such time as they are provided in order to allow the City an opportunity to conduct necessary inspections, review the proposed rate, and impose appropriate regulations.

SECTION 9. MINIMUM STANDARDS FOR CONTRACTOR'S SOLID WASTE HANDLING SERVICE COLLECTION VEHICLES

9.1 General

Contractor shall provide vehicles for the Collection of Solid Waste ("Collection Vehicles") that are sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Contractor is expressly obligated to provide such Collection Vehicles and routes as are required to meet the service standards set forth herein. Contractor shall have available on Collection days sufficient back-up vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. Upon or prior to the Effective Date of this Agreement and prior to the start of any extension period of this Agreement pursuant to Section 6, Contractor shall provide City with a report containing the information required under South Coast Air Quality Management District's Rule 1193(d)(7).

9.2 Air Quality/Fuel Requirements

Contractor's Collection Vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, the Air Resource Board, and any other regulatory body that may be in effect during the Term of this Agreement, as well as other federal, state and local laws and regulations that may be enacted during the Term of this Agreement. Contractor's Collection Vehicles shall meet or exceed such air quality standards as may be adopted by the forgoing regulatory bodies during the Term. Contractor's Collection Vehicles shall comply with the requirements in the South Coast Air Quality Management District's Rule 1193.

9.3 Specific Requirements

Each Collection Vehicle utilized by Contractor in the performance of this Agreement shall meet the following minimum standards:

(A) Each Collection Vehicle must be fueled by Compressed Natural Gas ("CNG").

(B) Each Collection Vehicle shall be registered with the California Department of Motor Vehicles.

(C) Each Collection Vehicle shall be inspected regularly by Contractor to ensure it meets the requirements of the California Vehicle Code and the California Highway Patrol. Contractor shall provide copies of its Biannual Inspection of Terminal ("BIT") inspection reports to City within 30 days of its receipt of such reports and shall make all records related to its vehicles, including Contractor's maintenance records, available to City upon request by the City Manager.

(D) Each Collection Vehicle shall be equipped with devices capable of covering every open section of the vehicle in which Solid Waste may be placed and, while operating upon the public rights-of-way, shall be covered so as to prevent any Solid Waste from falling or being blown or otherwise dislodged from the vehicle.

(E) Each Collection Vehicle shall be continuously maintained so as to both: (1) meet the highest industry standards with regards to efforts to prevent liquid from leaking and to the degree possible ensure each Collection Vehicle is "watertight" and "leak-proof" and, (2) at all times comply with the provisions of all laws and regulations including the Vehicle Code and any applicable NPDES permit, with regard to materials leaking from Collection Vehicles. Contractor shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes the vehicle.

(F) Each Collection Vehicle shall be painted periodically, and not less than once every two years, which shall include all necessary body work, and shall be regularly cleaned, so that such vehicles do not become unsightly, as determined by the City Manager. Each vehicle shall be painted with Contractor's colors and identifying information as required herein.

(G) Contractor's name, local or toll free telephone number, and a vehicle number shall be visibly printed or painted in letters not less than five (5) inches in height on both sides of each Collection Vehicle. Any other information or signage printed, painted, or displayed on Contractor's Collection Vehicles, when such Vehicles are providing Collection services within City Limits, shall be subject to approval by City.

(H) Contractor shall allow City, at no additional charge, to place City advertisements related to City and City sponsored events on Contractor's Collection Vehicles while such Collection Vehicles are providing Collection services within City Limits. The cost of production and inounting the signage on the Collection Vehicles is the responsibility of Contractor.

(I) Each Collection Vehicle shall be maintained in a clean and sanitary condition both inside and out.

(J) Each Collection Vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a communication device sufficient to allow the driver to communicate directly with Contractor's dispatcher and/or main office.

(K) Each Collection Vehicle shall be kept in good repair and working order, and shall be equipped with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry, and at a minimum shall have a video monitor based back-up system, or its equivalent. Contractor shall keep a sufficient supply of replacement parts and equipment on hand to ensure adequate vehicle maintenance and timely and continuous performance of the services contemplated by this Agreement.

(L) Contractor shall inspect each Collection Vehicle daily to ensure that all equipment is operating properly. Collection Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection Vehicle maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

(M) No Collection Vehicle shall be utilized if it is leaking brake, hydraulic, or other fluids, and Contractor shall clean up any leaks or spills from their vehicles per the NPDES permit in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.

(N) Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type and capacity.

(O) Contractor shall utilize Collection Vehicles of a size, weight, nature, and type so as to not be unreasonably intrusive on the community with respect to noise, emissions, maneuverability, safety, and other factors and to avoid or minimize pavement damage and wear and tear of the street or adjacent properties, as approved by the City Manager.

(P) Contractor shall not load Collection Vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local laws or regulations. Noise levels of equipment used for Collection shall not exceed 75db

(seventy-five decibels) when measured at a distance of twenty-five (25) feet from the vehicle, five (5) feet from the ground.

(Q) All Collection Vehicles used in the City shall be no more than ten (10) years of age at any time during the Term.

9.4 Costs of Operation and Damages

Contractor shall be responsible for any costs incurred in connection with ensuring all Collection Vehicles comply with all Applicable Laws, including without limitation any such laws and regulations that may now exist or hereinafter be adopted relating to noise, fuels, emission standards, or weight limits.

9.5 City Inspection

City may cause or require any Collection Vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

9.6 Correction of Defects and Removal of Vehicles from Use within City

Contractor agrees to immediately remove from service, and replace or repair, to the City's satisfaction, any Collection Vehicle which City determines to be of unsightly appearance, unsafe, unsanitary, leaking, out of compliance with any law or regulation or this Agreement, or otherwise in an unsatisfactory operating condition; and any such vehicle shall not be returned to service until the City Manager gives his written consent for its return.

**SECTION 10.
CONTRACTOR'S SOLID WASTE HANDLING
SERVICE PERSONNEL**

10.1 Uniforms

Each of Contractor's Collection employees shall wear a clean uniform bearing Contractor's name.

10.2 Identification of Employees

Contractor shall provide identification badges, cards or similar devices, for all of its employees, and all authorized subcontractors, who may make personal contact with residents of the City. City may require Contractor to notify Customers yearly of the form of said identification.

10.3 Employee List

Contractor shall provide a list of current employees and authorized subcontractors to City upon request.

10.4 Driver's License

Each employee operating a vehicle as part of his or her duties shall, at all times, carry a valid operator's license for the type of vehicle he or she is operating. All employees who may have contact with Customers in the course of performing their duties shall possess the ability to communicate effectively with Customers.

10.5 Screening of Field Employees

Contractor shall make reasonable efforts to determine if its employees working in the field (i.e., drivers of Collection Vehicles, and employees otherwise involved in Collection at Customer Premises) have been convicted of a felony, and shall identify any such employees known to it to City. City shall have the ability to require that any employee so identified by Contractor not work in the field within City.

10.6 Discontinued Use of Unsatisfactory Employees

No employee shall continue to have any involvement whatsoever with regard to any work in anyway relating to or arising from this Agreement if City gives notice to Contractor that such employee is determined by City to be discourteous, disorderly, inefficient, or otherwise objectionable (provided the term "otherwise objectionable" shall not permit City to "ban" an employee for reasons that violate public policy; and, further, City shall give a reason for requesting the "ban" of any employee from engaging in work related to this Agreement).

10.7 Training and Legal Compliance

Contractor shall provide operating and safety training that meets minimum OSHA standards for all personnel, and shall comply with all laws and regulations applicable to its employees and personnel.

10.8 Customer Service

10.8.1 Office Hours; Local Participation

Contractor shall maintain an office for communication with the public that at a minimum will be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday, holidays excepted. At least one responsible and qualified representative of Contractor, capable of communicating in English and Spanish, shall be present and available during all times that an office is required to be open as noted above ("Office Hours"), for personal communication with the public regarding billing, complaints, customer service inquiries, etc. and a similarly qualified person shall be available for communication with the public by phone during any times other than Office Hours when Collection is occurring.

Contractor shall endeavor to establish a local presence in the City. Contractor may achieve such presence by joining, and maintaining a membership in, the Greater Huntington Park Area Chamber of Commerce, and by otherwise participating in the local community, such as by sponsoring local events, regularly attending City events and City Council meetings.

10.8.2 Telephone Customer Service Requirements

10.8.2.1 Toll Free Number

Contractor shall maintain a toll free telephone number that rings at an office within Los Angeles County at all times during Office Hours. Both English and Spanish speaking personnel will be available during Office Hours to assist Customers with telephonic inquiries. Contractor shall have the ability (through the use of outside resources or otherwise) to communicate with Customers who only speak Spanish to ensure their inquiries, questions, complaints and other matters are dealt with in a reasonably timely fashion. All such personnel shall be polite and responsive, and shall be sufficiently knowledgeable, and have the authority to respond and/or advise Customers seeking assistance. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Contractor shall provide City with a 24-hour emergency number to a live person, not voice-mail.

10.8.2.2 Call Responsiveness

Contractor shall make reasonable attempts to answer all phone calls within five (5) rings. If a call has been placed on hold for three (3) minutes, the caller will either be switched to a message center which shall be responsible to obtain the caller's address and phone number, or a Customer service representative will obtain the Customer's address and a number at which the call can be returned. Contractor shall make at least three attempts within the next twenty-four (24) hour period to return the call, with the first such attempt not more than one (1) hour after the caller leaves the message. If Contractor is unsuccessful in contacting the Customer after following this procedure, it shall send a letter to the caller indicating its efforts.

10.8.3 Complaint Documentation

All service complaints shall be directed to Contractor. Contractor shall log all complaints received and said log shall include the date and time the complaint was received, the name, address and telephone number of the complaining party, a description of the complaint, the name of the employee recording the complaint and the action taken by Contractor to respond to and remedy the complaint. All written Customer complaints and inquiries shall be date-stamped when received. All complaints shall be initially responded to within one (1) business day (Monday through Friday) of receipt. Contractor shall log action taken to respond to and remedy the complaint. Daily logs of complaints shall be retained for a minimum of twenty-four (24) months. All Customer service records and logs kept by Contractor shall be available to City upon request. City shall, at any time during regular Office Hours, have access to Contractor's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints. Contractor shall provide to City on a monthly, quarterly, and annual basis, a complaint log, in a form satisfactory to the City, that includes all of the complaints logged pursuant to this Section, the complainant and the resolution.

10.8.4 Resolution of Customer Complaints

Disputes between Contractor and its Customers regarding the services provided in accordance with this Agreement may be resolved by the City. The City's decision shall be final and binding. Should Contractor and Customers not be able to establish a mutually acceptable fee to be charged for special services as set forth in Section 8.8, the matter shall be dealt with pursuant to this Section, be determined by the City, and the City's decision shall be final. Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this Section is intended to affect the remedies of third parties against Contractor.

10.8.5 Government Liaison

Contractor shall designate in writing a "Government Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Customer complaints. City shall have the right to approve Contractor's choice for a liaison. It is anticipated that the Government Liaison will regularly attend City events involving community outreach programs and will routinely attend City Council meetings.

10.9 Education and Public Awareness

10.9.1 General

Contractor acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve the requirements of AB 939 and AB 341. Accordingly, Contractor agrees to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.

10.9.2 Written Program Materials

Contractor shall maintain a program of providing information relevant to the need and the methods to reduce, reuse and recycle Solid Waste, and Contractor upon request from City, may include such information along with bills provided to Customers. All public education materials shall be approved in advance by City. Contractor shall keep a record of all promotional and public education materials utilized, and shall provide quarterly reports summarizing its public outreach and education efforts.

10.9.3 Public Outreach

At a minimum, Contractor shall conduct school assemblies and promote recycling through presentations and educational materials to the Chamber of Commerce, homeowners associations, construction contractors and other civic groups. Contractor shall also provide articles on recycling for local newsletters.

10.9.4 On-going Education Requirements

In order to promote public education, in addition to any other materials it develops, Contractor shall create the following public education materials and programs at its expense, which will be distributed as indicated below. All of these materials and programs shall be produced and/or available in both English and Spanish languages, and all written materials shall be approved by City in advance of distribution, and shall bear the City seal, unless otherwise approved by the City.

10.9.4.1 Annual Notices

Not less than once each year during the Term of this Agreement, Contractor shall prepare and distribute to each Customer a brochure providing relevant information about Contractor's services, including, at a minimum: information regarding access to and use of available services; Collection schedules; holiday Collection schedules; information about mandatory commercial recycling and program offerings; Contractor's Customer service numbers; procedures to begin and terminate services; and information promoting and explaining available programs, such as Recycling, Green Waste, Holiday Tree and Bulky Item Collections, the availability of Household Hazardous Waste and e-waste Collection, and the proper handling and disposal of such wastes.

10.9.4.2 How-To Brochure

Contractor will prepare and distribute a brochure packet to new Customers when they start service. This packet will contain updated information on how to use the Contractor-provided Carts, when, where and how to place Solid Waste for Collection, and who to contact with service or Billing questions.

10.9.4.3 Corrective Action Notice

Contractor shall develop a corrective action notification form for use in instances where a Customer sets out inappropriate materials for Collection, that explains the appropriate manner for disposal of such items.

10.9.4.4 Contractor Representative

Contractor shall retain on its staff an individual who shall as part of his or her job function routinely visit civic groups, school assemblies, and homeowners' associations, to promote and explain the Recycling and other programs that Contractor offers, and participate in demonstrations, and civic events.

10.9.4.5 Web Site Page

Contractor shall dedicate one page of its web site to City services, which shall include at least the following information: a listing of contact names and numbers for Customer Service; Collection schedules, including holiday schedules; available programs, including Recycling, Green Waste, Holiday Tree and Bulky Item Collections; information about mandatory commercial recycling and program offerings; and the

procedures to begin and terminate services. During the first six months following the implementation of new services hereunder, this web page shall also provide information explaining the new service, and the proper use of Carts. Contractor shall assist the City in establishing a link to this web page from the City's web site.

SECTION 11. CONTRACTOR'S CONSIDERATION

In addition to any other consideration set forth herein, as part of its consideration for entering this Agreement, and for the exclusive franchise, right and privilege to provide Solid Waste Handling Services within City as specified herein Contractor shall provide the following:

11.1 Reimbursement of Negotiation Costs

Contractor shall pay to City a one-time lump sum payment to reimburse the City for its actual staff expenses and out-of-pocket costs (including specifically consultant and legal fees) it incurred in connection with the Request for Proposals ("RFP") process for Solid Waste Handling Services, the negotiation of this Agreement, and ultimate award of this Agreement. City shall provide an invoice to Contractor for the amount due pursuant to this Section and the outstanding amount shall be paid by Contractor within thirty (30) days of being invoiced by City.

11.2 Administrative Cost Reimbursement

Within 30 days of executing this Agreement, and then on or before July 1 each year thereafter, Contractor shall make a payment to City in the amount more fully set forth in this paragraph intended to defray its administrative costs related to this Agreement (the "Administrative Cost Reimbursement"). City shall not be required to send Contractor an invoice for the Administrative Cost Reimbursement, and instead Contractor's obligation shall automatically become due within 30 days of executing this Agreement, and then on July 1 each year thereafter. The amount of the annual Administrative Cost Reimbursement shall be the sum of: (1) Fifty Thousand Dollars (\$50,000.00) [adjusted annually by the change in CPI as calculated under Section 24.3], intended for use with ongoing compliance review as noted in Section 27.3; plus (2) City's actual legal and consultant fees and out of pocket costs incurred in the administration of this Agreement, including fees and costs associated with analyzing new legislation, considering requests from Contractor (including specifically, without limitation, requests for rate increases), and otherwise analyzing issues that arise in connection with this Agreement. If the Administrative Cost Reimbursement is not paid by Contractor within thirty (30) days after the above stated due date, and in addition to any other remedy provided by law, Contractor shall pay to City a penalty in an amount equal to ten percent (10%) per month, or portion thereof, of the amount owing until paid.

11.3 Franchise Fee

Contractor shall pay to City, a franchise fee equal to fifteen percent (15%) of Contractor's annual Gross Receipts each year, or portion thereof, during the entire Term of this Agreement (the "Franchise Fee"). Said Franchise Fee shall be paid to City monthly on or before the fifteenth (15th) day of each month. Should any such due date fall on a weekend or holiday in which the City's business offices are closed, payment shall be due on the first day thereafter in

which the City's business offices are open. The amount of each payment shall be equal to fifteen percent (15%) of Contractor's Gross Receipts in the calendar month preceding the date payment was due. The Franchise Fee due hereunder shall apply to Gross Receipts of Contractor collected after the expiration of the Term hereof relating to Contractor's performance during the Term hereof. Franchise Fees shall be accompanied by a statement certified by an officer of Contractor attesting to the accuracy of the amounts paid, and setting forth the basis for their calculation in a manner acceptable to City.

11.4 Services at City Facilities

Contractor shall provide Collection services at all Premises owned and/or operated by the City, at no cost to City and shall provide Containers for such service as City deems appropriate for each of its various Premises (i.e., Carts, Bins or Rolloff Boxes). Such services shall be provided for all existing City facilities, as they may be expanded from time to time, as well as all new or additional facilities acquired/constructed during the Term hereof at no additional cost. Contractor shall carry out its obligations pursuant to this provision in a manner, and to a degree, approved by the City Manager.

11.5 Bulky Item Cost Reimbursement

Within 30 days of executing this Agreement, and then on or before July 1 each year thereafter, Contractor shall make a payment to City in the amount more fully set forth in this paragraph intended to defray its administrative costs related to Bulky Item pick-ups City performs (the "Bulky Item Cost Reimbursement"). City shall not be required to send Contractor an invoice for the Bulky Item Cost Reimbursement, and instead Contractor's obligation shall automatically become due within 30 days of executing this Agreement, and then on July 1 each year thereafter. The amount of the annual Bulky Item Cost Reimbursement shall be Twenty-Five Thousand Dollars (\$25,000.00) [adjusted annually by the change in CPI as calculated under Section 24.3]. If the Bulky Item Cost Reimbursement is not paid by Contractor within thirty (30) days after the above stated due date, and in addition to any other remedy provided by law, Contractor shall pay to City a penalty in an amount equal to ten percent (10%) per month, or portion thereof, of the amount owing until paid.

11.6 Shredding Service for City Documents

Contractor shall provide, at no charge, on-site shredding and Collection of designated City documents on an on-call basis and not less than four (4) times a year. Contractor shall carry out its obligations pursuant to this provision in a manner, and to a degree, approved by the City Manager.

SECTION 12. CHARGE FOR LATE PAYMENTS

In the event Contractor fails to timely make any of the payments provided for in this Agreement (whether reimbursements, Franchise Fees, payments of funds collected in connection with billing services, or otherwise), Contractor shall pay to City, as additional consideration, a sum of money equal to five percent (5%) of the amount due. This amount is required in order to defray those additional expenses and costs incurred by City by reason of the delinquent payment

including, but not limited to, the cost of administering, accounting for, and collecting said delinquent payment and the cost to City of postponing services and projects necessitated by the delay in receiving the revenue. In addition, any amounts not paid to City by Contractor within sixty (60) days of the due date shall be subject to interest in the amount of ten percent (10%) per annum, calculated on a daily basis for each day such sums remain past due.

SECTION 13. CONTRACTOR'S BILLING SERVICES AND SYSTEMS

13.1 Billing

Contractor shall provide services pursuant to this Agreement at rates it sets, charges to, and collects from Customers; provided, however, Contractor's rates shall not exceed those set forth in the attached Exhibit A, which sets out the maximum rates that may be charged by Contractor for the various different service options that may occur hereunder, as such maximum rates may be adjusted from time to time pursuant to the terms hereof. Contractor shall provide all Customers with itemized Bills, detailing charges for all services, including charges for late payments, as well as the period of service to which the Bill applies. Contractor acknowledges that it, and not Customers, is to pay a Franchise Fee and the other fees noted herein to City as consideration for this Agreement. Accordingly, Contractor's Bills shall not include separate itemization of a "Franchise Fee" or other similar designation relating to fees which Contractor is required to pay to City. Contractor shall reproduce and include in any Billing, at no additional cost, one page informational "inserts" provided by City.

Billings may be made on a quarterly basis in advance of, or subsequent to services being provided for all Customers at Single Family or Multi-Family Dwellings utilizing Carts for Collection, and on a monthly basis in advance for all other Customers. Premises ordering service after the first of the month or canceling service prior to the end of the month shall be charged on a prorated per-pickup basis.

13.1.1 Suspension of Service Due to Non-Payment

Except as provided below, Contractor may not discontinue service to Residential Customers for non-payment; City will assist Contractor in collecting past due payments through placing the late payments on the County's tax roll billing. Contractor may discontinue service to Customers as set forth in this Section. Customers who have not remitted required payments within thirty (30) days after the date of Billing shall be notified on forms approved by the City Manager. Said forms shall contain a statement that services may be discontinued fifteen (15) days from the date of the notice if payment is not made before that time. If payment is not made by the expiration of said fifteen (15) day period, Contractor may discontinue service to that Customer forty-eight (48) hours thereafter. Contractor shall resume Solid Waste Collection on the next regularly scheduled Collection day for any Customer whose service is discontinued upon receipt of payment of delinquent fees and any related service restart charges in accordance with the maximum rates set forth in Exhibit A, or at such sooner time as directed to do so by City. Contractor may not charge for service during any period in which service was suspended. Any delinquent fees or service charges to be imposed in connection with delinquent accounts shall be set by Contractor and be subject to City Manager approval. A deposit equal to the

maximum rate for one month's service as set forth on Exhibit A, as such rates may be amended from time to time, may be required of accounts which have been discontinued for non-payment prior to re-instituting service at such accounts. Notwithstanding the above, in the event of a Billing dispute and/or to avoid negatively impacting public health or safety, Contractor shall not suspend service to any Customer without the City's prior consent, and shall continue to provide service to any Customer if directed to do so by City without regard to the status of said Customer's account.

13.1.2 Unoccupied Premises

During any time when a Premises is unoccupied for more than forty-five (45) days, and Collection services are not provided by Contractor, Contractor shall not Bill such Premises for Solid Waste Collection. Contractor shall remove its Containers from any Premises after being notified by a Customer that service is to be cancelled as a result of the Premises being unoccupied. The Customer at any such Premises shall be responsible to provide notice to Contractor to cease service due to a vacancy, as well as reasonable evidence pursuant to such guidelines as the City Manager is hereby authorized to develop, demonstrating the Premises was vacant for the period in question. Such Customers shall be entitled to a refund from Contractor for any amounts paid to Contractor for each thirty (30) day period during which the vacancy exists. Any Customer grievance regarding a claim that a Premises was unoccupied and received no service, and hence should not be Billed for a given period pursuant to this Section, may be appealed by the Customer to the City Manager whose decision shall be final. It is the intent of the Parties that a Contractor shall not be entitled to charge for services which are not needed or used. Accordingly, the time frame set forth in this Section is not intended to suggest that Contractor may bill Customers for up to 45 days of service in situations in which no service is needed or used due to a vacancy.

13.2 Minimum Requirements for Billing Statements

In addition to any other pertinent data, Billing statements mailed by Contractor shall be printed to contain the following information, and the language contemplated for compliance with this requirement shall be subject to the City Manager's approval:

(A) A "statement date" indicating the date the Bill is generated and mailed.

(B) For Residential Cart service: the service address associated with the account, the billing address, an itemized quantity of each type of service the Customer receives, the maximum rate charged for each type of service, and the serial numbers or other identifying information associated with each Cart. Customers should be able to determine from the Bill the types of services they are receiving and the rates charged for each individual service. Under this Agreement, a Bill for a Single Family Dwelling may correspond with one service address, but multiple Dwelling Units may exist for that service address. Thus, a Bill for a Single Family Dwelling may have more than one sets of Carts (i.e., Refuse, Recycling, and Green Waste Carts) being Billed at the standard rate, and the Bill should make clear the number of sets of Cart(s) to which it applies, as well as their serial number or other identifying information tied to each Cart.

(C) A notice to Customers that payments are due within thirty (30) days of the statement date, an advisement that the Customer's account will become delinquent if payment is not received by the 30th day following the statement date, an advisement of the date and time by which payments must be received in order to avoid delinquent fees (i.e., 4:00 p.m. on the 45th day following the statement date), and a notification of the amount of fees that will be imposed and the potential for service interruptions if payments are not received by the specified date and time.

(D) An advisement to Customers that payment can be made in the following manner:

(1) by mailing payment to Contractor at such address as Contractor may designate; or

(2) by automatic withdrawal from a checking account; or

(3) by major credit card on-line (i.e., via the Internet).

(E) An advisement that inquiries relating to Solid Waste Collection should be directed to Contractor, including an address, phone number and internet site, for such inquiries.

13.3 Billing System

13.3.1 Computerization of Account Information

Contractor shall provide and maintain, at its expense, computer equipment sufficient to operate pertinent computer programs and otherwise provide the services required by this Section. Contractor shall create, at its own expense, computer programs sufficient to operate a computerized billing system, permanently maintain all account records and otherwise meet the requirements of this Section.

13.3.2 Minimum Computer Programming Requirements

In addition to any other requirements set forth herein, the programs created by Contractor to operate and maintain the billing system shall at a minimum be able to perform the following functions:

(A) create a permanent record of any adjustment to a Customer's account;

(B) work in connection with a backup system such that all Customer account data and records is protected from a computer failure and permanently preserved on not less than a daily basis; and

(C) allow Customers to make payments on-line (i.e., via the Internet) by a major credit card.

13.3.3 Billing Inquiries

All Billing inquiries shall be entered into the computerized billing system. Contractor's computer programs shall keep a permanent record of all Billing inquiries and all adjustments to Customer Bills resulting therefrom.

13.3.4 Distribution of Public Information

If requested to do so by City, and at no charge to City, Contractor shall insert any printed material prepared by City into its Billing statements for delivery to its Customers. City shall not request Contractor to include any printed material in its Bills if such material is of a size, shape, or weight that would increase Contractor's postage costs or if such material does not fit into the envelopes utilized by Contractor to mail the Bills. Any printed material to be included in the Bills to be mailed by Contractor shall be provided to Contractor within a reasonable time in advance of Contractor's scheduled mailing date, such that the insertion of such material into Billing envelopes does not delay their scheduled mailing date.

13.4 Payment, Accounting Systems

13.4.1 Collection and Processing of Payments

13.4.1.1 Accounting and Deposit of Funds

All payments received by Contractor shall be appropriately credited to Customer accounts, deposited in a bank account and accounted for in a businesslike manner utilizing generally accepted accounting principles. To facilitate audits and record keeping Contractor shall make all withdrawals from its bank accounts by check, ACH debit/credit or wire, regardless of whether the withdrawal is to provide funds to City, Contractor, or any permissible subcontractor of Contractor.

13.4.1.2 Allocation of Funds

With respect to payments received from each Customer, unless a Customer specifically directs a different allocation, funds shall be allocated first to outstanding charges for Solid Waste Collection, then to any related delinquency fees or other administrative charges, up to the amount of any outstanding balance. Any overpayment shall be credited to future Bills in the same sequence, or returned to Customers as appropriate.

SECTION 14. FAITHFUL PERFORMANCE

14.1 Surety

Contemporaneously with execution of this Agreement, as security for Contractor's faithful performance of all obligations of this Agreement, Contractor shall provide a surety mechanism (the "Surety") as more fully defined below in the amount of Five Hundred Thousand Dollars (\$500,000.00). The Surety may be comprised of either a performance bond or an irrevocable letter of credit, or a combination of both. If a letter of credit is utilized to satisfy

some or all of the Surety requirement, it shall be drawn upon a financial institution with an office within one hundred (100) miles of City, and otherwise in a form acceptable to the City Attorney. The performance bond, if any, shall be issued by a duly authorized corporate surety company authorized to do business in California, and in a form acceptable to the City Attorney. The cost of the Surety shall be the sole responsibility of Contractor. The Surety shall be released within thirty (30) days after both (i) the expiration of the Term of this Agreement; and (ii) Contractor's satisfactory performance of all obligations hereunder.

14.1.1 Forfeiture of Surety

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the Surety, as may be necessary to recompense and make whole the City, forfeited to the City. Upon partial or full forfeiture of the Surety, Contractor shall restore the Surety to its original amount within thirty (30) days of the City's notice to do so. Failure to restore the Surety to its full amount within thirty (30) days shall be a material breach of this Agreement.

14.1.2 Use of Surety by City

Notwithstanding any provision hereof to the contrary, thirty (30) days following City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, either the letter of credit or performance bond comprising the Surety may be utilized by City for purposes including, but not limited to: (1) Payment of sums due under the terms of this Agreement which Contractor has failed to timely pay to City, including specifically liquidated damages; and (2) Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Contractor.

14.2 Replacement Letter of Credit

City may draw upon the entire letter of credit (if any) utilized to meet Contractor's obligations pertaining to the Surety, and convert it to a cash deposit, if Contractor fails to cause the letter of credit to be extended or replaced with another satisfactory letter of credit no later than sixty (60) days prior to its expiration.

SECTION 15. INSURANCE COVERAGE

Contractor shall procure and maintain during the entire Term of this Agreement the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with Contractor's performance hereunder or the actions or inactions of any of Contractor's officers, agents, representatives, employees, or subcontractors in connection with Contractor's performance. The insurance requirements hereunder in no way limit Contractor's various defense and indemnification obligations, or any other obligations as set forth herein.

15.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).

2. The most recent editions of Insurance Services Office form number CA 00 01 1001 covering Automobile Liability, code 1 "any auto".

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

15.2 Minimum Limits of Insurance

Contractor shall maintain in force for the Term of this Agreement limits no less than:

15.2.1 Comprehensive General Liability

Five Million Dollars (\$5,000,000.00) limit aggregate and Five Million Dollars (\$5,000,000.00) limit per occurrence for bodily injury, personal injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.

15.2.2 Automobile Liability

Five Million Dollars (\$5,000,000.00) limit aggregate and Five Million Dollars (\$5,000,000.00) limit per accident for bodily injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.

15.2.3 Workers' Compensation and Employers Liability

Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000.00) per accident.

15.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. If, in the reasonable opinion of the City, Contractor does not have sufficient financial resources to protect the City from exposure with respect to any deductibles or self-insured retentions Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

15.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

15.4.1 General Liability and Automobile Liability Coverage

City and its elected and appointed officials, officers, employees, agents and volunteers shall be named as additional insureds in connection with liability arising out of activities performed by or on behalf of Contractor; Premises owned, leased or used by Contractor; and vehicles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City or its elected and appointed officials,

officers, employees, agents and volunteers. Contractor's insurance coverage shall be the primary insurance for the City and its elected and appointed officials, officers, employees, agents and volunteers in connection with the above enumerated categories. Any insurance or self-insurance maintained by City or its elected and appointed officials, officers, employees, agents and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to City or its elected and appointed officials, officers, employees, agents and volunteers. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15.4.2 Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against City and its elected and appointed officials, officers, employees, agents and volunteers for losses arising from work performed by Contractor for City.

15.4.3 All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

15.5 Acceptability of Insurers

The insurance policies required by this Section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better, unless otherwise approved by the City Manager.

15.6 Verification of Coverage

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Article. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to City and are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

15.7 Loss or Reduction in Insurance

In the event that Contractor fails to retain or maintain insurance with the scope and amounts of coverage required hereunder, City shall have the right, but not the obligation to either terminate this Agreement, or obtain insurance coverage as required herein on behalf of Contractor and utilize funds from the Surety defined in Section 14 to pay the cost of providing such coverage.

SECTION 16.
ASSIGNMENT, SUBLETTING, AND TRANSFER;
REQUIREMENTS AND LIMITATIONS

16.1 General

Contractor shall not assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement (collectively referred to as an "Assignment") to any other Person without the prior approval by the City Council. The City Council has unfettered discretion to approve or deny such an Assignment. Any such Assignment made without the approval by the City Council shall be void and the attempted Assignment shall constitute a material breach of this Agreement.

16.2 Assignment to be Broadly Interpreted

For purposes of this Section, the term "Assignment" shall be given the broadest possible interpretation, and shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of any membership interest of Contractor to a third party; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including those resulting from mergers or acquisitions by or of Contractor or any of its Affiliates, insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

16.3 Nature of Agreement – Personal to Contractor

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its Solid Waste Handling Services in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste management practices, and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

16.4 Procedure for Consideration of Assignment

If Contractor requests City's consideration of and consent to an Assignment, the City Council may deny, approve or conditionally approve such request in its sole and absolute discretion. Under no circumstances shall City be obliged to consider any proposed Assignment if Contractor is in default at any time during the period of consideration. Should the City consent

to any Assignment request, such Assignment shall not take effect until all conditions relating to the City's approval have been met. Any request for an Assignment shall be made in a manner to be prescribed by the City Manager, and no request by Contractor for consent to an Assignment need be considered by City unless and until Contractor has met (or with respect to matters that would only occur upon completion of the Assignment if approved, made reasonable assurances that it will meet) the following requirements:

(A) Contractor shall undertake to pay City its reasonable direct and indirect expenses, including administrative, investigative, consulting, and attorneys' fees and costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such Assignment (collectively the "Administrative Assignment Fee"). An advance non-refundable payment in an amount to be determined by the City Manager towards the Administrative Assignment Fee shall be paid to the City prior to City's consideration of any Assignment request, although Contractor shall be responsible to pay all costs incurred by City in considering a request for Assignment, including those in excess of the aforesaid deposit amount, regardless of whether City consents to the Assignment.

(B) If requested to do so, Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

(C) Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, state or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with state, federal or local laws, including the Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, state and local laws regulating the Collection and disposal of Solid Waste including Hazardous Substances; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

(D) The proposed assignee shall execute an agreement assuming all of Contractor's rights and liabilities under this Agreement.

SECTION 17.
REVIEW OF SERVICES AND PERFORMANCE

17.1 Performance Hearing

(A) Commencing in or about July 2015, and on a biennial basis thereafter, City may hold a hearing to review Contractor's Solid Waste Collection efforts, source reduction, processing and other diversion services and overall performance under this Agreement (the "Solid Waste Services and Performance Review Hearing"). The purpose of the Solid Waste Services and Performance Review Hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, recycling, processing and disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and recycling and disposal system; and to ensure services are being provided by Contractor with adequate quality, effectiveness and economy and in full compliance with the terms of this Agreement. Topics for discussion and review at the Solid Waste Services and Performance Review Hearing shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, Customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals and where applicable AB 341's goals, regulatory constraints and Contractor performance. City and Contractor may each select additional topics for discussion at any Solid Waste Services and Performance Review Hearing.

(B) In addition to the Solid Waste Services and Performance Review Hearings City may hold in accordance with the immediately preceding paragraph, if the number of Customer complaints regarding Contractor's Solid Waste Collection are deemed by City to be excessive, City may, at any time (subject to the paragraph immediately below), hold a Solid Waste Services and Performance Review Hearing.

(C) City shall notify Contractor of its intent to hold a Solid Waste Services and Performance Review Hearing at least ninety (90) days in advance thereof. The notice will indicate whether the hearing will occur before City staff, the City Council, or such other body as the City may designate in the notice. Forty-five (45) days after receiving notice from City of a Solid Waste Services and Performance Review Hearing, Contractor shall submit a report to City which may contain such information as it wished to have considered, and shall contain the following:

(1) Current diversion rates and a report on Contractor's outreach activities for the past year.

(2) Recommended changes and/or new services to improve the City's ability to meet the goals of AB 939 and AB 341 and to contain costs and minimize impacts on rates.

(3) Any specific plans for provision of changed or new services by Contractor.

(D) The reports required by this Agreement regarding Customer complaints shall be used as one basis for review of Contractor's performance, and Contractor may

submit other relevant performance information and reports for consideration at the Solid Waste Services and Performance Review Hearing. In addition to the above, City may request Contractor to submit any other specific information relating to its performance for consideration at the Solid Waste Services and Performance Review Hearing, and any Customer may submit comments or complaints during or before the Hearing, either orally or in writing. Contractor shall be present at and participate in the Solid Waste Services and Performance Review Hearing.

17.2 Performance Satisfaction Survey

If requested by the City, Contractor will create and conduct a survey at Contractor's expense in preparation for any Solid Waste Services and Performance Review Hearing held pursuant to Section 17.1. City shall notify Contractor of its desire for such a survey at least ninety (90) days in advance of the Solid Waste Services and Performance Review Hearing. The purpose of the survey is to determine Customer satisfaction with current Collection services and Customer service provided by Contractor. The Survey will be distributed to a minimum of ten percent (10%) of the Customers, selected at random. Contractor shall obtain City's approval of the survey's content, format, and mailing list prior to its distribution. The City may require that Contractor have Customer responses to the survey returned directly to the City. The Survey results shall be made available to the City thirty (30) days prior to the Solid Waste Services and Performance Review Hearing.

SECTION 18. CITY'S REMEDIES; DEFAULT AND TERMINATION

18.1 Notice of Default

If the City Manager determines that Contractor has defaulted in the performance of any obligation hereunder, or that Contractor's performance pursuant to this Agreement with respect to such matters has not been in conformity with reasonable industry standards which are obtained in similar cities in Southern California, the provisions of this Agreement, the requirements of the Municipal Code, the requirements of CalRecycle, including, but not limited to, requirements for source reduction and recycling or any other applicable federal, state, or local law or regulation, including but not limited to the laws governing transfer, storage, or disposal of special wastes, or hazardous wastes, the City Manager may provide written notice to Contractor of such default. The City Manager may, in such written notice, set a reasonable time within which correction of such default shall be made. Unless a longer or shorter time is otherwise specified by the City Manager, a reasonable time for correction shall be thirty (30) days from the date such written notice is given.

18.2 Failure to Cure

If Contractor fails to correct, to the satisfaction of the City Manager, all deficiencies contained in the written notice thereof within the specified time, or if it is not reasonably possible to correct such deficiencies within the specified time, and Contractor fails to commence to correct or remedy such deficiencies within the specified time and diligently effect such

correction or remedy thereafter, then the City Manager may refer the matter to the City Council for review, or review the matter himself.

18.3 Review by City Manager

If the City Manager reviews the matter and determines that Contractor has failed to properly or adequately cure any default set forth above, the City Manager, in the exercise of his discretion, may terminate this Agreement, or take such other action as he deems appropriate to pursue any remedy available to City. A decision or order of the City Manager shall be final and binding on Contractor unless Contractor files a "Notice of Appeal" with the City Clerk within five (5) business days of the date the notice of the City Manager's decision is given. The City Manager shall schedule any appeal for consideration by the City Council at the earliest feasible City Council Meeting following the date a Notice of Appeal is given to City.

18.4 City Council Review

In the event an appeal of a decision of the City Manager is filed, or if the City Manager refers the matter to the City Council without rendering a decision, the City Council shall set the matter for consideration before the City Council as a regular agenda item. In reviewing the matter the City Council may consider any information reported by the City Manager regarding the deficiencies, and shall give Contractor, or its representatives and any other interested person, a reasonable opportunity to be heard. The City Council shall determine whether Contractor has failed to properly or adequately perform as set forth above, and if so whether to terminate the Agreement, or to pursue any other remedy available to City.

18.5 Performance During Reviews

Contractor's performance under this Agreement is not excused during any period of time when its performance is under review as set forth above, including at any time prior to a final decision as to whether such performance is deficient.

18.6 Termination without Right to Cure

The above right of termination as a result of Contractor's failure to timely cure any deficiency is in addition to City's right to terminate this Agreement without affording Contractor an opportunity to cure in circumstances where Contractor is determined by City to have materially breached this Agreement. City shall thus be afforded the right to terminate this Agreement in the event of any material breach hereof by Contractor without affording Contractor the right to cure as a result of any action, inaction or circumstance which is a legally defined material breach, or is defined herein as a material breach, and/or under any of the following circumstances which are hereby specifically defined as material breaches:

- (A) If Contractor practices, or attempts to practice, any fraud upon City.
- (B) If Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.

(C) If Contractor willfully violates any orders or rulings of any regulatory body having jurisdiction over Contractor relative to this Agreement. So long as City's rights are not prejudiced during the pendency of any challenge to such orders or rulings by Contractor, Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no material breach of this Agreement shall be deemed to have occurred until a final ruling has been rendered.

(D) If Contractor ceases to provide Solid Waste Handling Services, including Collection of Solid Waste and/or Recyclable Material, as required under this Agreement over all or any portion of the Franchise Area for a period of seven (7) days or more, for any reason not specified as a force majeure event hereunder.

(E) If Contractor fails to materially comply with any insurance or indemnification requirement set forth in this Agreement.

(F) If City is required to pay any fine or penalty, which is not paid on its behalf by Contractor or which Contractor fails, refuses, neglects or is unable to pay or indemnify City against, relating to any diversion or other requirement of AB 939 and/or AB 341.

(G) If Contractor, or any management level employee of Contractor is convicted of a Criminal Matter (as defined herein). For purposes of this Section the term Criminal Matter refers to any felony or misdemeanor offense having any relationship to either Solid Waste Handling Services or public corruption (including, without limitation, bribery, conflict of interest related allegations, vote selling, or any similar type charges).

18.7 Liquidated Damages

18.7.1 General

The City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the services that are the subject of this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

18.7.2 Service Performance Standards; Liquidated. Damages for Failure to Meet Standards

The parties further acknowledge that consistent, reliable Solid Waste Handling Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in entering this Agreement with it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor _____ City
Initial Here _____ Initial Here _____

18.7.3 Calculations for Liquidated Damages

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below for each type of action warranting such damages:

18.7.3.1 Collection Reliability

(A) For each failure to commence service to a new Customer account within seven (7) days after order, which exceed five (5) such failures annually: \$150.00.

(B) For each failure, which exceeds ten (10) such failures annually, to Collect Solid Waste from any established Customer on the scheduled Collection day and not Collected within the period described in this Agreement: \$150.00.

(C) For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same Customer on two (2) consecutive scheduled pickup days: \$150.00.

18.7.3.2 Collection Quality

(A) For each occurrence of failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place Containers upright with lids secured which exceeds ten (10) such occurrences annually: \$150.00.

(B) For each occurrence of excessive noise or discourteous behavior which exceeds ten (10) such occurrences annually: \$250.00.

(C) For each occurrence of Collecting Solid Waste during unauthorized hours which exceeds five (5) such occurrences annually: \$250.00.

(D) For each occurrence of damage to private property in an amount in excess of \$1,000 which exceeds five (5) such occurrences annually: \$250.00.

(E) For each failure to clean up Solid Waste spilled from Containers, excepting amounts that are so nominal in nature that they would not reasonably be expected to be noticed by the driver of a Collection Vehicle, within 90 minutes that exceeds ten (10) such failures annually: \$150.00.

18.7.3.3 Customer Responsiveness

(A) For each failure to initially respond to a Customer complaint within one (1) business day, which exceeds five (5) such occurrences annually, and for each additional day in which the complaint is not addressed: \$250.00.

(B) For each failure to process Customer complaints to City as required herein, which exceeds five (5) such occurrences annually: \$250.00.

(C) For each failure to remove graffiti from Containers or to replace with Containers bearing no graffiti, within twenty-four (24) hours of a request from City: \$150.00.

18.7.3.4 Timeliness of Submissions to City

(A) Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:

(1) Monthly Reports: \$100.00 per day.

(2) Quarterly Reports: \$250.00 per day.

(3) Annual Reports: \$350.00 per day.

(B) For each calendar year in which Contractor fails to provide support to the City within thirty (30) days of year-end, documentation that it diverted at least the minimum tonnage required under this Agreement the liquidated damage amount shall be:

(1) \$25 for each ton below the tonnage level necessary to meet the diversion goal in this Agreement.

18.7.3.5 Cooperation During Transition With Subsequent Solid Waste Enterprise

(A) For each day routing information, including billing information and other operating records needed to service premises, is requested by City or any subsequent solid waste enterprise in accordance with Section 28 and is received after City-established due dates, both for preparation of a request for proposals and for any subsequent solid waste enterprise's implementation of service: \$1,000/day.

(B) For each day delivery of keys, security codes, remote controls used to access garages, gates and bin enclosures, or other means of access to Solid Waste Containers is delayed beyond one (1) day prior to new solid waste enterprise servicing customers with access issues: \$1,000/day.

(C) For delay in not meeting the requirements from Section 28 in a timely manner, in addition to the daily liquidated damages for breach under Sections 18.7.3.5(A)-(B) above, a one-time charge of: \$35,000.

18.7.4 Process for Assessment of Liquidated Damages

(A) City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or through an investigation of Customer complaints. It is the desire of the parties to work together to avoid the imposition of liquidated damages and accordingly City will endeavor to timely communicate to Contractor any information that it receives which might give rise the imposition of liquidated damages in order to facilitate Contractor's ability to correct any deficiency, or prevent the recurrence of any conduct for which liquidated damages might eventually be imposed.

(B) Prior to assessing liquidated damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with City. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City shall be final.

(C) City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.

18.7.5 Timing of Payment

Contractor shall pay any liquidated damages assessed by City within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against any security required by this Agreement to obtain payment, , and/or find Contractor in default and exercise its right to terminate this Agreement as set forth herein.

SECTION 19.
CONTRACTOR'S REMEDIES; ADMINISTRATIVE HEARING

19.1 Administrative Hearing

Should Contractor contend that City is in breach of any aspect of this Agreement, it shall give notice to the City Manager requesting an administrative hearing on the allegation. The hearing shall occur as soon as reasonably possible, or on such date as mutually agreed by the parties, and shall be held before an impartial hearing officer to be determined by the City Manager. The hearing officer shall make an advisory ruling on Contractor's allegations, and suggest a remedy if a breach by City is determined to exist. The hearing officer's ruling and recommendations shall become final and binding if the parties so agree in writing within thirty (30) days of the date notice of the decision is given to both parties. Otherwise, the hearing officer's ruling shall have no further force or effect.

19.2 Other Remedies; Claims

Contractor shall be entitled to all available remedies in law or equity for City's breach of this Agreement; provided, however, Contractor shall not file or otherwise commence any action against City, in law or equity, in any court, until after an administrative hearing as set forth above has been completed, and the above noted thirty (30) day period to accept the hearing officer's decision has passed, or either City or Contractor has given timely written notice to the other that it will not accept the hearing officer's decision.

19.3 Actions for Damages

As a prerequisite to the filing and maintenance of any action for damages by Contractor against City arising out of this Agreement, Contractor shall present a claim to City, as required by Government Code Section 910 et seq., within 30 days of the date of the occurrence giving rise to the claim for damages.

SECTION 20.
CITY'S ADDITIONAL REMEDIES

In addition to any other remedies set forth herein, City shall be entitled to any or all of the following rights and remedies in the event of a breach of this Agreement by Contractor:

(A) The right to use Contractor's equipment for the purpose of Collecting, transporting, and/or disposing of Solid Waste, including Recyclable Material, for a period not to exceed six (6) months. In the case of equipment not owned by Contractor, Contractor shall assign to City, to the extent Contractor is permitted to do so under the instruments pursuant to which Contractor possesses such equipment, the right to use and possess the equipment. If City exercises its rights under this Section, City shall pay to Contractor the reasonable rental value of the equipment for the period of City's possession thereof (although payment may, if appropriate, occur in the form of a setoff against damages otherwise owed by Contractor pursuant to the terms hereof);

(B) The right to license others to perform the services otherwise to be performed by Contractor hereunder, or to perform such services itself; and

(C) The right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach of this Agreement by Contractor, City will suffer irreparable injury and incalculable damages sufficient to support injunctive relief, to specifically enforce the provisions of this Agreement, and to enjoin the breach hereof.

SECTION 21. RIGHTS OF CITY TO PERFORM DURING EMERGENCY

21.1 Provision of Service

Should Contractor, for any reason whatsoever, refuse or be unable to provide Solid Waste Handling Services for a period of more than seventy-two (72) hours, and if as a result thereof, Solid Waste should accumulate in City to such an extent or in such a manner that the City Manager finds that such accumulation endangers or menaces the public health, safety, or welfare, City shall have the right, upon twenty-four (24) hours prior written notice to Contractor, during the period of such emergency, to temporarily take possession of any or all equipment and facilities of Contractor previously used in providing Collection, transportation, and disposal of Solid Waste and provide, through its own forces or otherwise, Solid Waste Handling Services which Contractor otherwise would be obligated to provide pursuant to this Agreement. Contractor agrees that in such event it shall fully cooperate with City to affect such a transfer of possession for City's use.

21.2 Possession of Equipment

Contractor agrees, that in the event of circumstances described in Section 21.1 above, City may take temporary possession of and use all of said equipment and facilities without paying Contractor any rental or other charge. Upon Contractor giving City notice that it is able to resume its normal responsibilities under this Agreement City shall either relinquish possession of all of the above mentioned property to Contractor.

21.3 Exclusions from Right to Possession of Equipment without Compensation

Specifically excluded from the circumstances in which City may possess and utilize Contractor's equipment without compensation are circumstances in which Contractor fails or refuses to provide Solid Waste Handling Services hereunder for any reason which is not a force majeure event as defined herein. In such circumstances City's right to utilize and possess Contractor's equipment shall be subject to the provisions of the above Section 20.

SECTION 22. PRIVACY

Contractor shall strictly observe and protect the privacy rights of Customers. Information identifying individual Customers or the composition or contents of a Customer's Solid Waste stream, or any of the billing information pertaining to any Customers, shall not be revealed to

any person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, ordinance, or regulation of a governmental agency having jurisdiction, or upon valid authorization of the Customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste audits which may be required by AB 939 or this Agreement. Contractor shall not market or distribute, outside the normal course of its business, mailing lists with the names and addresses of Customers. The rights afforded Customers pursuant to this Section shall be in addition to any other privacy right afforded Customers pursuant to federal or state law.

SECTION 23. REPORTS AND ADVERSE INFORMATION

The parties acknowledge that City will require reporting at various intervals by which information important to City can be compiled and analyzed. Throughout the Term the parties agree to work together to address City's needs with respect to the information to be contained in reports prepared by Contractor. The following is intended as a starting point in order to have established an objective baseline for reporting, but the frequency and content of the reports called out below may be changed by agreement of the parties; provided any such change is approved by the City Manager in writing. Monthly reports shall be submitted within twenty (20) calendar days after the end of the report month. Quarterly reports shall be submitted within twenty (20) calendar days after the end of the calendar quarter.

23.1 Monthly Reports

At a minimum, Contractor shall report the following to City on a monthly basis: Solid Waste Collected by Contractor for each month, sorted by type of Solid Waste in tons broken down at a level acceptable to City (which at a minimum shall include: refuse, Green Waste, e-waste and universal waste item counts, types of recyclables including PET, HDPE, mixed plastics, aluminum, cardboard, mixed paper, sand, and concrete), as well as by customer type (i.e., single family, multi-family, commercial, roll-off, curbside, etc.); the facilities where all Solid Waste Collected was processed or disposed; warning notices issued for contaminated Recyclable Materials, and Green Waste Containers; and a narrative summary of problems encountered (including scavenging) and actions taken with recommendations for City, as appropriate.

23.2 Quarterly Reports

At a minimum, Contractor shall report the following to City on a quarterly basis: the information required in the monthly reports; the complaint summary for the quarter summarized by nature of complaints; copies of promotional and public education materials sent during the quarter; description of Contractor outreach activities conducted the previous quarter; and such other information or reports that the City may reasonably request or require. Contractor shall, upon demand by City, provide true and accurate copies of landfill tipping receipts, records showing delivery at processing or reuse facilities, and similar such documents in order to enable City to verify Contractor's quarterly reports.

23.3 Annual Reports

Within 30 days of the end of each calendar year during the Term of this Agreement and within thirty (30) days after the end of the Term, Contractor shall submit a written annual report, at its sole expense, in a form approved by City, which includes, but is not limited to, the following information:

(A) A summary of the previous year's activities including, but not limited to, services begun or discontinued during the reporting year, and the number of Customers broken down on a monthly basis;

(B) A summary of the total tons of Solid Waste Collected in City in the preceding year as well as a summary of the total tonnage diverted from the State's landfill systems during that time frame;

(C) Information and reports required by City to meet its reporting obligations imposed by AB 939 and the regulations implementing AB 939, in a form and content approved by the City Manager;

(D) A revenue statement, certified by the chief financial officer of Contractor, setting forth Franchise Fees paid and the basis for the calculation thereof, including specifically a breakdown of sources of revenue included in Gross Receipts and the amount of revenue derived from each such source comprising Gross Receipts;

(E) A list of Contractor's officers and the members of its Board of Directors, or as applicable a list identifying all Persons holding a membership interest in Contractor;

(F) A list of stockholders or other equity investors holding five percent (5%) or more of the interest in Contractor; and

(G) A list of each service address, the total number of Carts at each such address, types of services being Billed to each service address and the serial numbers associated or other identifying information associated with each cart at such address as required by Section 8.1.9(F).

23.4 Format of Reports

Each monthly, quarterly, and annual report shall be submitted to City, addressed to the City Manager or his or her designee. Records related to performance of this Agreement shall be maintained by Contractor in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. The format of each report shall be approved by City. Contractor agrees to submit all reports to e-mail addresses designated by City in an electronic format approved by the City, compatible with City's software/computers at no additional charge.

23.5 Adverse Information

(A) Contractor shall provide City two copies of all reports and other material adversely affecting this Agreement submitted by Contractor to the United States

Environmental Protection Agency, CalRecycle, the California Regional Water Quality Control Board, and any other federal, state, regional, or local regulatory agency. Copies shall be submitted to City simultaneously with Contractor's filing of such matters with said agencies. Contractor's routine correspondence to said agencies need not be automatically submitted to City, but shall be made available to City upon written request.

(B) Contractor shall submit to City copies of all pleadings, applications, notifications, communications, and documents of any kind submitted by Contractor to, as well as copies of all decisions, correspondence, and actions by, any federal, state, and local courts, regulatory agencies, and other government bodies relating in any manner to Contractor's performance of services pursuant to this Agreement. To the degree authorized by law, any confidential data exempt from public disclosure shall be retained in confidence by City and its authorized agents and shall not be made available for public inspection.

(C) Contractor shall submit to City such other information or reports in such forms and at such times as City may reasonably request or require.

(D) All reports and records required under this or any other Section hereof shall be furnished at the sole expense of Contractor.

23.6 Disaster Plan

Within 90 days of the Effective Date, Contractor shall prepare an updated draft disaster debris cleanup implementation plan that sets forth procedures for collection of debris following a major disaster such as an earthquake, fire or other similar event. The disaster plan shall address priorities for cleanup at critical facilities, procedures for reimbursement for costs, describe communication plans, list key contact persons, and provide maps showing proposed sites for stockpiling of disaster debris that cannot be transported to the landfill. Contractor shall coordinate the plan with City's emergency service teams. The draft plan shall be presented to the City Manager for consideration and approval. The final plan shall be distributed to those employees of Contractor and City who would have a role in implementing it in the event of a disaster.

23.7 Failure to Report

The refusal of Contractor to file any of the reports required, or the inclusion of any materially false or misleading statement or representation made knowingly by Contractor in such report shall be deemed a material breach of the Agreement, and shall subject Contractor to all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

SECTION 24. COMPENSATION

24.1 Contractor Rates

Contractor shall provide services to Customers pursuant to this Agreement at rates it sets, charges to, and collects from Customers, which rates shall not exceed those set forth in the

attached Exhibit A, which sets out the maximum rates that may be charged by Contractor, as such maximum rates may be adjusted from time to time pursuant to the terms hereof. The maximum rates set forth in Exhibit A are inclusive of all services to be provided, including transportation, disposal, and Container costs, and no other charges shall be imposed by Contractor for such services.

24.2 Resolution of Disputes Regarding Rate Adjustments

Any dispute regarding an adjustment to the maximum rates Contractor may charge, or the computation thereof, shall be decided by the City Manager. The rates in effect at the time such dispute is submitted to the City Manager shall remain in effect pending resolution of such dispute. The effective date of the adjusted maximum rate following the resolution of any such dispute, whether retroactive or prospective, shall be determined by the City Manager.

24.3 Annual Consumer Price Index Adjustments

Commencing on July 1, 2016, the maximum rates as set forth in Exhibit A shall be adjusted, and such rates shall be adjusted annually thereafter on each subsequent July 1st during the Term hereof (the "Adjustment Dates"), by multiplying each rate by a percentage change in the average Consumer Price Index ("CPI") for All Urban Consumers, CUURA421SA0 not seasonally adjusted, all items index (CPI-U) – Los Angeles County, Riverside County, Orange County for the twelve (12) month period ending the December immediately prior to the applicable Adjustment Date versus the index average for the previous twelve months. At least forty-five (45) days prior to charging Customers any rate increased due to an increase in the CPI, Contractor shall obtain the City Manager's approval to do so. The City Manager shall approve such a request unless it is determined, based upon substantial evidence, that the requested adjustment to the maximum rate does not meet the requirements as set forth herein.

24.4 Limitations to Annual CPI Adjustments

Notwithstanding anything to the contrary in Section 24.3 above, the maximum annual adjustment occurring pursuant to Section 24.3 shall be limited by the provisions set forth below:

24.4.1 Three Percent (3%) Cap

Any maximum rate may not be increased in any given year by more than three percent (3%) without regard to any higher increase which may otherwise be justified by the formula set forth in Section 24.3. In the event an increase exceeds the three percent (3%) cap, the un-applied percentage may be rolled forward and applied to maximum rate increases in subsequent years to the extent, and provided that, no maximum rate increase exceeds the three percent (3%) cap.

24.4.2 Compliance with Agreement

No increase to the maximum rates shall occur if the City Manager determines that Contractor did not fully comply with all terms of this Agreement in the Rate Year preceding the increase, including without limitation, provisions hereof relating to reporting, diversion, and Customer service standards.

24.5 Discretionary Adjustments

Contractor may request an adjustment to the maximum rates set forth in Exhibit A at reasonable times other than as set forth in Section 24.3 for unusual changes in the cost of providing service under this Agreement. For each request for an adjustment to the maximum rates brought pursuant to this Section Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. City shall review Contractor's request and, in the City Council's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. City may consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. Contractor may not request an extraordinary increase in the maximum rates as a result of: changes in fees or taxes such as Social Security, disability or income tax; changes in the market value of Recyclables or processing costs for Recyclables or Green Waste; inaccurate estimates by Contractor of its cost of operations; or costs of compliance with South Coast Air Quality Management District and Air Resource Board rules and standards for Collection Vehicles.

24.6 Grants

From time to time, federal, state or local agencies including the City may provide to Contractor grants to assist in financing qualified programs provided by Contractor in the City (including, without limitation, grants for diversion programs and related equipment, alternative fuel vehicles and equipment, and Household Hazardous Waste Collection and Disposal). Contractor shall notify City upon receipt of any such grant funds that may be used to fund services provided pursuant to the terms of this Agreement. With the exception of grants already received by Contractor as of the Effective Date, and grants for Collection Vehicles, any funds received through grants for services in the City are intended to benefit City and its residents and businesses, and in essence are held by Contractor in trust on behalf of City. Accordingly, Contractor agrees that the total amount of compensation it receives from Customers hereunder, may be reduced by the amount of any such grant, unless the grant is used to pay for services in City. The City Council shall determine whether the reduction in Contractor's compensation shall be: (1) passed through to Customers designated by City as a reduction to maximum rates; (2) as an offset to the next increase to maximum rates requested by Contractor; (3) paid to City for use as City directs; or (4) applied in any combination of (1) through (3).

SECTION 25. IDENTIFICATION OF CONTRACTOR

Contractor has agreed to use the name "INSERT HAULER NAME" to identify itself to the public as the specific organization that shall provide all services under this Agreement. Unless otherwise approved in writing by City, this name shall be used for all correspondence, Billing statements, directory listings, references, signs, and vehicle and Bin identification.

SECTION 26.

INDEMNIFICATION

26.1 General

(A) Contractor hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, commissions, officers, employees, and agents (collectively the "Indemnities") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising out of, resulting from, and/or in any way connected with this Agreement including: (1) the negligence or willful misconduct of Contractor, its officers, employees, agents, and/or subcontractors in performing services under this Agreement; (2) the failure of Contractor, its officers, employees, agents, and/or subcontractors to comply in all respects with the provisions of this Agreement, all Applicable Laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; (3) the acts of Contractor, its officers, employees, agents, and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws); and (4) any challenge to the award of, or any provisions of this Agreement (including any claim that the application of any provision hereof violates any provision of the California Constitution). The foregoing indemnity and hold harmless provisions shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of Indemnities' negligence, but shall not extend to matters resulting from Indemnities' sole negligence, or willful misconduct. Contractor further agrees to and shall, upon demand of City, at Contractor's sole cost and expense, defend (with attorneys acceptable to City) City, its elected and appointed boards and commissions, officers, employees, and agents against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse City for any and all costs and expenses City incurs in providing any such defense, either before, during or after the time Contractor elects to provide such defense, including any and all costs incurred in overseeing any defense to be provided herein by Contractor.

(B) Contractor, upon demand of City, made by and through the City Attorney, shall protect City and appear in and defend City and its elected officials, officers, employees and agents, in any claims or actions by third parties, whether judicial, administrative or otherwise, including, but not limited to disputes and litigation over the definitions of "Solid Waste" or "Recyclable Material," the scope of the rights granted herein, conflicts between the rights granted herein and rights asserted by other Persons, or the limits of City's authority with respect to the grant of licenses, or agreements, exclusive or otherwise, asserting rights under the Dormant Commerce Clause or any other federal or state laws to provide Collection services in the City.

(C) The provisions of this Section shall not terminate or expire, shall be given the broadest possible interpretation, and shall survive the expiration or earlier termination of this Agreement.

26.2 Hazardous Substances Indemnification

(A) Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Contractor specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City) reimburse, indemnify, and hold City and its past and present officers, council members, employees, consultants and agents (hereinafter "Indemnified Parties") harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Contractor that:

(1) results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnified Party is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or

(2) relates to material Collected, transported, recycled, processed, treated or disposed of by Contractor.

(B) Contractor's obligations pursuant to this Section shall apply, without limitation, to:

(1) any Claims brought pursuant to or based on the provisions of the Environmental Laws, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., the Carpenter-Presley-Tanner Hazardous Substances Account Act (California Health & Safety Code Sections 25300 et seq.), the California Hazardous Waste Control Laws (California Health and Safety Code Sections 25100 et seq.), the California Porter-Cologne Act (California Water Code Section 13000 et seq.), and any and all amendments and regulations thereto, and any other federal, state, regional or local environmental statutory or regulatory provision;

(2) any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation by Contractor of any facility;

(3) any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, disposal, processing or use of any materials recovered by Contractor; and

(4) any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

(C) The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any Affiliate of Contractor.

(D) For purposes of this Agreement, the term "Hazardous Contaminant" shall mean any "hazardous material," as that term is defined under California Health & Safety Code Section 25501(o); any "hazardous substance," as that term is defined herein or under California Health & Safety Code Sections 25281(h), 25501(p), 25501.1 and under Title 42, Section 9601(14) of the United States Code; any "hazardous waste," as that term is defined herein and under Title 42, Section 6903(5) of the United States Code and under California Health & Safety Code Section 25501(q); any chemical which the Governor has identified as a chemical known to the State to cause cancer or reproductive toxicity pursuant to California Health & Safety Code Section 25249.8; any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to the above-referenced statutory and regulatory provisions made before or after the date of execution of this Agreement.

(E) The provisions of this Section shall not terminate or expire, shall be given the broadest possible interpretation, and shall survive the expiration or earlier termination of this Agreement.

SECTION 27. CONTRACTOR'S BOOKS AND RECORDS; AUDITS

27.1 Maintenance and Inspection of Records

Contractor shall maintain all records relating to the services provided hereunder, including but not limited to Customer lists, billing records, accounts payable records, maps, AB 939 compliance records, records reflecting the number of refuse, recycling and Green Waste routes and route hours by service category (such as residential, multi-family, commercial, roll-off, and special services), records demonstrating facilities, equipment and personnel used to perform services, records reflecting the number of refuse, recycling and Green Waste Containers in service by frequency of Collection for each customer group (such as single family, multi-family, commercial, roll-off); records reflecting the number of roll-off box pulls, and such other documents and materials which reasonably relate to Contractor's compliance with the provisions of this Agreement (the "Records"), for the full Term of this Agreement, and an additional period thereafter of not less than three (3) years, or any longer period required by law. City shall have the right, upon five (5) business days advance notice, to inspect the Records. Such Records shall be made available to City at Contractor's regular place of business, but in no event outside the County of Los Angeles.

27.2 CERCLA Defense Records

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) for not less than five (5) years following the termination of this Agreement, and agrees to notify City's Risk Manager, City Clerk and City Attorney before destroying such records thereafter. At any time, including after the expiration of the Term hereof, Contractor shall provide copies of such records to City. The requirements of this Section shall survive the expiration of the Term of this Agreement.

27.3 Ongoing Compliance Review

City intends review Contractor's performance on an ongoing basis to ensure compliance with the terms and provisions of this Agreement, and it is City's intent that a designated portion of the Administrative Cost Reimbursement, as more fully described in Section 11.2, will be used to fund City's costs associated with ensuring Contractor's ongoing compliance. At a minimum, City intends to have internal staff or outside consultants annually review Contractor's performance to ensure ongoing compliance with the terms hereof, including, but not limited to, the payment of required fees, performance of the services stated herein, implementation of programs required under the Agreement, Contractor's maintenance and upkeep of records, and compliance with all Applicable Laws. Contractor shall provide any and all information reasonably requested by City in connection with its efforts to ensure compliance with the terms hereof, regardless of whether such information is specifically otherwise called out herein as an item that Contractor is required to maintain and provide to City.

27.4 Audits

27.4.1 Examination of Services

From time to time, anticipated to be at least once every other year, City may request Contractor to make available any or all of its records related to performance hereunder available to an independent auditor or examiner, to be selected by the City, for auditing and examination purposes (a "Discretionary Audit"). The first Discretionary Audit shall be performed in 2017 and shall be based on the Contractor's reports and records through calendar year 2016. The scope of the Discretionary Audit and auditor or examiner will be determined by City and the scope may include, but is not limited to, compliance with terms of this Agreement, Customer service levels and Billing, fee payments, Gross Receipts, tonnage, and verification of diversion rates. Except as otherwise provided herein, City shall bear the cost of any Discretionary Audit above the Contractor Audit Reimbursement (defined below). Should any Discretionary Audit reveal an underpayment of any Franchise Fee required pursuant to this Agreement, the amount of such underpayment shall become due and payable to City not later than fifteen (15) days after written notice of such underpayment is sent to Contractor by City, complete with any additional late charges as set forth herein.

Contractor shall reimburse City for the costs of a Discretionary Audit as follows (“Contractor Audit Reimbursement”): (1) sixty thousand (\$60,000) for the first Discretionary Audit, and (2) forty thousand (\$40,000) for each subsequent Discretionary Audit [adjusted annually by the change in CPI as calculated under Section 24.3]. If a Discretionary Audit reveals inaccuracies or inconsistencies in more than five percent (5%) of all Customer accounts, either with Contractor's operations or billing systems, or an underpayment of Franchise Fees of more than three percent (3%), Contractor shall bear the entire cost of such Discretionary Audit, including any additional audit costs associated with, to the extent deemed necessary by City, expanding the scope of the Discretionary Audit.

27.4.2 Route Audit

Contractor shall complete an audit at its expense of its Collection routes for all Customers at Residential and Commercial Premises at such times as may be requested by City; provided, however, that while City may request that such an audit occur at any time, it may not request such audits at Contractor's expense more than 5 times during the Term. The timing of such audits is at the City's discretion and may be required to be timed with the issuance of a request for proposals for a new agreement. The route audit, at minimum, shall consist of an independent physical observation by Person(s) other than the route driver or route supervisor of each Customer in the City. The route audit shall include, as a minimum, the following information for each account:

- Route Number;
- Truck Number;
- Account Name;
- Account Number;
- Account service address;
- Service Level per Billing System (quantity, size, frequency);
- Service Level per Routing System;
- Observed Containers (quantity, type and size);
- Serial number (or other coding if acceptable to the City Manager) identifying each Cart and its associated service address;
- Bin condition;
- Proper signage; and
- Graffiti.

Within thirty (30) days after the completion of the route audit, Contractor shall submit to City a report summarizing the results thereof which shall include:

- Identification of the routes;
- Truck numbers;
- Number of accounts, by route and in total;
- Number of Containers (broken down by type) per service address, per route and total number of Containers;
- Types of exceptions observed;
- Number of exceptions by type;
- Total monthly Billing, pre-audit;
- Total monthly Billing, post-audit (subsequent to corrections of identified exceptions);
- Percentage of the number of accounts with errors to the total number of accounts served; and
- Percentage of the "net" change in monthly Billing as a result of the audit to the total pre-audit monthly Billing.

The report shall include a description of the procedures followed to complete the audit, and shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations. Additionally, the report shall include a description of the pre-audit training of the route auditors, particularly if temporary personnel are used. The report shall also include a description of the changes and Contractor's plans to resolve any exceptions. The route audit data and results of the audit shall be available for review by the City or its representative.

SECTION 28. TRANSITION OBLIGATIONS

At the end of the Term, or in the event this Agreement is terminated for cause prior to the end of the Term, Contractor shall cooperate fully with City and any subsequent solid waste enterprise it designates to assure a smooth transition of services. Contractor's cooperation shall include, but not be limited to, providing route lists, billing information and other operating records needed to service all premises covered by this Agreement. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Contractor shall provide any new solid waste enterprise with all keys, security codes and remote controls used to access garages, gates and bin enclosures. Contractor shall be responsible for coordinating transfer immediately after its final collection activities, so as to not disrupt services, including coordinating with the new solid waste enterprise on the removal of

Contractor's Containers and the delivery of the new solid waste enterprise's Containers. Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate and service levels (number and size of containers and pickup days) at least 90 days prior to the transition date, provide an updated list two weeks before the transition, and a final updated list with any changes the day before the transition. Contractor shall provide means of access to the new solid waste enterprise at least one full business day prior to its first day of collection, and within sufficient time so as to not impede in any way the new solid waste enterprise from easily servicing all Containers.

SECTION 29. GENERAL PROVISIONS

29.1 Force Majeure

Contractor shall not be in default under this Agreement in the event that its ability to provide Solid Waste Handling Services or Temporary Services, in compliance with its obligation to do so hereunder, is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, strikes or other labor disturbances lasting five (5) days or less, explosion, natural disasters such as floods, earthquakes, landslides, and fires, or "other catastrophic events" which are beyond the reasonable control of Contractor. The term "other catastrophic events" does not include: (i) the financial inability of Contractor to perform; (ii) failure of Contractor to obtain any necessary permits or licenses from other governmental agencies; (iii) the failure to obtain the right, or the loss of the right, to use the facilities of any public utility where such failure is due in substantial part to the acts or omissions of Contractor; or (iv) strikes or other labor disturbances lasting longer than five (5) days.

29.2 Independent Contractor

Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees, agents, or subcontractors shall obtain any rights to retirement or other benefits which accrue to City employees.

29.3 Pavement Damage

Contractor shall be responsible for the cost of repair of any extraordinary damage to the public streets located within the City resulting from providing the services required hereunder.

29.4 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees, agents, or subcontractors of Contractor to private or public property shall be promptly repaired or replaced at Contractor's expense.

29.5 Right of Entry

Contractor shall not have the right, until Contractor receives permission from the property owner, to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Temporary Services and/or Solid Waste Handling Services pursuant to this Agreement.

29.6 Law to Govern; Venue

The laws of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

29.7 Amendment

This Agreement is intended to carry out City's obligations to comply with the provisions of AB 939 and AB 341, as implemented by regulations of CalRecycle, as they from time to time may be amended. In the event that, after the effective date of this Agreement, AB 939 or AB 341 is amended, or other state or federal laws or regulations are enacted and prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Except as otherwise expressly stated herein, no other amendment of this Agreement shall be valid unless it is in writing and duly executed by the parties.

29.8 Notices

All notices required or permitted to be given under this franchise shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of Huntington Park
 Attn: City Manager
 6550 Miles Avenue
 Huntington Park, CA 90255

To Contractor: [NAME],

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed given on the date served if served personally between the hours of 8:00 a.m. to 5:00 p.m. on any regular business day for City's business offices. If mailed, notice shall be deemed given three (3) business days from the date such notice is deposited in the United States mail in the manner proscribed above.

29.9 Savings Clause

If any non-material provision of this Agreement is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

29.10 Exhibits Incorporated

Exhibits A through E are attached to and incorporated in this Agreement by reference.

29.11 Joint Drafting

This Agreement shall be interpreted as if it were drafted jointly by the parties to the Agreement.

29.12 Attorneys' Fees and Litigation Costs

In the event either party brings any action or proceeding to enforce or interpret the terms or provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and other litigation costs and expenses, including without limitation expert witness fees, consultant fees and costs. Without limiting its scope in any way, this provision is expressly intended to, and shall, apply to fees and costs incurred in any appeal.

29.13 City's Authorized Agent

Notwithstanding anything contained herein to the contrary, and excepting amendments hereto and such actions set forth herein specifically calling for City Council action or approval, the City Manager is designated as the City's authorized agent to take any action with regard to any matter, or enforce any right, set forth herein requiring action by the City.

29.14 Integrated Agreement

This Agreement contains the entire integrated agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, promises, proposals, and agreements between the Parties, whether written or oral. The Parties acknowledges this document has been executed with the consent and upon the advice of counsel. Each of the Parties acknowledges that no party or agent or attorney of any other party has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce the other party to execute this instrument.

29.15 Section Headings

The section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

29.16 Compliance with Law

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws, including the laws and regulations of the United States, the State of California, the provisions of the Municipal Code, and any federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended.

"City"

CITY OF HUNTINGTON PARK

By: _____
Mario Gomez, Mayor

ATTEST:

By: _____
Rocio Martinez, Acting City Clerk

APPROVED AS TO FORM:

By: _____
A. Patrick Muñoz, Special Counsel

"Contractor"

[NAME], LLC.

By: _____

Its: _____

EXHIBIT A

MAXIMUM RATE SCHEDULE FOR SOLID WASTE HANDLING SERVICES:

[PROPOSED RATES WILL BE ADDED DURING NEGOTIATIONS. THE RATES BELOW ARE PRE-SET]

Service	Rate
Extra Refuse Bin Pickups (standard and compactor)	
1 through 3 cubic yard bin	\$45.63/pickup
4 cubic yard	\$53.25/pickup
6 cubic yard	\$76.06/pickup
Extra Bin Cleanings beyond one per year	\$45/cleaning
Roll-Off Box Rental per day beyond 7 without a pull	\$10/day
Temporary Bin Rental per day beyond 7 without a pull	\$7/day
Roll-Off Box Trip Charge (dry run, relocation)	\$80/trip

EXHIBIT B

CONTAINER/BIN SPECIFICATIONS

- Contractor shall provide Container Specifications to City which shall be attached to this Exhibit B. All Containers utilized by Contractor shall meet the standards of the industry and shall perform to the reasonable satisfaction of the City Manager in order to be utilized in City. Container sizes specified within this Agreement may vary by manufacturer type and specifications up to 10% more or less in volume than that identified.
- Each Refuse, Green Waste and Recycling Cart utilized by Contractor shall be labeled on the inside in English and Spanish and with graphics so as to: (1) explain/depict the items for which it is designated to Collect, and (2) identify the name of Contractor and Contractor's phone number for service related issues, including complaints. In addition, each such Cart shall include information, in a format acceptable to City (such as hot stamping or stickers), regarding Contractor's Bulky Item service, and a phone number that Customers can call to access such service.
- The body of Refuse Carts shall be a uniform black color, Recycling Carts shall be a uniform blue color and Green Waste Carts shall be a uniform green color.
- Any Cart distributed by Contractor in City after the Effective Date shall be newly manufactured and have never previously been used for the Collection of Solid Waste; excepting that Carts which have been refurbished such that they are "like new" may be used so long as their condition is satisfactory as determined by the City Manager.
- All Carts distributed pursuant to this Agreement shall have an identifying serial number hot stamped into the Cart body, or otherwise have an individual identification demarcation affixed to the Cart in a manner acceptable to the City Manager. Contractor shall keep current, and provide to City at the times set forth in this Agreement, a list of each address to which a Cart has been distributed and the serial number (or other acceptable identification) of all Carts at each such address.
- Upon request of any Customer, Contractor shall provide Bins with lids that close securely and which are capable of being locked at rates that do not exceed those set forth in Exhibit A.

EXHIBIT C
MULTI-FAMILY DWELLING RECYCLING PROGRAM

EXHIBIT D
COMMERCIAL RECYCLING PROGRAM

EXHIBIT E

FACILITIES TO BE USED FOR DISPOSAL AND PROCESSING

Contractor shall use the following facilities for the processing, transfer, and/or disposal of all material collected under this Agreement, and shall obtain written advance approval from the City Manager prior to using alternative sites:

[TO BE COMPLETED BASED ON PROPOSAL]

Attachment 3

Sample Proposal Table of Contents

The following is an order that Proposers should adhere to when preparing their proposals:

1) Introductory Requirements

- a) Cover page
- b) Transmittal letter
- c) Table of contents (with corresponding page numbers)

2) Exhibits

- a) Exhibit 1: Rate Schedule
- b) Exhibit 2: Exceptions to Draft Agreement Terms
- c) Exhibit 3: Proposer Business Information
- d) Exhibit 4: Container Specifications
- e) Exhibit 5: Multi-Family Dwelling Recycling Program
- f) Exhibit 6: Commercial Recycling Program
- g) Exhibit 7: Disposal or Diversion Facilities; Operating Facilities
- h) Exhibit 8: Confirming Use of Disposal or Diversion Facilities
- i) Exhibit 9: Implementation Plan
- j) Exhibit 10: Transition Experience
- k) Exhibit 11: Evidence of Ability to Perform
- l) Exhibit 12: Insurance and Surety Evidence
- m) Exhibit 13: Affidavit re Anti-Collusion and No Other Pending Legal Actions
- n) Exhibit 14: Solid Waste Franchise Experience
- o) Exhibit 15: Diversion Rates
- p) Exhibit 16: Community Outreach
- q) Exhibit 17: Residential Sharps Collection Program
- r) Exhibit 18: Proposal Enhancements

Attachment 4

Proposed Rates, Supporting Costs and Operating Data

(SEE EXCEL FILE ATTACHMENTS 4-A to 4-J)

ATTACHMENT 4
RATE, SUPPORTING COST AND OPERATING DATA PROPOSAL FORMS

Table of Contents

<u>Page</u>	<u>Contents</u>
4-A	Proposed Estimated First-Year Rate Revenue
4-B	Proposed Estimated First Year Residential Cart Service Revenue
4-C	Proposed Estimated First Year Bin and Commercial Cart - Proposed Rates
4-D	Proposed Estimated First Year Bin and Commercial Cart - Service Count
4-E	Proposed Estimated First Year Bin and Commercial Cart - Rate Revenue
4-F	Proposed Estimated First Year Roll-Off Box and Temporary Bin Revenue
4-G	Source Separated Commercial Recycling (if proposed)
4-H	Projected Revenue Requirement for First Twelve Months of Franchise Agreement
4-I	Projected Routes and Route Hours
4-J	Tonnage Diversion Plan

ATTACHMENT 4

PROPOSED ESTIMATED FIRST-YEAR RATE REVENUE

Proposing Company:

Confirm that rate revenue is accurately reflected, based upon proposer's proposed rates.

Row	Service Category	Proposed First Year Annual Rate Revenue ⁽¹⁾	Reference
1	Residential Cart Service Revenue	\$ -	Attachment 4-B, Row 8
2	Bin and Commercial Cart Revenue	\$ -	Attachment 4-E, Row 24
3	Proposed Roll-off Box and Temporary Bin Rate Revenue	\$ -	Attachment 4-F, Row 15
4	Total Annual Estimated First-Year Rate Revenue	\$ -	

(1) Inclusive of all City fees.

Failure to complete and submit this form may deem the proposer's proposal non-responsive.

PROPOSED ESTIMATED FIRST YEAR RESIDENTIAL CART SERVICE REVENUE

Proposing Company: _____

Instructions: Propose monthly rate in bold box for standard service. Senior rate shall be 90% of proposed standard rate. Other rates are pre-set at \$0.

Row	Service Category	Monthly Rate	Billing Count	Monthly Revenue	Annual Revenue
1	Standard Rate Per Dwelling Unit	_____	6,126 billing units	\$ -	\$ -
2	Senior Rate	_____	7 billing units	\$ -	\$ -
3	Additional Refuse Cart	_____	107 carts	\$ -	\$ -
4	Additional Recycling Cart	\$ -			
5	Additional Green Waste Cart	\$ -			
6	Walkout Service - Disabled	\$ -			
7	Walkout Service - Other/Paid	_____			
8	Total Revenue				\$ -

Failure to complete and submit this form may deem the proposer's proposal non-responsive.

PROPOSED ESTIMATED FIRST YEAR BIN AND COMMERCIAL CART RATE REVENUE - PROPOSED RATES

Proposing Company: _____

Instructions: Enter all proposed rates in bolded box.

		<u>Rates</u>						
Row	Container Type/Size	1	2	3	4	5	6	7
		Number of Collections per Week						
1	Outside District 1							
2	Refuse Cart - 96 gallon							
3	Refuse Bin - 1 Cubic Yard							
4	Refuse Bin - 1.5 Cubic Yard							
5	Refuse Bin - 2 Cubic Yard							
6	Refuse Bin - 3 Cubic Yard							
7	Refuse Bin - 3 Cubic Yard w/Compactor							
8	Refuse Bin - 4 Cubic Yard							
9	Refuse Bin - 4 Cubic Yard w/Compactor							
10	Refuse Bin - 6 Cubic Yard							
11	Locking Lid Service							
12	District 1							
13	One Refuse Cart - 96 gallon							
14	Refuse Bin - 1 Cubic Yard							
15	Refuse Bin - 1.5 Cubic Yard							
16	Refuse Bin - 2 Cubic Yard							
17	Refuse Bin - 3 Cubic Yard							
18	Refuse Bin - 3 Cubic Yard w/Compactor							
19	Refuse Bin - 4 Cubic Yard w/Compactor							
20	Locking Lid Service							
21	Scout Service							

Failure to complete and submit this form may deem the proposer's proposal non-responsive.

PROPOSED ESTIMATED FIRST YEAR BIN AND COMMERCIAL CART RATE REVENUE - PROPOSED RATES

Proposing Company: _____

Instructions: Enter all proposed rates in bolded box.

Row	Container Type/Size	Service Count						
		1	2	3	4	5	6	7
1	Outside District 1							
2	Refuse Cart - 100 gallon	360						
3	Refuse Bin - 1 Cubic Yard	73	1		1			
4	Refuse Bin - 1.5 Cubic Yard	124	4	1				
5	Refuse Bin - 2 Cubic Yard	362	16	4	1	1	1	
6	Refuse Bin - 3 Cubic Yard	411	170	124	34	18	18	
7	Refuse Bin - 3 Cubic Yard w/Compactor							
8	Refuse Bin - 4 Cubic Yard	43	31	16	11	5	26	1
9	Refuse Bin - 4 Cubic Yard w/Compactor							
10	Refuse Bin - 6 Cubic Yard	6		5				
11	Locking Lid Service	156	32	14	1	3	7	
12	District 1							
13	One Refuse Cart - 100 gallon	130						
14	Refuse Bin - 1 Cubic Yard	14						
15	Refuse Bin - 1.5 Cubic Yard	3						
16	Refuse Bin - 2 Cubic Yard	18	1	1				
17	Refuse Bin - 3 Cubic Yard	15	13	18	10	6	1	
18	Refuse Bin - 3 Cubic Yard w/Compactor							
19	Refuse Bin - 4 Cubic Yard w/Compactor							
20	Locking Lid Service	9	4	3	1			
21	Scout Service	22	6	5				

Failure to complete and submit this form may deem the proposer's proposal non-responsive.

PROPOSED ESTIMATED FIRST YEAR BIN AND COMMERCIAL CART RATE REVENUE - RATE REVENUE

Proposing Company: _____

Instructions: Rate Revenue should automatically calculate. Proposer should confirm calculations.

Row	Container Type/Size	Rate Revenue							Estimated Annual Rate Revenue	
		Number of Collections per Week								
		1	2	3	4	5	6	7		
Outside District 1										
1	Refuse Cart - 100 gallon	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Refuse Bin - 1 Cubic Yard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Refuse Bin - 1.5 Cubic Yard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Refuse Bin - 2 Cubic Yard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Refuse Bin - 3 Cubic Yard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Refuse Bin - 4 Cubic Yard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Refuse Bin - 3 Cubic Yard w/Compactor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Refuse Bin - 4 Cubic Yard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Refuse Bin - 4 Cubic Yard w/Compactor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Refuse Bin - 6 Cubic Yard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Locking Lid Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District 1										
12	One Refuse Cart - 100 gallon	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Refuse Bin - 1 Cubic Yard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Refuse Bin - 1.5 Cubic Yard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Refuse Bin - 2 Cubic Yard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Refuse Bin - 3 Cubic Yard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Refuse Bin - 3 Cubic Yard w/Compactor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Refuse Bin - 4 Cubic Yard w/Compactor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Locking Lid Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Scout Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Monthly Revenue								\$ -	
22	x 12 months								\$ -	
23	Estimated Annual Revenue								\$ -	

Failure to complete and submit this form will deem the proposer's proposal non-responsive.

PROPOSED ESTIMATED FIRST YEAR ROLL-OFF BOX AND TEMPORARY BIN REVENUE

Proposing Company: _____

DATA TO BE PROVIDED IN A SUBSEQUENT ADDENDA			
---------------------------------------------	--	--	--

Instructions: Enter all proposed rates in the bolded boxes below.

Row	Container/Service Type	Customer Rate	Service Count - CY 2013	Estimated Rate Revenue - CY 2013
1	Roll-Off Service			
2	Service Component - including 6 tons disposal/processing, delivery and seven day rental			
3	Standard Roll-Off Box	<input type="text"/> per pull	pulls	\$ -
4	Low Boy Roll-Off Box	<input type="text"/> per pull	pulls	\$ -
5	Compactor (all sizes)	<input type="text"/> per pull	pulls	\$ -
6	Total Service Component		- pulls	\$ -
7	Per ton over 6 tons	<input type="text"/> per ton	tons	\$ -
8	Total Roll-Off Service			\$ -
9	Temporary Bin 3 Cubic Yard	<input type="text"/> per dump	15 dumps	\$ -
10	Estimated Annual Rate Revenue			\$ -

SOURCE SEPARATED COMMERCIAL RECYCLING (if proposed)

Proposing Company:

Instructions: Provide source separated commercial recycling program estimates and attach supporting assumptions and computations for the following:

1	# of Customers with Recycling Containers	 customers
2	Total Number of Recycling Containers:	
3	- Recycling Bins	 bins
4	- Recycling Carts	 carts
5	Total Yards per Week of Recycling Container Capacity (1)	 yards/week
6	Estimated Reduction in Refuse Service Container Capacity	 yards/week
7	Estimated Annual Recycling Rate Revenues (2)	 per year
8	Estimated Annual Reduction in Refuse Service Rate Revenue	 per year
9	Net Annual Rate Revenue Increase (Decrease)	 per year

- (1) Conversion Factor: 201.98 gallons/yard
- (2) Billed at 50% of refuse rate.

**If Proposing a Source Separated Commercial Recycling Program -
Failure to complete and submit this form may deem the proposer's proposal non-responsive.**

PROJECTED REVENUE REQUIREMENT FOR THE FIRST TWELVE MONTHS OF FRANCHISE AGREEMENT

Proposing Company: _____

Instructions: Fill in boxes outlined in bold.

Row	Residential Cart Service				Bin Service		Roll-Off Service	Bulky Item Pickup, Holiday Trees, Special Events, Clean-up Days, All Other	Total Annual Revenue Requirement
	Refuse	Recyclables	Yard Waste	Refuse	Recyclables				
1	<u>Operations</u>								
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ 50,000
12									\$ 25,000
13									\$ 20,000
14									\$ 21,429
15									\$ -
16									\$ -
17	TOTAL REVENUE REQUIREMENT								
18									\$ -
19									\$ -
20									\$ -

(a) Includes vehicle maintenance, vehicle insurance, fuel, uniforms and other route costs.

(b) Includes actual disposal costs at landfill, net of transfer, transport and processing to be included on Row 3.

(c) Biennial audits annualized assuming one \$60,000 and two \$40,000 audits during the term.

(d) \$150,000 amortized over the seven-year base term of the agreement.

Failure to complete and submit this form may deem the proposer's proposal non-responsive.

PROJECTED ROUTES AND ROUTE HOURS

Proposing Company: _____

Instructions: Fill in boxes outlined in bold.

Row	Route Type	Routes Per Day							Total Route Days/Week	Hours per Route per Day (1)	Total Route Hours Per Week (2)	# of Crew on Route
		Mon	Tues	Wed	Thurs	Fri	Sat	Sun				
1	Automated Refuse Routes											
2	Automated Recycling Routes											
3	Automated Green Waste Routes											
4	Refuse Bin Routes											
5	Recycling Bin Routes											
6	Bulky Item Pickup Routes											
7	Roll-Off Box Routes											
8	Scout Vehicle Routes											
9	Other: _____											
10	Other: _____											
11	Total Routes											

(1) For example, 8, 9 or 10 hours per day.

(2) Total Route Days/Week multiplied by Hours Per Route per Day.

Failure to complete and submit this form may deem the proposer's proposal non-responsive.

TONNAGE DIVERSION PLAN

Proposing Company: _____

Instructions: Provide projected diversion. Fill in boxes outlined in bold. Confirm automatic calculations.

Row	Waste Stream	Annual Tons Collected (from 4H, row 18)	Annual Tons Diverted							Total Diverted	Tons Diverted as % of Tons Collected	
			Commingled Recycling	Greenwaste	C&D	Transformation	Mixed Waste Processing	Food Waste	Other (1)			
1	Residential Cart Refuse	-										
2	Residential Cart Recyclables	-										
3	Residential Cart Greenwaste	-										
4	Bin Refuse	-										
5	Bin Recyclables	-										
6	Roll-Off Service	-										
7	Holiday Trees / Bulky Items / Citywide Cleanups / Special Events	-										
8	Total	-	-	-	-	-	-	-	-	-	-	-
9	Minimum Recovery Rate for Processing Mixed Refuse (refuse loads only, excluding all source separated loads):											

(1) Describe "Other" programs below:

Failure to complete and submit this form may deem the proposer's proposal non-responsive.

Attachment 5

Affidavit Re Anti-Collusion and No Other Pending Legal Actions

THIS ATTACHMENT MUST BE COMPLETED IN ORDER FOR PROPOSER'S BID TO BE CONSIDERED.

The undersigned, being first duly sworn, deposes and says:

I have the legal authority to execute this affidavit on behalf of _____ ("Proposer").

Proposer has not directly or indirectly induced, solicited, colluded with, or agreed with any other person, potential proposer(s), or actual proposer(s) to refrain from submitting a proposal, to control the price of a proposal, nor to limit the scope of a proposal or number of proposers.

Proposer further has not and will not share the information to be contained in Proposer's sealed proposal to any other person, potential proposer(s), or actual proposer(s) until the sealed proposals are opened by the City of Huntington Park ("City"). The prohibition does not extend to those that have a partnership or other similar financial interest in Proposer.

Proposer has not directly or indirectly induced, solicited, colluded with, or agreed with any City official, officer, employee, or representative to as to the price or scope of services in the solid waste agreement, nor have there been any conversations between Proposer and any City official regarding the exchange of money or other things of value for special consideration in the award of said solid waste agreement.

Proposer has not made any payment, donation, nor agreed to pay or agreed to make a donation either directly or indirectly to any City official, officer, employee, or representative for special consideration in the award of said solid waste agreement.

Proposer is not aware of any other pending legal actions against Proposer with respect to contracts for solid waste handling services, alleged safety violations, including OSHA violations, and other alleged violations of applicable labor laws other than those Proposer disclosed in its Request for Proposal submittal.

Executed under penalty of perjury on this _____ day of _____, at _____.

BY: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, _____.

(Seal of Notary)

Signature of Notary

Attachment 6

CORPORATE GUARANTY

THIS GUARANTY (the “Guaranty”) is given as of the ____ day of ____, 2014, and is made with reference to the following facts and circumstances:

A. _____, hereinafter (“Contractor”) is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by _____, (“Guarantor”).

B. Contractor and the City of Huntington Park (“the City”) have negotiated a franchise agreement entitled “Agreement Between the City of Huntington Park and _____, for Solid Waste Handling Services” dated as of _____, (hereinafter “Agreement”). A copy of this Agreement is attached hereto.

C. It is a requirement of the Agreement, and a condition to the City entering into the Agreement, that Guarantor guaranty Contractor’s performance of the Agreement.

D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely payment, performance, satisfaction and observation by Contractor of each and every term and condition of the Agreement which Contractor is required to pay, perform, satisfy or observe. In the event that Contractor fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully pay, perform, satisfy or observe them in the place of the Contractor or cause them to be paid, performed, satisfied or observed (including by causing the services required of Contractor to be performed by a Solid Waste Enterprise acceptable to City). Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Contractor due to its breach of the Agreement. Guarantor further agrees to indemnify City against any losses City may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by City of any of its rights and remedies under the Agreement, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by City of any of its rights against Guarantor hereunder.

2. **Guarantor’s Obligations Are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and, with respect to any payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Agreement. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall

be entitled to all defenses, if any, that would be available to the Contractor in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

3. Waivers. Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of Contractor; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against Contractor; or (4) any merger or consolidation of Contractor with any other corporation, or any sale, lease or transfer of any or all the assets of Contractor. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Sections 2845, 2846, 2849, and 2850, including without limitation, the right to require the City to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the City to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty.

The Guarantor hereby expressly waives, diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. Term. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this

Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder as long as there is any claim by the City against Contractor arising out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.

5. **No Waivers.** No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees in the event of Guaranty's breach of its obligations, Guaranty shall pay City's reasonable attorney's fees and all other reasonable costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law: Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts with venue resting in Los Angeles County. Guarantor appoints the following Person as its agent for service of process in California:

With a copy by certified mail to:

8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

Attachment 7

PERSONAL GUARANTY

THIS GUARANTY (the "Guaranty") is given as of the 1st day of _____, 2014, and is made with reference to the following facts and circumstances:

- A. _____ ("Personal Guarantor") is the _____ of _____, a California Corporation ("Contractor").
- B. Personal Guarantor is the beneficial owner of approximately _____ of the equity of Contractor.
- B. Contractor has entered a franchise agreement with the City of Huntington Park ("City") with an Effective Date of _____, entitled "Agreement Between City of Huntington Park and _____, for Solid Waste Handling Services" (the "Franchise").
- C. It is a requirement of the Franchise that Personal Guarantor guarantee Contractor's performance of the Franchise.
- D. Personal Guarantor is providing this Guaranty to induce the City to approve the Franchise.

NOW, THEREFORE, in consideration of the foregoing, Personal Guarantor agrees as follows:

1. Guaranty of the Franchise. Personal Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Franchise which Contractor is required to pay, perform, satisfy or observe. In the event that Contractor fails to pay, perform, satisfy or observe any of the terms and conditions of the Franchise Personal Guarantor will promptly and fully pay, perform, satisfy or observe them in the place of the Contractor (including by causing the services required of Contractor to be performed by a Solid Waste Enterprise acceptable to City). Personal Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Contractor due to its breach of the Franchise. Personal Guarantor further agrees to indemnify City against any losses City may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by City of any of its rights and remedies under the Agreement, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by City of any of its rights against Personal Guarantor hereunder.
2. Personal Guarantor's Obligations Are Absolute. The obligations of the Personal Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and, with respect to any payment obligation of Contractor under the Franchise, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Franchise. In any action brought against the Personal

Guarantor to enforce, or for damages for breach of, his obligations hereunder, the Personal Guarantor shall be entitled to all defenses, if any, that would be available to the Contractor in an action to enforce, or for damages for breach of the Franchise (other than discharge of, or stay of proceedings to enforce, obligations under the Franchise under bankruptcy law).

3. Waivers. Except as provided herein the Personal Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from his obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Contractor; (2) the actual or purported rejection by a trustee in bankruptcy of the Franchise, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Franchise; (3) any waiver with respect to any of the obligations of the Franchise guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against the Contractor; or (4) any merger or consolidation of the Contractor with any other corporation, or any sale, lease or transfer of any or all the assets of the Contractor. Without limiting the generality of the foregoing, Personal Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Personal Guarantor hereby waives any and all benefits and defenses under California Civil Code Sections 2845, 2846, 2849, and 2850, including without limitation, the right to require the City to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Personal Guarantor's benefit, and agrees that the City may proceed against Personal Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guaranty.

The Personal Guarantor hereby waives and agrees to waive at any future time at the request of the City to the extent now or then permitted by applicable law, any and all rights which the Personal Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of his obligations under, or to terminate, cancel, quit or surrender this Guaranty.

The Personal Guarantor hereby expressly waives, diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Personal Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Personal Guarantor or Contractor prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. Term. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Franchise have been fully performed or

otherwise discharged and Personal Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Contractor's obligations under the Franchise. Personal Guarantor shall not be released of his obligations hereunder as long as there is any claim by the City against Contractor arising out of the Franchise based on Contractor's failure to perform which has not been settled or discharged.

5. No Waivers. No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Personal Guarantor shall be a waiver of any obligation of Personal Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Personal Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

6. Attorney's Fees. In addition to the amounts guaranteed under this Guaranty, Personal Guarantor agrees in the event of Contractor's breach of its obligations to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. Governing Law: Jurisdiction. This Guaranty is and shall be deemed to be a contract entered into in, and pursuant to the laws of, the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Personal Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Personal Guarantor consents to personal jurisdiction over it by such courts, with venue resting in Los Angeles County, California.

8. Severability. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. Binding on Successors. This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Personal Guarantor and his heirs and/or assigns.

10. Prohibition Against Assignment. Personal Guarantor may not assign his obligations herein without the City's prior written consent.

11. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City:
To the Personal
Guarantor: [address]

Personal Guarantor:

By: _____

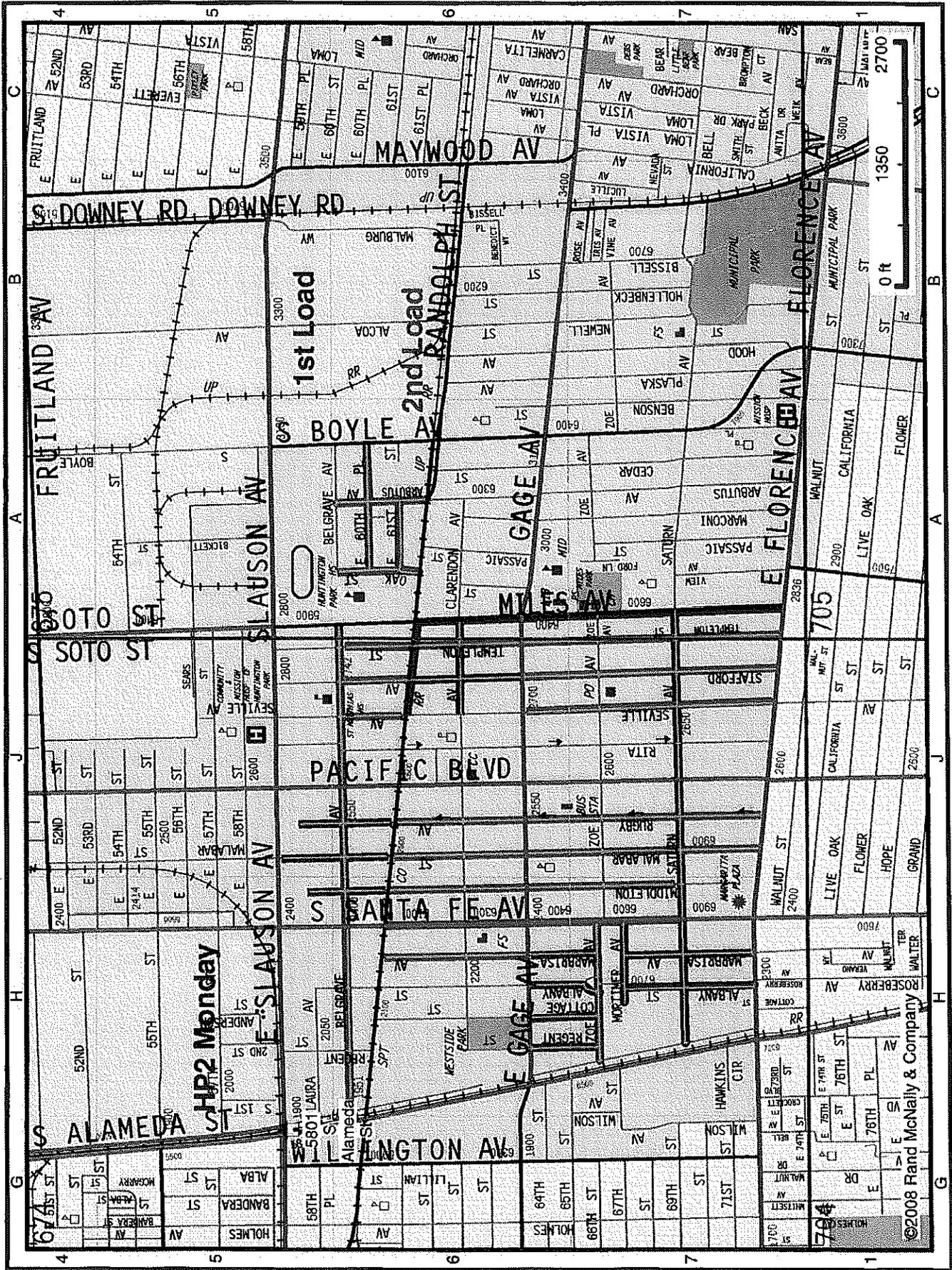
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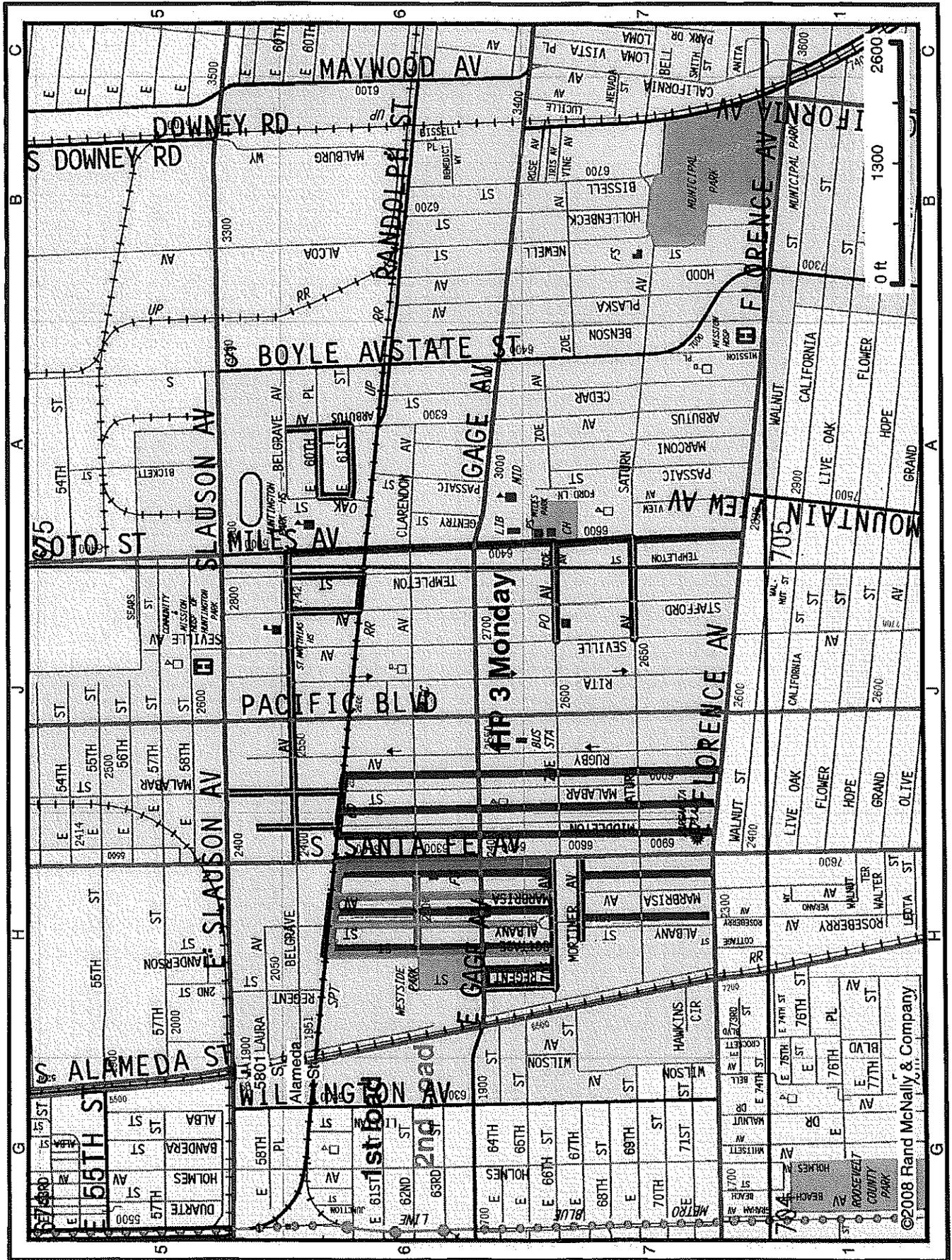
Attachment 8

Waste Management Current Residential Route Schedule

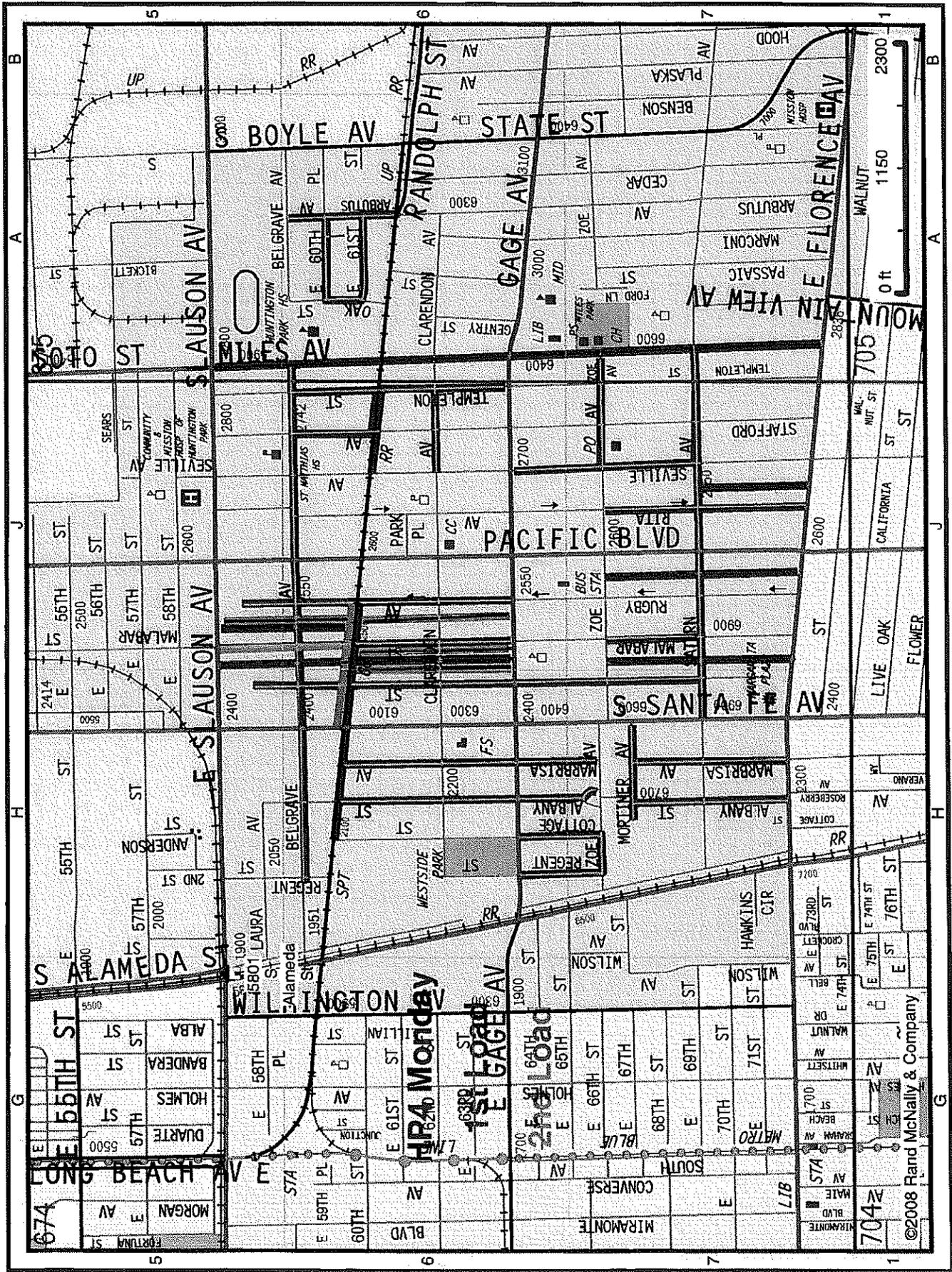
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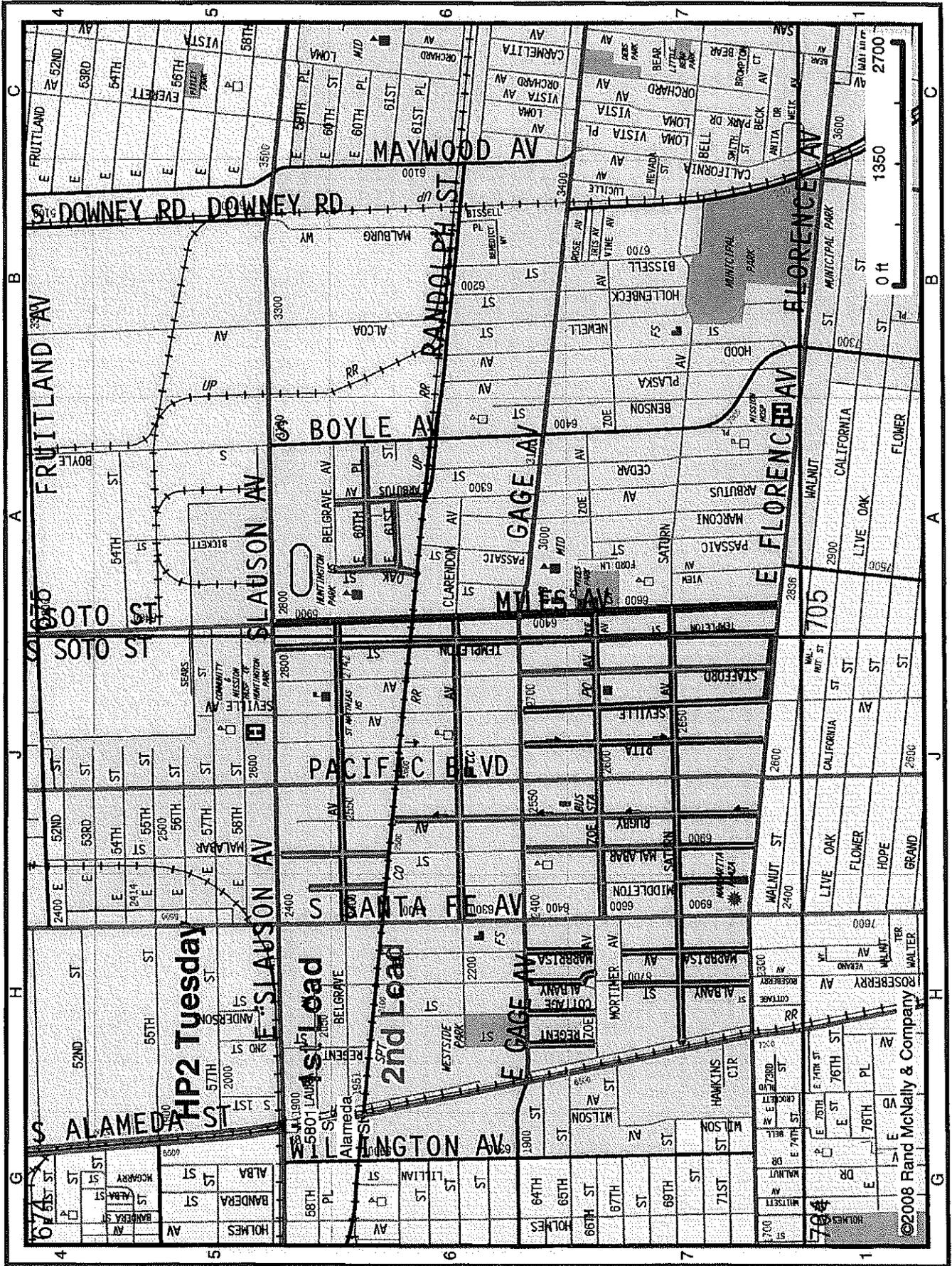
- HP -2 Services Trash
- HP -3 Services Recycle
- HP -4 Services Green waste





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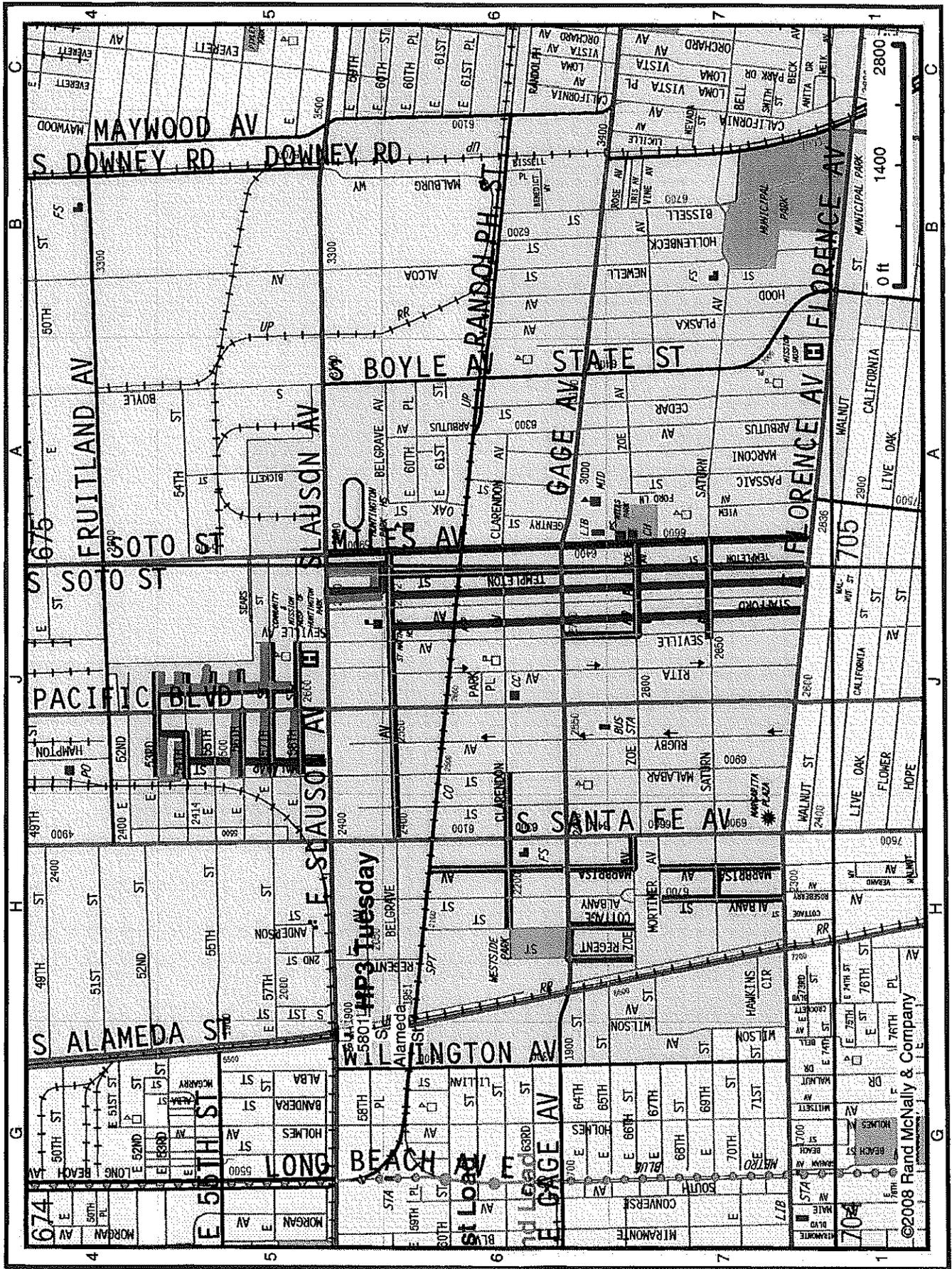
HP2 Tuesday

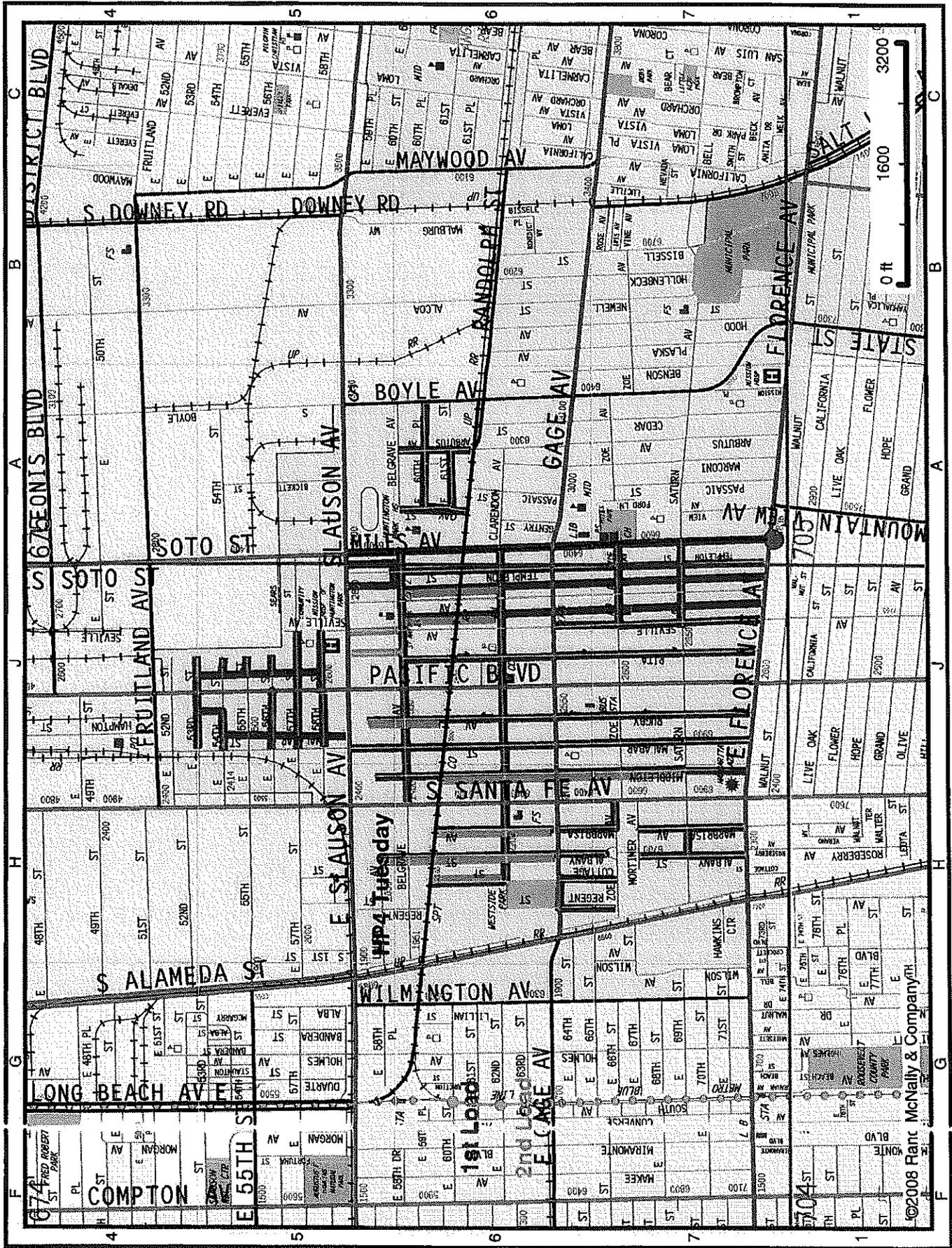
1st Lead

2nd Lead

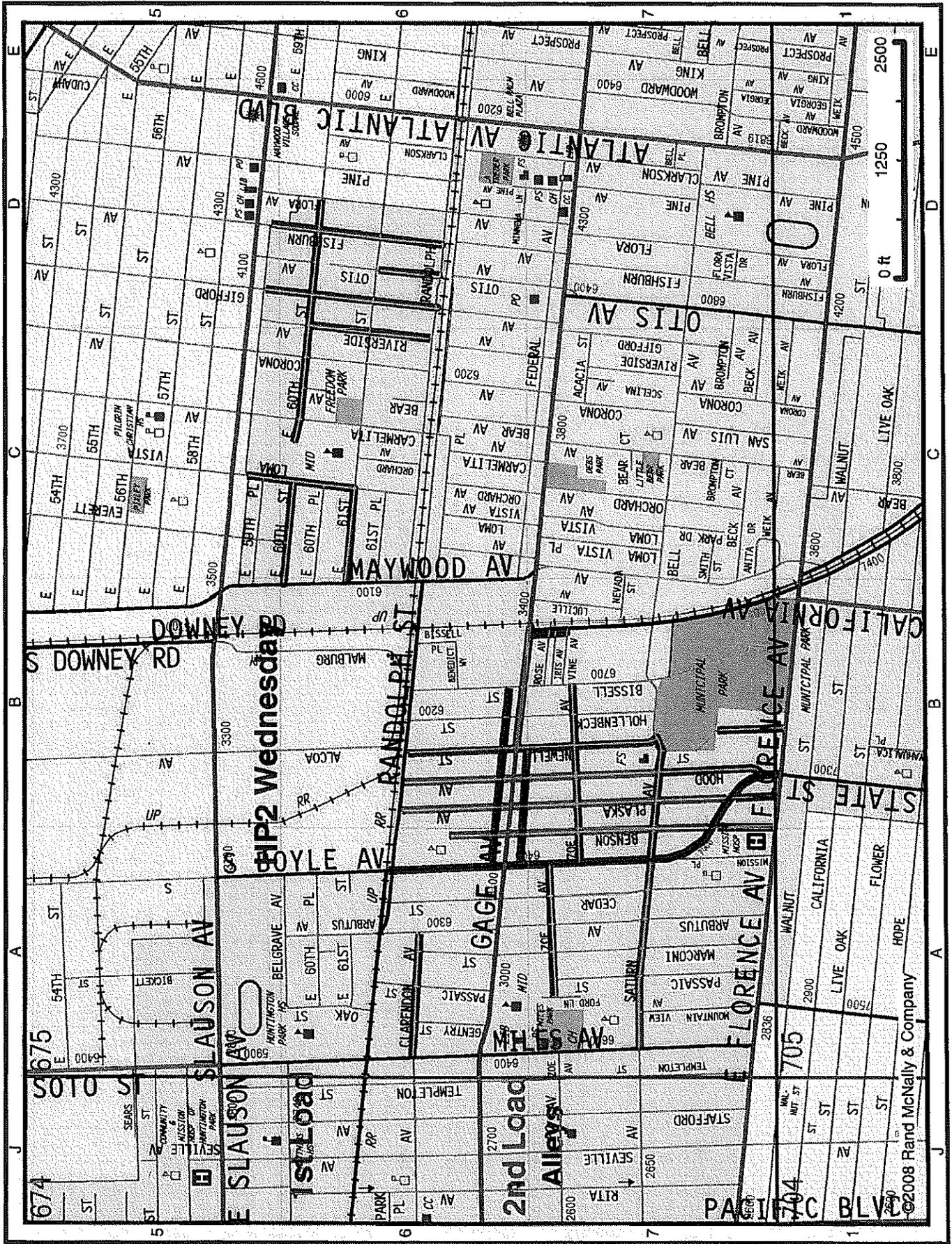
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5801 S Alameda St: Huntington Park, CA 90001, 674 - G5

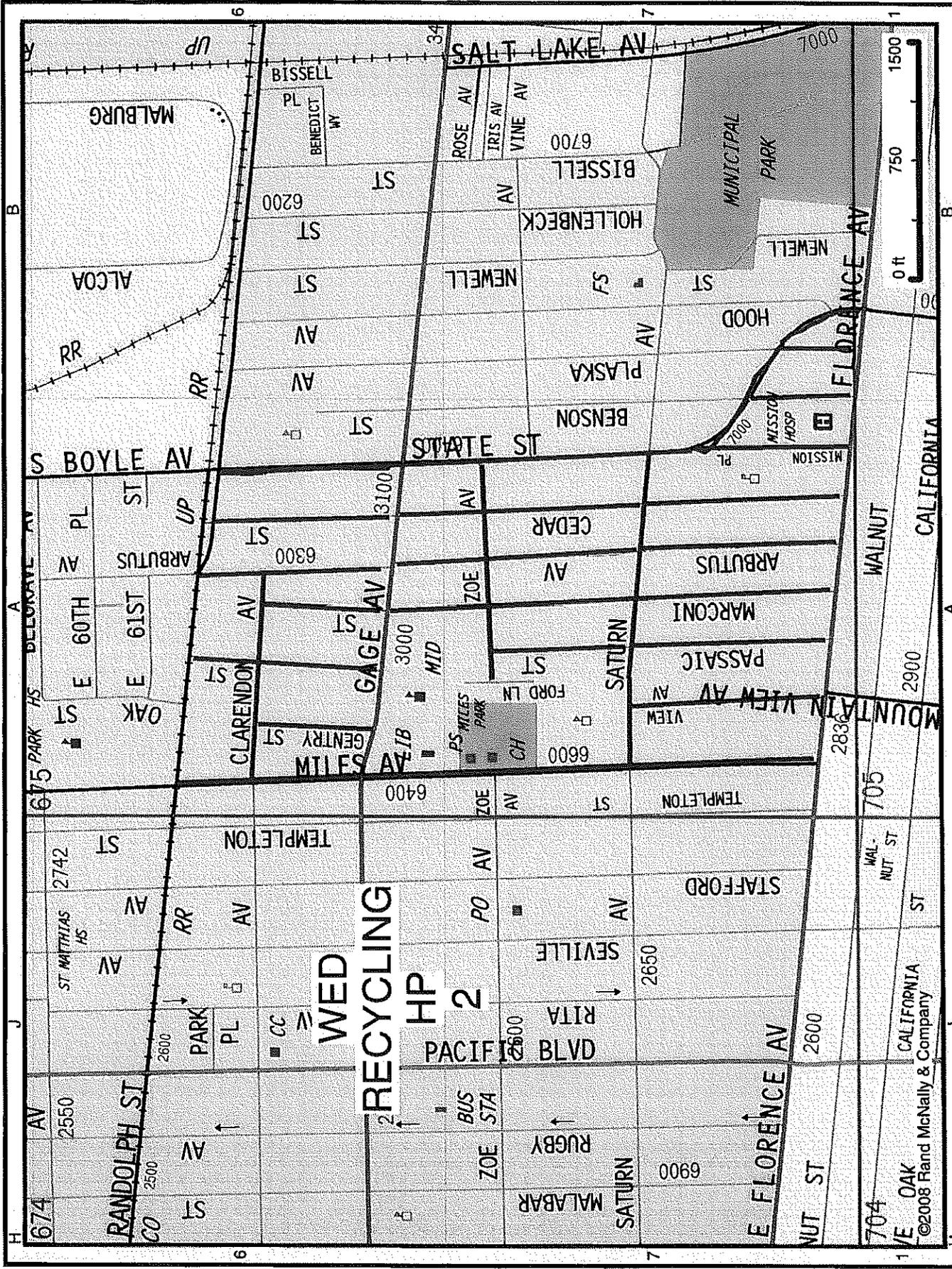




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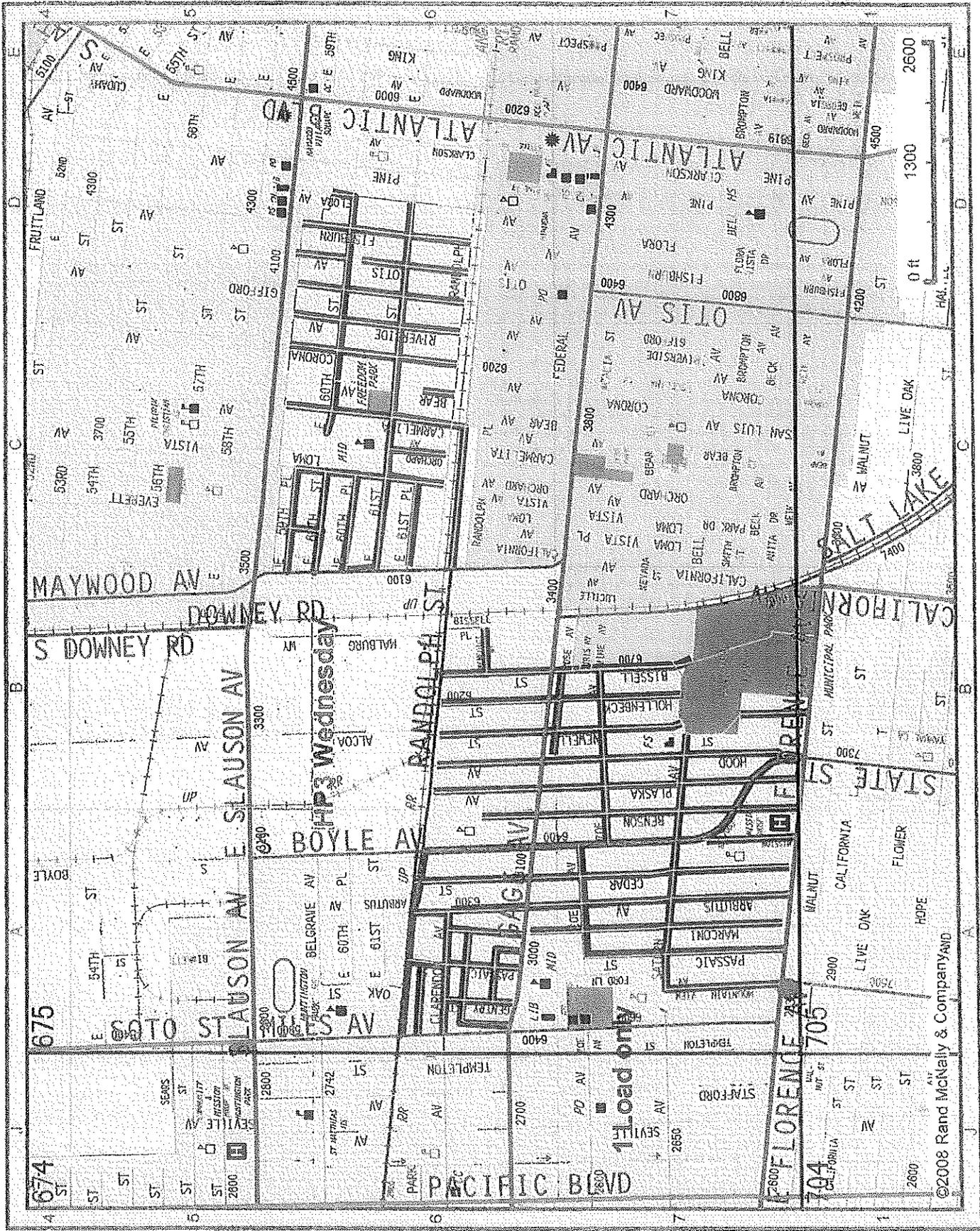


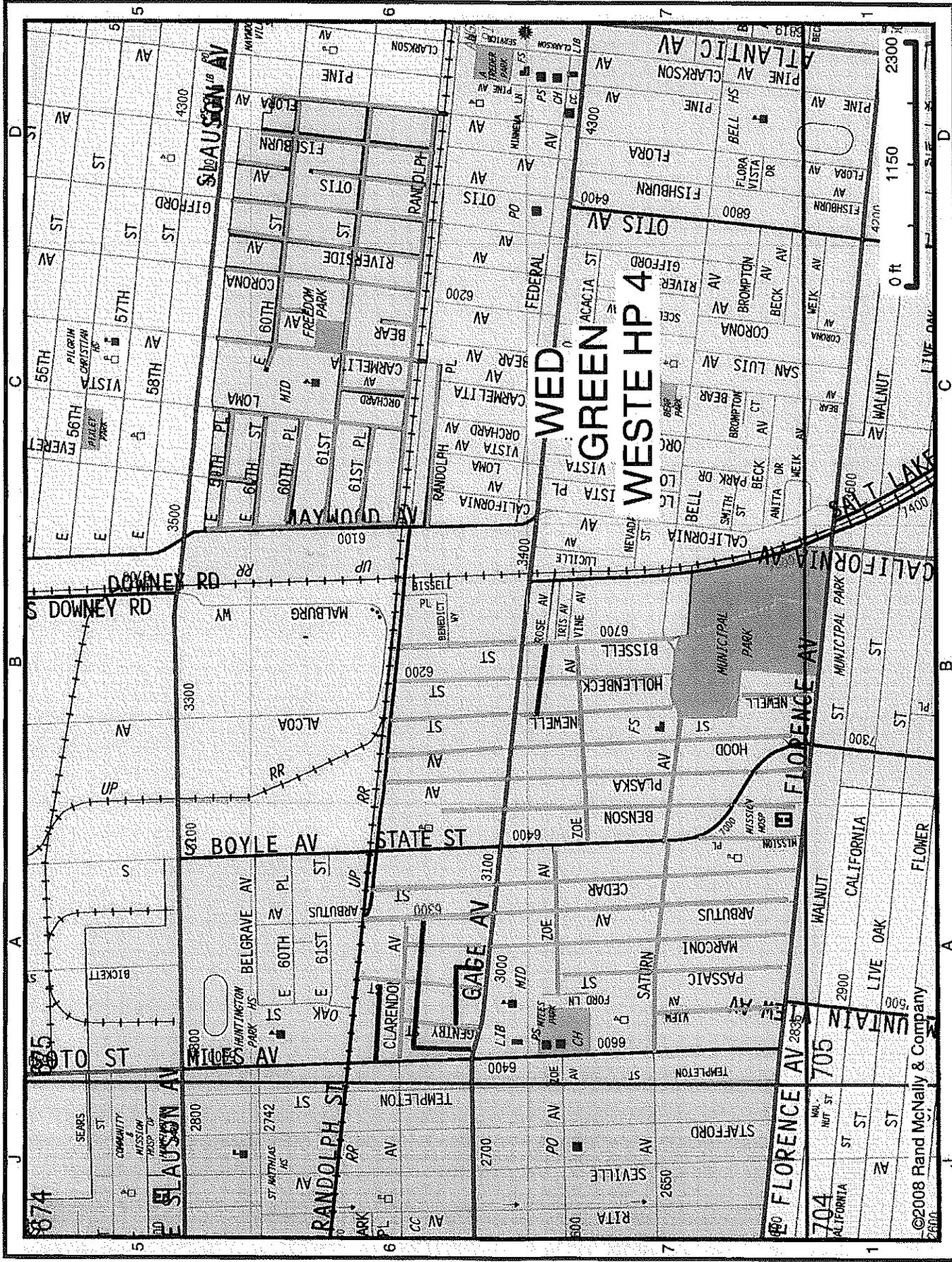
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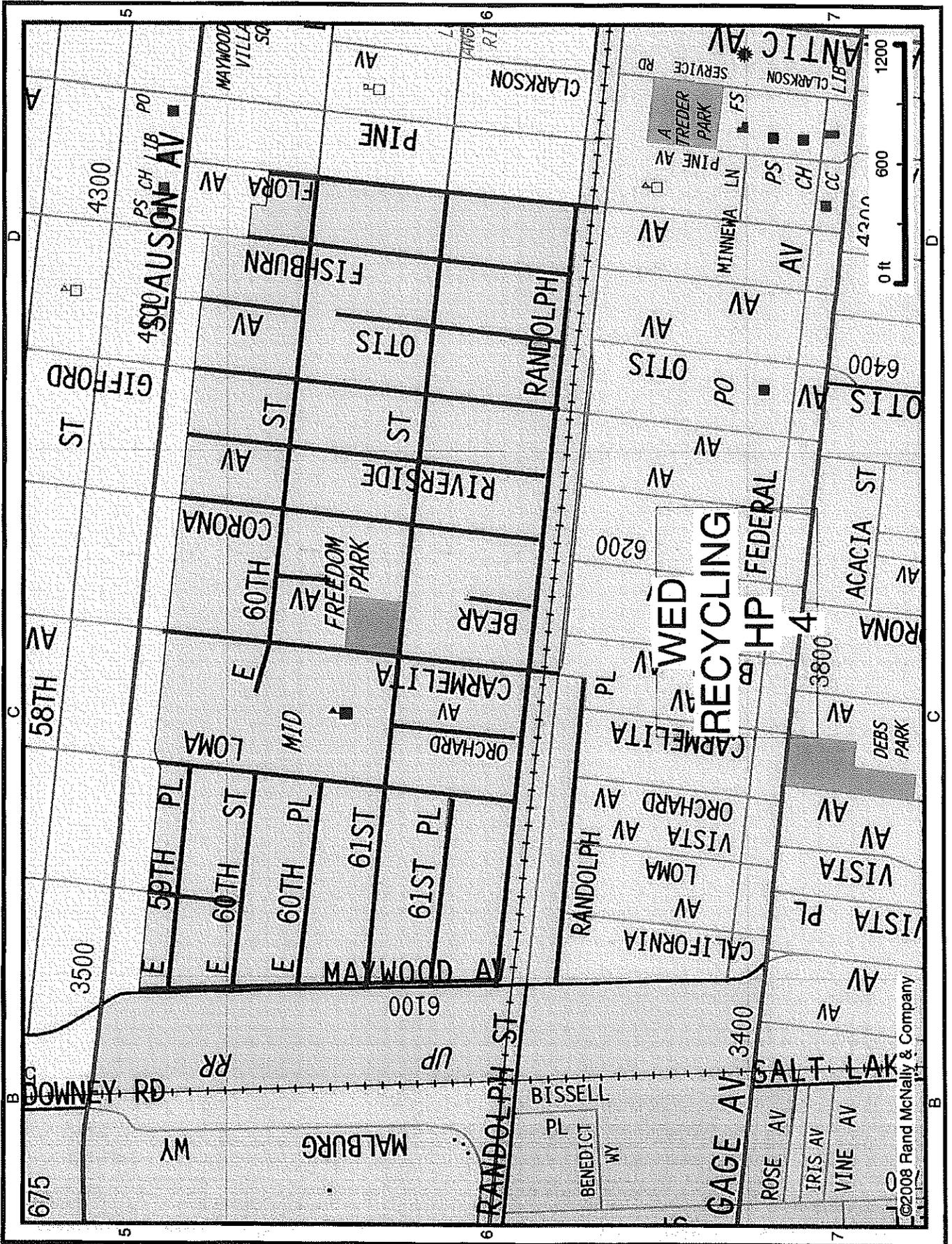
**WED
RECYCLING
HP 2**

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2600



675

3500

DOWNEY RD

WY

MALBURG

6100

UP

RANDOLPH ST

BISSELL

BENEDICT WY

GAGE AV 3400

ROSE AV

IRIS AV

VINE AV

GALT LAK

58TH AV

GIFFORD ST

E 59TH PL

E 60TH ST

E 60TH PL

61ST

61ST PL

AV DOOMAY

LOMA

MID

E 60TH AV

FREEDOM PARK

CARMELITA

ORCHARD AV

BEAR

CORONA

RIVERSIDE ST

OTIS ST

FISHBURN AV

FLORA AV

PINE AV

CLARKSON

MAYWOOD VILLA SQ

CALIFORNIA AV

VISTA PL

LOMA AV

VISTA AV

ORCHARD AV

CARMELITA PL

AV

WED RECYCLING

HP FEDERAL

6200

AV

AV

OTIS AV

AV

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ANTIC AV

CLARKSON LIB

MINNEVA LN

PS

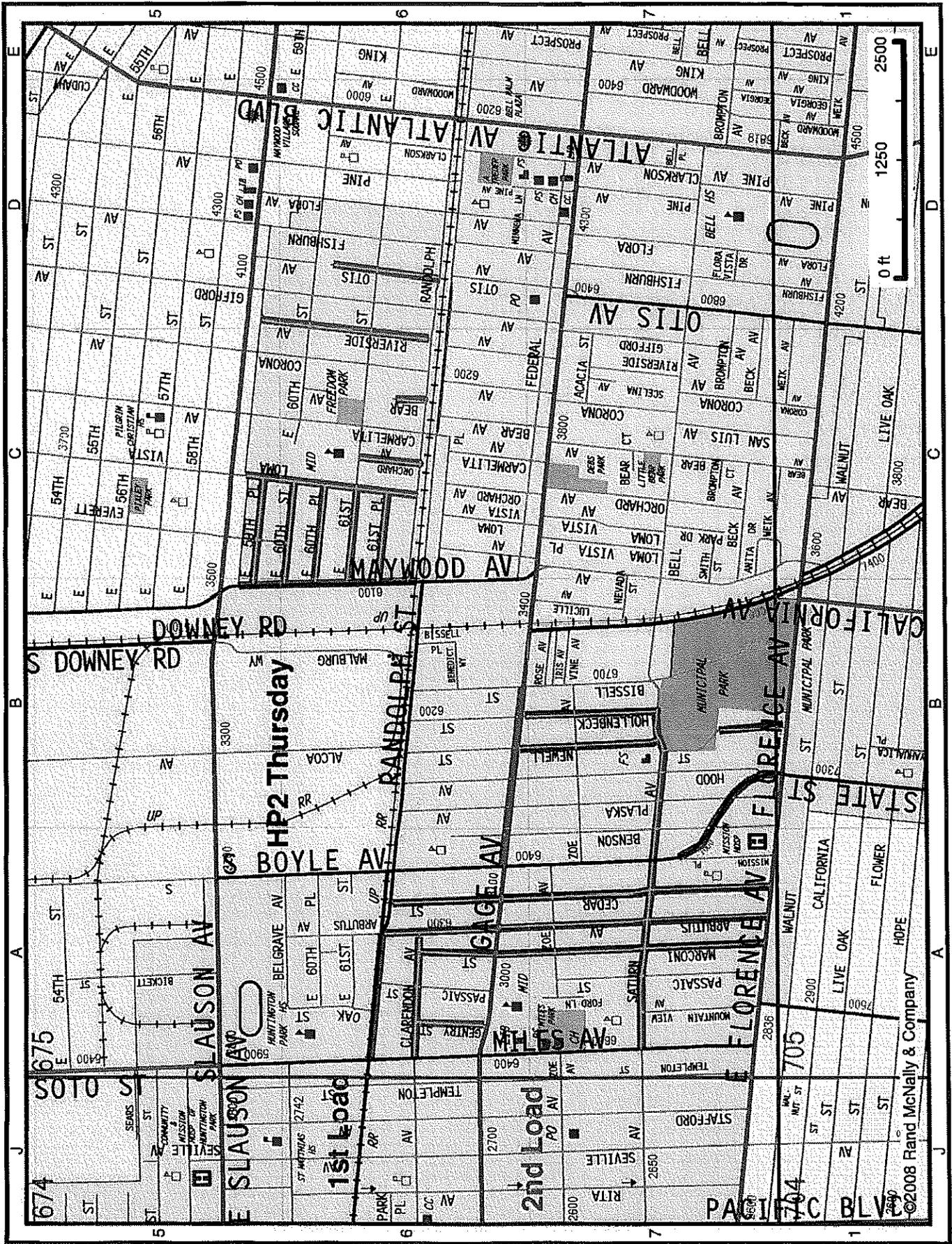
CH

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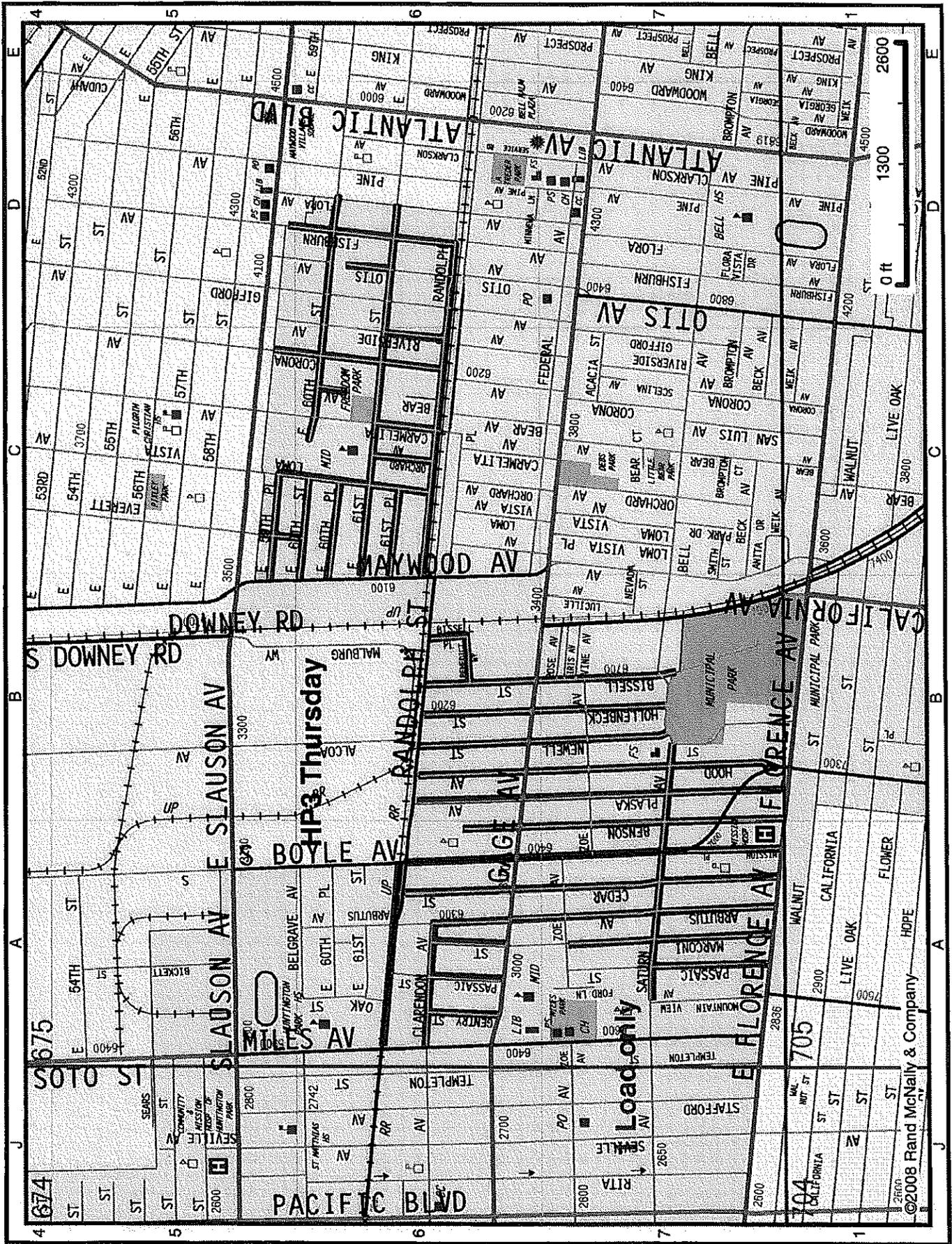
AV



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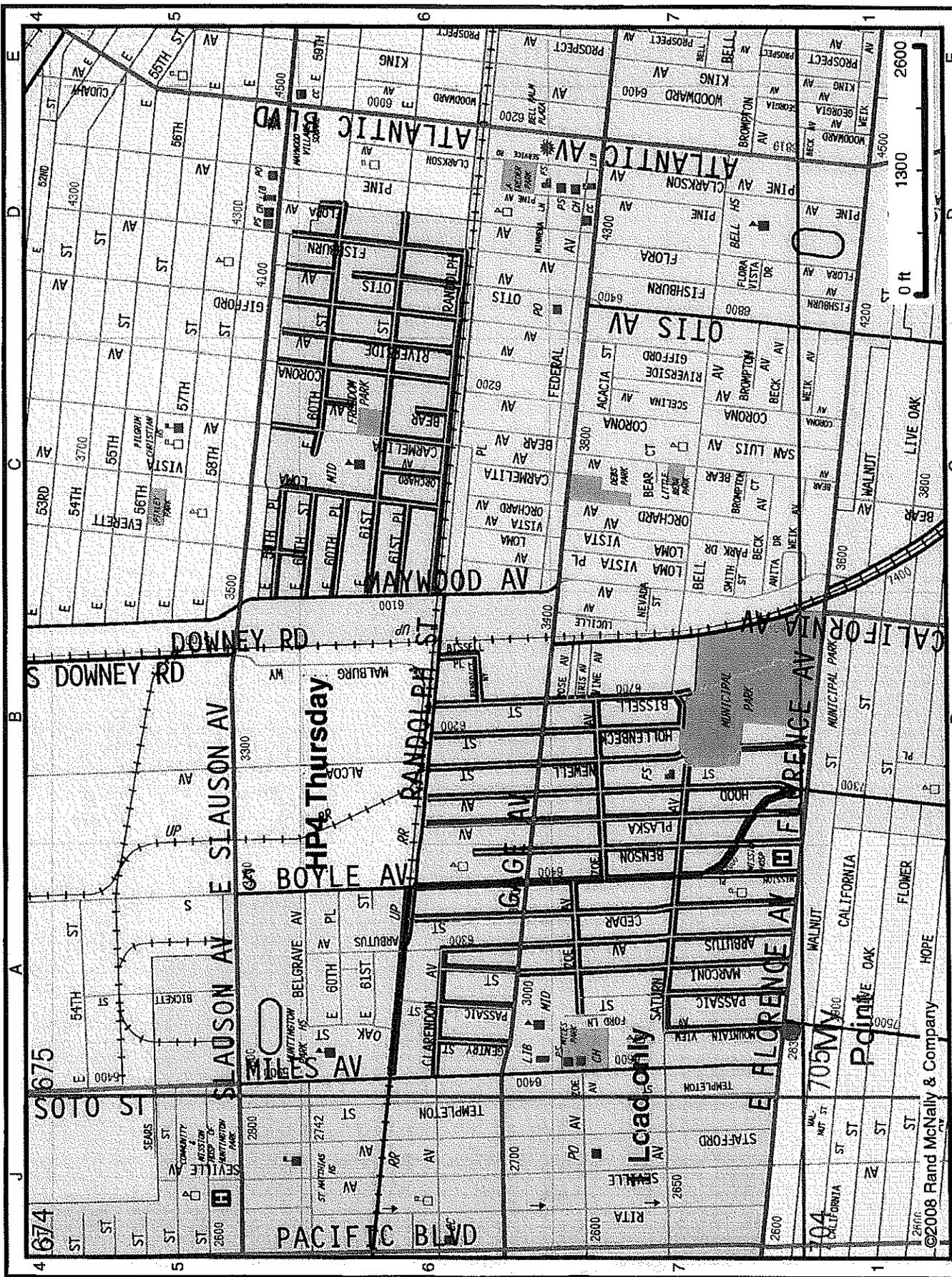
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HP3 Thursday

Load only

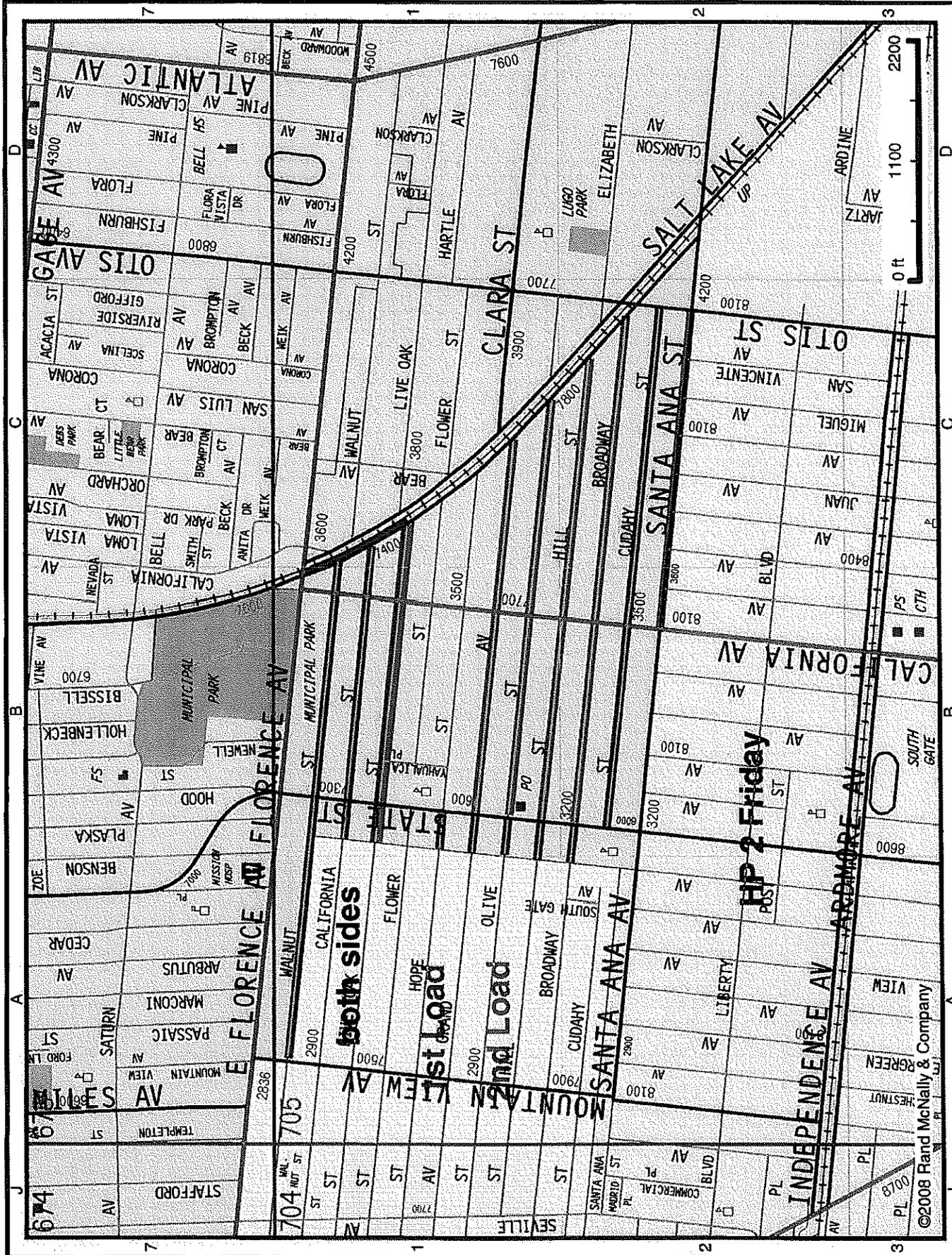
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HPA Thursday

Lead only

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HP 2 Friday

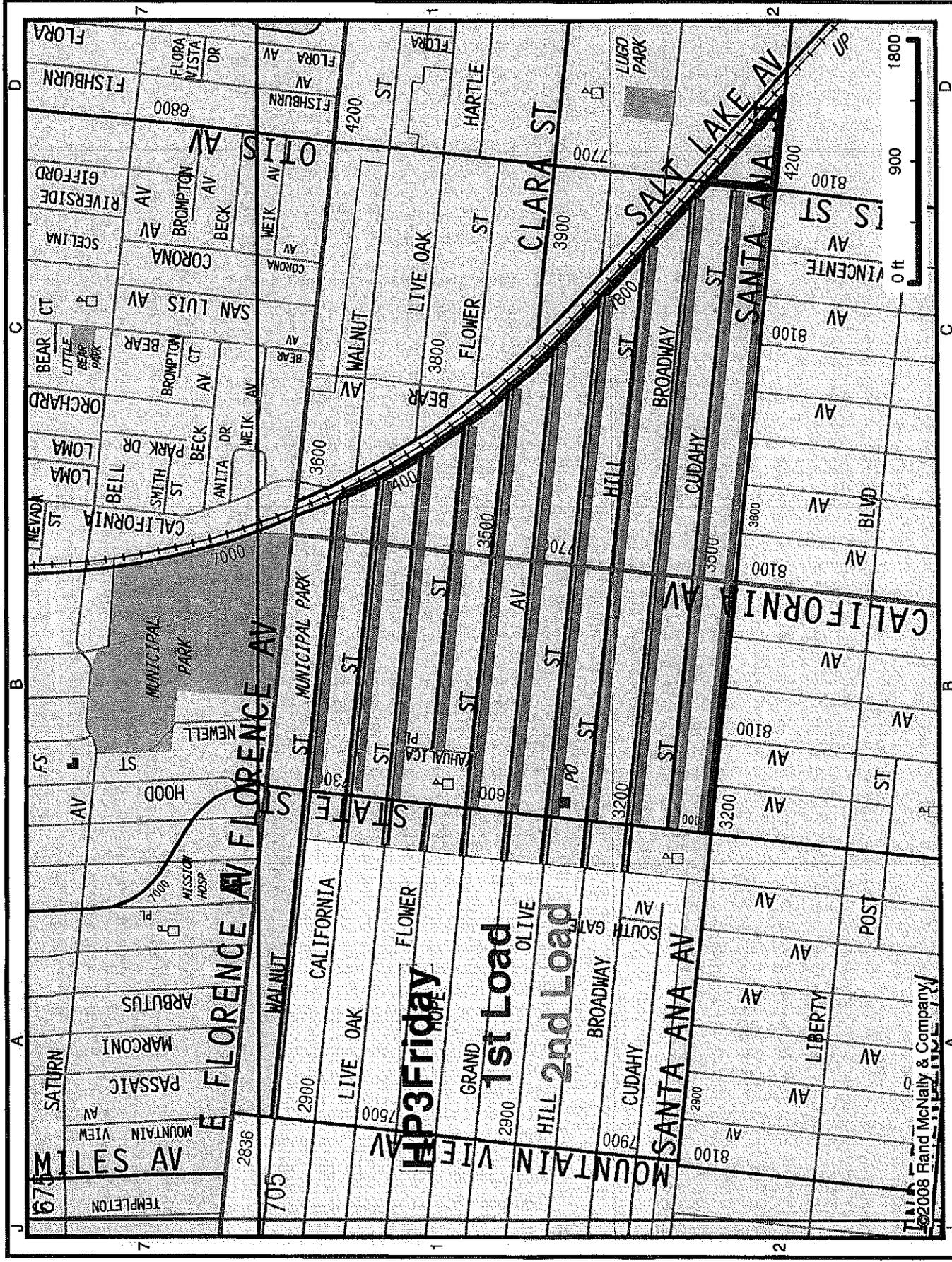
POST

both sides

1st Load

2nd Load

©2008 Rand McNally & Company



HP3Friday
HOPE

1st Load

2nd Load

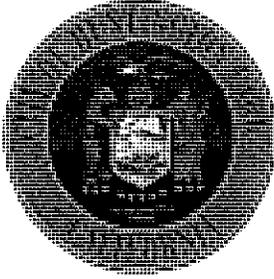
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ATTACHMENT "B"

Request for Proposals

Schedule

Project Activity	Scheduled Completion Date
City Council authorizes RFP to be published	March 17, 2014
RFP is published	March 18, 2014
Pre-proposal Conference	April 7, 2014
Last day to submit written questions	April 9, 2014
Proposals due by 2:00 pm	May 20, 2014
City Council target date to award Franchise Agreement	August 18, 2014
Start new service (Commercial)	On or before January 1, 2015
Start new service (Residential)	January 1, 2015



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 17, 2014

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

Dear Mayor and Members of the City Council:

APPROVE CHANGE IN WORK FOR THE CITY-WIDE LIGHT EMITTING DIODE (LED) STREET LIGHT RETROFIT AND UPGRADE PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Find that the requested Change in Work (Attachment A) has no significant effect on the environment and approve the change and an increased construction contract amount of \$249,212. The contract amount with Flatiron Electric Group, Inc. (Flatiron) increases from \$583,600 to \$832,812.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 18, 2013, the City Council authorized award of a construction contract to Flatiron in the amount of \$583,600. The contract was executed and the contractor has submitted Faithful Performance and Labor and Materials Bonds and insurance certifications.

The purpose of the recommended action is to obtain the City Council's approval for changes in the construction contract and related cost increases to add additional LED street light fixtures because the low bid received was under budget.

The total construction change order amount included in this request is \$249,212.84, which is covered by the approved contingency fund. The descriptions of the changes, estimated cost, and the necessary time extension for the proposed change order to the construction contract are detailed in the Attachment A.

The project completion date remains unchanged and will be completed by May 30, 2014.

APPROVE CHANGE IN WORK FOR THE CITY-WIDE LIGHT EMITTING DIODE (LED) STREET LIGHT RETROFIT AND UPGRADE PROJECT

March 17, 2014

Page 2 of 3

FISCAL IMPACT/FINANCING

There will be no impact to the General Fund as a result of this action. The cost of the proposed project will be covered entirely by Proposition 1B funds received from the State of California in the amount of \$965,000.

The Total Project Budget remains at \$965,000 as presented in Attachment B.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Huntington Park Municipal Code and Section 5 of the Finance Department Policy and Procedure Manual require the City Council to authorize change orders to construction contracts that exceed \$25,000.

CONTRACTING PROCESS

The authorized contract with Flatiron, provides that the contractor be compensated for the work resulting from changes to the original plans and specifications or changed conditions encountered during the course of construction. The costs for this change were negotiated under the provisions of the contract specifications based on the unit prices per fixture for materials and installation multiplied by the number of added fixtures.

NEGATIVE DECLARATION / ENVIRONMENTAL IMPACT REPORTS

The changes in work as described above and in the attachment do not change any conditions that resulted in the original environmental findings.

APPROVE CHANGE IN WORK FOR THE CITY-WIDE LIGHT EMITTING DIODE (LED) STREET LIGHT RETROFIT AND UPGRADE PROJECT

March 17, 2014

Page 3 of 3

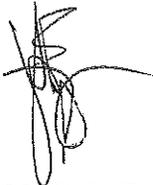
CONCLUSION

Upon City Council approval of the recommended actions, staff will execute the contract change order documents with Flatiron Electric Group, Inc. and proceed with the completion of the construction of this project.

Respectfully submitted,



RENÉ BOBADILLA, P.E.
City Manager



JAMES A. ENRIQUEZ, P.E.
Director of Public Works / City Engineer

ATTACHMENTS

- A. Change in Work (Authorization)
- B. Revised Total Project Budget

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK

ATTACHMENT A

CHANGE IN WORK (AUTHORIZATION)

March 17, 2014

CITY-WIDE LIGHT EMITTING DIODE (LED) STREET LIGHT RETROFIT AND UPGRADE PROJECT

Project Description:

The Project includes the replacement of street light fixtures with brighter, more reliable and energy efficient LED fixtures that will increase vehicle and pedestrian safety and improve the flow of traffic during the nighttime hours.

Changes in Work:

(1)	Add photocells to 88 fixtures, one for each circuit	<u>\$ 5,875.84</u>
(2)	Add 300 Type "B" fixtures with photocell, including materials and labor. This includes the majority of the safety lights at intersection traffic signals city-wide.	<u>\$ 143,454.00</u>
(3)	Add 13 Type "A" fixtures and 238 Type "B" fixtures that were excluded from the quantities tabulated for the original bid package.	<u>\$ 99,883.00</u>
	Total Changes in Work	\$ 249,212.84

Description of Changes:

(1) Each light circuit operates on a photocell that is installed in one of the light fixtures on the circuit. The original bid does not include fixtures with photocells. The recommended change in work adds the cost for the photocell for 88 fixtures, one for each circuit.

(2) The original bid did not include the safety lights at traffic intersection signal poles. The recommended change in work adds 300 Type "B" fixtures with photocells covering the majority of the intersections throughout the City.

(3) The quantities included in the original bid proposal were intentionally reduced to ensure the bids received were within the approved Prop 1B budget. The low bid was lower than anticipated and provided additional funding capacity to add more fixtures to cover more of the City's lighting system. The unit prices for the additional fixtures are at the same price as bid.

There is no change in the time of completion as a result of this change in work and the completion date remains May 30, 2014.

Revised Contract Amount:

Original contract amount	\$ 583,600.00
Changes in work previously approved by City Council	0.00
Changes in work to be authorized	<u>\$ 249,212.84</u>
Revised contract amount	<u>\$ 832,812.84</u>
Percent total change to original contract amount	42.7%

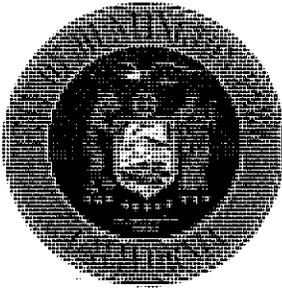
ATTACHMENT "B"

**CITY-WIDE LIGHT EMITTING DIODE (LED) STREETLIGHT RETROFIT AND
UPGRADE PROJECT**

**TOTAL PROJECT BUDGET
As of March 17, 2014**

Project Activity	Estimated Cost
Construction (Flatiron Electric Group, Inc.)	\$ 583,600
Change Orders (Nos. 1 to 3)	249,212.84
Construction Management / Inspection (AIM Consulting Services)	29,925
Downtown LED Lighting (Winterland, Inc.)	30,461
Downtown Lighting Installation	11,801.16
Electrical Pullbox Locking Inserts	60,000
TOTAL PROJECT COST:	\$ 965,000

Funding Category	Estimated Budget
State of California Proposition 1B	\$ 965,000
TOTAL:	\$ 965,000



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

March 17, 2014

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:

ACTIVITY IN PUBLIC PLACES PERMIT FOR THE ANNUAL "CARNAVAL PRIMAVERA" DOWNTOWN STREET FESTIVAL (S14-02).

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve an Activity in Public Places Permit request from the Greater Huntington Park Area Chamber of Commerce to conduct the annual "Carnaval Primavera" Downtown Street Festival along Pacific Boulevard, between Gage Avenue and Slauson Avenue, on April 4-6, 2014.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The "Carnaval Primavera" Downtown Street Festival has been conducted annually by the Chamber of Commerce for the past 20 years. The street fair will have amusement rides, exhibits, food booths, arts and crafts and a community health fair. To accommodate the street fair, Pacific Boulevard will be closed to vehicular traffic between Gage Avenue and Slauson Avenue (see attached map). Portions of other side streets such as Belgrave Avenue, Randolph Street, and Clarendon Avenue will also be closed for ancillary activities. The street fair is estimated to attract approximately 150,000 people throughout the three-day period.

This year, the street fair will take place on Friday, April 4, 2014 from 5 p.m. to 11 p.m.; Saturday, April 5, 2014 from 11 a.m. to 11 p.m.; and Sunday, April 6, 2014 from 10 a.m. to 10 p.m.

FISCAL IMPACT/FINANCING

The Greater Huntington Park Area Chamber of Commerce (Chamber of Commerce) is responsible for costs incurred by the City related to the street festival. City staff will review the applicable estimated departmental costs with the Chamber prior to the event. The Total Actual Cost will be determined by the City Finance Department after the

ACTIVITY IN PUBLIC PLACES PERMIT FOR THE ANNUAL "CARNAVAL PRIMAVERA" DOWNTOWN STREET FESTIVAL (S14-02)

March 17, 2013

Page 2 of 2

conclusion of the street fair. The applicant is required to pay the full balance of the invoice within 30 days of receiving the invoice.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

City Council approval of an Activity in Public Places Permit (Permit) for the proposed street festival and street closure is required per the Huntington Park Municipal Code (HPMC).

The Police Department, Public Works/Engineering/Building and Safety Department, Finance Department, Community Development Department and the Office of the City Clerk have reviewed the application to ensure compliance with all applicable federal, state and local regulations.

CONCLUSION

Upon City Council approval of the Activity in Public Places Permit for the 2014 "Carnaval Primavera" Downtown Street Festival, City staff will meet with the Chamber of Commerce concerning the specifics of the event, including costs and areas of coordination.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



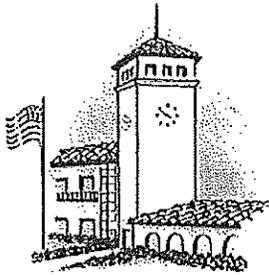
JAMES ENRIQUEZ, P.E.
Public Works Director/City Engineer

ATTACHMENTS

- A. Activity in Public Places Permit-Application
- B. Proposed Street Festival Layout/Setup

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVED AND FILED
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"



City of
HUNTINGTON PARK california

COMMUNITY DEVELOPMENT DEPARTMENT

6550 MILES AVENUE

HUNTINGTON PARK, CA 90255

TEL: (323) 584-6210 FAX: (323) 584-6244

**ACTIVITY IN PUBLIC PLACES
PERMIT APPLICATION**

PERMIT NO. 14-02

FILING FEE: Minor Events: \$244.19 plus \$10.00 per day; \$81.40 for non-profit entities, plus \$10.00 per day.
Major Events: \$1,627.88 plus \$10.00 per day; \$542.62 for non-profit entities, plus \$10.00 per day.

1. **APPLICANT** (If the applicant is an organization or business, also include the name of a contact person):
THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE

Mailing Address: 6330 PACIFIC BLVD., SUITE 208, HUNTINGTON PARK, CA 90255

Phone 1: 323-585-1155

Phone 2: _____

Fax: 323-585-2176

Huntington Park Business License No: N/A

Non-profit organization? Yes No If yes, Tax I.D. No? 95-1239700

Emergency Contact (name and telephone): LETICIA MARTINEZ (323) 916-1384.

2. **ADDRESS / LOCATION OF EVENT/ACTIVITY** (Describe on which portion of the public-right-of-ways the event/activity will take place, i.e. – sidewalk, street alley, etc.):
PACIFIC BLVD., BETWEEN GAGE AVE. TO SLAUSON AVE.

3. **DESCRIPTION OF EVENT/ACTIVITY** (Describe purpose of event/activity. Include all activities such as meetings, assembly, parade, procession, or entertainment, etc., if more space is needed please attach a separate sheet of paper):

SPECIAL DOWNTOWN EVENT TO SHOWCASE PACIFIC BLVD. SHOPPING DISTRICT. ENTERTAINMENT STAGE.

EXHIBIT BOOTHS, ARTS AND CRAFTS, FOOD BOOTHS, FREE SAMPLINGS. FREE COMMUNITY HEALTH FAIR AND

AMUSEMENT RIDES.

4. **DATE(S) OF EVENT/ACTIVITY:**

APRIL 4, 5 AND 6, 2014

5. **TIME(S) OF EVENT/ACTIVITY (for each day):**

FRIDAY: 5:00 P.M. TO 11:00 P.M. / SATURDAY: 11:00 A.M. TO 11:00 P.M. / SUNDAY: 10:00 A.M. TO 10:00 P.M.

6. **Have you conducted this event/activity in the past twelve (12) months, in this or a neighboring city?**

Yes No If yes, where? ON PACIFIC BLVD. BETWEEN FLORENCE AVE. TO RANDOLPH ST.

Date(s) OCTOBER 5, 6 AND 7, 2012

7. Have you requested or obtained a permit from any other city within which the proposed event/activity shall commence, terminate or occur in part?
Yes No If yes, which city? N/A

8. Number of persons expected to attend proposed event/activity? 150,000

9. Number and type of vehicles, equipment and animals that will be used at the proposed event/activity?
NONE

10. Will there be vendors that will be participating in the event/activity?
Yes No If yes, how many? APPROXIMATELY 40

11. Do you have insurance for the proposed event/activity?
Yes No If yes, provide information and attach proof: STATE FARM INSURANCE

12. Applicant's authorized representative(s) for management of event/activity. If more than one, please list on a separate sheet of paper. (Note: Applicant or authorized representative(s) must be present at all times during the event/activity)

Representative's Name: LETICIA MARTINEZ, EXECUTIVE DIRECTOR/CEO

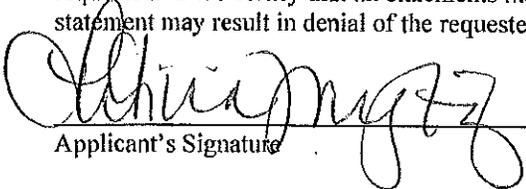
Contact Number: 323-585-1155

Mailing Address: 6330 PACIFIC BLVD., SUITE 208, HUNTINGTON PARK, CA 90255

Please Note:

- *Submittal of a plan/map showing the location of the event/activity, including pedestrian and/or vehicle circulation is required.*
- *A fully completed application with all required approvals must be submitted to the Community Development Department a minimum of thirty (30) days prior to the date of the event/activity, or a minimum of ninety (90) days prior to the date of the event/activity if City Council approval is required.*

CERTIFICATE AND AFFIDAVIT OF APPLICANT: I/We understand and agree to abide by all of the Activity in Public Places Permit regulations of the City of Huntington Park and any other conditions imposed for the event/activity requested. I/We certify that all statements made on this application are true and complete. I/We understand that any false statement may result in denial of the requested permit or revocation of any issued permit.



Applicant's Signature

JANUARY 8, 2013

Date

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Date Submitted: _____ Received By: _____

Filing Fee: _____ Receipt No.: _____

City Council Approval Required? No Yes if yes, tentative meeting date? _____

Departmental/Division Approvals Required:

- | | | | |
|----------------------------------------------|-------------------------------------|----------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Police Department | <input type="checkbox"/> City Clerk | <input type="checkbox"/> Revenue Collections | <input type="checkbox"/> Engineering |
| <input type="checkbox"/> Building and Safety | <input type="checkbox"/> Planning | <input type="checkbox"/> Field Services | |

Outside Agency Approvals Required:

- | | | |
|-------------------------------------------------|---------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> L.A. County Fire Dept. | <input type="checkbox"/> L.A. County Health Dept. | <input type="checkbox"/> Dept. of Alcoholic Beverage Control (ABC) |
|-------------------------------------------------|---------------------------------------------------|--------------------------------------------------------------------|

ATTACHMENT "B"

SLAUSON AVE.

BLOCK #1



R
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The Greater H.P. Area
CHAMBER OF COMMERCE

PRESENTS

21st Annual
CARNIVAL



PRIMAVERA
Downtown Festival
April 4, 5 and 6, 2014

1 _____
3 _____
5 _____

portables



Trash Pick Off

Bungee Jump

BELGRAVE AVE.

1		2
3		4
5		6

2
4
6

Stage

Level King
URC code

Equipment
Loading &
Unloading

portables

BLOCK #2

Trash Roll Off

Bungee Jump

BELGRAVE AVE.

Stage A

Stage A
SPEAKING
RECORDING
Equipment
Loading &
Unloading



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Food Court

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CARNAVAL

PRIMAVERA
Downtown Festival
April 4, 5 & 6, 2014

Presented By
The Greater Huntington Park Area
CHAMBER OF COMMERCE

RANDOLPH STREET
RANDOLPH STREET

Duval
Prod.

Rock Glimber

Chamber
Booth

MotorHome

BLOCK #3

RANDOLPH STREET

RANDOLPH STREET

portables prod

Rock Climber

Chamber Booth Motorhome

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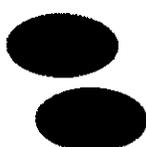
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Presented By
The Greater Huntington Park Area
CHAMBER OF COMMERCE

Police Command Post

SINK



Trash Roll Off

Petting Zoo

CLARENDON AVE.

Ponies

BLOCK #4

Trash Roll Off

Petting Zoo

CLARENDON AVE.



N

**R
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Ponies

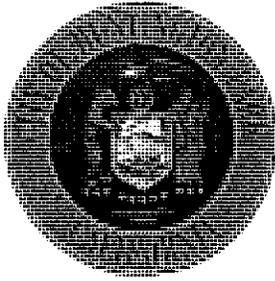
The Greater H.P. Area
CHAMBER OF COMMERCE
PRESENTS



PRIMAVERA
Downtown Festival

April 4, 5 and 6, 2014

GAGE AVE.



CITY OF HUNTINGTON PARK

Community Development Department

City Council Agenda Report

March 17, 2014

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:

RECEIVE AND FILE THE CITY OF HUNTINGTON PARK'S DRAFT FISCAL YEAR 2014-2015 ANNUAL ACTION PLAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file the draft Fiscal Year 2014-2015 Annual Action Plan and authorize staff to publish a notice initiating the 30-day public review period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Each year, the City prepares an Annual Action Plan describing the Community Development Block Grant (CDBG) and HOME Partnership Act (HOME) programs and budget for the upcoming fiscal year. The attached Annual Action Plan is a draft and is prepared for public comment during a 30-day public review period. Following the conclusion of the public review period, the final Annual Action Plan will be presented to the City Council for approval and submittal to the local Housing and Urban Development (HUD) offices no later than May 15, 2014.

FISCAL IMPACT/FINANCING

The preliminary fiscal year 2014-2015 HUD program budget is currently estimated to provide up to \$3.4 million in funding for CDBG and HOME activities. In general HUD funding comprises three basic funding categories:

1. Annual Allocation
2. Program Income
3. Carryover (unexpended prior year funds)

Summaries of the preliminary budget for the City's CDBG and HOME program for fiscal year 2014-2015 are attached.

For FY 2014-2015, the City will use the same CDBG funding allocation that received for FY 2012-2013 (\$1,268,096) as a baseline revenue figure. Although most federal

RECEIVE AND FILE THE CITY OF HUNTINGTON PARK'S DRAFT FY 2014-15 ANNUAL ACTION PLAN

March 17, 2014

Page 2 of 4

programs were experiencing budget cuts, the City received \$50,962 in additional funding (from the FY 12-13 baseline level) due to one-time funding activities. Staff anticipates that the CDBG annual funding allocation will be the same as FY 12-13 - \$1,268,096.

In order to ensure fiscal sustainability, the Finance Department has implemented a "top down" budgeting approach. This approach requires first budgeting up to baseline annual funding allocation (\$1,268,096), in which the highest priority and time-sensitive projects are funded. Carryover monies are budgeted after core CDBG programs, based on funding availability, and are expected to increase funding for existing initiatives, fund one-time programs, or pilot programs.

For example, the CDBG program will fund five core programs from its annual allocation:

1. Administration \$250,000 - HUD has a cap of 20% for administration, which pays for staff salaries, consultants, studies and operations.
2. Public Services \$190,000 - Public Services activities is capped at 15% of City's annual allocation. The current Public Service activities will continue to be funded at the same funding levels.
3. Code Enforcement (salaries and benefits) \$340,000 – General fund subsidy to implement program.
4. Economic Development \$160,000 – Business retention and attraction programs.
5. Commercial Rehabilitation \$324,000 – Façade improvement to commercial properties on Pacific Blvd.

These five critical programs total our allocation of \$1,268,096 thus leaving \$500,000 carryover, of which \$175,000 will be used to increase the commercial rehabilitation budget to \$500,000. \$324,000 will remain unbudgeted.

Only \$1.4 million of the total CDBG funds are budgeted. The amount of recommended projects are based on current staffing levels that can realistically be spent in one year. There will be \$324,000 of unallocated funds that will be unbudgeted, these funds can be later allocated for eligible activities during FY 14-15.

The HOME program will fund four core programs. A total of \$1.7 million of HOME funds are available which include the following:

1. \$436,021 – FYI 2014-15 allocation
2. \$735,386 – Carryover
3. \$605,042 – Unexpended balance

RECEIVE AND FILE THE CITY OF HUNTINGTON PARK'S DRAFT FY 2014-15 ANNUAL ACTION PLAN

March 17, 2014

Page 3 of 4

The four core programs will include the following:

1. Administration \$192,064 – HUD has a cap of 10% administration (\$43,602 FY 14-15, \$43,602 FY 13-14 and \$104,860 prior years) which can be carried over from year to year.
2. Housing Development \$180,222 – existing affordable housing project (i.e. Mosaic Gardens and Middleton Project)
3. Tenant Based Assistance Program \$1,037,772 – Rental assistance to low income residence in the City (i.e. Rugby Plaza and City wide)
4. Residential Rehabilitation Program \$167,461 – Loans and Grants for home improvement.
5. Unallocated funds of \$200,000 - These funds are available for new affordable housing programs.

The HOME Program is more restrictive and can only be used towards affordable housing programs.

Staff expects that in FYI 2014-15, many of the City's Federal allocations may be reduced due to two factors; 1) Reduction in population based on US Census, 2) Annual Federal cuts. According to the US Department of Census we had a 5% reduction in population primarily due to the construction of new schools by LA Unified School District over the past 10 years.

These HUD programs are fully funded from federal grant dollars and therefore will have no impact to the City's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Tonight's Council meeting serves to further the City's preparation of the fifth and final Annual Action Plan of the City's current Five Year Consolidated Plan period. The Annual Action Plan includes the CDBG and HOME activities the City intends to fund during Fiscal Year 2014-15 to address its priority housing and community development needs, as identified in the 2010/2011-2014/2015 Consolidated Plan.

RECEIVE AND FILE THE CITY OF HUNTINGTON PARK'S DRAFT FY 2014-15 ANNUAL ACTION PLAN

March 17, 2014

Page 4 of 4

CONCLUSION

Upon approval, staff will initiate the 30-day Annual Action Plan public review period.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO MORALES
Finance Director

ATTACHMENTS

- A. Budget
- B. Draft Annual Action Plan

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

**Community Development Block Grant
FY 2013-14 FY 2014 -15 BUDGET
COMPARISON**

CDBG Budget Allocation

Annual Funding Allocation	\$1,319,000	\$1,268,096
Carryover	<u>\$340,000</u>	<u>\$500,000</u>
Available CDBG Revenues	\$1,659,000	\$1,768,096

		<u>FYI 13-14</u>	<u>FYI 14-15</u>
1 Administration	20%	\$ 263,812	\$ 253,619
2 Public Service	15%	180,000	190,214
3 Code Enforcement		340,000	340,000
4 Economic Development		142,892	140,000
5 Commercial Rehabilitation		-	344,263
HUD 108 Loan		275,000	
Soccer Field (reprogrammed)		100,000	
Pacific Blvd Revitalization Study		38,000	
6 Unallocated Funds		<u>\$ 160,000</u>	<u>\$ 500,000</u>
Available CDBG Funds		\$ 1,499,704	\$ 1,768,096

Community Development Block Grant
FY 2014 -15 BUDGET

FY 14-15 Preliminary CDBG Budget

Annual Funding Allocation	\$1,268,096
Carryover	<u>500,000</u>
Available CDBG Revenues	\$1,768,096

		<u>Expenses</u>	
1	Administration	20%	\$ 253,619
2	Public Service	15%	190,214
3	Code Enforcement		340,000
4	Economic Development		160,000
5	Commercial Rehabilitation		<u>324,262</u>
	CDBG Baseline Budget		\$ 1,268,096
	<u>Carryover Allocation</u>		
5	Commercial Rehabilitation		<u>175,738</u>
	FY 14-15 CDBG Expenses		\$ 1,443,834
6	Unallocated Funds		\$ 324,262

} \$ 500,000

ATTACHMENT "B"



CITY OF HUNTINGTON PARK

**ANNUAL ACTION PLAN
JULY 1, 2014 – JUNE 30, 2015**

Public Review Draft

**CITY OF HUNTINGTON PARK
COMMUNITY DEVELOPMENT DEPARTMENT
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255**



KAREN WARNER ASSOCIATES

Housing Policy Consultants

CITY OF HUNTINGTON PARK 2014-2015 ANNUAL ACTION PLAN

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Application for Federal Assistance (SF 424) HOME Program

Public Notices

HUD Tables 3C: Activities to be Undertaken

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Executive Summary

The City of Huntington Park has adopted a Five Year Consolidated Plan (2010/11-2014/15) and accompanying 2014-15 Annual Action Plan as a prerequisite to receiving federal CDBG and HOME funds from HUD. The Consolidated Plan identifies the City's overall vision and strategy for addressing its housing and non-housing community development needs. As a means of achieving the Plan's strategic goals, the City annually prepares an Action Plan that describes projects and activities that will address the priority needs of low and moderate income households. The following Annual Action Plan describes resources, programs, activities and actions Huntington Park will use in the upcoming 2014-15 fiscal year to implement its strategic plan and ultimately achieve its Consolidated Plan goals and objectives, summarized in Table E1 as follows:

Table E1: Summary of Strategic Plan Priorities and One-Year Activities

Consolidated Plan 5-Year Priority	Implementing Programs	2014-15 Goal	Outcome/ Objective*
HOUSING 1.1 Strengthen Housing and Neighborhoods	<ul style="list-style-type: none"> ▪ Residential Rehabilitation ▪ Minor Home Repair ▪ Code Enforcement 	3 housing units Program defunded 57,751 persons	DH-1 SL-1 SL-1
1.2 Increase Affordable Housing Supply	<ul style="list-style-type: none"> ▪ Affordable Housing Development 	0 housing units	DH-2
1.3 Preserve Existing Affordable Housing	<ul style="list-style-type: none"> ▪ Tenant-Based Rental Assistance 	110 persons	DH-2
HOMELESS 2.1 Support Services and Housing	<u>Emergency Services</u> <ul style="list-style-type: none"> ▪ Southeast Churches ▪ Salvation Army Family Services 	660 persons Program defunded	SL-1 SL-1
COMMUNITY FACILITIES 4.1 Provide New and Improved Community Facilities to Low/Mod Persons	<ul style="list-style-type: none"> • Construction of Soccer Field 	No new projects proposed	SL-1
INFRASTRUCTURE 5.1 Provide Infrastructure to Low/Mod Persons	<ul style="list-style-type: none"> ▪ Downtown Public Improvement Project 	Program defunded	SL-1
COMMUNITY SERVICES 6.1 Provide Needed Services to Low/Mod Persons	<u>Youth Services</u> <ul style="list-style-type: none"> ▪ After School Program ▪ Homework Center ▪ YMCA After School Program ▪ Juveniles At-Risk Boot Camp <u>Community Beautification</u> <ul style="list-style-type: none"> ▪ Graffiti Removal <u>Special Needs</u> <ul style="list-style-type: none"> ▪ Senior Nutrition Program <u>Fair Housing</u> <ul style="list-style-type: none"> ▪ Fair Housing and Tenant/ Landlord Mediation Services 	2,000 persons 75 persons Program defunded 35 persons 57,751 persons Program defunded 526 persons	SL-1 SL-1 SL-1 SL-1 SL-1 SL-1 SL-1
ECONOMIC DEVELOPMENT 7.1 Improve Business Climate	<ul style="list-style-type: none"> ▪ Business Assistance and Economic Development Program ▪ Commercial Rehabilitation ▪ Clean-up of Contaminated Site ▪ Enterprise Zone 	37 businesses 2 Businesses Program defunded Program defunded	EO-1 SL-1 EO-1 EO-1

* Refer to Table 3 for Objectives and Outcomes Numbering System

Evaluation of Past Performance

Huntington Park made significant progress in achieving its FY 2013-14 Annual Plan goals, expending CDBG and HOME funds for an assortment of programs and projects to benefit low- and moderate-income households, including the elderly, female-headed households, families, youth, homeless and persons at risk of homelessness.

The primary barriers the City faces in implementing its strategies are: 1) increasing scarcity of local funds to supplement Federal funding; and 2) the cost to develop affordable housing. As illustrated by the chart below, the City has witnessed a continuous decline in annual CDBG and HOME allocations. When combined with the loss of the Redevelopment Agency and Low and Moderate Income Housing Funds, the City's ability to fund community development activities and affordable housing projects is significantly diminished. The City continues to apply for categorical grants to supplement its federal entitlement allocations.

Program Year	CDBG Allocation	HOME Allocation
FY 2014-15	\$1,268,096 (Estimate)	\$436,021 (Estimate)
FY 2013-14	\$1,319,058	\$436,021
FY 2012-13	\$1,268,096	\$472,320
FY 2011-12	\$1,450,800	\$806,398
FY 2010-11	\$1,736,277	\$913,714
Grant reduction 2010 to 2014	-24%	-52%

As a way to effectively administer and implement the CDBG and HOME programs, City staff also implemented upgrades and enhancements to the current program. The City continued contracting administration of its HUD programs to a consulting firm with experienced personnel assigned to provide assistance in grant administration and assist in project management, principally related to project negotiations, economic analyses and documentation preparation.

The City continues to confront substantial costs in developing affordable housing, particularly for small scaled rental projects, where the availability of other sources is extremely limited and, consequently, governmental financing proves to be the principal or sole source. Huntington Park is characterized by an older rental housing stock in which deferred maintenance and structural deficiencies are often only uncovered post acquisition. Development costs for acquisition and rehabilitation projects have ranged from \$225,000/unit to \$328,000/unit, while the total development costs of a project currently underway (a hybrid acquisition/rehabilitation and new construction project) is \$461,000/unit.

As a result, the City is increasingly interested in gap financing projects with developers with the capacity to attract other funding sources to better leverage limited HOME funds. In this regard, the City negotiated an affordable housing agreement in FY 2012-13 with a local CHDO, LINC CDC, to develop affordable housing. Under the terms of a Reservation Agreement, the two

parties negotiated an agreement to acquire and rehabilitate a vacant 55-unit motel and convert it into an affordable 24-unit rental project at 6337 Middleton Street, principally leveraged with tax credits. Based on a commitment of \$1.5 million in HOME funds, the unit cost to the City is an estimated \$62,500. The project was completed in FY 2013-14.

FISCAL YEAR 2014-2015 ACTION PLAN

Background

The City of Huntington Park receives annual formula grants of Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The general purpose of these funds is to address the community development and housing needs of low and moderate-income residents of the City.

The goals of the City's community development and housing programs covered by the City's Consolidated Plan and Annual Action Plan are to extend and strengthen partnerships among the City's departments and with the private sector, including for-profit and non-profit organizations, to enable them to provide decent housing; to establish and maintain a suitable living environment; and to expand economic opportunities for all residents, particularly for very low-income and low-income persons.

The City of Huntington Park's Annual Action Plan is a multi-purpose document. The Plan is the official application process for the City to receive yearly entitlement funds, to create a public document that describes and budgets the activities to be implemented in each fiscal year, and to provide a participatory process through which our citizens are given an opportunity to determine, give input, and be informed about the projected use of CDBG and HOME funds. More importantly, it is the tool that verifies and assists in the implementation of the goals, objectives and priorities outlined in the Consolidated Plan to meet the City's housing and community development needs.

The City's Consolidated Plan covers the five-year period from FY 2010-11 through 2014-15. This is the fifth and final Annual Action Plan of the Five Year Consolidated Plan, which discusses the projects and programs that the City plans to assist during the year to address the Consolidated Plan priorities and to illustrate how CDBG and HOME funds will be applied to achieve the priorities established in the Consolidated Plan.

1. Resources Available for Program Implementation

During FY 2014-15, the City will focus its resources and efforts on multiple activities. Specific funding sources will be utilized based on the opportunities and constraints of each particular project or program. The City's goal is to leverage federal and local funds to maximize the number of households that can be assisted.

The City's FY 2014-15 funding levels for Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) programs are shown in Table 1 below. Specific activities proposed for funding are described in Section 2 "Activities to be Undertaken."

**Table 1
2014-15 CDBG and HOME Resources**

Program	FY 2014-15 Funds	
CDBG		
2014-15 Entitlement	\$1,268,096	
Estimated Program Income	\$0	
Estimated Budgeted Carryover	\$500,000	
Estimated 2013-14 Unexpended Balance	<u>\$0</u>	
SUBTOTAL – CDBG		\$1,768,096
HOME		
2014-15 Entitlement	\$436,021	
Estimated Program Income	\$0	
Estimated Budgeted Carryover	\$736,386	
Estimated 2012-13 Unexpended Balance	<u>\$605,042</u>	
SUBTOTAL – HOME		<u>\$1,777,449</u>
TOTAL		<u>\$3,545,545</u>

Source: City of Huntington Park Finance Department

Note: The "Prior Year Funds" amount for each project in Table 3c in the Appendix reflects both the 2012 carry over amount as well as any allocation of the CDBG or HOME unexpended balance.

FY 2014-15 formula allocations for the CDBG and HOME programs are predicated upon (a) estimated funding levels in FY 2014 anticipated by HUD to be the same as in FY 2013, (b) estimated program income based upon the amount earned in the current program year and (c) prior year funds forecasted to be available in FY 2014-15. In the event the final congressional approved budget for CDBG and or HOME programs is more or less than proposed in the City's Annual Action Plan, the City will proportionally increase or reduce the amount of funds to some or all of its CDBG and HOME projects.

Community Development Block Grant (CDBG) Funds

For fiscal year 2014-15, the City of Huntington Park will have an estimated total of \$1,768,096 in CDBG funds. This total amount is comprised of \$1,268,096 in FY 2014-15 CDBG entitlement funds, and an estimated \$500,000 in already approved CDBG activities being carried over into FY 2014-15 (see Table 1, 2014-2015 CDBG and HOME Resources).

The City does not have any income from float-funded activities or surplus from urban renewal settlements, sale of real property, prior period adjustments, loans outstanding or written off, CDBG acquired property available for sale, or lump sum drawdown payments. Nor is the City funding any "urgent need activities." CDBG funds will be used for Public Services, Commercial Rehabilitation, Code Enforcement, Economic Development projects, and CDBG Program Administration. An estimated \$1,443,834 in CDBG funds will be used for activities that benefit persons of low and moderate income.

The planned expenditures for program administration and public service activities for the FY 2014-2015 CDBG allocation are within regulatory limitations.

- The total amount of CDBG funds obligated for administration and planning activities (24 CFR 570.205 and 570.206) does not exceed 20 percent of the \$1,268,096 CDBG allocation *plus* 20 percent of program income received during the prior year.
- The total amount of CDBG funds obligated for public service activities (24 CFR 570.201(e)) obligated for public services activities and does not exceed 15 percent of the \$1,268,096 CDBG allocation *plus* 15 percent of program income received during the prior year.

Home Investment Partnership Act (HOME) Funds

For FY 2014-15, the City of Huntington Park will have available an estimated \$1,777,449 from the HOME Program, comprised of an estimated FY 2014-15 allocation of \$436,021 augmented with an estimated \$736,386 in budgeted carryover for ongoing projects), and an estimated \$605,042 in unexpended funds carried forward to FY 2014-15. These carryover funds are uncommitted and can be reprogrammed in FY 2014-15. The City will use HOME funds for a Tenant-Based Rental Assistance Program, and HOME Program Administration.

The City has budgeted \$43,602 of its FY 2014-15 HOME allocation to administer the HOME Program, which is within the ten percent administrative cap for HOME. The HOME Final Rule (24 CFR 92.207) allows the City to use up to 10 percent of its annual HOME allocation plus 10 percent of any HOME program income received during the program year for HOME administrative costs.

Additionally, the HOME Final Rule (24 CFR 92.300) stipulates that:

Within 24 months after HUD notifies the participating jurisdiction of HUD's execution of the HOME Investment Partnerships Agreement, the participating jurisdiction must reserve not less than 15 percent of the HOME allocation for investment only in housing to be developed, sponsored, or owned by community housing development organizations (CHDOs).

Based upon HUD-generated "Deadline Compliance Status Reports" used to monitor compliance with CHDO reservation requirements of the HOME statute, the City, as of February 28, 2014, has a surplus, having reserved 270 percent of the required amount of HOME funds (15 percent of total allocations less adjustments).

CHDO Amount Reserved / Committed / Expended	Required Reservation	Over Reserved
\$6,415,333	\$2,374,813	\$4,040,520

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.

In accordance with the HOME Final Rule, a broad range of mechanisms are permitted to invest HOME funds, such as interest-bearing loans, deferred loans or "other forms of assistance that HUD determines to be consistent with the purposes of this part." The City has historically provided deferred payment loans and grants for various programs. The City also continues to underwrite its investment of HOME funds for new construction and acquisition/rehabilitation projects via residual receipt notes. Through this process, the HOME loan is repaid through net cash flow generated by the project (typically rent and "other sources"), minus project costs (operating costs, capital reserve deposits, bank loan payments).

The City is not administering a homebuyer program as part of its 2014-15 Annual Action Plan. Neither is the City proposing to use HOME funds to refinance existing debt secured by multifamily housing rehabilitated with HOME funds. Thus, since the City does not propose to undertake refinancing, the City is not required to discuss its financing guidelines required under 24 CFR 92.206(b). Should the City opt to fund a single-family Residential Rehabilitation Program, it will use the Single-Family 95 Percent Median Area Purchase Price Limit for the area provided by HUD.

The City accepts non-solicited proposals from CHDOs that act in the capacity of developers or sponsors and also solicits proposals from for-profit developers to undertake affordable housing developments in targeted areas of the City. In the current climate of diminishing financial resources for affordable housing, the City is keenly interested in working with developers with the financial capacity, such as securing private financing and tax credits, which will improve the City's leverage ratio. The City's other housing programs involve rehabilitation programs for, single-family home owners. The City markets its rehabilitation programs citywide using standard underwriting criteria, with no other selection criteria that would provide preferences to a particular segment of the low-income population.

2. Activities to be Undertaken

The City plans to undertake the following CDBG and HOME funded activities during FY 2014-15 to address its priority housing and community development needs, as identified in the 2010/11-2014/15 Consolidated Plan (summarized in Table E1).

CDBG- Funded Activities

Priority 1.1: Maintain and Strengthen Neighborhoods

Code Enforcement Program

6542 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$340,000

This program provides for property inspections near CDBG funded activities, target areas, and in census tracts having a predominance of low and moderate-income residents. This project also funds the Neighborhood Improvement Program, which focuses on improving the physical appearance of the City, promoting neighborhood improvement projects, and community empowerment. The implementing agency is the City Police Department.

Priority 2.1: Homeless Support Services

Southeast Churches Service Center, Emergency Service Program

2780 Gage Avenue, Huntington Park, CA 90255

Funding Amount: \$10,000

This program provides a delivery system of essential food products to low and moderate income persons via grocery bags to 600 persons annually. The 600 persons will receive improved access to much needed public emergency services for the purpose of creating a suitable living environment.

Priority 4.1: Community Facilities

(No Community Facilities Projects Proposed for FY 2014-15)

Priority 5.1 Infrastructure

(No Infrastructure Projects Proposed for FY 2014-15)

Priority 6.1: Public Services

City of Huntington Park, Department of Parks & Recreation

After School Youth Program

3401 E. Florence Avenue, Huntington Park, CA 90255

Funding Amount: \$75,000

This 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. The Program is offered at the following locations: Freedom Park, Keller Park, Huntington Park Community Center, and Middleton School. Two thousand (2,000) local at-risk youth will have improved access and availability to childcare services for the purpose of creating a suitable living environment.

Huntington Park Library, Homework Center

6518 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$5,000

The Center benefits the children of the Huntington Park community by providing a quiet environment where learning and completion of school assignments are encouraged and promoted. Students in grades one through eight may drop in during established hours to receive supervised guidance and assistance in homework related areas, as well as access to online educational resources. Seventy-five new families will receive improved access to homework services for the purpose of creating a suitable living environment.

City of Huntington Park, Police Department

Juveniles At-Risk Boot Camp Program

6542 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$15,000

This is a 12-week program with a one-week military style "boot camp" for youth ranging from 12-15 years of age, emphasizing physical fitness and individual monitoring to develop family values by improving bonds between parents and children. At least 35 persons will have new access to youth services to have a sustainable suitable living environment.

City of Huntington Park, Department of Public Works

Community Beautification Program (Graffiti Removal)

6542 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$65,000

This program provides contracted services to remove graffiti throughout the City, including all streets, public sidewalks, and public and private buildings. All residents of Huntington Park receive improved access to this public service for the purpose of creating a suitable living environment.

Fair Housing Foundation, Fair Housing Services

3605 Long Beach Boulevard, Suite 302, Long Beach

Funding Amount: \$10,000

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. The FY 2014-15 objective is to provide fair housing and tenant/landlord services to 526 Huntington Park residents.

City of Huntington Park, Community Development Department

Downtown Parklets Pilot Program

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$17,858

The City is proposing to implement a Pilot Parklet Program. Parklets are urban spaces that provide both traffic management (calming) and enhance the streetscape and overall appearance of the street. Parklets are set up in the existing streetscape, typically on public parking spaces; they are designed to provide the public additional outdoor space for restaurant/café dining and rest areas for shoppers. In addition to tables and chairs, parklets often have other amenities such as bike racks, planters, benches, landscaping, lighting, and umbrellas. The allocation of \$17,858 will help to fund two parklets in the Downtown.

Priority 7.1: Economic Development

Business Assistance and Economic Development Program

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$160,000

The City will allocate \$160,000 of FY 2014-15 funds to the Business Assistance and Economic Development Program. The Program will provide technical support, business resources and referrals to Huntington Park businesses citywide. CDBG funding serves to increase economic development activities by increasing business retention and attraction services such as providing business and financial planning assistance to new and existing businesses and serving as a local resource center. Funds will be used to host workshops and seminars with industry experts to help persons grow their business in Huntington Park. The Business Assistance and Economic Development Program proposes to retain and attract 32 businesses in FY 2014-15, and will contribute to the vitality of the Huntington Park community.

Commercial Rehabilitation

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$500,000

The City will allocate \$324,262 in FY 2014-15 funds for the implementation of the Commercial Rehabilitation Program. The program provides up to \$50,000 in rehabilitation assistance to commercial properties for facade and other exterior improvements, to improve handicap accessibility, and to correct code violations. The program also funds project delivery costs related to commercial rehabilitation projects, such as a portion of one staff position, labor compliance consulting fees and architectural consulting fees. The 2014-15 goal is to provide a suitable living environment to six businesses through the Commercial Rehabilitation Program.

Priority 8.1: Other Community Development Needs

CDBG Program Administration

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$253,619

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. The implementing agency is the City Community Development Department.

HOME - Funded Activities

Priority 1.1: Maintain and Strengthen Neighborhoods

Residential Rehabilitation Program

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$167,461

This program provides financial assistance to owners of single-family homes (one to four units) and rental properties for rehabilitation improvements. Loans of up to \$50,000 are provided to qualified low and moderate income households, with a forgivable component of up to \$25,000 for repairs that correct health and safety violations. The 2014-15 goal is to provide decent housing to three housing units through the Residential Rehabilitation Program. The implementing agency is the City's Community Development Department.

Priority 1.2: Increase Supply of Affordable Housing

6337 Middleton Street (Mosaic Gardens of Huntington Park)

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$165,222

The City anticipates expending the remaining balance of approximately \$165,222 of the \$1.68 million in HOME funds allocated in FY 2012-13 to convert a former 55-unit motel into an affordable 24 unit rental housing project. The developer, LINC Community Development Corporation, leveraged HOME funds to secure other sources such as Low Income Housing Tax Credits, acquired the site and is in the throes of completing rehabilitation. The implementing agency is the City's Community Development Department.

6700-6702 and 6614 Middleton Project

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$15,000

During Fiscal 2014-15, the City anticipates expending the balance of \$15,000 of the estimated \$2.006 million in HOME funds previously allocated for a rental housing project at 6700-6702 and 6614 Middleton Street. Due to passage of Assembly Bill (AB) 1X 26, California redevelopment agencies were eliminated as of February 1, 2012. As a result, the former Agency's Low and Moderate Income Housing Fund, which was allocated to the project, was unencumbered, putting the project at risk. . The City and CHDO that owns the site are discussing a workout plan with HUD whereby the property could be transferred with covenants in place to a for-profit developer what would complete the project and provide for 11 HOME units.

Priority 1.3 Preserve Existing Affordable Housing

Tenant-Based Rental Assistance Program

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$1,037,702

The City has entered into a subrecipient agreement with a nonprofit agency to operate a city-wide Tenant-Based Rental Assistance Program using tenant selection policies and criteria consistent with the City's Consolidated Plan. The City will give local preference to 130 very low-income

elderly persons. Funding for this program includes \$407,702 budgeted in FY 2013-14, and \$630,000 that will be budgeted in FY 2014-15.

Priority 8.1: Other Community Development Needs

FY 2014-15 HOME Program Administration

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$43,602

Funds provide for the overall development, management, coordination and monitoring of the HOME program as implemented by the Community Development Department.

FY 2013-14 HOME Program Administration

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$43,602

Unspent HOME funds budgeted in FY 2013-14 will continue to be used to fund the overall development, management, coordination, and monitoring of the HOME program as implemented by the Community Development Department.

Prior Year HOME Program Administration

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$104,860

Unspent HOME funds still sub-funded in the federal Integrated Disbursement Information System (IDIS) will be used provide for the overall development, management, coordination and monitoring of the HOME program as implemented by the Community Development Department.

Unallocated HOME Funds

6550 Miles Avenue, Huntington Park, CA 90255

Funding Amount: \$200,000

This amount is available for reprogramming throughout the 2014-15 fiscal year.

Leveraging of Other Resources

Huntington Park will leverage federal CDBG and HOME resources with the following other primary resources to support affordable housing activities:

Section 8 Rental Assistance. The federal Section 8 program is funded by HUD and administered by the Housing Authority of the County of Los Angeles (HACoLA) within Huntington Park. The Section 8 Program increases affordable housing opportunities by providing rent subsidies to low income tenants, aimed at ensuring tenants spend no more than 30 percent of their incomes on rent. Continued funding assists 432 Section 8 housing vouchers currently in use in Huntington Park (August 2013).

Private Financing. The City requires developers of affordable housing projects to secure conventional financing precedent to HOME expenditures. Based upon the City's financial analysis of a developer's project pro forma, the City determines the amount of financing that may

be underwritten with private funds, with HOME monies providing gap financing on the balance of total development costs up to HOME subsidy limits under the 221(d)(3) mortgage program.

Low and Moderate Income Tax Credits. The federal Low Income Housing Tax Credit Program was enacted in 1986, providing tax credits that enable low-income housing sponsors and developers to raise project equity through the sale of tax benefits to investors. Two types of federal tax credits are available and are generally referred to as nine percent (9%) and four percent (4%) credits. These terms refer to the approximate percentage of a project's "qualified basis" a taxpayer may deduct from their annual federal tax liability in each of ten years. Recently, LINC CDC was awarded a nine percent tax credit allocation to help underwrite the HP Mosaic Gardens Project, which entailed the acquisition, conversion and rehabilitation of a 55-unit motel into a 24-unit affordable housing project.

The City supports applications by other entities for projects and programs that address the goals and objectives set forth in the Consolidated Plan. Huntington Park funds numerous non-profit housing and community development organizations that use foundation and private funds in combination with state and Federal funds to provide housing and community development services and improvements throughout the City. Table 1A which follows describes each potential source in FY 2014-15 that will meet the priority needs and objectives in the City's FY 2010/11-14/15 Consolidated Plan, as well as the activities for which non-HUD resources may be used and the projected level of funding.

3. Geographic Distribution

**Table 1A
Projected Other 2014-15 Resources**

Program /Funding Source	Consolidated Plan Priority	Description
HUD Lead Based Paint Hazard Control Grant	Strengthen Housing and Neighborhoods	In FY 2014-15, the City will be applying for a grant to identify and remediate lead in homes, and to conduct extensive outreach on lead poisoning prevention, healthy homes, and integrated pest management.
Community Service Block Grant - CSBG	Provide Support Services and Housing for Homeless and Near Homeless	The Southeast Churches Services Center receives federal CSBG funds to help fund the emergency service program.
Federal Emergency Management Agency-FEMA	Provide Support Services and Housing for Homeless and Near Homeless	FEMA funds will be used for the Salvation Army's Family Services Program, providing funds for food, motel vouchers, utility assistance, and bus tokens.
Department of Justice (DOJ) Asset Forfeiture Revenues	Provide Needed Community Services to Those of Lower and Moderate Income	The Huntington Park Public Works Department utilizes General Funds to supplement CDBG funds for the Graffiti Removal Program.
Los Angeles County Area Agency on Aging	Provide Services to Those of Lower and Moderate Income	The Steelworkers Oldtimers Foundation Senior Nutrition Program is largely funded by the LA County Area Agency on Aging.
Los Angeles Metropolitan Transit Authority (MTA)	Provide Needed Infrastructure Improvements to Low and Moderate Income Areas	The City's Public Works Department received \$2,272,000 in funds from MTA it will use for the Pacific Blvd Pedestrian Improvement Project including new landscaping, hardscape and lighting.
City of Huntington Park General Fund	Strengthen Housing and Neighborhoods	City General Funds will be directed towards the Code Enforcement Program to pay for personnel costs.

Of Huntington Park's nineteen census tracts, eighteen are majority (>80%) low/mod income, and are thus designated "low/mod" tracts by HUD. Census tract 5345.02 located in the southeast corner of the City is 45.7 percent low/mod, and is thus the only area in Huntington Park which does not qualify as a low/mod tract per HUD guidelines. However, one of the three block groups within tract 5345.02 is low/mod, with the other two block groups not qualifying as low/mod. Subtracting the population in these two non-qualifying block groups (3,434) from the city's total population of 61,185 residents results in a balance of 57,751 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 two census block groups in the City that are not designated low-moderate income areas. All other activities funded during FY 2014-15 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.

Figure 1 depicts the geographic location of CDBG and HOME-funded activities to be undertaken in 2014-15.

Insert page for Figure 1 2014-15 Projects

4. Relation to Strategic Plan Priorities

The Huntington Park 2010/11-2014/15 Consolidated Plan identifies priority housing and community development needs to be addressed through HOME and CDBG funding. Each of these priorities includes a series of implementing programs and five-year objectives. To ensure that the activities planned in the Annual Action Plan are consistent with this Five Year strategy, Table 2 depicts the relationship between these planned activities and the 2010/11-2014/15 Consolidated Plan priorities.

**Table 2
Relationship Between Strategic Plan Priorities and One-Year Activities**

5-Year Priority	2014-15 Implementing Programs	Consolidated Plan 5-Year Objective	2014-15 Objective
HOUSING			
1.1 Strengthen Housing and Neighborhoods	<ul style="list-style-type: none"> ▪ Residential Rehabilitation ▪ Minor Home Repair ▪ Code Enforcement 	30 housing units 150 housing units 57,751 persons	3 housing units Program Defunded 57,751 persons
1.2 Increase Affordable Housing Supply	<ul style="list-style-type: none"> ▪ Affordable Housing Development 	35 housing units	0 housing units
1.3 Preserve Existing Affordable Housing	<ul style="list-style-type: none"> ▪ TBRA 	110 persons	130 persons
HOMELESS	<u>Emergency Services</u>	<u>14,250 persons</u>	<u>1,513 persons</u>
2.1 Support Services and Housing	<ul style="list-style-type: none"> ▪ Southeast Churches ▪ Salvation Army Family Services 		600 persons Program Defunded
COMMUNITY FACILITIES			
4.1 Provide New and Improved Community Facilities to Low/Mod Persons	<ul style="list-style-type: none"> • Construction of Soccer Field 	1 facility	No projects proposed
INFRASTRUCTURE			
5.1 Provide Needed Infrastructure Improvements to Low/Mod Persons	<ul style="list-style-type: none"> ▪ Downtown Public Improvement Project 	3,611 persons	No projects proposed
COMMUNITY SERVICES	<u>Youth Services</u>	<u>11,750 persons</u>	<u>2,125 persons</u>
6.1 Provide Needed Services to Low/Mod Persons	<ul style="list-style-type: none"> ▪ After School Program ▪ Homework Center ▪ YMCA After School Program ▪ Juveniles At-Risk Boot Camp 		2,000 persons 75 persons Program Defunded 35 persons
	<u>Community Beautification</u>		
	<ul style="list-style-type: none"> ▪ Graffiti Removal 	57,751 persons	57,751 persons
	<u>Special Needs</u>		
	<ul style="list-style-type: none"> ▪ Senior Nutrition Program 	425 persons	Program Defunded
	<u>Fair Housing</u>		
	<ul style="list-style-type: none"> ▪ Fair Housing and Tenant/Landlord Mediation Services 	1,500 persons	526 persons

ECONOMIC DEVELOPMENT 7.1 Improve Business Climate for Existing and New Businesses	▪ Business Assistance and Economic Development	25 businesses	32 businesses
	▪ Commercial Rehabilitation	15 businesses	6 Businesses
	▪ Cleanup Contaminated Site	1 business	Program Defunded
	▪ Enterprise Zone		Program Defunded

5. Annual Objectives and Outcome Measures

Pursuant to new HUD requirements for use of an outcome performance measurement system, the following numbering system is used to identify the objective and outcome categories corresponding to each FY 2013-14 activity.

Table 3
Objectives and Outcomes Numbering System

Objective Category	Outcome Category		
	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Table 3A "Summary of Specific Annual Objectives" which follows highlights the annual outcomes Huntington Park intends to achieve under its 2014-15 Action Plan. For each activity, a specific one-year objective is identified, along with an outcome/objective category assigned pursuant to the numbering system presented in Table 3 above. Objectives from the prior years' Action Plans are also presented, along with the 5-year objective originally established in the 2010/11-2014/15 Consolidated Plan. Due to changing opportunities, in several instances annual goals/objectives differ from the original annual and five year goals/objectives reflected in Table 3A.

Huntington Park's annual housing goals, which fulfill Section 215 affordable housing requirements, are presented in Table 3B.

Pursuant to Section 215, HUD defines rental housing as affordable if it is occupied by an extremely low, low or moderate-income tenant and it bears a rent eligible under HOME regulations. At least 20% of units in projects with five or more units that are restricted must have Low HOME rents, with the balance of restricted units subject to High HOME rents.

Section 215 defines ownership housing as affordable if it is purchased by an extremely low, low or moderate-income first-time homebuyer, and has a sales price that does not exceed the mortgage limits for the type of single-family housing for the area under 203(b) limits and carries either resale or recapture provisions. Housing that is rehabilitated and owned by a family when assistance is provided qualifies as affordable if it is occupied by an extremely low, low or

moderate-income family, and has an after-rehabilitation value that does not exceed the 203(b) mortgage limits.

**Table 3A
Statement of Specific Annual Objectives**

Specific Obj. #	Specific Annual Objectives	Sources of Funds	Performance Indicators	Fiscal Year	Expected Number	Actual *Number	Percent Completed
DH - 1 Availability/Accessibility for the purpose of providing Decent Housing							
DH - 1.1	RESIDENTIAL REHABILITATION LOAN PROGRAM Address the availability of decent housing by offering rehabilitation assistance to low and moderate-income households.	HOME	Total Number of Housing Units Assisted	2010	6	1	17%
				2011	6	10	167%
				2012	6	1	17%
				2013	6	Program Defunded	
				2014	6		
				Total	30	12	40%
DH-2 Affordability for the purpose of providing Decent Housing							
DH - 2.1	AFFORDABLE HOUSING DEVELOPMENT Address need for affordable decent housing by increasing supply of affordable rental housing.	HOME	Total Number of Housing Units Assisted	2010	12	0	0%
				2011	7	0	0%
				2012	7	0	0%
				2013	7		
				2014	7		
				Total	35	0	0%
DH - 2.2	TENANT BASED RENTAL HOUSING Address need for affordable decent housing by providing rental based rental assistance to qualified households.	HOME	Total Number of Housing Units Assisted	2010	N/A	N/A	N/A
				2011	N/A	N/A	N/A
				2012	N/A	N/A	N/A
				2013	110		
				2014	130		
				TOTAL	100		
DH-3 Sustainability for the purpose of providing Decent Housing							
DH -3.1	NO PROGRAMS FIT THIS CATEGORY						
SL-1 Availability/Accessibility for the purpose of creating a Suitable Living Environment							
SL - 1.1	MINOR HOME REPAIR Enhance the availability and accessibility of a suitable living environment by providing minor home repair services to elderly, disabled and low income households.	CDBG	Total Number of Housing Units Assisted	2010	30	9	30%
				2011	30	12	40%
				2012	30	3	10%
				2013	30	Program Defunded	
				2014	30		
				Total	150	24	16%
SL - 1.2	CODE ENFORCEMENT Provide for the availability of a suitable living environment by funding code enforcement activities within CDBG target areas.	CDBG	Total Number of Persons Assisted	2010	300	1,085	100%
				2011	300	895	100%
				2012	300	1,510	503%
				2013	300		
				2014	300		
				Total	1,500	3,490	232%

SL - 1.3	COMMERCIAL REHABILITATION Enhance the availability of economic opportunity by offering rehabilitation loans to local businesses.	CDBG	Total Number of Businesses Assisted	2010	3	6	200%
				2011	3	0	67%
				2012	3	0	
				2013	3	Program Defunded	
				2014	3		
				Total	15	10	67%
SL - 1.4	EMERGENCY SERVICES Improve the availability of a suitable living environment by offering emergency food and shelter to homeless and those at-risk of homelessness	CDBG	Total Number of Persons Assisted	2010	2,850	5,272	185%
				2011	2,850	4,887	171%
				2012	2,850	4,339	152%
				2013	2,850		
				2014	2,850		
				Total	14,250	14,498	102%
SL - 1.5	YOUTH SERVICES Improve the availability of a suitable living environment by providing after school recreational, childcare and homework programs for youth, and a juveniles at-risk program.	CDBG	Total Number of Persons Assisted	2010	2,350	2,525	107%
				2011	2,350	2,371	101%
				2012	2,350	2,753	117%
				2013	2,350		
				2014	2,350		
				Total	11,750	7,649	65%
SL -1.6	CHILD CARE SERVICES Improve the availability of a suitable living environment by providing, childcare programs	CDBG	Total Number of Persons Assisted	2010	100	75	75%
				2011	100	54	54%
				2012	100	27	27%
				2013	100	Program Defunded	
				2014	100		
				Total	500	156	31%
SL - 1.7	SENIOR SERVICES Improve the availability of a suitable living environment by providing midday meals to the elderly population.	CDBG	Total Number of Persons Assisted	2010	85	176	207%
				2011	85	101	119%
				2012	85	83	98%
				2013	85	Program Defunded	
				2014	85		
				Total	425	360	85%
SL - 1.8	COMMUNITY BEAUTIFICATION Improve the availability of a suitable living environment by providing graffiti removal within CDBG target areas	CDBG	Total Number of Persons Assisted	2010	57,751	57,751	100%
				2011	57,751	57,751	100%
				2012	57,751	57,751	100%
				2013	57,751		
				2014	57,751		
				Total	57,751	57,751	100%
SL - 1.9	HEALTH SERVICES Improve the availability of a suitable living environment by offering health screenings, education and immunizations, and providing lead hazard screening.	CDBG	Total Number of Persons Assisted	2010	650	398	61%
				2011	650	Program Defunded	
				2012	650		
				2013	650		
				2014	650		
				Total	3,250	398	12%

SL – 1.10	FAIR HOUSING SERVICES Improve the availability of a suitable living environment by providing for tenant/landlord counseling and fair housing services.	HOME	Total Number of Persons Assisted	2010	300	233	78%
				2011	300	245	82%
				2012	300	296	99%
				2013	300		
				2014	300		
				Total	1,500	774	52%
SL – 1.11	INFRASTRUCTURE IMPROVEMENTS Provide Needed Infrastructure Improvements to Low/Mod Persons	CDBG	Total Number of Persons Provided Improved Access to Public Improvements	2010	3,611	0	0%
				2011	3,611	0	0%
				2012	3,611	0	0%
				2013	3,611		
				2014	3,611		
				Total	3,611	0	0%
SL – 1.12	COMMUNITY FACILITY IMPROVEMENTS Improve the availability of a suitable living environment by providing new and improved community facilities to serve low and moderate income populations.	CDBG	Total Number of Improved Community Facilities	2010	0	0	
				2011	2	2**	100%
				2012	0	1	-
				2013	1		
				2014	0		
				Total	2	3	150%
SL - 2 Affordability for the purpose of creating a Suitable Living Environment							
SL – 2.1	NO PROGRAMS FIT THIS CATEGORY						
SL - 3 Sustainability for the purpose of creating a Suitable Living Environment							
SL – 3.1	SECTION 108 Repayment Improve the sustainability of a suitable living environment by providing debt service on a loan used for construction of the Rugby Senior Housing parking garage, and a new loan for the Festival El Centro Retail Development Project.	CDBG	N/A	N/A	N/A	N/A	N/A
EO – 1 Availability/Accessibility for the purpose of creating Economic Opportunity							
EO – 1.1	ECONOMIC DEVELOPMENT PROGRAM Retain and attract businesses through provision of technical support, business resources and referrals.	CDBG	Total Number of Businesses Assisted	2010	1	0	0%
				2011	0	0	0%
				2012	0	25	-
				2013	25		
				2014	32		
				Total	1	25	2500%
EO-2 Affordability for the purpose of creating Economic Opportunity							
EO-2.1	NO PROGRAMS FIT THIS CATEGORY						

EO-3 Sustainability for the purpose of creating Economic Opportunity

EO – 3.1	DOWNTOWN PARKLET PILOT PROGRAM Improve the sustainability of businesses in the Downtown through the provision of parklets.	CDBG	Total Number of Businesses Assisted	2010	Program Unfunded		
				2011			
				2012			
				2013			
				2014	2		
				Total	2		

Notes:

Expected Number is predicated upon Huntington Park's 2010/11- 2014/15 Consolidated Plan.

**Actual Number is based upon FY 2012-13 CAPER.*

*** In FY 2011-12 two public facility projects were funded: 1) the Fitness Room Improvements Project at Salt Lake Park and Raul R. Perez Park; and 2) the Downtown Public Improvements Project. During the fiscal year, the Fitness Room Improvement project was completed; however performance indicator is based on the number public facilities completed, not the number of persons served, as is stated in the Consolidated Plan.*

**Table 3B
Annual Housing Completion Goals**

	Annual Expected / Number Completed	CDBG	HOME	ESG	HOPW A
ANNUAL AFFORDABLE HOUSING GOALS (SEC.215)					
Homeless households		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-homeless households	113	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special needs households		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL AFFORDABLE RENTAL HOUSING GOALS (SEC.215)					
Acquisition of existing units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production of new units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rehabilitation of existing units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance*	130	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Sec. 215 Affordable Rental	130	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL AFFORDABLE OWNER HOUSING GOALS (SEC.215)					
Acquisition of existing unfits		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production of new units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rehabilitation of existing units	3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Homebuyer Assistance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Sec. 215 Affordable Owner	3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL AFFORDABLE HOUSING GOALS (SEC.215)					
Acquisition of existing units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production of new units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rehabilitation of existing units	3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance	130	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Sec 215 Affordable Housing*	133	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL HOUSING GOALS					
Annual Rental Housing Goal	130	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual Owner Housing Goal	3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Annual Housing Goal	133	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*The estimated 130 TBRA-assisted units have been included based on guidance provided under the HUD CPD document "Guidelines for Preparing Consolidated Plan and Performance and Evaluation Report Submissions for Local Jurisdictions", which lists rental assistance as one of the methods for meeting rental housing goals under Section 215. It is noted, though, that TBRA may not technically qualify as a form of affordable housing under Section 215, since it does not comply with Section 215()(1)(E): "Housing that is for rental shall qualify as affordable housing under this title only if the housing will remain affordable, according to binding commitments satisfactory to the Secretary, for the remaining useful life of the property,

6. Monitoring

In accordance with the City of Huntington Park's monitoring protocols, the City monitors and/or site visits all of its subrecipients at least once per year. The City requires quarterly reports from all subrecipients. The final quarterly report will form the basis of the City's Annual Performance Report to HUD regarding the City's accomplishments in its efforts to achieve its Consolidated Plan goals.

In addition to the above, the City performs on-site inspections of the City's affordable rental housing units as required by 24 CFR 92.504 (d). The City has adopted protocols for monitoring its HOME-assisted affordable rental housing projects that include the Rugby Senior Apartments and the

Casa Bonita Apartments, as well as three acquisition and rehabilitation activities on Bissell Street. Monitoring of 6822 Malabar Street commenced in FY 2011-12 and at completion of 6700-6702/6614 Middleton Street and of the Mosaic Gardens at Huntington Park Project. In the interim, the City will review tenant income certifications prepared via the owner.

Date Completed	Project Name	Address	Project Type	Total Units	Restricted Units	Affordability Period
1997	Rugby Senior Apartments	6330 Rugby Avenue	Senior Rental Housing	184	37 Very Low 37 Low Income	2050
2002	Casa Bonita	6512 Rugby Avenue	Senior Rental Housing	80	80 Very Low	2057
2008	Bissell III Apts	6340 Bissell Street	Family Rental Housing	4	4 Low Income	2062*
2001	Bissell I Apts	6342-44 Bissell Street	Family Rental Housing	4	4 Low Income	2062*
2003	Bissell II Apts	6308-6312 Bissell Street	Family Rental Housing	7	2 Very Low 4 Low Income	2062*
2010	6822 Malabar Street	6822 Malabar Street	Family Rental Housing	10	2 Very Low 8 Low Income	2063
Under Construction	6702/6614 Middleton Street	6702/6614 Middleton Street	Family Rental Housing	11	2 Very Low 9 Low Income	2063
2004	Casa Bella	6902-30 Rita Avenue	For Sale Housing	15	7 Low Income	2025
2000	Santa Fe Village	2400-12 Randolph Street	For Sale Housing	17	8 Moderate	No resale controls
Under Construction	HP Mosaic Gardens	6337 Middleton Street	Family and Special Needs Rental Housing	24	17 Extremely Low 6 Very Low	2029 estimated**

* Affordable Housing Agreements were prepared in FY 2007 that extended the affordability period to 55 years.

** 15 years following Release of Construction Covenants

The City also annually monitors its two homeowner projects (Casa Bella - 6902 Rita Avenue; and Santa Fe Village - 2400-12 Randolph Street) to verify HOME-designated units remained the principal place of residency of the initial purchaser.

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, as well as an operating budget and residual receipt report;
- 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 HOME regulations at HOME Final Rule at 24 CFR 92.504(d):

Total No. of Units	Minimum Schedule
1 – 4 units	every 3 years
5 – 25 units	every 2 years
26+ units	annually

- Upon receipt of a developer’s project pro forma, the City conducts an economic analysis to ensure that, in accordance with the City’s “Underwriting and Developer Capacity Protocols for HOME Rental Project Feasibility” guidelines, the amount of warranted HOME assistance is necessary to provide affordable housing.

The City has the prerogative to monitor on-site more frequently, especially if a project is at risk because of outstanding findings or insufficient capacity.

The City of Huntington Park has adopted layering review guidelines in compliance with HOME Investment Partnerships Act (HOME) requirements set forth under Section 212(f) of the Cranston-Gonzalez National Affordable Housing Act, as amended, 24 CFR 92.250(b) of the HOME Final Rule and 24 CFR Part 91, the Consolidated Plan Final Rule. The City asserts that (a) prior to the commitment of funds to a project, the project is 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 “Underwriting and Developer Capacity Protocols” is also 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 infused, the City may opt to update the evaluation.

7. Homeless Strategy

The City understands that homelessness is caused by a variety of factors and that only through coordination of services and resources can the City be better positioned to address the issue. The City will continue to seek partnerships and funding opportunities, such as receiving \$665,002 in HPRP and future ESG funding if eligible, to address Continuum of Care needs. Following the Continuum of Care model of: 1) actions to prevent homelessness; 2) actions to address emergency shelter and transitional housing needs; and 3) actions to preserve and maintain existing affordable housing, Huntington Park will undertake the actions below to address chronic homelessness.

Actions to Prevent Homelessness

Through their office in Huntington Park, the Salvation Army provides the following emergency services: daily meals; emergency food boxes for families; monthly food bags for seniors; acute medical, dental, and vision care; showers; clothing vouchers; bus tokens; motel vouchers; utility

assistance; and referrals to outside agencies. Also, a limited amount of emergency rental assistance is available for qualified households.

The City will continue to provide CDBG funding support to the Southeast Churches Service Center (SCSC). The SCSC Emergency Food Program provides emergency "brown bag" groceries to families. The Center also provides bus tokens and taxi vouchers to link clients with other service agencies.

The City will also continue to contract with the Fair Housing Foundation to provide a wide range of fair housing services to ensure equal housing opportunities for its residents. By mediating disputes between tenants and property owners, the Fair Housing Foundation helps to minimize evictions and unjust rent increases.

Lower income households overpaying for housing are likely to be at risk of becoming homeless upon loss of employment. The City coordinates 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. Approximately 430 low-income households in Huntington Park currently receive assistance.

Actions to Address Emergency Shelter and Transitional Housing Needs

- 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.
- 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.
- The City has provided funding support to the Salvation Army/Southeast Services Corps, which serves as a referral agency for shelters in the area. The Salvation Army also provides bus tokens to assist in transportation to the shelters, as well as motel vouchers.

Actions to Preserve and Maintain Existing Affordable Housing

The following three Consolidated Plan priorities speak to maintaining and preserving the City's affordable housing: Priority 1.1: Strengthen housing and neighborhoods; Priority 1.2: Expand the supply of affordable housing; Priority 1.3: Preserve existing affordable housing.

Programs the City implements under these priorities include:

- Affordable housing development
- Section 8 rental assistance
- Preservation of existing assisted housing
- Residential Rehabilitation Program
- Code Enforcement Program

8. Meeting Underserved Needs

The City will continue to seek other resources and funding sources to address the biggest obstacle to meeting the community's underserved needs, which is the lack of funding and/or inadequate funding. The City will look for innovative and creative ways to make its delivery systems more comprehensive and to work to continue existing partnerships with both for-profit and not-for-profit organizations. The City entered into Affordable Housing Agreements with Oldtimers Housing Development Corporation for the acquisition, rehabilitation or new construction and management of 37 rental units for families. Recently, the City entered into another agreement with LINC CDC that leverages HOME funds with other sources including tax credits that generated another 24 affordable rental housing units.

Another serious underserved need is related to overcrowding. Single-parent households, elderly, and large families have underserved special housing needs. The City will continue to seek innovative and creative ways to address these underserved needs, such as working with developers to create units for larger households.

9. Fostering and Maintaining Affordable Housing

One of the priorities of the City is to preserve its existing affordable housing stock through rehabilitation, and to increase the supply of affordable housing through new construction. The City has negotiated an agreement to provide rehabilitation assistance with local funds to a developer acquiring Rugby Plaza Apartments, a 184-unit senior housing project.

10. Removing Barriers to Affordable Housing

The City firmly believes that its policies and current practices do not create barriers to affordable housing. In April 2007, 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 ministerially by the community Development Director, eliminating the requirement for the disabled applicant to undergo a zoning variance.

11. Public Housing

The City has no direct ties to any local housing agency and has no public housing, therefore, has found no occasion to enhance coordination between public and assisted housing providers. The City when appropriate will make referrals to suitable agencies and makes available publications of directories of programs and services.

12. Evaluate and Reduce Lead-Based Paint Hazard

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).

Additionally, the City is sub granting with the L.A. Community Legal Center to implement the Southeast Healthy Homes Program. This Program will provide an environmental education program comprised of lead-based paint education, training and screening to counter potential lead-based paint poisoning. The Southeast Healthy Homes Program will train community leaders and health providers in lead education and outreach, distribute educational materials, conduct lead-based paint screening of children, and enroll families with health providers and train tenants and owners in lead safe work practices.

In October 2009, the City applied for and 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 will enable 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. Ten workers will be trained and certified as lead workers and four community outreach workers along with City staff and community members will be trained in lead and healthy homes.

The HUD Lead Grant involves an extensive community outreach component. Outreach workers from the Los Angeles Community Legal Center and Communities for a Better Environment will conduct door-to-door outreach to over 550 households in targeted neighborhoods, educating residents on lead hazards and lead poisoning prevention, and referring property owners to the City's Lead Hazard Remediation Program. The City's Minor Home Repair contractor will 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. Community outreach workers will also conduct over 90 meetings to educate parents, daycare providers, youth, businesses and other community members about lead based paint hazards.

13. Reduce Number of Poverty Level Families

The City's ability to reduce or assist in reducing the number of households with incomes below the poverty line is dependent on the ability to increase the local employment base, and the ability to increase educational City's 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 with 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 funding for a variety of improvements, including additional promotion, security, and cleaning, and most recently a Downtown Specific Plan.
- The Southeastern LA County Small Business Development Corporation (SBDC) administers a business assistance program, providing 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, with the goal of ultimately gaining meaningful employment.

14. Institutional Structure

Public Agencies

The City of Huntington Park Community Development Department

The Community Development Department will continue to be the lead department for implementing housing programs, including residential and commercial rehabilitation, minor home repair, and affordable housing development. The Department is responsible for the overall administration of HUD grants. In that regard, the Department will prepare the Consolidated Plan and Analysis of Impediments to Fair Housing Choice every five years, draft the Annual Action Plan and CAPER, as well as all other reports required by federal rules and regulations. The Department has brought on staff dedicated to implementation of its housing program under the direction of the Housing and Community Development Manager, supported by a Project Manager and consultants.

The Community Development Department has contracted with a consultant for administration of the CDBG and HOME program to help address past issues of staff turnover. By outsourcing administration of the HUD program, the City has gained greater expertise in program administration assuring it of sufficient staffing capacity.

The City of Huntington Park Police Department

The Police Department is responsible for administering and implementing the Code Enforcement and Neighborhood Improvement Programs, as well as the 12 week Juveniles At-Risk Boot Camp Program.

The City of Huntington Park Department of Public Works

The Department is responsible for administering the graffiti removal contract with an outside agency, and for implementing a variety of public works projects – e.g. street and sidewalk improvements, drainage improvements – in low and moderate income neighborhoods.

The City of Huntington Park Department of Parks and Recreation

The Department of Parks and Recreation will continue to assist the City in carrying out its priorities with the After-School programs.

City of Huntington Park Planning Division

The Planning Division performs functions that directly affect development and rehabilitation of housing. The Planning Division oversees the permit process, and regulates compliance with zoning and building codes.

Nonprofit Organizations

Community Housing Development Organization (CHDO)

The City will continue to underwrite affordable housing projects developed or sponsored by CHDOs. The City is currently undertaking projects with Oldtimers Housing Development Corporation-IV and LINC Community Development Corporation.

Nonprofits providing Community Services

The City of Huntington Park will continue to support nonprofits that provide services and programs to the residents of Huntington Park. Most of these nonprofit organizations are multi-jurisdictional that will continue to receive regional support and regional financial assistance.

Private Industry

For-Profit Developers and Builders

The City will continue to work with developers to encourage the development of affordable housing for low and moderate-income people.

The biggest obstacle faced by the City and its partners is lack of availability of sufficient financial resources to make a strong and sustainable impact within the region.

15. Analysis of Impediments (AI) to Fair Housing Choice

The City of Huntington Park has prepared an Analysis of Impediments to Fair Housing Choice (AI). The AI was completed and adopted by the City Council in April 2007 and spans 2007-2012. In an effort to address specific findings identified in the City's 2007 AI, the City in collaboration with the Fair Housing Foundation, lending institutions, the real estate association, and other

service agencies are implementing several strategies including:

- Education and outreach activities that include cooperating with the FHF, continue multi-faceted fair housing outreach to Huntington Park residents, real estate professionals, apartment owners/managers, bankers and advocacy groups. Distribute multi-lingual fair housing literature to every household in the City through utility bill inserts, the City's quarterly newsletter, or other innovative ways to reach the general public.
- Enforcement activities that continue to provide investigation and response to allegations of illegal housing discrimination through the FHF. For cases that cannot be conciliated, refer to the Department of Fair Housing and Employment (DFEH), U.S. Department of Housing and Urban Development (HUD), small claims court, or to a private attorney, as warranted.
- Monitoring lending, housing providers, and local real estate practices that entail, for example, cooperation with FHF, monitor the reasons for denial of home purchase, refinancing and home improvement loans. Contact local lenders in Huntington Park to provide additional education and outreach on the loan approval process, how to improve credit ratings, and available favorable home purchase tools. Assist lenders in marketing financial literacy programs at City Hall.
- Continue investigative testing and auditing local real estate markets that include steps to conduct audits to evaluate apparent patterns of discrimination in Huntington Park, such as issues related to familial status, national origin and disability. To the extent such audits reveal significant discrimination, widely publicize the results to serve as a deterrent to other property owners and landlords.

In an effort to affirmatively further fair housing, the City entered into a multiyear contract with the Fair Housing Foundation (FHF) to provide comprehensive fair housing services. Under the terms of the annual contract amount, FHF is to provide these services including: (1) Discrimination Counseling, Complaint Intake, and Investigation, (2) General Housing (Landlord/Tenant) Counseling and Resolutions, (3) Enforcement and Impact Litigation, (4) Education and Outreach. The FHF provides these free services citywide to tenants/property owners/landlords and other housing advocates. The FHF also initiated the following key components to furthering fair housing:

- Innovative and effective enforcement programs to eliminate housing discrimination
- In-depth testing and investigation of complaints alleging housing discrimination
- Audits of housing practices based on areas of concern uncovered through counseling and testing
- Intensified education and outreach services targeting areas of concern

- Workshops and presentations designed to educate the public on fair housing laws and issues
 - General housing counseling and other appropriate referral services
 - Tester and other volunteer training
 - Promoting media interest in eliminating housing violations
- **Random Audits to Identify Potential Discrimination.** Audits are random investigations without a bonafide complaint. Audits serve as an educational tool to reveal potential discrimination for specific protected classes in predominately underrepresented areas. In addition, audits are performed to meet the output requirement for bonafide cases if actual bonafide cases were not received.
 - **Outreach and Education Services.** The Fair Housing Foundation provides a comprehensive, extensive, and viable education an outreach program. The purpose of this service is to educate tenants, landlords, owners, Realtors, and property management companies on fair housing laws; to promote media and consumer interest; and to secure grassroots involvement within the communities. In addition, FHF specifically targets outreach to persons and protected classes that are most likely to encounter housing discrimination.

16. Affirmative Marketing

Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulation at Section 3, Part 135 is intended to ensure that employment and other economic development opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, State, and local laws and regulations, be directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low income persons. To that end, the City's Section 3 Plan established goals and steps for all Section 3 covered projects and contracts for the City and covered contractors/developers in giving preference to local low and moderate-income persons or business concerns.

The City includes a set of forms in all bid packages for federally funded contracts. These forms consist of a listing of federal equal employment opportunity / affirmative action requirements, requirements for contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms, a certification regarding performance of previous contracts or subcontracts subject to the equal opportunity clause and the filing of required reports, and a certification regarding non-segregated facilities.

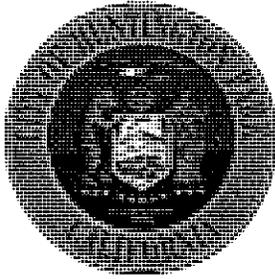
17. Citizen Participation

The City of Huntington Park's Citizen Participation Plan sets forth the general guidelines around which the Consolidated Plan is developed and outlines methods for citizens to guide and assist

the City in formulating the Plan. In 2005, the City updated its Citizen Participation Plan in compliance with 24 CFR 91.105, which it follows in carrying out all activities associated with its federal entitlement programs. The City provides for and encourages citizens to participate in the development of the Five Year Consolidated Plan, as well as the Annual Action Plan including amendments to the plan, the Annual Performance Reports and the proposed use of housing and community development funds. Residents, public agencies, and other interested parties, including those most affected, are given the opportunity to receive information, review and submit comments on proposed activities, including the amount of assistance the City anticipates receiving, and the range of activities that may be undertaken, including the estimated amount that will benefit low- and moderate-income persons.

To fully elicit public participation in the FY 2014-15 Annual Action Plan process, the City has taken the following steps:

- On February 18, 2014, the City Council conducted a public hearing to elicit discussion regarding Huntington Park's housing and community development needs.
- On March 17, 2014 the City Council may accept the FY 2014-15 Draft Annual Action Plan and authorize commencement of the 30-day public review period. Documents are available at the Office of City Clerk, Community Development Department front counter, Huntington Park Library, the City's Park and Recreation Department, as well as on the City's website. The City sent direct notifications to surrounding cities of the availability of the Annual Action Plan for comment.
- On May 5, 2014, the City Council will conduct a second public hearing, after which it may adopt the Fiscal 2014-15 Annual Action Plan.
- On or before May 16, 2014, the Annual Action Plan is submitted to HUD, triggering the 45-day HUD review and approval period.



CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

March 17, 2014

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:

RESOLUTION AUTHORIZING ATTENDANCE OF PROFESSIONAL DEVELOPMENT CONFERENCES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a resolution authorizing the City Council to attend Professional Development Conferences for the 2013-2014 and 2014-2015 fiscal year.
2. Authorize the Finance Department to adjust the Professional Development Accounts for City Council.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 3, 2014, City Council directed staff to prepare a resolution to authorize City Council's attendance of Professional Development Conferences during the 2013-2014 and 2014-2015 fiscal years. The proposed resolution authorizes Councilmembers to attend a minimum of three conferences per year, which will provide valuable professional development opportunities.

The City's Professional Development Conferences resolution was adopted on June 7, 2010 (Resolution No. 2010-34). On July 18, 2011, the City Council authorized each Councilmember to attend one conference per year with a cap not to exceed \$1,500 per Councilmember for the 2011-2012 fiscal year. The proposed resolution and budget provides sufficient resources to cover the costs to attend key annual conferences including California Contract Cities, Independent Cities Association, and the League of California Cities.

RESOLUTION AUTHORIZING ATTENDANCE OF PROFESSIONAL DEVELOPMENT CONFERENCES

March 17, 2014

Page 2 of 2

FISCAL IMPACT/FINANCING

The total conference attendance costs are \$25,000 and will be paid from the City's General Fund. Each Councilmember will be allocated \$5,000 to cover the costs to attend a minimum of three conferences, including the California Contract Cities Annual Municipal Seminar, the Independent Cities Association Summer Seminar, and the League of California Cities Annual Conference (see Attachment B for conference details).

CONCLUSION

Upon approval, the Finance Department will allocate funding in the amount of \$25,000 to the City Council's Professional Development Expense account for travel and conferences expenses.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.

ATTACHMENTS

- A: Resolution authorizing attendance of Professional Development Conferences
- B: Projected expenditures for conferences and travel

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

Resolution authorizing attendance of Professional Development
Conferences

ATTACHMENT "B"

**Projected Expenditures for Conferences and Travel
2013-2014 and 2014-2015 Fiscal Year**

ATTACHMENT B

Projected Expenditures for Conferences and Travel 2013-2014 and 2014-2015 Fiscal Year

<u>Conference</u>	<u>Total</u>
California Contract Cities Annual Municipal Seminar May 15-18, 2014 in Indian Wells, CA	
Registration	\$525
Hotel (3 nights)	\$812
Subtotal:	<u>\$1,337</u>
Independent Cities Association 2014 Summer Seminar July 10-13, 2014 in San Diego, CA	
*Registration	\$650
*Hotel (3 nights)	\$692
Subtotal:	<u>\$1,342</u>
League of California Cities 2014 Annual Conference & Expo Sept. 3-5, 2014 in Los Angeles, CA	
*Registration	\$525
*Hotel (3 nights)	\$318
Airfare	\$299
Subtotal:	<u>\$1,142</u>
Subtotal (3 conferences):	\$3,821
Additional conferences, misc. expenses:	\$1,179
Total:	<u>\$5,000</u>

**Note: Based on 2013 costs*

A per diem reimbursement for meals and snacks of \$60 per day shall be paid to individuals on business trips lasting at least one full day. Some conferences may absorb the cost of meals in registration. Parking expenses are reimbursed at the actual rate charged. The 2014 standard mileage rates for the use of a car is .56 cents per mile which is reimbursed upon the return of a conference.