

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Tuesday, February 2, 2016

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

Karina Macias
Mayor

Graciela Ortiz
Vice Mayor



Valentin Palos Amezcua
Council Member

Jhonny Pineda
Council Member

Marilyn Sanabria
Council Member

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

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

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

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

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

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

Public Comment

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

Mayor Karina Macias
Vice Mayor Graciela Ortiz
Council Member Valentin Palos Amezcuita
Council Member Jhonny Pineda
Council Member Marilyn Sanabria

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS AND ANNOUNCEMENTS

Performance by the Huntington Park Elementary School Music Class

“Certificates of Recognition” presented to Aspire Pacific Academy, Grades 6, 7, 8, 9, 12 and to the Parent Advisory Council for Volunteering their time Assisting the Huntington Park Salvation Army Feeding over 300 Families for Thanksgiving

“Certificate of Recognition” presented to United Pacific Waste (UPW) for their Generous Donation of Toys for the 2015 Holiday Toy Giveaway

“Certificate of Recognition” presented to Pastor Concepcion Roque of Ministerios Mahanaim for his Many Years of Generous Donations to the Huntington Park Community

Presentation by David Juarez, Field Representative from Assemblymember Miguel Santiago's office

Representative introduction and update from Office of LA County Assessor Jeffrey Prang

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code section 54956.9(d)(1)
Oso v. City of Huntington Park
2. LIABILITY CLAIM- [one potential matter] Government Code Section 54956.95
Claimant: Miriam Cruz, et al.
Agency claimed against: City of Huntington Park
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property Location: 6325 and 6613-6725 Rita Ave, Huntington Park, CA
APN#s: 6320-030-906 and 6322-017-901 through 910
Agency Negotiator: Edgar Cisneros, City Manager and Manuel Acosta,
Negotiating Parties: Pacific Blvd. Holdings 26 LLC
Under Negotiation: Terms of payment and price
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Government Code section 54956.9(d)(2)) - One matter
5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Government Code section 54956.9(d)(4)) - One matter

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

1-1 Regular City Council Meeting held Tuesday, January 19, 2015

FINANCE

2. **Approve Accounts Payable and Payroll Warrants dated February 2, 2016**

END OF CONSENT CALENDAR

PUBLIC HEARING

COMMUNITY DEVELOPMENT

3. Continued from January 19, 2016, City Council Meeting - **Adoption of Amendment No. One (Substantial) to the City of Huntington Park's Fiscal Year (FY) 2015/2016 – 2019/2020 Consolidated Plan and the 2015/2016 Annual Action Plan**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony;
3. Approve Amendment Number One (Substantial) to the 2015/16-2019/20 Consolidated Plan and 2015/16 Annual Action Plan, inclusive of any comments made during the previous 30-day public review period and during this evening's public hearing;
4. Authorize City Manager to transmit the amended components of the 2015/16-2019/20 Consolidated Plan and 2015/16 Annual Action Plan to the U.S. Department of Housing and Urban Development Department (HUD); and
5. Authorize City Manager to Amend the Subrecipient Agreements with Department of Parks and Recreation not to exceed \$92,354 and County of Los Angeles Library not to exceed \$15,000.

REGULAR AGENDA

COMMUNITY DEVELOPMENT

4. Continued from January 19, 2016, City Council Meeting - **Discussion and/or Action to Approve Subrecipient Agreements with HUB Cities Consortium to Administer the Huntington Park Youth Employment, Civic Engagement and Economic Development Business Assistance Pilot Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the subrecipient agreements with HUB Cities Consortium using Community Development Block Grant (CDBG) funds to administer the Huntington Park Youth Employment, Civic Engagement and Economic Development Business Assistance Pilot Programs; and
2. Authorize City Manager to sign agreements.

REGULAR AGENDA (continued)

COMMUNITY DEVELOPMENT (continued)

5. Update on the 2016 RECON International Council of Shopping Centers (ICSC)

- Presentation ONLY -

CITY COUNCIL

6. Approve Resolution Requesting LA County Transportation Authority to Fund Eco Rapid Transit and its Members to Engage in Predevelopment Transit Infrastructure Planning

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-03, Requesting LA County Transportation Authority to Fund Eco Rapid Transit and its Members to Engage in Predevelopment Transit Infrastructure Planning.

CITY MANAGER

7. Approve Resolution and the Memorandum of Understanding (MOU) with the Huntington Park General Employees' Association (GEA) Pending Ratification by the GEA

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Ratify the attached revised Memorandum of Understanding (MOU) which has been approved by a majority of the GEA membership for the period January 1, 2016 through December 31, 2018;
2. Adopt Resolution No. 2015-47, Approving and Adopting a Memorandum of Understanding (MOU) with the Huntington Park General Employees' Association and Rescinding Resolution Nos. 2015-03 and 2015-20; and
3. Pending ratification by the GEA, approve additional budget appropriation of \$67,490 in order to offset the balance needed for Fiscal Year (FY) 2015-2016 payroll expenditures.

REGULAR AGENDA (continued)

CITY MANAGER (continued)

8. Approve Resolution Adopting New Class Specifications for the Position of Recreation Manager

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-04, Adopting New Class Specifications for the Position of Recreation Manager.

9. Discussion and/or Approval of Code of Ethics for City of Huntington Park Council Members, Commissioners and Staff

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Discuss and/or approve the attached Code of Ethics for City of Huntington Park Council Members, Commissioners and Staff and/or;
2. Authorize the City Manager to publish and apply said policy.

PARKS AND RECREATION

10. Acceptance of Project Completion for the Installation of Sports Field Lighting System at Salt Lake Park

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Accept Notice of Completion for the installation of sport field lighting system at Salt Lake Park, as performed by California Professional Engineering, Inc. with a final contract amount of \$65,501;
2. Authorize City Engineer to sign Notice of Completion; and
3. Authorize City Clerk to file said notice with the County of Los Angeles Registrar-Recorder and once recorded, release retention payment within 35 days thereafter.

REGULAR AGENDA (continued)

POLICE

- 11. Approve the Appropriation of 2015-2016 Supplemental Frontline Law Enforcement Funding and Direct the Finance Department to Establish Separate Equipment and Staff Accounts for Police Department Expenditures**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Police Department's appropriation of \$254,088.48 of State of California Supplemental Frontline Law Enforcement Funding, which has already been received by the City; and
2. Direct the Finance Department to establish separate equipment and staffing account numbers for the expenditure of these funds by the Police Department.

PUBLIC WORKS

- 12. Continued from January 19, 2016, City Council Meeting - Approve Agreement with Central Basin Municipal Water District for Preparation of the Urban Water Management Plan**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve agreement with Arcadis and Central Basin Municipal Water District for the preparation of the Urban Water Management Plan;
 2. Authorize City Manager to execute agreement; and
 3. Appropriate the funds from the Water Enterprise fund.
- 13. Approve Project Plans, Specifications, and Bid Package and Authorize the Advertisement for Bids for the Pacific Boulevard Improvements from Florence Avenue to Slauson Avenue**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve project plans, specifications, and bid package for the Pacific Boulevard Improvements from Florence Avenue to Slauson Avenue;
2. Authorize the Public Works and Community Development Departments to advertise for bids;
3. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion

of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project; and

4. Authorize Staff, under the currently approved Augmentation Contract, to proceed with necessary work (Bid Advertisement, Bid Analysis, Project Management, Construction management, Inspection, Administration) in compliance with the terms and conditions of the contract, and not to exceed \$160,000 for the Pacific Boulevard Improvements from Florence Avenue to Slauson Avenue.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezcuita

Council Member Jhonny Pineda

Council Member Marilyn Sanabria

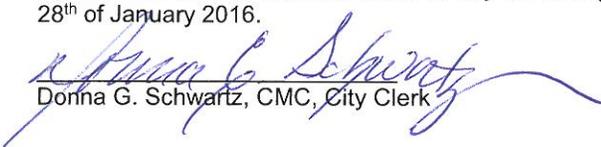
Vice Mayor Graciela Ortiz

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn in memory of Antelmo Lopez, Father-in-Law of Claude Bilodeau, Public Works Superintendent and Father of Dave Lopez, CBS 2 / KCAL 9 news to a Regular City Council Meeting on Tuesday, February 16, 2016, at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted within 72 hours at City of Huntington Park City Hall and made available at www.hpca.gov on the 28th of January 2016.


Donna G. Schwartz, CMC, City Clerk

Regular Meeting of the
City of Huntington Park City Council
Tuesday, January 19, 2016

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:15 p.m. on Tuesday, January 19, 2016, in the Council Chamber at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

ROLL CALL

PRESENT: Mayor Karina Macias; Vice Mayor Graciela Ortiz and Council Members Valentin Palos Amezcuita, Jhonny Pineda, and Marilyn Sanabria. CITY OFFICIALS/STAFF: Edgar Cisneros City Manager; Arnold Alvarez-Glasman; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Jan Mazyck, Interim Finance Director; Manuel Acosta, Economic Development Manager; Fernanda Palacios, Project Manager; Michael Ackerman, City Engineer and Donna Schwartz, City Clerk.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by America Osuna, 4th grader, Lucille Roybal-Allard Elementary School.

INVOCATION

The invocation was led by Mayor Macias.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Appreciation" to America Osuna for leading the Pledge of Allegiance.

Council presented a "Certificate of Recognition" to Joe's Organization for Youth for their Generous Donation of Toys for the 2015 Holiday Toy Giveaway

Council presented a "Certificate of Recognition" to Linda Marquez High School Key Club for their Generous Donation of Toys for the 2015 Holiday Toy Giveaway

Council presented certificates to the winners of the Mayor's 2015 Holiday Home Decorating Contest.

Was unable to attend - "Certificate of Recognition" presented to Police Officer David Lopez for 21 years of Dedicated Service to the City of Huntington Park and the Huntington Park Police Department.

Council presented a "Certificate of Recognition" to Abigail Valle for being the First Female Officer to Earn the Rank of Sergeant in the History of the City of Huntington Park's Police Department.

Motion: Council Member Pineda motioned for two Public Comment periods, one in the beginning of the agenda on agenda items only and one at the end of the agenda for non-agenda items, seconded by Council Member Sanabria. Motion passed 4-1 by the following vote:

ROLL CALL:

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

PUBLIC COMMENT – Agenda Items Only

1. Robin Hvidston, spoke in regards to item 10 on the agenda voicing concern with the amount of monies being requested and feels this can be done by teleconference and monies can be used to fix roads.
2. Arthur Schaper, commented on item 7, noting that this program will shut down streets and cause traffic. He stated that people should be encouraged to buy cars, not bicycles. He commented on item 10 and feels the monies can be used towards debt and defray costs and used to repair and widen streets so residents can park. He noted meeting cancelled on January 5th, letter from DA, those that have been asked to leave the chambers and monies used for the CicLAvia.

STAFF RESPONSE - None

CLOSED SESSION

At 6:42 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager
Employee Organization: General Employees Association (GEA)
2. LIABILITY CLAIM- [one potential matter] Government Code Section 54956.95
Claimant: Graciela Lopez
Agency claimed against: City of Huntington Park
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Case Name: The Cities of Duarte and Huntington Park vs. State Water Resources Control Board; The California Regional Water Quality Control Board, Los Angeles Region, and Does 1 through 100, inclusive. Case No. BS156303
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Government Code section 54956.9(d)(2)) - One matter

At 7:56 p.m. Mayor Macias reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced Council discussed Closed Session items 1 through 4 stating for Item 1, by Council consensus, direction was given to City Manager and City Attorney to revise previous existing contract as proposed by GEA and for City Manager to bring back to Council for review and consideration at the next City Council meeting. Item 2, by Council consensus, direction to City Manager for possible resolution. Item 3, unanimous decision by Council, gave City Attorney direction to inform Special Counsel that the City of Huntington Park wishes to be dismissed from this litigation. Item 4 regarding HP Tow, no action was taken.

Motion: Vice Mayor Ortiz moved to reopen Public Comment for agenda items only, seconded by Council Member Sanabria. Vote passed by one motion.

PUBLIC COMMENT – Agenda Items Only

1. Raul Rodriguez, We the People Rising, America First Latinos, commented on the Brown Act being violated, item 10 voicing concern with the amount of monies being requested and wants to know what the Council is intending to do with regards to item 10.

PUBLIC COMMENT (continued) – Agenda Items Only

2. DeAnn D’Lean, We the People Rising, mentioned the two commission appointments, requested a forensic audit and commented on item 10 regarding the monies being requested and feels it should be spent on sidewalks, parks & maintenance, streets and hiring more police to patrol the streets.
3. Dr. Newman, We the People Rising, commented on item 10, questioned if it was a budgeted item, is opposed to the request for monies and wants the citizens to know what is happening here.

At 8:10 p.m. Mayor called for a RECESS.

At 8:15 p.m. Mayor RECONVENED the meeting with all Council Members present.

Second reading - Sergeant at Arms read the Rules of Decorum. First reading was read at the start of the Successor Agency Meeting held before the City Council Meeting.

At 8:16 p.m. Mayor called for a RECESS.

At 8:29 p.m. Mayor RECONVENED the meeting with all Council Members present.

CONSENT CALENDAR

Motion: Council Member Sanabria motion to approve Consent Calendar items with a minor change to the December 23, 2015, special meeting minutes, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

OFFICE OF THE CITY CLERK

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

1-1 Regular City Council Meeting held Tuesday, December 15, 2015

1-2 Special Meeting of the City Council held Wednesday, December 23, 2015

FINANCE

2. Approved Accounts Payable and Payroll Warrants dated January 19, 2016.

END OF CONSENT CALENDAR

PUBLIC HEARING

COMMUNITY DEVELOPMENT

3. Adoption of Amendment No. One (Substantial) to the City of Huntington Park's Fiscal Year (FY) 2015/2016 – 2019/2020 Consolidated Plan and the 2015/2016 Annual Action Plan

Mayor Macias opened the item up for public comment.

Public Comment - None

Mayor Macias closed public comment.

Motion: Council Member Sanabria motioned to approve request by staff to table the item to the February 2, 2016, City Council Meeting, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

4. Appeal of Planning Commission Decision on Case No. 2015-08 DP/VAR (Development Permit and Variance)

Mayor Macias opened the item up for public comment.

Public Comment

1. Juan Gutierrez, applicant, spoke in support of the proposed project. He noted the concerns that were raised by the Planning Commission and proceeded to address them and noted that in his neighborhood there are other two-story homes and explained that this home was his mother's and that this has been a long-time dream of his.

2. Sonia Medina, spoke in support of the applicant and the proposed project.

3. Alex Reynoso, feels it's a good idea to build two brand new homes and spoke in support of the proposed project.

Mayor Macias closed public comment.

Motion: Council Member Pineda motioned to **overturn** the Planning Commission's decision to deny a request for a Development Permit to allow the construction of two new residential dwelling units, and a Variance to deviate from the Residential High-Density (R-H) development standards, on property located at 7005 Marbrisa Avenue within the R-H Zone, seconded by Council Member Amezcuita. Motion **failed 2-3** by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita and Pineda

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

Motion: Council Member Sanabria motioned to **uphold** the Planning Commission's decision to deny a request for a Development Permit to allow the construction of two new residential dwelling units, and a Variance to deviate from the Residential High-Density (R-H) development standards, on property located at 7005 Marbrisa Avenue within the R-H Zone, seconded by Vice Mayor Ortiz. Motion **passed 3-2** by the following vote:

ROLL CALL:

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

REGULAR AGENDA

CITY COUNCIL

5. Adopt Resolution in Support of Homeowners' Exemption Awareness Month

Motion: Council Member Sanabria motioned to adopt Resolution No. 2016-02, Proclaiming January 2016 as "Homeowner's Exemption Awareness Month," seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

COMMUNITY DEVELOPMENT

6. Discussion and/or Action to Approve Subrecipient Agreements with HUB Cities Consortium to Administer the Huntington Park Youth Employment, Civic Engagement and Economic Development Business Assistance Pilot Program

Motion: Council Member Sanabria motioned to approve request by staff to continue the item to the February 2, 2016, City Council Meeting, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

7. Approval of Southeast Cities CicLAvia Event

Motion: Council Member Sanabria motioned to approve appropriation of \$598,515 in reimbursable grant funds awarded by the Los Angeles County Metropolitan Transit Authority (Metro) to fund all costs associated with the open streets event; authorize a contract with CicLAvia in the amount not to exceed \$315,515, for the implementation and management of the open streets event; authorize the City Manager to sign the contract; approve a Memorandum of Understanding (MOU) for the disbursement of Metro funds with each of the following grant partners: County of Los Angeles, and the Cities of Los Angeles, South Gate and Lynwood; authorize the City Manager to sign the MOUs in a form approved by legal counsel and waive the Activity in Public Spaces fee of \$542.62 for this City sponsored event, seconded by Council Member Amezcuita. Motion passed by the following vote:

ROLL CALL:

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

8. Approval of Subrecipient Agreements with Los Angeles Community Legal Center (LACLC) and Neighborhood Housing Services (NHS)

At 9:32 p.m. Council Member Pineda left the Chambers.

REGULAR AGENDA ITEM 8 (continued)

Motion: Council Member Sanabria motioned to approve three-year Subrecipient Agreements with LACLC and NHS in an amount not to exceed \$85,284 each to perform outreach, unit enrollment and educational activities for the City's Lead Based Paint Hazard Control Program (LBPHC) and authorize City Manager to sign agreements, seconded by Vice Mayor Ortiz. Motion passed 4-0 by the following vote:

ROLL CALL:

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

At 9:35 p.m. Council Member Pineda returned.

COMMUNITY DEVELOPMENT/POLICE

9. Discussion and/or Action Regarding Parking Conditions on Cudahy Street and 61st Street

At 9:40 p.m. Council Member Sanabria left the Chambers, at 9:47 p.m. she returned.

Motion: Vice Mayor Ortiz moved to receive and file report on parking conditions on Cudahy Street and 61st Street, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

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

10. Discussion and/or Action to Attend the 2016 RECON International Council of Shopping Centers (ICSC) in Las Vegas, May 22-25, 2016

Motion: Council Member Sanabria motioned to approve the participation of the City at the 2016 RECON ICSC Conference in Las Vegas, Nevada and authorized a budget appropriation of an amount not to exceed \$12,000 for the cost of the ICSC conference expenses and directed staff to bring back an update on the plan for ICSC at the next council meeting, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

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

CITY MANAGER

11. Discussion and/or Approval of New Huntington Park Shuttle Design and/or Service Name

Motion: Council Member Sanabria motioned to approve a new shuttle design for the Huntington Park Shuttle Service and authorized the City Manager to implement said changes as soon as feasible with Design B3 to modify seal to be straightened with more gradient effect on the yellow with blue on top and to add glow behind the name, seconded by Vice Mayor Ortiz. Motion passed 3-1-1 by the following vote:

ROLL CALL:

REGULAR AGENDA ITEM 11 (continued)

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

FINANCE

12. Approval of Modifications to the City's Dial-A-Ride Service

Motion: Council Member Sanabria motioned to approve implementation of Dial-A-Ride service modifications and directed City Manager to execute a third amendment to the City's Agreement with Administrative Services Cooperative, Inc. to reflect the service modifications, seconded by Vice Mayor Ortiz. Motion passed 4-1 by the following vote:

ROLL CALL:

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

PUBLIC WORKS

13. Approve Agreement with Central Basin Municipal Water District for Preparation of the Urban Water Management Plan

Motion: Vice Mayor Ortiz motioned to approve request by staff to continue the item to the February 2, 2016, City Council Meeting, seconded by Council Member Sanabria. Motion passed 4-1 by the following vote:

ROLL CALL:

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

14. Approve Project Plans, Specifications and Advertise for Bids for the Crosswalk Improvements at 57th and 58th Streets at Pacific Boulevard project

Motion: Council Member Sanabria motioned to approve project plans and specifications for the Crosswalk Improvements at 57th and 58th Streets at Pacific Boulevard project, authorize the Public Works and Community Development Departments to advertise for bids, approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project and authorize under the currently approved Staff Augmentation Contract, Transtech, to proceed with necessary work (Bid Advertisement, Bid Analysis, Project Management, Construction management, Inspection, Administration) in compliance with the terms and conditions of the contract, and not to exceed 10% of the project budget for Crosswalk Improvements at 57th and 58th Streets at Pacific Boulevard, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

At 10:54 p.m. Mayor called for a RECESS.

At 11:05 p.m. Mayor RECONVENED the meeting with all Council Members present.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

PUBLIC COMMENT – Non-Agenda Items

1. Jamie, resident, spoke in regards to a red zone on Randolph that has a drive way access but leads to nowhere, he parks there and gets tickets and feels its free parking he continued with showing pictures of areas that have partial red where people park and get tickets, noted area on Clarendon and that he has spoken to someone regarding his tickets and is waiting for a response.
2. Rick Loya, former Mayor, noted the issue of the FBI informant, commended Council Member Amezcuita for taking his oath seriously, he himself being an informant, and commented on oaths taken by elected officials.
3. Sandra Orozco, thanked Amezcuita for doing the right thing with regards to the FBI, remarked all are going to jail, noted Bell issue, issues with Huntington Park and Cudahy, commented on the City Manager, Police Department noting number of officers at the meeting and she will be watching this area.

At 11:17 p.m. Vice Mayor Ortiz and Council Member Sanabria left the Chambers.

4. Arthur Schaper, remarked yes, stated We the People don't hate people, they hate actions by Council, commented on undocumented immigrants, remarked rescind appointments, asked Council to resign their posts, city for citizens and all positions for public trust, questioned cancellation of Jan 5th meeting, why a special meeting, termination of HP Tow contract, and contributions to Mayor during elections.
5. Raul Rodriguez Jr., remarked remove the two appointments, demanded forensic audit, read a letter with regards to Nick, commented on Nick and issues he had in the city, noted violation of oath and Constitution of the State of California and citizens that are undocumented immigrants.

At 11:25 p.m. Vice Mayor Ortiz returned to the Chambers.

6. Robert Lautin, We the People Rising, commented on a previous agenda item with regards to parking and bike lanes, a previous request made by a resident regarding over flow parking and mentioned Congresswoman Lucille Roybal-Allard and other presidential candidates supporting foreign workers.
7. Nick Ioannidis, spoke in opposition to Council, commented on former Mayor Raul Perez, issues he's had in the city, his love for the country and feels city isn't respecting him.

At 11:29 p.m. Council Member Sanabria returned to the Chambers.

8. Mary Newman, We the People Rising, demanded removal of the two0 undocumented immigrants, noted council represents the citizens, feels other cities will follow suit to appoint other immigrants, spoke in opposition to decisions made by Council, demanded removal of the two undocumented immigrants, requested a forensic audit, contracts with towing companies need to be examined and again requested the two undocumented immigrants be removed.
9. Crign Howcomb, We the People Rising, requested undocumented immigrants be removed, requested forensic audit, concerned with illegals in city office, not against anybody personally, feels qualifications are needed for certain positions, asked to appoint qualified people not undocumented immigrants and is disappointed with how things are in the City.

PUBLIC COMMENT (continued) – Non-Agenda Items

10. Dr. Nelson, We the People Rising, stated Dr. Newman invited him to attend the meeting, read words on the wall, commented on issues in Africa, on happenings tonight, tablets used by the Council, stated he would pray for the Council and noted actions by people at the meeting.
11. Kaisore Braracb, We the People Rising, stated he was from India and came to this Country legally, requested to remove the two appointments, get qualified people and/or hire veterans.
12. David Andrew Newman, stated he attends college and traveled two hours to express his opinion of the two undocumented immigrants and is opposed. Remarked there are laws and statutes in place, there are people that can do the job legally and people that can do the right thing. He noted corruption and a verse in the bible.
13. Betty Retama, feels the city has hit rock bottom, feels her freedom of speech is being robbed and demanded state law be followed when she feels the Council is not following it and concluded with speaking in opposition of Council.
14. Gwen Yinsug, stated she is a U.S. citizen, noted the video regarding the appointments made by Council Member Pineda, referenced proverbs, noted she has an application to become a commissioner and the process and commented on a resident who is a property owner and the requirements the City has on parking regulations.
15. Carol Schlaepfer, We the People Rising, commented on the history of the City, Council meetings, public comment periods, requested the two appointments be removed and replaced with legal citizens, invocation, oath and commented on disrespectful behavior.
16. Janet West, We the People Rising, spoke in opposition to decisions made by Council, the two appointments, background checks, fraudulent claims that can be made against them and mentioned Donald Trump and his proposed rallies in California.
17. Stella Stephens, noted government code sections with regards to closed session items, commented on the two appointments, requested they be replaced with citizens, spoke in opposition of Council, acknowledged Council Member Amezquita remarked yes and stated you have many violations.
18. Robin Hvidston, We the People Rising, noted a card she completed on Item 7 and feels she was denied from speaking on the item, she commented on the two undocumented immigrants and asked that they be rescinded and replaced with two Huntington Park citizens, legal citizens, acknowledged Mr. Schaper and an article he wrote and submitted the article.
19. Deann D'Lean, We the People Rising, requested removal of the two undocumented immigrants, demanded a forensic audit, thanked hero Amezquita, showed a poster she made, commented on oaths taken, constitution, recall and asked to redefine budget.
20. Vaughn Becht, commented on the invocation, privilege and entitlement, manipulation and spoke in opposition of Council.
21. Wiley Drake, represents Congressional Prayer Conference in Washington D.C., spoke in opposition to Council and the decisions by Council, and stated the FBI will receive a report and video from him. Commented on President Obama, impeachment, and undocumented immigrants.
22. Mike McGet, commented on the Brown Act, and Rules of Decorum, spoke in opposition of Council and asked that the two undocumented immigrants be removed.

PUBLIC COMMENT (continued) – Non-Agenda Items

23. Lynda Jones, commented on previous shouting of the word “hate” and stated it’s not true that she doesn’t hate anyone but loves the law. Feels undocumented immigrants shouldn’t hold office and spoke in opposition of Councils decisions.
24. Valentin Amezcuita, read government code section on page 2 on the agenda, commented on change to public comment period made by Council Member Pineda, feels rules have been changed when public comment period is changed, maneuvers to cut freedom. He mentioned he had voted for the termination of the HP Tow contract at the special meeting, stated he didn’t get a call by anyone but may have gotten an email isn’t sure phone wasn’t working, commented on running for office for city business to protect city interest with regards to city business. He supports immigration reform but not appointment of undocumented immigrants.

At 12:20 a.m. Vice Mayor Ortiz motioned to adjourn the meeting, seconded by Council Member Sanabria. Motion passed 4-1 by one motion. (Council Member Amezcuita NO).

COUNCIL COMMUNICATIONS - None

ADJOURNMENT

The City of Huntington Park City Council will adjourned to a Regular City Council Meeting on Tuesday, February 2, 2016, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

City of Huntington Park List of Funds

Fund	Description	Fund	Description
111	General Fund	237	Community Planning
112	Waste Collection/Disposal	239	Federal CDBG Fund
114	Spec Events Contrib Rec	240	HUD EZ/EC Soc Sec Block
115	Contingency Fund	242	HUD Home Program
120	Special Revenue DNA ID	243	HUD 108 B03MC060566
121	Special Revnu Welfare Inm	245	EPA Brownfield
150	Emergency Preparedness	246	LBPHCP-Lead Base
151	Economic Development	247	Neighborhood Stabilization
201	Environmental Justice	248	Homelessness Prevention
212	P & R Grants	252	ABC
213	Park Facilities	275	Successor Agency
214	Recreation Field Charter	283	Sewer Maintenance Fund
216	Employees Retirement Fund	285	Solid Waste Mgmt Fund
217	OPEB	286	Illegal Disposal Abatemnt
219	Sales Tax-Transit Fund A	287	Solid Waste Recycle Grant
220	Sales Tax-Transit C	334	Ped/Bike Path Fund
221	State Gasoline Tax Fund	349	Capital Improvement Fund
222	Measure R	475	Public Financng Authority
223	Local Origin Program Fund	533	Business Improv Dist Fund
224	Office of Traffc & Safety	535	Strt Lght & Lndscp Assess
225	Cal Cops Fund	681	Water Department Fund
226	Air Quality Improv Trust	741	Fleet Maintenance
227	Offc of Criminal Justice	745	Worker's Compensation Fnd
228	Bureau of Justice Fund	746	Employee Benefit Fund
229	Police Forfeiture Fund	748	Veh & Equip Replacement
231	Parking System Fund	779	Deferred Comp. Trust Fund
232	Art in Public Places Fund	800	Pooled Cash
233	Bullet Proof Vest Grant	801	Pooled Cash Fund
234	Congressional Earmark	802	Pooled Interest
235	Federal Street Improvmnt		

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
ADMIN SURE	9101	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40	N
				7,080.40	
ADMINISTRATIVE SERVICES COOP, INC.	327690	219-0250-431.56-45	Dial-A-Ride (All City)	64,884.42	N
				64,884.42	
AFSCME COUNCIL 36	PPE 1-17-16	802-0000-217.60-10	Association Dues	680.40	Y
				680.40	
AMERICAN CELEBRATIONS	155044	111-7010-421.61-20	Dept Supplies & Expense	22.84	N
				22.84	
AMERICAN EXPRESS	1_CH_1712FJ	111-0110-411.58-20	Valentin Palos Amezquita	450.00	Y
	1_CH_17131M	111-0110-411.58-21	Marilyn Sanabria	450.00	Y
	1_CH_1712XK	111-0110-411.58-22	Jhonny Pineda	450.00	Y
	1_CH_1712BD	111-0110-411.58-23	Graciela Ortiz	450.00	Y
	12100100245	111-0110-411.61-20	Dept Supplies & Expense	200.00	Y
	4677897	111-0110-411.66-05	Council Meeting Expenses	122.37	Y
	262900225	111-0110-411.66-05	Council Meeting Expenses	59.06	Y
	1_CH_17KDDP	111-0120-413.59-15	Professional Development	450.00	Y
	1_CH_17INSI`	111-0210-413.59-15	Professional Development	450.00	Y
	31099535355	111-0210-413.61-20	Dept Supplies & Expense	125.00	Y
	885643	111-0210-413.61-20	Dept Supplies & Expense	13.35	Y
	47530503	111-0210-413.61-20	Dept Supplies & Expense	10.36	Y
	520303	111-0230-413.61-20	Dept Supplies & Expense	114.50	Y
	206200281	111-0230-413.64-05	Employee Recognition	32.68	Y
	31180	111-0230-413.64-05	Employee Recognition	3,149.69	Y
	22138794	111-3010-415.59-15	Professional Development	107.11	Y
	28914182MGN	111-3010-415.61-20	Dept Supplies & Expense	9.95	Y
	12198	111-4010-431.59-15	Professional Development	27.50	Y
	12210100251	111-5010-419.61-20	Dept Supplies & Expense	55.93	Y
	000670000	111-6020-451.61-35	Recreation Supplies	16.35	Y
	85175305336	111-7010-421.61-20	Dept Supplies & Expense	55.50	Y
	704850	111-7010-421.61-20	Dept Supplies & Expense	375.00	Y
	00659630	111-7010-421.61-20	Dept Supplies & Expense	20.00	Y
	12/2-12/20/15	111-7030-421.61-20	Dept Supplies & Expense	291.49	Y

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AMERICAN EXPRESS	0336308	111-7030-421.61-20	Dept Supplies & Expense	47.00	Y
	29282	111-7030-421.61-20	Dept Supplies & Expense	72.31	Y
	12/02-12/24/15	111-7030-421.61-20	Dept Supplies & Expense	379.94	Y
	85189935336	239-5060-463.59-15	Professional Development	50.00	Y
				8,035.09	
AMERICAN FAMILY LIFE ASSURANCE	PPE 1-17-16	802-0000-217.50-40	Life-Cancer Insurance	106.58	Y
				106.58	
AMERIFACTORS	12327	111-8020-431.43-10	Buildings - O S & M	4,706.58	N
	12271	111-6022-451.43-10	Buildings - O S & M	405.55	N
				5,112.13	
ANTHEM SPORTS, LLC	146196	535-6090-452.61-20	Dept Supplies & Expense	262.72	N
				262.72	
ANTHONY ROEL	HP-S0228	111-6030-451.61-35	Recreation Supplies	88.00	N
				88.00	
ARROYO BACKGROUND INVESTIGATIONS	783	111-7010-421.56-41	Contract/Other	1,350.00	N
				1,350.00	
AT&T	7515926	111-9010-419.53-10	Telephone & Wireless	3,037.22	N
	7515925	111-9010-419.53-10	Telephone & Wireless	1,781.19	N
	7573879	111-9010-419.53-10	Telephone & Wireless	401.84	N
	7515927	111-9010-419.53-10	Telephone & Wireless	861.13	N
	7385729	111-9010-419.53-10	Telephone & Wireless	3,037.22	N
	7385728	111-9010-419.53-10	Telephone & Wireless	1,781.19	N
	7385730	111-9010-419.53-10	Telephone & Wireless	861.13	N
	7515928	681-8030-461.53-10	Telephone & Wireless	616.28	N
	7385731	681-8030-461.53-10	Telephone & Wireless	616.28	N
				12,993.48	
AT&T MOBILITY	870062392X01142	111-7010-421.53-10	Telephone & Wireless	800.72	N
	993625860X11420	111-7010-421.53-10	Telephone & Wireless	3,796.34	N
	832433777X12142	681-8030-461.53-10	Telephone & Wireless	146.49	N
				4,743.55	

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AT&T PAYMENT CENTER	1/7/16-2/6/16	111-7010-421.53-10	Telephone & Wireless	66.91	N
	11/28-12/27/15	111-7010-421.53-10	Telephone & Wireless	322.37	N
	12/7-1/6/16	111-7010-421.53-10	Telephone & Wireless	315.29	N
	1/7/16-2/6/16	111-9010-419.53-10	Telephone & Wireless	80.99	N
	1/7/16-2/6/16	111-9010-419.53-10	Telephone & Wireless	195.55	N
	1/7/16-2/6/16	111-9010-419.53-10	Telephone & Wireless	101.30	N
	1/7/16-2/6/16	111-9010-419.53-10	Telephone & Wireless	33.29	N
	1/7/16-2/6/16	111-9010-419.53-10	Telephone & Wireless	33.29	N
	1/7/16-2/6/16	111-9010-419.53-10	Telephone & Wireless	33.29	N
	1/7/16-2/6/16	111-9010-419.53-10	Telephone & Wireless	33.29	N
				1,215.57	
BENEFIT ADMINISTRATION CORPORATION	6026378-IN	111-0230-413.56-41	Contractual Srvc - Other	50.00	N
				50.00	
BOB BARKER COMPANY INC.	WEB000406946	121-7040-421.56-14	Welfare Inmate Fd Expense	68.16	N
				68.16	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 12/20/2015	802-0000-217.30-10	PERS	32,541.56	N
	PPE 12/20/2015	802-0000-218.10-10	PERS Employer	29,811.72	N
	PPE 12/20/2015	802-0000-218.10-10	PERS Employer	41,008.43	N
	100000014690681	216-0230-413.23-00	PERS Contributon-NonSworn	966.00	N
	100000014688794	216-0230-413.23-00	PERS Contributon-NonSworn	2,688.00	N
	100000014690330	216-0230-413.24-00	PERS Contributon-NonSworn	126.00	N
	100000014688837	216-0230-413.24-00	PERS Contributon-NonSworn	2,226.00	N
				109,367.71	
CALPERS	1942	802-0000-217.50-10	Health Insurance	155,651.39	N
	100000014683028	111-7010-421.24-50	Unfunded Pers Contr-Sworn	83,930.00	N
	1942	746-0213-413.56-41	Contractual Srvc - Other	493.65	N
	1942	217-0230-413.28-00	Retiree Health Ins Premum	141,562.66	N
	1942	217-0230-413.56-41	Contractual Srvc - Other	493.64	N
				382,131.34	
CANON	15678509	111-9010-419.43-15	Financial Systems	693.88	N
				693.88	
CARIDAD PEREZ	18893-1590	681-0000-228.70-00	Refund	11.02	N
				11.02	

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CASA BONITA SENIOR APARTMENTS	02/01/2016	242-5098-463.73-15	Improvement Affrdble Hsng	8,212.74	N
				8,212.74	
CCAP AUTO LEASE LTD	01/15/2016	226-9010-419.74-10	Equipment	223.72	N
	01/15/2016	226-9010-419.74-10	Equipment	223.72	N
				447.44	
CDCE INCORPORATED	130379	111-7010-421.61-20	Dept Supplies & Expense	305.00	N
				305.00	
CENTRAL BASIN MWD	HP-DEC15	681-8030-461.41-00	Water Resources/Purchase	138,546.21	N
				138,546.21	
CHRISTIAN OLIVA	HP-S0224	111-6030-451.61-35	Recreation Supplies	88.00	N
				88.00	
CHRISTINA L. DIXON	12/09/2015	111-4010-431.59-15	Professional Development	30.00	N
	113877	285-8050-432.61-20	Dept Supplies & Expense	24.00	N
				54.00	
CITY OF HUNTINGTON PARK - STANDARD	PPE 1-17-16	802-0000-217.50-70	Life, ADD, LT Disability	912.28	N
				912.28	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 1-17-16	802-0000-217.30-30	Med Reimb 125	537.52	Y
				537.52	
CITY OF HUNTINGTON PARK GEA	PPE 1-17-16	802-0000-217.60-10	Association Dues	135.45	Y
				135.45	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 1-17-16	802-0000-217.60-50	Legal Sheild Plan	122.32	N
				122.32	
CITY OF VERNON	GEN-28165	221-8014-429.56-41	Contractual Srvc - Other	1,344.43	N
				1,344.43	
CLINICAL LAB OF SAN BERNARDINO, INC	947647	681-8030-461.56-41	Contractual Srvc - Other	1,183.50	N
				1,183.50	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 1-17-16	802-0000-217.50-40	Life-Cancer Insurance	1,614.40	Y
				1,614.40	

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
COOL PLANET WATER	20091-2103	111-7010-421.61-20	Dept Supplies & Expense	105.00	N
				105.00	
COPWARE, INC.	83274	111-7010-421.61-20	Dept Supplies & Expense	950.00	N
				950.00	
DAILY JOURNAL CORPORATION	B2826753	111-4010-431.54-00	Advertising & Publication	50.40	N
	B2826754	111-4010-431.54-00	Advertising & Publication	50.40	N
	B2790700	111-3013-415.54-00	Advertising & Publication	676.49	N
				777.29	
DAPEER, ROSENBLIT & LITVAK	10868	111-0220-411.32-20	Legal Exp - Police Matter	748.22	N
	10761	111-0220-411.32-20	Legal Exp - Police Matter	2,305.83	N
	10869	111-0220-411.32-20	Legal Exp - Police Matter	367.04	N
	10764	111-0220-411.32-20	Legal Exp - Police Matter	352.61	N
	10870	111-0220-411.32-20	Legal Exp - Police Matter	113.00	N
	10765	111-0220-411.32-20	Legal Exp - Police Matter	22.50	N
	10766	111-0220-411.32-20	Legal Exp - Police Matter	482.76	N
	10871	111-0220-411.32-20	Legal Exp - Police Matter	112.50	N
	10873	111-0220-411.32-20	Legal Exp - Police Matter	3,151.25	N
	10769	111-0220-411.32-20	Legal Exp - Police Matter	3,896.79	N
	10768	111-0220-411.32-20	Legal Exp - Police Matter	1,050.91	N
	10872	111-0220-411.32-20	Legal Exp - Police Matter	675.00	N
	10875	111-0220-411.32-20	Legal Exp - Police Matter	113.70	N
	10771	111-0220-411.32-20	Legal Exp - Police Matter	2,317.50	N
	10874	111-0220-411.32-20	Legal Exp - Police Matter	367.04	N
	10770	111-0220-411.32-20	Legal Exp - Police Matter	130.17	N
	10762	111-0220-411.32-20	Legal Exp - Police Matter	1,682.10	N
	10763	111-0220-411.32-20	Legal Exp - Police Matter	663.24	N
	10767	111-0220-411.32-20	Legal Exp - Police Matter	370.74	N
				18,922.90	
DATAPROSE, INC.	DP1503684	681-3022-415.53-20	Postage	1,361.75	N
	DP1503684	681-3022-415.56-41	Contractual Srvc - Other	837.93	N
				2,199.68	
DE LAGE LANDEN	48572536	111-7010-421.44-10	Rent (Incl Equip Rental)	95.48	N
				95.48	

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
DEKRA-LITE INDUSTRIES, INC.	INV037800	232-6010-419.73-10	Improvements	17,535.00	N
				17,535.00	
DELTA DENTAL	BE001472573	802-0000-217.50-20	Dental Insurance	9,398.97	N
				9,398.97	
DELTA DENTAL INSURANCE COMPANY	BE001469052	802-0000-217.50-20	Dental Insurance	3,082.31	N
				3,082.31	
DEPARTMENT OF ANIMAL CARE & CONTROL	01/15/2016	111-7065-441.56-41	Contractual Srvc - Other	5,010.66	N
				5,010.66	
DEPARTMENT OF CORONER	16ME0199	111-7030-421.56-41	Contract/Other	26.00	N
				26.00	
DEPARTMENT OF INDUSTRIAL RELATIONS	S 1328134 MR	111-8022-419.43-10	Buildings - O S & M	225.00	N
				225.00	
DEPARTMENT OF JUSTICE	140403	111-7030-421.56-41	Contract/Other	514.00	N
				514.00	
DUNCAN PARKING TECHNOLOGIES	DPT024647	231-7060-421.43-05	Office Equip - O S & M	391.00	N
				391.00	
EMMANUEL SOBERANIS	5275215	111-7010-421.61-20	Dept Supplies & Expense	68.04	N
				68.04	
ENTERPRISE FM TRUST	FBN2936502	226-9010-419.74-20	Vehicle Replacements	1,740.33	N
	FBN2936502	229-7010-421.74-10	Equipment	122.41	N
				1,862.74	
EVELIN HERNANDEZ	19273-7462	681-0000-228.70-00	Refund	63.77	N
				63.77	
F&A FEDERAL CREDIT UNION	PPE 1-17-16	802-0000-217.60-40	Credit Union	15,056.50	Y
				15,056.50	
FAIR HOUSING FOUNDATION	6	239-5060-463.56-41	Contractual Srvc - Other	632.21	N
				632.21	
FEDEX	5-239-21780	111-0110-411.61-20	Dept Supplies & Expense	54.61	N
				54.61	

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
FIRST CHOICE SERVICES	581087	111-9010-419.61-20	Dept Supplies & Expense	176.35	N
				176.35	
FLYERS ENERGY LLC	15-177922	741-8060-431.62-30	Fuel and Oil	1,081.00	N
				1,081.00	
FOUNTAIN SERVICES INC	8725	535-6090-452.61-20	Dept Supplies & Expense	1,900.00	N
				1,900.00	
GARDA CL WEST, INC.	20126547	111-9010-419.33-10	Bank Services	136.67	N
				136.67	
GRAFFITI PROTECTIVE COATINGS INC.	3326-1115	220-8070-431.56-41	Contractual Srvc - Other	6,151.86	N
	3326-1215	220-8070-431.56-41	Contractual Srvc - Other	6,151.86	N
	1005-1115	111-8095-431.56-75	Contract Grafitti Removal	20,187.76	N
	1005-1215	111-8095-431.56-75	Contract Grafitti Removal	20,187.76	N
	2205-1115	111-8095-431.56-75	Contract Grafitti Removal	6,175.00	N
	2205-1215	111-8095-431.56-75	Contract Grafitti Removal	6,175.00	N
	1005-1115	239-8095-431.56-75	Contract Grafitti Removal	5,000.00	N
	1005-1215	239-8095-431.56-75	Contract Grafitti Removal	5,000.00	N
				75,029.24	
GRAPHIC INNOVATIONS	9B	111-6020-451.61-35	Recreation Supplies	140.00	N
				140.00	
HOME DEPOT - PARKS & RECREATION	1260387	111-6020-451.61-35	Recreation Supplies	77.90	N
	9260411	111-6020-451.61-35	Recreation Supplies	189.53	N
	8263783	111-6020-451.61-35	Recreation Supplies	39.15	N
	1264016	111-6020-451.61-35	Recreation Supplies	16.33	N
	5263945	111-6020-451.61-35	Recreation Supplies	49.55	N
	1264023	111-6020-451.61-35	Recreation Supplies	73.24	N
					445.70
HOME DEPOT - PD	5173986	111-7010-421.61-20	Dept Supplies & Expense	15.12	N
	5584999	111-7010-421.61-20	Dept Supplies & Expense	70.78	N
	3174146	111-7010-421.61-20	Dept Supplies & Expense	34.25	N
	3095806	111-7010-421.61-20	Dept Supplies & Expense	197.99	N
				318.14	

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
HOME DEPOT - PUBLIC WORKS	6260329	111-8010-431.61-21	Materials	128.23	N
	7260556	111-8010-431.61-21	Materials	139.24	N
	7260560	111-8010-431.61-21	Materials	35.87	N
	4260462	535-8016-431.61-45	Street Lighting Supplies	208.23	N
	3260360	111-7020-421.43-10	Buildings - O S & M	97.86	N
	6260423	111-7020-421.43-10	Buildings - O S & M	26.13	N
	3260482	111-7020-421.43-10	Buildings - O S & M	72.52	N
	3260485	111-7020-421.43-10	Buildings - O S & M	86.28	N
	3260486	111-7020-421.43-10	Buildings - O S & M	12.12	N
	3260490	111-7020-421.43-10	Buildings - O S & M	48.04	N
	2260492	111-7020-421.43-10	Buildings - O S & M	57.61	N
	8260317	111-8020-431.43-10	Buildings - O S & M	124.09	N
	4260459	111-6022-451.43-10	Buildings - O S & M	16.86	N
	260267	535-6090-452.61-20	Dept Supplies & Expense	163.89	N
	9260287	535-6090-452.61-20	Dept Supplies & Expense	55.94	N
	3260363	535-6090-452.61-20	Dept Supplies & Expense	33.05	N
	6260564	535-6090-452.61-20	Dept Supplies & Expense	395.67	N
					1,701.63
HUNTINGTON PARK CAR WASH	12/01/15	741-8060-431.43-20	Vehicles - O S & M	147.00	N
				147.00	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 1-17-16	802-0000-217.60-10	Association Dues	50.00	Y
				50.00	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 1-17-16	802-0000-217.60-10	Association Dues	4,103.70	Y
				4,103.70	
INTER VALLEY POOL SUPPLY, INC	83171	681-8030-461.41-00	Water Resources/Purchase	383.57	N
	83172	681-8030-461.41-00	Water Resources/Purchase	266.83	N
				650.40	
JDS TANK TESTING & REPAIR INC	8268	741-8060-431.43-20	Vehicles - O S & M	135.00	N
				135.00	
JEANETTE SANCHEZ	21927-22524	681-0000-228.70-00	Refund	196.37	N
				196.37	

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
JOEL GORDILLO	JANUARY 2016	111-0210-413.56-41	Contractual Srvc - Other	1,650.00	N
				1,650.00	
JONATHAN MCNAIRY	HP-S0225	111-6030-451.61-35	Recreation Supplies	88.00	N
				88.00	
JORGE LUJAN	54436/56811	111-0000-228.20-00	Deposit Refund	50.00	N
				50.00	
JOSE GARCIA	53159/56807	111-0000-228.20-00	Deposit Refund	425.00	N
				425.00	
JOYCE ESSEX HARVEY	22117-25118	681-0000-228.70-00	Refund	88.64	N
				88.64	
L.A. STEELCRAFT PRODUCTS, INC.	66221	535-6090-452.61-20	Dept Supplies & Expense	1,730.77	N
				1,730.77	
LA COUNTY SHERIFF'S DEPT	162404SS	111-7022-421.56-41	Contract/Other	937.72	N
				937.72	
LAN WAN ENTERPRISE, INC	53955	111-9010-419.43-15	Financial Systems	7,000.00	N
	54121	111-9010-419.43-15	Financial Systems	7,000.00	N
	54089	111-7010-421.56-41	Contract/Other	1,778.82	N
	53955	111-7010-421.56-41	Contract/Other	15,600.00	N
	54121	111-7010-421.56-41	Contract/Other	15,600.00	N
	54090	111-7020-421.43-10	Buildings - O S & M	750.00	N
				47,728.82	
LB JOHNSON HARDWARE CO #1	678676	111-8020-431.43-10	Buildings - O S & M	18.52	N
	678997	535-6090-452.61-20	Dept Supplies & Expense	76.22	N
				94.74	
LEAGUE OF CALIFORNIA CITIES	158379	111-0220-411.32-70	Contractual Srv Legal	671.04	N
	158379	111-0240-466.59-15	Professional Development	16,776.00	N
				17,447.04	
LEGAL SHIELD	JANUARY 2016	802-0000-217.60-50	Legal Shield Plan	265.00	N
				265.00	

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
LGP EQUIPMENT RENTALS INC	36013	111-8010-431.61-21	Materials	232.82	N
	36284	535-8016-431.73-10	Improvements	651.75	N
				884.57	
LINGO INDUSTRIAL ELECTRONICS	32303	221-8014-429.61-20	Dept Supplies & Expense	1,602.30	N
				1,602.30	
LIZA GUERRERO	56191/56806	111-0000-228.20-00	Deposit Refund	500.00	N
				500.00	
LOGAN SUPPLY COMPANY, INC.	86369	111-8010-431.61-21	Materials	763.00	N
	86460	535-6090-452.61-20	Dept Supplies & Expense	154.02	N
				917.02	
LORRAINE MENDEZ & ASSOCIATES, LLC	223	239-5060-463.56-41	Contractual Srvc - Other	4,000.56	N
	223	242-5060-463.56-41	Contractual Srvc - Other	1,900.00	N
				5,900.56	
LUIS RODRIGUEZ	56457/56805	111-0000-347.20-00	Deposit Refund	500.00	N
				500.00	
LYNN'S AUTO AIR, INC.	112381	741-8060-431.43-20	Vehicles - O S & M	1,280.05	N
				1,280.05	
MAKING A DIFFERENCE SHIRTS	1441	111-0110-411.61-20	Dept Supplies & Expense	165.68	N
	1441	111-0210-413.61-20	Dept Supplies & Expense	43.60	N
				209.28	
MARK MORENO	HP-S0220	111-6030-451.61-35	Recreation Supplies	88.00	N
				88.00	
MCCULLAH FENCE COMPANY	20160111	111-8020-431.43-10	Buildings - O S & M	1,250.00	N
	20160101	111-8020-431.43-10	Buildings - O S & M	1,955.00	N
				3,205.00	
MERRIMAC ENERGY GROUP	2160052	741-8060-431.62-30	Fuel and Oil	20,636.19	N
				20,636.19	
METRO TRANSIT SERVICES	201512	219-0000-340.30-00	Fixed Route Fares	-5,889.55	N
	201512	219-0250-431.56-43	Fixed Route Transit	56,162.81	N

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
METRO TRANSIT SERVICES	201512	220-0250-431.56-43	Fixed Route Transit	34,325.35	N
	201512	741-8060-431.62-30	Fuel and Oil	-5,833.32	N
				78,765.29	
MICHAEL SANCHEZ	A767307	111-0000-351.10-10	Citations	91.00	N
				91.00	
MIGUEL VASQUEZ	22093-5948	681-0000-228.70-00	Refund	281.37	N
				281.37	
MUSCO SPORTS LIGHTING, LLC	279341	239-6010-451.73-10	Improvements	33,462.15	N
				33,462.15	
NATION WIDE RETIREMENT SOLUTIONS	PPE 1-17-16	802-0000-217.40-10	Deferred Compensation	18,563.91	Y
				18,563.91	
NATIONWIDE ENVIRONMENTAL SERVICES	27167	221-8010-431.56-41	Contractual Srvc - Other	28,186.15	N
	27167	231-3024-415.56-41	Contractual Srvc - Other	6,829.30	N
	27167	220-8070-431.56-41	Contractual Srvc - Other	2,401.15	N
				37,416.60	
OK PRINTING DESIGN & DIGITAL PRINT	137	111-7010-421.61-20	Dept Supplies & Expense	163.60	N
				163.60	
OLIVAREZ MADRUGA, LLP	13346	111-0220-411.32-70	Contractual Srv Legal	1,520.00	N
				1,520.00	
PAC HP HOLDINGS LLC	FEB 2016	111-7022-421.44-10	Rent (Incl Equip Rental)	121.55	N
				121.55	
PACIFIC ALTERNATORS	6234	741-8060-431.43-20	Vehicles - O S & M	272.50	N
	6208	741-8060-431.43-20	Vehicles - O S & M	327.00	N
	6199	741-8060-431.43-20	Vehicles - O S & M	163.50	N
				763.00	
PARS	33331	111-9010-419.56-41	Contractual Srvc - Other	365.48	N
	33439	217-0230-413.56-41	Contractual Srvc - Other	2,185.45	N
				2,550.93	

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
PENSKE CHEVROLET	12073	741-8060-431.43-20	Vehicles - O S & M	942.62	N
	188692	741-8060-431.43-20	Vehicles - O S & M	91.89	N
	188629	741-8060-431.43-20	Vehicles - O S & M	709.80	N
				1,744.31	
PRUDENTIAL OVERALL SUPPLY	50790177	111-6010-451.56-41	Contractual Srvc - Other	40.58	N
	50790178	111-6010-451.56-41	Contractual Srvc - Other	78.57	N
	50810791	111-6010-451.56-41	Contractual Srvc - Other	42.43	N
	50810792	111-6010-451.56-41	Contractual Srvc - Other	78.57	N
	50821476	111-6010-451.56-41	Contractual Srvc - Other	42.43	N
	50821477	111-6010-451.56-41	Contractual Srvc - Other	78.57	N
	50815780	111-6010-451.56-41	Contractual Srvc - Other	78.57	N
	50815779	111-6010-451.56-41	Contractual Srvc - Other	42.43	N
	50822446	111-7010-421.61-20	Dept Supplies & Expense	17.87	N
				500.02	
PSYCHOLOGICAL CONSULTING ASSOC, INC	521857	111-7010-421.56-41	Contract/Other	800.00	N
				800.00	
REUBEN PACHECO	HP-S0222	111-6030-451.61-35	Recreation Supplies	88.00	N
				88.00	
RICOH USA, INC.	48656011	111-6010-451.56-41	Contractual Srvc - Other	233.90	N
				233.90	
SANTA FE BUILDING MAINTENANCE	14491	111-7020-421.56-41	Contract/Other	4,624.22	N
	14491	111-8020-431.56-41	Contractual Srvc - Other	979.93	N
	14491	111-6022-451.56-41	Contractual Srvc - Other	7,648.37	N
	14491	111-8022-419.56-41	Contractual Srvc - Other	3,513.30	N
				16,765.82	
SERGIO ZARAGOZA	HP-S0227	111-6030-451.61-35	Recreation Supplies	88.00	N
				88.00	
SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2082458	681-8030-461.56-41	Contractual Srvc - Other	90,731.21	N
	STES 2082458	283-8040-432.56-41	Contractual Srvc - Other	11,540.57	N
				102,271.78	

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SOUTHEAST PHARMACY	1581-21448	681-0000-228.70-00	Refund	768.09	N
				768.09	
SOUTHERN CALIFORNIA EDISON	12/8-1/7/16	221-8014-429.62-10	Heat Light Water & Power	47.10	N
	11/5-12/8/15	221-8014-429.62-10	Heat Light Water & Power	3,605.01	N
	11/5-01/7/16	111-7020-421.62-10	Heat Light Water & Power	6,423.94	N
	12/7-1/6/16	231-3024-415.62-10	Heat Light Water & Power	766.07	N
	3/24/15-4/23/15	681-8030-461.62-20	Power Gas & Lubricants	273.31	N
	4/23/15-5/4/15	681-8030-461.62-20	Power Gas & Lubricants	100.61	N
	3/9/15-4/7/15	681-8030-461.62-20	Power Gas & Lubricants	771.96	N
	3/24/15-4/23/15	681-8030-461.62-20	Power Gas & Lubricants	235.17	N
	4/23/15-5/4/15	681-8030-461.62-20	Power Gas & Lubricants	86.33	N
	4/7/15-5/4/15	681-8030-461.62-20	Power Gas & Lubricants	762.12	N
				13,071.62	
SPARKLETTS	15142085 010716	111-3010-415.61-20	Dept Supplies & Expense	71.60	N
	15010561 121915	111-5010-419.61-20	Dept Supplies & Expense	15.05	N
	15010561 121915	111-5010-419.61-20	Dept Supplies & Expense	3.96	N
	15010561 121915	239-5035-465.61-20	Dept Supplies & Expense	5.94	N
	15010561 121915	239-5040-463.61-20	Dept Supplies & Expense	3.98	N
	15010561 121915	242-5060-463.61-20	Dept Supplies & Expense	6.89	N
				107.42	
STACY MEDICAL CENTER	3160-14727	111-7022-421.56-15	Prisoner Medical Services	2,290.00	N
				2,290.00	
STAPLES ADVANTAGE	8037432607	111-0110-411.61-20	Dept Supplies & Expense	59.15	N
	8037432607	111-0210-413.61-20	Dept Supplies & Expense	384.04	N
	8037432607	111-1010-411.61-20	Dept Supplies & Expense	44.28	N
	8037432607	111-6010-451.61-20	Dept Supplies & Expense	199.07	N
	8037432607	111-7010-421.61-20	Dept Supplies & Expense	212.90	N
	8037432607	111-7010-421.61-20	Dept Supplies & Expense	29.06	N
	8037432607	111-8010-431.61-21	Materials	33.04	N

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
STAPLES ADVANTAGE	8037432607	111-7030-421.61-20	Dept Supplies & Expense	26.59	N
	8037432607	111-7040-421.61-31	Dept Supplies Records	122.88	N
				1,111.01	
SUPERIOR COURT OF CALIFORNIA	FEB-JUNE 2015	111-3010-415.56-10	Parking Citation Surcharg	103,250.00	N
				103,250.00	
THE DUMBELL MAN FITNESS EQUIPMENT	160101	111-6010-451.74-10	Equipment	1,022.66	N
				1,022.66	
THE OFFICE CONNECTION	21475	111-0210-413.61-20	Dept Supplies & Expense	58.65	N
				58.65	
TIERRA WEST ADVISORS, INC	HP-1215	222-4010-431.56-41	Contractual Srvc - Other	26,821.25	N
				26,821.25	
TOMARK SPORTS	97565071	535-6090-452.61-20	Dept Supplies & Expense	344.94	N
				344.94	
TRANSTECH ENGINEERS, INC.	15123003	111-4010-431.56-62	Contract Engineer Service	6,083.26	N
	15123024	111-5010-419.56-41	Contractual Srvc - Other	62.50	N
	15123001	111-5010-419.56-49	Contract Bldng Inspection	13,504.96	N
	15123002	111-5010-419.56-49	Contract Bldng Inspection	1,500.00	N
	15123004	111-5010-419.56-49	Contract Bldng Inspection	65.00	N
	151207610	220-8010-431.73-10	Improvements	145,000.00	N
	15123006	221-4010-431.73-10	Improvements	2,385.00	N
	15123009	221-4010-431.73-10	Improvements	450.00	N
	15123010	221-4010-431.73-10	Improvements	315.00	N
	15123011	221-4010-431.73-10	Improvements	180.00	N
	15123012	221-4010-431.73-10	Improvements	315.00	N
	15123013	221-4010-431.73-10	Improvements	315.00	N
	15123014	221-4010-431.73-10	Improvements	315.00	N
	15123015	221-4010-431.73-10	Improvements	3,915.00	N
	15123016	221-4010-431.73-10	Improvements	450.00	N
	15123017	221-4010-431.73-10	Improvements	45.00	N
	15123018	221-4010-431.73-10	Improvements	45.00	N
	15123019	221-4010-431.73-10	Improvements	315.00	N

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
TRANSTECH ENGINEERS, INC.	15123020	221-4010-431.73-10	Improvements	45.00	N
	15123021	221-4010-431.73-10	Improvements	90.00	N
	15123022	221-4010-431.73-10	Improvements	135.00	N
	15123023	221-4010-431.73-10	Improvements	1,575.00	N
	15091823	334-4010-431.73-10	Improvements	5,490.00	N
	15101809	334-4010-431.73-10	Improvements	1,285.00	N
	15121710	334-4010-431.73-10	Improvements	675.00	N
	15123008	334-4010-431.73-10	Improvements	2,967.50	N
				187,523.22	
TRIMMING LAND CO INC	3066	535-6090-452.56-60	Contract Landscape Labor	20,443.00	N
				20,443.00	
TYCO INTEGRATED SECURITY	25774564	111-7010-421.56-41	Contract/Other	3,361.91	N
				3,361.91	
TYCO INTEGRATED SECURITY LLC	25219425 B	111-7010-421.56-41	Contract/Other	531.03	N
				531.03	
U.S. BANK	PPE 1-17-16	802-0000-217.30-20	PARS	2,199.50	Y
	PPE 1-17-16	802-0000-217.30-20	PARS	2,493.45	Y
	PPE 1-17-16	802-0000-218.10-05	PARS EMPLOYER	11,303.59	Y
				15,996.54	
U.S. HEALTH WORKS	2839311-CA	111-7022-421.56-15	Prisoner Medical Services	28.00	N
	2835264-CA	111-0230-413.56-41	Contractual Srv - Other	70.00	N
				98.00	
ULINE	72068847	221-8014-429.61-20	Dept Supplies & Expense	283.59	N
				283.59	
UNIFIED NUTRIMEALS	1632	111-6055-451.57-42	Youth Nutrition Program	722.50	N
				722.50	
UNITED WAY OF GREATER	PPE 1-17-16	802-0000-217.60-20	United Way	5.00	N
				5.00	
UTILITY COST MANAGEMENT LLC	20929	535-8016-431.62-10	Heat Light Water & Power	667.01	N
				667.01	

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
V & V MANUFACTURING, INC.	42164	111-7010-421.61-20	Dept Supplies & Expense	185.03	N
				185.03	
VALLARTA COLLISION & BODY SHOP INC.	4234	741-8060-431.43-20	Vehicles - O S & M	550.00	N
				550.00	
VISION SERVICE PLAN-CA	FEBRUARY 2016	802-0000-217.50-30	Vision Insurance	4,204.46	N
	FEBRUARY 2016	802-0000-217.50-30	Vision Insurance	263.24	N
				4,467.70	
VIZANT TECHNOLOGIES, LLC	CITYHP-16	111-9010-419.33-10	Bank Services	36.13	N
				36.13	
WALTERS WHOLESALE ELECTRIC COMPANY	2004329-00	535-8016-431.61-45	Street Lighting Supplies	545.47	N
	2004054-00	535-8016-431.61-45	Street Lighting Supplies	44.89	N
	2004054-01	535-8016-431.61-45	Street Lighting Supplies	286.93	N
	2004174-00	535-8016-431.61-45	Street Lighting Supplies	97.95	N
	2003869-00	535-8016-431.61-45	Street Lighting Supplies	136.46	N
	2004296-01	535-8016-431.61-45	Street Lighting Supplies	617.77	N
				1,729.47	
WATER REPLENISHMENT DISTRICT OF	11/30/2015	681-8030-461.41-00	Water Resources/Purchase	59,101.72	N
	CBWM16-54	681-8030-461.42-05	Permits & Fees	7,060.13	N
				66,161.85	
WEBIPLEX, LLC	2168	225-7120-421.74-10	Equipment	4,995.00	N
				4,995.00	
WELLS FARGO BANK-FIT	PPE 1-17-16	802-0000-217.20-10	Federal W/Holding	49,456.81	Y
				49,456.81	
WELLS FARGO BANK-MEDICARE	PPE 1-17-16	802-0000-217.10-10	Medicare	6,946.36	Y
				6,946.36	
WELLS FARGO BANK-SIT	PPE 1-17-16	802-0000-217.20-20	State W/Holding	15,842.10	Y
				15,842.10	
WEST GOVERNMENT SERVICES	833237699	111-7030-421.56-41	Other	437.67	N
				437.67	

**City of Huntington Park
Demand Register
02-02-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WESTCHESTER MEDICAL GROUP	CH139-7358	111-0230-413.56-41	Contractual Srvc - Other	200.00	N
				200.00	
WILMAR	355984253	111-6022-451.43-10	Buildings - O S & M	261.88	N
				261.88	
XPRESS FLEETWASH LLC	5630	741-8060-431.43-20	Vehicles - O S & M	1,407.00	N
				1,407.00	
Y AID MORENO	HP-S0226	111-6030-451.61-35	Recreation Supplies	176.00	N
				176.00	
ZEE MEDICAL, INC.	140774363	111-7010-421.61-20	Dept Supplies & Expense	751.72	N
				751.72	
				1,850,085.03	



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 2, 2016

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:

ADOPTION OF AMENDMENT NO. ONE (SUBSTANTIAL) TO THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2015/16-2019/20 CONSOLIDATED PLAN AND THE 2015/16 ANNUAL ACTION PLAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Take public testimony;
3. Approve Amendment Number One (Substantial) to the 2015/16-2019/20 Consolidated Plan and 2015/16 Annual Action Plan, inclusive of any comments made during the previous 30-day public review period and during this evening's public hearing;
4. Authorize City Manager to transmit the amended components of the 2015/16-2019/20 Consolidated Plan and 2015/16 Annual Action Plan to the U.S. Department of Housing and Urban Development Department (HUD); and
5. Authorize City Manager to Amend the Subrecipient Agreements with Department of Parks and Recreation not to exceed \$92,354 and County of Los Angeles Library not to exceed \$15,000.
6. Authorize the Finance Director to make the necessary appropriation and adjustment to the City Budget

ADOPTION OF AMENDMENT NO. ONE (SUBSTANTIAL) TO THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2015/16-2019/20 CONSOLIDATED PLAN AND THE 2015/16 ANNUAL ACTION PLAN

February 2, 2016

Page 2 of 6

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of this agenda item is to present Amendment Number One (Substantial) to the FY 2015/16-2019/20 Consolidated Plan and FY 2015/16 Annual Action Plan. In May 2015, the Mayor and City Council approved the FY 2015/16-2019/20 Consolidated Plan and FY 2015/16 Annual Action Plan (Plans) for the use of CDBG and HOME Entitlement funds. When the City contemplates making substantial revisions to its adopted Plans, a "Substantial" Amendment is necessary.

Staff proposes the following substantial actions to the 2015/16-2019/20 Consolidated Plan and the FY 2015/16 Annual Action Plan:

- Cancel the L.E.A.D. project and reallocate CDBG public service funds of \$15,000 to other eligible public service activities.
- Cancel the Southeast Churches Service Center project and reallocate CDBG public service funds of \$5,000 to other eligible public service activities.
- Cancel the Salvation Army Southeast Communities Family Services Program and reallocate CDBG public service funds of \$5,000 to other eligible public service activities.
- Increase the Parks and Recreation After School Program by \$11,296 from \$81,060 to \$92,356 in CDBG public service funds.
- Increase the Huntington Park Library Homework Center Program by \$5,000 from \$10,000 to \$15,000 in CDBG public service funds.
- Fund a new public service program, the Hire Huntington Park Youth, Workforce, and Civic Engagement Pilot Program, with \$5,000 in CDBG public service funds.
- Approve a subrecipient agreement with Hub Cities Consortium to administer the Huntington Park Business Assessment and Economic Development Program with \$25,000 in CDBG funds already allocated in the FY 2015/16 Annual Action Plan for a Business Assistance and Economic Development Program.

ADOPTION OF AMENDMENT NO. ONE (SUBSTANTIAL) TO THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2015/16-2019/20 CONSOLIDATED PLAN AND THE 2015/16 ANNUAL ACTION PLAN

February 2, 2016

Page 3 of 6

In summary, Amendment Number One (Substantial) revises the FY 2015/16 Annual Action Plan as follows:

<u>Activity</u>	<u>Current Allocation</u>	<u>Proposed Substantial Amendment #1 Revisions</u>	<u>Amended Allocation</u>
Project L.E.A.D.	\$15,000	(\$15,000)	Cancel Activity
Southeast Churches Service Center	\$5,000	(\$5,000)	Cancel Activity
Salvation Army Southeast Communities Family Services	\$5,000	(\$5,000)	Cancel Activity
Parks and Recreation After School Program	\$81,060	\$11,296	\$92,356
Huntington Park Library Homework Center	\$10,000	\$5,000	\$15,000
Hire HP Youth, Workforce and Civic Engagement Pilot Program	\$0	\$5,000	\$5,000 (new)
HP Business Assessment and Economic Development Program	\$24,600	\$400	\$25,000

Cancellation of the Project L.E.A.D Program

The L.E.A.D program was canceled due to programming issues that required the Police Department to reassess and suspend the program until they completed a thorough evaluation of the program.

Cancellation of the Southeast Churches Service Center Program

Southeast Churches Service Center Program decided to withdraw their funding request. The funding amount of \$5,000 is below their grant threshold to be feasible to administer.

Cancellation of the Salvation Army Southeast Communities Family Services Program

The Salvation Army, was not able to submit all the necessary documentation to enter into a subrecipient agreement contract with the City.

Increase Allocation to the Parks and Recreation After School Program

ADOPTION OF AMENDMENT NO. ONE (SUBSTANTIAL) TO THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2015/16-2019/20 CONSOLIDATED PLAN AND THE 2015/16 ANNUAL ACTION PLAN

February 2, 2016

Page 4 of 6

The Parks and Recreation Program is proposing to add an HP Summer Swim Program as a component to the After School Program. To implement this program expansion, staff is proposing to increase the Parks and Recreation After School Program budget to \$92,356, an increase of \$11,296.

Increase Allocation to the Huntington Park Library Homework Center Program

Currently, the Huntington Park Library is being funded in the amount of \$10,000 staff and City Council is increasing the total funding to \$15,000 to assist more students from Huntington Park.

New Allocation to the Hire HP Youth, Workforce and Civic Engagement Pilot Program

Staff is proposing that \$5,000 in CDBG public service funds be allocated to the Hire Huntington Park Youth, Workforce, and Civic Engagement Pilot Program. This program is designed as a 7-week internship program targeting local Huntington Park high school juniors and seniors, as well as freshman college students. The program will provide support for local youth by building their workforce readiness skills and experience with local businesses and City departments. Interns will end their summer experience by attending a UCLA Unicamp whereby youth participants will participate in a one-week wilderness camping team building experience. Overall, the program provides tutoring, literacy, employment preparation, supportive services, and leadership development.

Approve a Subrecipient Agreement with Hub Cities Consortium for the Huntington Park Business Assessment and Economic Development Program

The City's business assistance and economic development program, to be administered by the Hub Cities Consortium via a subrecipient agreement with the City of Huntington Park, will outreach to businesses in the city. The program, called the Huntington Park Business Assessment and Economic Development Program, will offer services including: free Labor Market Survey Analyses (LMSA); Business Needs Analyses (BNA); employment/job training; and job placement. The goal of Hub Cities Consortium is to offer valuable resources, expertise, and business assistance tools to the business community. The City's 2015/16 Annual Action Plan already has budgeted \$24,600 in CDBG funds for this program; staff is now requesting that the \$25,000 be given to Hub Cities Consortium for administration of the program.

ADOPTION OF AMENDMENT NO. ONE (SUBSTANTIAL) TO THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2015/16-2019/20 CONSOLIDATED PLAN AND THE 2015/16 ANNUAL ACTION PLAN

February 2, 2016

Page 5 of 6

FISCAL IMPACT/FINANCING

This agenda item approves an amendment to previously approved entitlements and expenditures for CDBG funding sources. There is no fiscal impact to the General Fund with this agenda item. The following modification to the City's budget will need to take place:

<u>Activity</u>	<u>Account Number</u>	<u>Current Budget</u>	<u>Amended Amount</u>
Project L.E.A.D.	239-7010-421.59-45	\$15,000	\$0
Southeast Churches Service Center	239-5210-463.57-83	\$5,000	\$0
Salvation Army Southeast Communities Family Services	239-5210-463.57-85	\$5,000	\$0
Parks and Recreation After School Program	239-6060-465.56-41	\$0	\$10,796
Huntington Park Library Homework Center	239-5210-463.57-86	\$10,000	\$15,000
Hire HP Youth, Workforce and Civic Engagement Pilot Program	239-5210-463.57-88	\$0	\$5,000 (new)
HP Business Assessment and Economic Development Program	239-5035-465.56-41	\$21,000	\$21,400

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Consolidated Plan provides a strategic framework for the City's housing and community development goals over a five-year period (2015/16 - 2016/20) and sets the vision for allocating federal resources to housing, homelessness, community development and special needs. The Annual Action Plan is a funding strategy that articulates the City's utilization of HUD grant funds and other available resources to undertake programs and projects that will help the City meet the goals and objectives outlined in the Five-Year Consolidated Plan. The City's Citizen Participation Plan (adopted by City Council in May 2015) requires that whenever the City reallocates CDBG or HOME funds during a fiscal year to an activity previously not listed in the Annual Action Plan or if there is a change in program allocation, a public comment period and public hearing must be held.

CONTRACTING PROCESS

Staff followed amendment protocols established in the HUD-mandated Citizen Participation Plan. Staff published a public notice on December 17, 2015 initiating a 30-day public comment period. Furthermore, tonight's public hearing fulfills the citizen

ADOPTION OF AMENDMENT NO. ONE (SUBSTANTIAL) TO THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2015/16-2019/20 CONSOLIDATED PLAN AND THE 2015/16 ANNUAL ACTION PLAN

February 2, 2016

Page 6 of 6

participation requirement in the City's Citizen Participation Plan and, upon adoption of the Amended FY 2015/16-2019/20 Consolidated Plan and the Amended the FY 2015/16 Annual Action Plan, completes the amendment process.

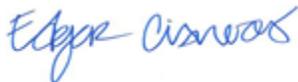
NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORTS

Neither this public hearing nor a subsequent action by the City Council to adopt the Amended Fiscal Year 2015/16-2019/20 Consolidated Plan and the Amended 2015/16 Annual Action Plan constitute a project and, thus, will not invoke an environmental review under Part 58, the implementing regulation for the National Environmental Policy Act (NEPA).

CONCLUSION

Following tonight's public hearing, the Amended Fiscal Year 2015/16-2019/20 Consolidated Plan and the Amended 2015/16 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development Department (HUD).

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENTS

- A. Amended FY 2015/16-2019/20 Consolidated Plan
- B. Amended FY 2015/16 Annual Action Plan



CITY OF HUNTINGTON PARK

CONSOLIDATED PLAN JULY, 2015 – JUNE, 2020

1st AMENDMENT DRAFT

DECEMBER 2015

**CITY OF HUNTINGTON PARK
COMMUNITY DEVELOPMENT DEPARTMENT
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255**

Executive Summary

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

1. Introduction

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

The City of Huntington Park receives Community Development Block Grant (CDBG) and HOME funds each year from the federal government to support housing and community development activities that principally benefit low and moderate-income households. To receive these federal funds, the City must adopt a five-year strategic plan that identifies local needs, and how these needs will be prioritized and addressed using federal funds. On June 30, 2015, the City's current five-year (FY 2010/2011–2014/2015) Consolidated Plan will terminate requiring a new five-year Consolidated Plan to be adopted by the City Council.

Huntington Park's new five-year (2015/2016-2019/2020) Consolidated Plan builds upon several other related planning documents, including: City's 2010 - 2015 Consolidated Plan; City's 2015-2019 Analysis of Impediments to Fair Housing Choice; City's Capital Improvement Program 5-Year Project Schedule; LAHSA's 2013 Point in Time Homeless Count; City's General Plan and Housing Element.

Huntington Park's Consolidated Plan and Annual Action Plan for program year 2015/2016 (Action Plan) have been developed using HUD's new electronic Consolidated Planning Suite (eCon) launched in May 2012. The new system is a set of online tools to assist entitlement jurisdictions in creating market-driven, leveraged housing and community development plans. A new tool featured in the eCon is a Consolidated Plan template allowing the City to develop and submit their Consolidated Plan online through the Integrated Disbursement and Information System (IDIS). IDIS Online is a nationwide database in which the City reports accomplishment and financial activities related to entitlement grants.

Benefits of the Consolidated Plan template in IDIS OnLine include:

- Uniformity by the use of a web-based format to ensure that a City's Consolidated Plan includes all required elements per HUD regulations.
- Pre-populated data and tables with the most up-to-date housing and economic data available. This data is provided to help grantees develop their funding priorities in the Strategic Plan.

The Consolidated Plan template in IDIS Online consists of the following major components:

- Executive Summary
- The Process
- Needs Assessment
- Housing Market Analysis
- Strategic Plan
- One-Year Action Plan

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

Overview

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

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

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

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

National Objective Outcomes

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

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

The City's strategy to meet HUD's national objectives and outcomes are described in Table 1 below.

**Huntington Park 2015/16 – 2019/20 Consolidated Plan Programs
By HUD Objectives and Outcomes**

OBJECTIVE/ OUTCOMES	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	<i>Implementing Programs:</i> <ul style="list-style-type: none"> • Residential Rehabilitation 	<i>Implementing Programs:</i> <ul style="list-style-type: none"> • Affordable Housing Development 	
SUITABLE LIVING ENVIRONMENT	<i>Implementing Programs:</i> <ul style="list-style-type: none"> • Minor Home Repair • Commercial Rehabilitation • Homeless Services • Youth Services • Senior Services • Community Beautification • Fair Housing Services 		<i>Implementing Programs:</i> <ul style="list-style-type: none"> • Code Enforcement • Infrastructure Improvements • Community Facility Improvements
ECONOMIC OPPORTUNITY	<ul style="list-style-type: none"> • Economic Development Program • Employment Training 		

Table 1 - 2015/16 – 2019/20 Consolidated Plan Programs

3. Evaluation of past performance

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

Decent Housing

- On April 18, 2011, the City Council approved an Affordable Housing Agreement with LINC-Huntington Park Apartment Investors LP (LINC CDC). The Agreement committed \$1.50

million in Federal HOME funds for the development of an affordable housing project at 6337 Middleton Street known as the Mosaic Gardens Project. The property was a 55-room motel situated on the back portion of the Rodeway Inn located on Santa Fe Avenue. LINC CDC redeveloped the motel into a 24-unit rental housing project that includes such on-site amenities as a community room for resident services and programs, a computer room for resident use, and community open space. Additionally, the project provided housing for a population with special needs, which has limited housing opportunities.

- The Residential Rehabilitation Program provides assistance up to \$50,000 for property renovations and rehabilitation for owner-occupied single family homes and rental units. The City did not meet its 2010-2014 Consolidated Plan goal to fund 30 residential rehabilitation loans/grants (it funded 17); accordingly, the City will enter into an agreement with Los Angeles County Neighborhood Housing Services (NHS) to leverage City HOME funds to provide eligible Huntington Park residences homeownership and residential rehabilitation opportunities during the 2015-2019 Consolidated Plan period.
- During the previous Consolidated Plan period, the City 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 2010-2014 Consolidated Plan. The City gave local preference to 100 very low-income elderly persons. The program will continue into FY 2015-16.

Suitable Living Environment

- The City funded a Minor Home Repair program in the first three years of the previous Consolidated Plan. Unfortunately, the program was defunded in the 4th year as CDBG funds decreased. Only 16% of the City's goal of providing 150 households with minor home repairs was met. The program will be reinstated in the FY 2015-16 with the assistance of a local non-profit, Los Angeles County Neighborhood Housing Services (NHS).
- The City's Code Enforcement program continues to exceed the goal of assisting 300 housing units each year.
- The Commercial Rehabilitation Program continues to be a popular program with business owners in the City's downtown area (Pacific Boulevard). While the City only met 60% of its 2010-2014 goal to provide 15 loans, due mostly to reductions in staff to implement the program, the program will continue into the new 2015-2019 Consolidated Plan period as a high priority program.
- The City assisted various public service agencies during the previous five-year period. While the City has had to reduce the number of public service programs offered with CDBG funds because of decreases in CDBG entitlement funds, coupled with a past HUD recommendation to fund less organizations because of the high cost to manage each contract, the City continues to exceed its goals in providing youth, homeless, community beautification, and fair housing services to the Huntington Park community.
- The City met its goal to fund two community facility rehabilitation projects. More facility improvement projects are slated for the current 2015-2019 Consolidated Plan period.

- The City did not provide any CDBG assistance towards infrastructure improvements over the past five years; however, this remains a high priority and has been included as such in the 2015-2019 Consolidated Plan.

Economic Opportunity

- Huntington Park operated a popular Business Assistance and Economic Development program that provided technical support, business resources, and referrals to Huntington Park businesses citywide. The program also served to increase business retention and attraction services by providing business and financial planning assistance to new and existing businesses and served as a local resource center. Funds were used to host workshops and seminars with industry experts to help persons grow their business in Huntington Park. The program was administered by LA Business Connect, a locally based entrepreneur and small business services company. During the 2015-2019 Consolidated Plan period, the City will pursue a new partnership with an economic development subrecipient to continue to assist Huntington Park’s business community.

4. Summary of citizen participation process and consultation process

The City developed its 2015/16–2019/20 Consolidated Plan through extensive consultation and coordination with housing, social service and healthcare providers; public agencies; and the local public housing agency as presented in Table 2. As a means of gaining input from these agencies, the City conducted a consultation workshop, public hearings, surveys, and invited local grantees to provide comments on the draft Consolidated Plan and Action Plan. In addition, consultation in the development of the Consolidated Plan involved several City departments.

Consulted Agencies		
Fair Housing Foundation	Huntington Park Library (L.A. County)	L.A. Legal Community Center
Oldtimers Housing Development Corporation	Southeast Churches Service Center	Wilshire Bank
City of Huntington Park Departments and Councils		
Community Development Department	Parks and Recreation Department	Public Works Department
Huntington Park Police Department	Huntington Park City Council	
Other Public Agencies		
Los Angeles County Health Department	Los Angeles Area Homeless Services Authority	

Table 2 – Citizen Participation Consultation

The City followed HUD’s guidelines for citizen and community involvement in preparation of the Consolidated Plan and Action Plan to encourage citizen participation in the preparation of the

documents. The City also undertook several activities such as focus groups, community meetings, and a Community Needs Survey.

A draft of the five-year Consolidated Plan and 2015/16 Annual Action Plan will be available for public comment for a minimum 30-day period (April 2 – May 4, 2015). City Council public hearings were held on March 2 and May 4, 2015, providing residents and interested parties a final opportunity to comment on the Consolidated Plan prior to adoption and submittal to HUD.

For Amendment #1 (Substantial), the City of Huntington Park made available the Draft Amended Five-year Consolidated Plan and the Draft Amended FY 2015/16 Annual Action Plan for public comment for a minimum 30-day period (December 17, 2015 – January 19, 2016). The City Council held a public hearing to approve the substantial amendment on January 19, 2016, providing the public an opportunity to comment on the amended plans.

5. Summary of public comments

The City did not receive any written comments on the Consolidated Plan during the 30-day public review, or any public comments at the May 4, 2015 City Council public hearing.

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

The City of Huntington Park responded to all relevant comments. All comments received were accepted.

7. Summary

Key findings of the Needs Assessment include:

- Housing overpayment is the most prevalent housing problem, with 64% of Huntington Park's low and moderate income renter households (<80% AMI) facing a cost burden (>30% of income on housing costs), and over one-third facing a severe cost burden (>50% of income towards housing). As depicted in Figure 4 (Appendix B), high levels of severe renter overpayment are located in neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.
- Household overcrowding, defined as greater than one person per room, has decreased from 63% of all renters in 2000 to 48% a decade later (as documented by the 2007-2011 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 27% of renters in the City. Figure 5 depicts several neighborhoods with concentrations of severe renter overcrowding (over 45%): north of Florence immediately east of Santa Fe; the neighborhood on either side of State bound by Gage and Saturn; both sides of Pacific bound by Randolph and Slauson; and the northernmost portion of the city directly to the east of Santa Fe.

- An estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.
- For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who often struggle with physical and mental health problems in addition to substance abuse issues.
- Priority community facility needs include park facility upgrades, including soccer field lighting and a splash pad at Salt Lake Park. The Consolidated Plan community needs survey named the need for youth centers and general parks and recreation facilities within the top ten priority needs.
- Priority infrastructure needs include streets and alleys, and bicycle transportation improvements in the City's low and moderate income neighborhoods. The City's 2015 Pavement Management Plan reviews the existing street conditions within the transit system and identifies a cost-to-improve each segment of the transit system. Street and alley improvements ranked within the top ten priority needs in the community needs survey.
- Priority public service needs include services for youth, seniors, homeless and anti-crime services. These needs were determined by the public via the Community Needs Survey, comments received at a Consultation Workshop with various public service and housing providers, and specific comments received from the Huntington Park City Council at a Needs and Priorities public hearing on March 2, 2015.

The Process

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

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

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

Agency Role	Name	Department/Agency
Lead Agency	HUNTINGTON PARK	Community Development Department
CDBG Administrator	Manuel Acosta, Economic Development Manager	Community Development Department
HOME Administrator	Manuel Acosta, Economic Development Manager	Community Development Department

Table 3 – Responsible Agencies

Narrative

The Lead Agency for the five year (2015/2016 - 2019/2020) Consolidated Plan is the City of Huntington Park, Community Development Department.

Consolidated Plan Public Contact Information

Manuel Acosta, Economic Development Manager

City of Huntington Park
 6550 Miles Avenue
 Huntington Park, CA 90255
 Phone: (323)584-6213
 Email: macosta@hpca.gov

PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City developed its five-year (2015/2016 - 2019/2020) Consolidated Plan through consultation with City departments; housing and public service providers; and adjacent local governments. As a means of gaining input from housing, homeless and social service providers, the City conducted a consultation workshop in August 2014. Approximately 20 agencies were invited to attend (refer to mailing list in Appendix C), with eight agencies/departments participating in the workshop. The purpose of the workshop was to discuss what each of these agencies define as the key housing and social service issues in Huntington Park, to identify gaps in service, and to brainstorm potential recommendations. Another function of the workshop was to establish a dialogue among agencies/departments to enhance collaboration and sharing of information.

In addition to those agencies/departments participating in the workshop, additional agencies were contacted as necessary to gain comprehensive information on the community's needs, such as the Los Angeles County Housing Authority and Los Angeles Homeless Services Authority.

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

The City participates in Service Planning Area (SPA) 7 of the Continuum of Care for Los Angeles City and County, and coordinates with the LAHSA, local communities and various service agencies to provide a continuum of services and facilities for the homeless and persons at-risk of becoming homeless.

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

The City of Huntington Park does not receive ESG funds so this is not applicable.

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

Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
City of Huntington Park	Other government - Local	Housing Need Assessment Homeless Needs Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Non-Housing Community Development Strategy Anti-Poverty Strategy Lead-based Paint Strategy	Agency Consultation Workshop. Interdepartmental Workshop. City will maintain its strong relationship with service providers and local jurisdictions to implement the 5-year strategy.
Huntington Park City Council	Civic Leaders	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Non-Housing Community Development Strategy Anti-Poverty Strategy	Public hearings. City Council members reflect the needs of their constituents in the community, which have been reflected in the needs and priorities identified in the Plan.
Los Angeles County Housing Authority	PHA	Housing Need Assessment Public Housing Needs Market Analysis	Email correspondence. The City will continue its strong partnership with the Housing Authority.
Los Angeles County - Huntington Park Library	Services - Children	Non-Housing Community Development Strategy Anti-Poverty Strategy	Special Needs Service Provider Survey. The City will continue supporting the Library's educational programs for Huntington Park youth.
Old Timers Housing Development Corporation	Housing	Housing Needs Non-Homeless Special Needs	Agency Consultation Workshop. The City will continue supporting housing programs targeted to low income and at-risk families.
Fair Housing Foundation	Services-Fair Housing	Housing Needs Assessment	Agency Consultation Workshop. The City will continue to provide fair housing and tenant/landlord services to residents.
Southeast Churches Service Center	Services - Homeless	Homeless Needs: Chronically Homeless, Families with Children, Veterans, Unaccompanied youth Homeless Strategy	Agency Consultation Workshop. The City will continue supporting programs for homeless and persons and families at risk of homelessness.

Table 4 – Agencies, groups, organizations who participated

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

The City of Huntington Park developed its Consolidated Plan through consultation with housing, social and health service providers; local agencies/governments; and the Los Angeles County Housing Authority. The City is unaware of any Agency types relevant to the Consolidated Plan that were not consulted.

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care for Los Angeles County and City	Los Angeles Homeless Services Authority	LAHSA uses housing and demographic data obtained through HMIS and Homeless Counts to determine needs and to pinpoint gaps in housing and services. This in turn helps LAHSA to pool and coordinate resources with the County and cities to develop coordinated homeless access and assessment centers. Huntington Park participates with LAHSA in building the regional continuum of care to address the homeless and persons at-risk of homelessness.
Huntington Park Housing Element	City of Huntington Park Planning Division	The City is currently updating its Housing Element for the 2013-2021 period. All housing-related programs in the Consolidated Plan will be directly reflected within the Housing Element.

Table 5 – Other local / regional / federal planning efforts

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

The City of Huntington Park notified the adjacent local governments of Bell, Cudahy, Los Angeles, Maywood, Southgate, and Vernon of the availability of the draft Consolidated Plan for 30 day review and comment. Huntington Park coordinates with the city of Bell and Los Angeles County in implementation of the Consolidated Plan's homeless strategy.

PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation

The City followed HUD's guidelines for citizen and community involvement in preparation of the Consolidated Plan and Action Plan. To encourage citizen participation in the preparation of the documents, the City undertook several activities as summarized below.

Housing and Community Development Needs Survey

In order to evaluate public opinion of specific housing and community development needs, the City utilized an on-line Needs Survey in which the respondent was asked to rank the level of need for a particular service, capital improvement, and public benefit. Hard copies of the survey were also made available at the Community Development Department, the Clerk's Office, and were emailed to the Parks and Recreation Department's resident contact list. Questions about specific needs were grouped into these areas:

- Housing Needs;
- Homeless Needs;
- Public Service Needs;
- Infrastructure Needs; and
- Economic Development Needs.

A total of 88 residents completed the Needs Survey. Survey responses were then totaled to provide an overall average need rating for each of the 36 identified activities. The top needs identified (in rank order) were as follows, with the complete survey results included in Appendix C of the Consolidated Plan:

- Anti-Crime Services
- Youth Centers
- Youth Services
- Job Creation/Retention
- Employment Training
- New Affordable Ownership Housing
- Street/Alley Improvements
- Park and Recreation Facilities
- Property Maintenance/Code Enforcement
- Child Care Services

Focus Groups

On August 27, 2014, key City stakeholders and representatives of housing and social service organizations participated in a focus group meeting that covered the following:

- Barriers to fair housing and access to affordable housing
- Housing, homeless and public service needs and gaps in service
- Community priorities

Attendees of the focus group expressed the immediate needs to serve the community, with the need for additional affordable housing opportunities, services for seniors and families, homeless housing and services, and code enforcement most commonly cited as Huntington Park's priority needs. A summary of the input received at the meeting is included in Appendix C.

Community Meetings

The City Council conducted a Needs Assessment Public Hearing on March 2, 2015. The meeting was advertised in the El Aviso and noticed per the Ralph M. Brown Act. Invitations were also included as part of the Housing and Community Development Needs Survey.

At the Needs Assessment Public Hearing, City staff provided background on the Consolidated Plan, and the process for preparation of Huntington Park's 2015/16-2019/20 Plan. Three members of the public spoke, citing the dire need for additional affordable housing, especially for seniors and persons with disabilities; the impact of rising rents on household overcrowding and added stress on families; the need to consider high rise housing as a means of addressing the housing shortage; and opposition to additional high density housing around the downtown as the area is already too crowded and schools impacted. Each member of the City Council provided input on community needs and priorities for the Plan, summarized in Appendix C of the Consolidated Plan.

The City Council conducted a public hearing on the Consolidated Plan on May 4, 2015. The City did not receive any written comments on the Plan during the 30-day public review, or any public comments at the May 4, 2015 City Council public hearing.

Citizen Participation Outreach

Citizen Participation Outreach Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Internet Outreach	Non-targeted/ broad community	A total of 88 Community Needs Assessment surveys were received.	See attached results in Appendix C.	N/A	N/A
Public Meeting	Housing and Service providers representing low/moderate income, special needs and homeless	Ten individuals representing City staff and housing and service providers attended and participated in the meeting. (8/27/14)	See attached summary of comments in Appendix C.	All comments received were accepted.	N/A
Public Meeting	Non-targeted/ broad community	A public meeting was held before the City Council to solicit input on needs and priorities for the Consolidated Plan. (3/2/15)	See attached summary of comments in Appendix C.	All comments were received and accepted.	N/A
Newspaper Ad	Non-targeted/ broad community	A newspaper advertisement was made soliciting public comment on the draft 2015/16-2019/20 Consolidated Plan.	No comments were received on the Consolidated Plan.	N/A	N/A
Public Meeting	Non-targeted/ broad community	A final public meeting was held before the City Council for adoption of the 2015/16-2019/20 Consolidated Plan. (5/4/15)	No comments were received on the Consolidated Plan.	N/A	N/A

Citizen Participation Outreach Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Public Meeting	Non-targeted/broad community	A public hearing was held on January 19, 2016 for adoption of the 2015/16-2019/20 Amended Consolidated Plan.	No comments were received.	N/A	N/A

Table 6 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Consolidated Plan's Housing and Community Development Needs Assessment was conducted in a variety of ways, including data review and analysis¹; consultation with housing, homeless and service providers, and City Departments; Community Needs Assessment Survey available on-line and at community locations; and community meetings to take public input on community needs. Key findings of the Needs Assessment include:

- Housing overpayment is the most prevalent housing problem, with 64% of Huntington Park's low and moderate income renter households (<80% AMI) facing a cost burden (>30% of income on housing costs), and over one-third facing a severe cost burden (>50% of income towards housing). As depicted in Figure 4 (Appendix B), high levels of severe renter overpayment are located in neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.
- Household overcrowding, defined as greater than one person per room, has decreased from 63% of all renters in 2000 to 48% a decade later (as documented by the 2007-2011 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 27% of renters in the City. Figure 5 depicts several neighborhoods with concentrations of severe renter overcrowding (over 45%): north of Florence immediately east of Santa Fe; the neighborhood on either side of State bound by Gage and Saturn; both sides of Pacific bound by Randolph and Slauson; and the northernmost portion of the city directly to the east of Santa Fe.
- An estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.
- For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who

¹ The American Community Survey (ACS), performed by the U.S. Census Bureau, is an ongoing Census statistical survey that samples a small percentage of the population every year, and publishes five year averages of this data. Many of the tables in the Consolidated Plan are "pre-populated" by HUD with data from the 2007-2011 ACS, and thus the City has utilized the 2007-2011 ACS as the primary data source throughout the Plan.

often struggle with physical and mental health problems in addition to substance abuse issues.

- Priority community facility needs include park facility upgrades, including soccer field lighting and a splash pad at Salt Lake Park. The Consolidated Plan community needs survey named the need for youth centers and general parks and recreation facilities within the top ten priority needs.
- Priority infrastructure needs include streets and alleys, and bicycle transportation improvements in the City's low and moderate income neighborhoods. The City's 2015 Pavement Management Plan reviews the existing street conditions within the transit system and identifies a cost-to-improve each segment of the transit system. Street and alley improvements ranked within the top ten priority needs in the community needs survey.
- Priority public service needs include services for youth, seniors, homeless and anti-crime services. These needs were determined by the public via the Community Needs Survey, comments received at a Consultation Workshop with various public service and housing providers, and specific comments received from the Huntington Park City Council at a Needs and Priorities public hearing on March 2, 2015.

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

Summary of Housing Needs

Demographics	Base Year: 2000	Most Recent Year: 2011	% Change
Population	61,348	58,465	-5%
Households	14,893	14,454	-3%
Median Income	\$28,941.00	\$36,788.00	27%

Table 7 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2007-2011 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households *	4,355	3,700	3,725	940	1,735
Small Family Households *	2,040	1,960	1,965	550	850
Large Family Households *	885	1,190	970	265	695
Household contains at least one person 62-74 years of age	620	415	580	130	495
Household contains at least one person age 75 or older	445	220	210	35	115
Households with one or more children 6 years old or younger *	1,644	1,370	1,095	255	390

* the highest income category for these family types is >80% HAMFI

Table 8 - Total Households Table

Data Source: 2007-2011 CHAS

Housing Needs Summary Tables

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

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	80	20	55	0	155	0	0	0	0	0
Severely Overcrowded - With >1.51 people per room (and complete kitchen/plumbing)	975	785	660	125	2,545	4	45	135	30	214
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	930	680	375	90	2,075	40	205	135	40	420
Housing cost burden greater than 50% of income (and none of the above problems)	1,310	200	40	0	1,550	230	310	240	30	810
Housing cost burden greater than 30% of income (and none of the above problems)	455	1,000	270	20	1,745	45	115	345	145	650

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Zero/negative Income (and none of the above problems)	80	0	0	0	80	25	0	0	0	25

Table 9 – Housing Problems Table

Data Source: 2007-2011 CHAS

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

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	3,290	1,690	1,130	215	6,325	275	560	510	100	1,445
Having none of four housing problems	600	1,230	1,305	250	3,385	90	220	780	375	1,465
Household has negative income, but none of the other housing problems	80	0	0	0	80	25	0	0	0	25

Table 10– Housing Problems 2

Data Source: 2007-2011 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,815	1,190	230	3,235	105	355	445	905
Large Related	725	470	60	1,255	105	260	240	605
Elderly	645	109	14	768	80	49	55	184
Other	475	170	95	740	30	0	35	65
Total need by income	3,660	1,939	399	5,998	320	664	775	1,759

Table 11 - Cost Burden > 30%

Data 2007-2011 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,410	160	10	1,580	105	260	170	535
Large Related	550	135	0	685	105	185	85	375
Elderly	460	14	0	474	45	39	20	104
Other	295	40	30	365	20	0	25	45
Total need by income	2,715	349	40	3,104	275	484	300	1,059

Table 12 – Cost Burden > 50%

Data 2007-2011 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	1,760	1,200	820	140	3,920	44	105	130	34	313
Multiple, unrelated family households	95	240	200	70	605	0	145	140	30	315
Other, non-family households	95	35	65	0	195	0	0	0	0	0
Total need by income	1,950	1,475	1,085	210	4,720	44	250	270	64	628

Table 13 – Crowding Information – 1/2

Data 2007-2011 CHAS
Source:

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

Table 14 – Crowding Information – 2/2

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

As depicted in Tables 9 and 10, "other" households (non-senior, single-person households) are less impacted by renter cost burden than family households and elderly households, comprising just 12% of Huntington Park's 5,998 low and moderate income renters spending greater than 30% of income on housing costs. "Other" households are also least impacted by severe cost burden (spending greater than 50% of income on housing costs) among low and moderate income renters, comprising 12% of the total. Family households have a far greater need for housing assistance than do single person households in Huntington Park.

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

Among the 458 Huntington Park residents reported by the Housing Authority of the County of Los Angeles (HACoLA) as receiving Housing Choice Vouchers, over half (265) have a disabled member. These statistics confirm the significant need for housing assistance among the City's disabled population.

What are the most common housing problems?

The following summarizes the primary housing problems in Huntington Park:

- Among Huntington Park's approximately 9,325 low and moderate income (<80% AMI) renter households, 5,998 (64%) face a cost burden of spending greater than 30% of income on rent. Over one-third of the City's low and moderate income renters face a severe cost burden, with 3,104 spending more than 50% of income on rent. As depicted in Figure 4, high levels of severe renter overpayment are located in neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.
- Household overcrowding, defined as greater than one person per room, has decreased from 63% of all renters in 2000 to 48% a decade later (as documented by the 2007-2011 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 27% of renters in the City. Figure 5 depicts several neighborhoods with concentrations of severe renter overcrowding (over 45%): north of Florence immediately east of Santa Fe; the neighborhood on either side of State bound by Gage and Saturn; both sides of Pacific bound by Randolph and Slauson; and the northernmost portion of the city directly to the east of Santa Fe.
- An estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.

For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who often struggle with physical and mental health problems in addition to substance abuse issues. The recent opening of Mosaic Gardens in Huntington Park provides 24 units of transitional housing for lower income families and transition-age youth linked with mental health and other needed services.

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

As reflected in Table 11, small related households are most impacted by renter cost burden, comprising 54% of Huntington Park's 5,998 low and moderate income renters spending greater than 30% of income on housing costs. Small related households are also most impacted by severe cost burden (spending greater than 50% of income of housing costs) among low and moderate income renters, comprising 51% of the total.

As a group, 69% of Huntington Park's low to moderate income small family households (renter and owner) experience a housing cost burden, compared to 61% of large family households, and 59% of senior households.

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

Rising rents in Huntington Park have placed many lower-income persons at greater risk of homelessness. In particular, family households and single mothers are vulnerable due to the high costs associated with childcare. Rent increases have also hurt those with low-wage jobs. A lack of funding and limited Section 8 vouchers also places households at risk.

Low income (<50% AMI) renter households facing extreme cost burden (>50% income on rent) with low paying jobs or unemployed and with family members with serious health problems are at particular risk of becoming homeless.

In May 2009, the City of Huntington Park received \$656,000 in Homelessness Prevention and Rapid-Rehousing funds through the 2009 American Recovery and Reinvestment Act. Partnering with the Los Angeles Homeless Services Authority (LAHSA) and Volunteers of America Greater Los Angeles (VOALA), Huntington Park provided services that prevented 255 Huntington Park persons and 95 Huntington Park households from becoming homeless (Homelessness Prevention), and assisted in re-housing 44 persons and 21 households to change their homeless status (Rapid Re-Housing). Services provided included: rent subsidies; monetary assistance to pay back-due rent and/or utilities; motel vouchers; security deposits; emergency eviction assistance; and supportive services such as referrals for employment services, food and clothing, public benefits, and financial planning. The status of the persons and households assisted is unknown.

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

Not applicable.

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

As shown in Table 12, an estimated 3,104 low and moderate income renter households and 1,059 owner households in Huntington Park are paying more than half of their gross monthly income for housing costs. Food, transportation, healthcare, utilities and other costs reduce disposable

income and the ability to save, and thus make these households vulnerable to eviction and homelessness if their income is suddenly reduced for any reason (e.g., job loss, cut in work hours or government benefits) or they encounter an unexpected expense (e.g., medical emergency, major car repair) or experience serious illness and cannot work.

Discussion

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

Furthermore, increases in families with children and larger household sizes, combined with an existing housing stock dominated by smaller one and two bedroom units, results in nearly half of Huntington Park's renters living in overcrowded conditions.

The City's focus in supporting affordable housing is to provide housing for large families; offer a mix of renter and owner opportunities and income levels; and provide deeper affordability for assisted rental housing.

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

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

Introduction

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

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,625	250	94
White	120	4	0
Black / African American	0	4	0
Asian	10	15	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	20	0
Hispanic	3,475	190	94

Table 15 - Disproportionally Greater Need 0 - 30% AMI

Data 2007-2011 CHAS

Source:

*The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,290	400	0
White	50	10	0
Black / African American	0	0	0
Asian	10	0	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	3,220	390	0

Table 16 - Disproportionally Greater Need 30 - 50% AMI

Data 2007-2011 CHAS

Source:

*The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,225	1,320	0
White	10	65	0
Black / African American	0	10	0
Asian	10	20	0
American Indian, Alaska Native	0	0	0
Pacific Islander	20	0	0
Hispanic	2,185	1,225	0

Table 17 - Disproportionally Greater Need 50 - 80% AMI

Data 2007-2011 CHAS
Source:

*The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	590	710	0
White	0	4	0
Black / African American	0	0	0
Asian	0	15	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	590	685	0

Table 18 - Disproportionally Greater Need 80 - 100% AMI

Data 2007-2011 CHAS
Source:

*The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

Tables 15-18 above identify the presence of one or more housing problems (lacks complete kitchen, lacks complete plumbing, overcrowding at > 1 person per room, or overpayment at > 30%) for different racial/ethnic group within a given income category. The following summarizes

the results of these CHAS tables, and identifies groups experiencing disproportionate housing need in Huntington Park.

Extremely Low Income (0-30% AMI)

- 91% of extremely low income households in Huntington Park have one or more housing problems, ranging from 40% to 100% by racial or ethnic group.
- The highest incidence of housing problems (100%) is experienced by American Indian/Alaska Natives. However, at just 25 households, the total number of extremely low income American Indian/Alaska Natives households in Huntington Park is minimal, representing less than one percent of the total 3,969 extremely low income households in the City.
- 92% of Hispanic households and 97% of White households earning extremely low incomes experience one or more housing problems. Hispanic households represent 95% of Huntington Park's extremely low income households, whereas White households represent just 3% of this income group.

Low Income (30-50% AMI)

- 89% of low income households in Huntington Park have housing problems, ranging from 63% (Whites) to 89% (Hispanics) to 100% (Asian and American Indian/Alaskan Native).
- While HUD's CHAS data identifies both Asians and American Indian/Alaskan Natives as having a disproportionate housing need, at 10 and 15 households respectively, the actual number of such low income households is extremely limited.

Moderate Income (50-80% AMI)

- 63% of moderate income households in Huntington Park have housing problems, ranging from 0% (African Americans) to 64% (Hispanics) to 100% (Pacific Islanders) by racial or ethnic group.
- While moderate Pacific Islanders face a disproportionate housing need, they total just 20 households.

Median Income (80-100% AMI)

- 45% of all households in Huntington Park in the median income bracket have housing problems, ranging from 0% to 46% by racial or ethnic group.
- Among households earning median incomes, Hispanic households were the only racial/ethnic group in Huntington Park identified as having one or more of the four housing problems.

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

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

Introduction

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

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,170	700	94
White	60	65	0
Black / African American	0	4	0
Asian	10	15	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	20	0
Hispanic	3,075	585	94

Table 19 - Severe Housing Problems 0 - 30% AMI

Data 2007-2011 CHAS

Source:

*The four severe housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,970	1,715	0
White	30	30	0
Black / African American	0	0	0
Asian	0	10	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	1,935	1,675	0

Table 20 - Severe Housing Problems 30 - 50% AMI

Data 2007-2011 CHAS

Source:

*The four severe housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/ negative income, but none of the other housing problems
Jurisdiction as a whole	1,620	1,925	0
White	10	65	0
Black / African American	0	10	0
Asian	10	20	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	20	0
Hispanic	1,600	1,810	0

Table 21 - Severe Housing Problems 50 - 80% AMI

Data 2007-2011 CHAS

Source:

*The four severe housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/ negative income, but none of the other housing problems
Jurisdiction as a whole	465	830	0
White	0	4	0
Black / African American	0	0	0
Asian	0	15	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	465	815	0

Table 22 - Severe Housing Problems 80 - 100% AMI

Data 2007-2011 CHAS

Source:

*The four severe housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

Tables 19-22 above identify the presence of one or more *severe* housing problems (lacks complete kitchen, lacks complete plumbing, overcrowding at > 1.5 person per room, or overpayment at > 50%) for different racial/ethnic group within a given income category. The following summarizes the results of these CHAS tables, and identifies groups experiencing disproportionate housing need in Huntington Park.

Extremely Low Income (0-30% AMI)

- 80% of all extremely low income households in Huntington Park experience one or more of the identified severe housing problems, ranging from 0% to 100% by racial or ethnic group.
- The highest incidence of severe housing problems (100%) is experienced by American Indian/Alaska Natives, representing a disproportionate need. However, at just 25 households, the total number of extremely low income American Indian/Alaska Native households in Huntington Park is minimal, representing less than 1% of the total extremely low income households in the City.
- While not a disproportionate need, 82% of Hispanic households earning extremely low incomes experience severe housing problems, compared to just 48% of White households.

Low Income (30-50% AMI)

- 54% of low income households in Huntington Park have severe housing problems, ranging from 0% to 100% by racial or ethnic group.
- At 100%, low income American Indian/Alaska Native households evidence a disproportionate housing need, although at just 15 households, American Indian/Alaska Natives represent less than 1% of Huntington Park's total low income households.

Moderate Income (50-80% AMI)

- 46% of moderate income households in Huntington Park have severe housing problems, ranging from 0% to 47% by racial or ethnic group. No group evidences a disproportionate housing need.

Median Income (80-100% AMI)

- 36% of median income households in Huntington Park experience severe housing problems, ranging from 0% to 36% by racial or ethnic group.
- Hispanic households represent 98% of all median income households in Huntington Park, with 36% experiencing one or more severe housing problems. Among the other two racial groups in this income category - Whites and Asians - no households are identified as experiencing severe housing problems.

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

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

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	6,605	4,070	3,970	149
White	170	90	90	0
Black / African American	40	20	0	0
Asian	80	30	20	0
American Indian, Alaska Native	0	0	35	0
Pacific Islander	20	20	0	0
Hispanic	6,255	3,890	3,830	149

Table 23 - Greater Need: Housing Cost Burdens AMI

Data 2007-2011 CHAS
Source:

Discussion

A disproportionately greater housing need exists when the members of a racial or ethnic group at an income level experience housing problems at a greater rate (10% or more) than the income level as a whole. Table 23 above identifies cost burden for each racial and ethnic group in Huntington Park, including no cost burden (<30% income towards housing), cost burden (30-50%), severe cost burden (>50%), and not computed due to no/negative income. According to the CHAS data on which this table is based, 28% of Huntington Park households experience a cost burden, with an additional 27% experiencing a severe cost burden. In comparison with this citywide average, Pacific Islander households experience a disproportionate housing cost burden, and American Indian/Alaska Natives experience a disproportionate severe housing cost burden. However, with a total of just 40 Pacific Islander households and 35 American Indian/Alaska Native households identified as residing in Huntington Park by the 2007-2011 American Community Survey (ACS), combined with the sampling methodology utilized by the ACS, the results for such a small sample size are less than statistically significant.

Hispanics comprise Huntington Park's primary racial/ethnic group, as reflected in Table 23 which identifies 96% of the City's total 14,739 households as Hispanic origin. While housing needs are significant among the City's Hispanic population, because Hispanics represent the vast majority of the population, the needs of this group closely reflect the Citywide average and are thus not considered a disproportionate need.

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

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

The analysis of housing problems and severe housing problems in sections NA-15 and NA-20 identify Asian, American Indian/Alaska Native and Pacific Islander households as evidencing a disproportionate housing need. Tables 24A and 24B below identify the specific income categories among these racial groups where disproportionate need is apparent:

Income Category	% Households with Housing Problems (# Households with Housing Problems)			
	Citywide	Asian	American Indian/ Alaska Native	Pacific Islander
0-30%	91% 3,625	--	--	--
30-50%	89% 3,290	100% 10	100% 15	--
50-80%	63% 2,225	--	--	100% 20
80-100%	45% 590	--	--	--

Table 24A – Housing Problems: Greater Disproportionate Need

Income Category	% Households with Severe Housing Problems (# Households with Severe Housing Problems)	
	Citywide	American Indian/ Alaska Native
0-30%	80% 3,170	100% 25
30-50%	54% 1,970	100% 15
50-80%	46% 1,620	--
80-100%	36% 465	--

Table 24B – Severe Housing Problems: Greater Disproportionate Need

As illustrated in the above tables, the actual number of households within the Asian, American Indian/Alaska Native and Pacific Islander racial groups identified by the HUD CHAS data as experiencing disproportionate housing problems is extremely limited. As previously mentioned, given this small number of households, combined with the sampling methodology utilized by the American Community Survey, the results in such a small sample size are less than statistically significant.

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

Not applicable.

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

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

NA-35 Public Housing – 91.205(b)

Introduction

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

The Housing Authority of the County of Los Angeles (HACoLA) is the local public agency providing Housing Choice Vouchers within Huntington Park. According to a special data run conducted by HACoLA for the City, as of September 2014, there were a total of 458 Huntington Park households receiving tenant-based Housing Choice Vouchers. Nearly 90% of the City's Section 8 recipients are of Hispanic origin, consistent with the ethnic make-up of the City's population, which is 97% Hispanic. Elderly households comprise approximately two-thirds of the City’s Section 8 recipients (295 households), indicative of several large senior housing complexes with significant numbers of Section 8 tenants. The City also has a high proportion of disabled households receiving Section 8 (265 households), although many of these households are also likely to be seniors. There are no public housing projects located within Huntington Park.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled
# of units vouchers in use	0	0	0	458	0	458	0	0	0

Table 25 - Public Housing by Program Type (Huntington Park only)

Data Source: Housing Authority of County of Los Angeles, September 2014.

Characteristics of Residents

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

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of DV victims	0	0	0	0	0	0	0	0

Table 26 – Characteristics of Public Housing Residents by Program Type (entire HACoLA jurisdiction)

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled
White	0	0	0	426	0	426	0	0	0
Black/African American	0		0	25	0	25	0	0	0
Asian	0		0	1	0	1	0	0	0
American Indian/Alaska Native	0		0	3	0	3	0	0	0
Pacific Islander	0			3	0	3	0	0	0
Other	0	0	0	0	0	0	0	0	0

Table 27 – Race of Public Housing Residents by Program Type (Huntington Park only)

Data Source: Housing Authority of County of Los Angeles, September 2014.

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
Veterans Affairs Supportive Housing	Family Unification Program	Disabled							
Hispanic	0	0	0	405	0	405	0	0	0
Not Hispanic	0	0	0	53	0	53	0	0	0

Table 28 - Ethnicity of Public Housing Residents by Program Type (Huntington Park only)

Data Source: Housing Authority of County of Los Angeles, September 2014.

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

Not applicable - there is no public housing in Huntington Park.

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

Safe, decent, affordable housing.

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

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

Discussion

The impact of the high cost of rentals and low vacancy rates is evidenced in the increase in renter overpayment over the past decade. The 2008-2012 American Community Survey (ACS) documents 63% of renters spending greater than 30% of their income on rent,

compared to 47% in 2000. Furthermore, the ACS documents 27.7% of Huntington Park's population as below the poverty level, compared to a poverty rate of 17.1% countywide. These conditions have contributed to a lengthy waiting list for housing assistance, both for Housing Choice Vouchers from HACoLA and for occupancy within one of the eleven affordable rental projects within Huntington Park.

NA-40 Homeless Needs Assessment – 91.205(c)

The Los Angeles Homeless Services Authority (LAHSA) coordinates the biennial Greater Los Angeles Homeless Count for the Los Angeles County/City Continuum of Care (LA CoC) as part of the national effort required by HUD to enumerate the homeless population. For purposes of reporting homeless count data to HUD, all Continua of Care use a “literal homeless” definition: “Men, women, and children who are:

- Sleeping in places not meant for human habitation, including on the street, in parks, along rivers, in backyards, unconverted garages, cars and vans, along freeways or under overpasses, and the like; or
- Sleeping in emergency shelters, safe havens, or transitional housing programs and were homeless upon entry to the program.”

LAHSA’s 2013 “point in time” count enumerated 58,423 homeless individuals in the County, reflecting a 16% increase from the 2011 count. Specifically for the Los Angeles CoC (LA CoC excludes the cities of Glendale, Pasadena and Long Beach), LAHSA reports a population of 53,798 homeless individuals, up by over 8,000 persons in comparison to the 2011 point in time count (refer to Table 29). Of this number, 12,934 are sheltered, 22,590 are unsheltered, and 18,274 are “hidden homeless,” meaning homeless persons who would not have been seen in the street or shelter count.

Table 29 – Changes in Homeless Population in LA CoC (Including Hidden Homeless) 2011-2013

	Sheltered Homeless		Unsheltered Homeless		Hidden Homeless		Total	
	#	%	#	%	#	%	#	% of County
2011	16,882	37%	17,740	39%	10,800	24%	45,422	
2013	12,934	24%	22,590	42%	18,274	34%	53,798	93%
Changes	-3,948	-23%	+4,850	27%	+7,474	69%	+8,376	18%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

As shown in Table 30, 46,303 of the homeless counted in 2013 are single adults, 6,678 are families with children, and 817 are unaccompanied youth. This reflects a significant decline in the numbers of homeless in families and an increase in the numbers of unaccompanied youth.

Table 30 – Changes in LA CoC Homeless Population, 2011-2013

	Single Adults		Family Members		Unaccompanied Youth		Total	
	#	%	#	%	#	%	#	%
2011	35,838	79%	9,218	20%	366	1%	45,422	100%
2013	46,303	86%	6,678	12%	817	2%	53,798	100%
Changes	+10,465	+29%	-2,540	-28%	+451	+123%	+8,376	18%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

Table 31 depicts the number of shelter beds within the Los Angeles Continuum of Care, and indicates a 23% decline the total number of shelter beds between 2011 and 2013. More specifically, emergency shelter beds fell 34% from 9,855 in 2011 to 6,468 in 2013; transitional shelters fell 8% from 6,982 in 2011 to 6,445 in 2013; and the limited number of safe haven shelter beds declined by 53% from 45 in 2011 to just 21 in 2013.

Table 31 – Changes in LA CoC Shelter Counts, 2011-2013

	Emergency Shelters		Transitional Shelters		Safe Haven Shelters		Total	
	#	%	#	%	#	%	#	%
2011	9,855	58%	6,982	41%	45	.3%	16,882	100%
2013	6,468	50%	6,445	50%	21	.2%	12,934	100%
Changes	-3,387	-34%	-537	-8%	-24	-53%	-3,948	-23%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

According to LAHSA, the increase in the homeless population over just the last few years can be attributed to a continuing, persistent recession; loss of critical resources under the American Recovery and Reinvestment Act; a lack of affordable housing options for low income households and increasing rental rates; prison realignment which released prisoners without adequate funding and coordination of services and housing options; reduced Federal McKinney-Vento funding due to use of the new CDBG funding formulas; and in-migration of homeless persons to Los Angeles County.

While the homeless counts display an increase from 2011 to 2013 in the LA CoC as a whole, certain smaller geographic areas show differing trends. To explain, LAHSA has further divided the County into eight geographic areas designated as Service Planning Areas (SPA's) to provide better local control and planning efforts. The East Los Angeles Service Planning Area (SPA 7) which includes the City of Huntington Park, had a 2013 homeless population count of 2,430 persons, down 24% from 3,208 persons in 2011 (excludes hidden homeless). Of this population, 78% (1,901) are single adults, 21% (499) are family members, and 1% (30) are unaccompanied youth. Additionally, 37% (897) are sheltered, and 63% (1,533) are unsheltered. The 2013 shelter counts for SPA 7 include the following:

- Emergency Shelters: 151 beds, 111 units
- Transitional Housing: 679 beds, 517 units
- Permanent Supportive Housing: 924 beds, 361 units
- Winter Shelter Program: 64 beds, 64 units

Included in the Permanent Supportive Housing count is Huntington Park's recently opened Mosaic Gardens which includes 34 beds in 23 units. The project was developed by LINC Housing with the assistance of Federal HOME dollars from the City of Huntington Park.

The Huntington Park Code Enforcement Department estimates the City's daytime homeless population consists of approximately 30-50 chronically homeless persons (November 2014). A

large majority of the City’s homeless are chronic substance abusers, many suffering from mental health issues, have been homeless for several years and are more service resistant than those who have only been homeless for a short period of time. While City staff report no “visible” homeless families, the City is the only jurisdiction in the immediate area that allows overnight street parking, and as a result temporarily homeless individuals and families from the greater area come to Huntington Park to sleep in their cars overnight.

In addition to the currently visible homeless, a much larger segment of the community is at risk of becoming homeless. Over one-quarter of the City's residents live below the poverty line, with 44 percent of female-headed households with children in poverty, placing them at particular risk of homelessness. Another at-risk group includes the approximately 450 households in Huntington Park receiving Section 8 vouchers. While many of the aforementioned households are not living in shelters or on the street, many face problems of overcrowding and overpayment in an effort to afford housing. Others may live with friends or relatives or in substandard units such as converted garages.

Rising rents in Huntington Park have placed many lower-income persons at greater risk of homelessness. In particular, family households and single mothers are vulnerable due to the high costs associated with childcare. Rent increases have also hurt those with low-wage jobs. A lack of available Section 8 vouchers as well as a decline in apartment owners willing to accept these vouchers also places households at risk.

Almost all service agencies cited a need for more affordable housing in Huntington Park. Affordable housing for special needs groups such as large families and single mothers with children was seen as critical to alleviating overcrowding and preventing homelessness.

Table 32 - 2013 Total Counts and Demographics by Program Type for Los Angeles CoC

Population	Est. # experiencing homelessness on a given night		Estimate # experiencing homelessness each year	Estimate # becoming homeless each year	Estimate # exiting homelessness each year	Estimate # days persons experience homelessness
	Unsheltered	Sheltered				
Persons in HH with Adults & Children	2,071	4,607				
Persons in HH with only Children	716	101				
Persons in HH with only Adults	38,077	8,226				
Chronically Homeless	12,790	823				
Veterans	4,798	1,450				
Unaccompanied Youth	716	101				
Persons with HIV	347	164				

Data Source: Los Angeles Homeless Services Authority, March 2014.

Table 33 - 2013 Total Counts and Demographics by Program Type for SPA-7 – East Los Angeles

Population	Estimate the # of Persons Experiencing Homelessness on a Given Night		Estimate the # experiencing homelessness each year	Estimate # becoming homeless each year	Estimate # exiting homelessness each year	Estimate # of days persons experience homelessness
	Unsheltered	Sheltered				
Persons in HH with Adults & Children	184	315				
Persons in HH with only Children	29	1				
Persons in HH with only Adults	1,319	581				
Chronically Homeless	443	48				
Veterans	173	103				
Unaccompanied Youth	29	1				
Persons with HIV	13	12				

Data Source: Los Angeles Homeless Services Authority, March 2014.

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

In their 2013 Greater Los Angeles Homeless Count Report, LAHSA estimates 13,613 chronically homeless persons on any given night, representing over 25% of the Los Angeles CoC total homeless population. Of this number, 12,790 are unsheltered, and 823 are sheltered. Chronically homeless family members have decreased from 2,730 adults and children in 2011, to 1,227 adults and children (339 family units) in 2013, down 55%. In SPA-7, which encompasses the City of Huntington Park, 491 chronically homeless are estimated to exist, with 443 being unsheltered and 48 that are sheltered. There are also 29 chronically homeless family units, comprised of 105 homeless family members (79 unsheltered and 26 sheltered).

While LAHSA reports challenges in estimating homeless families, the Los Angeles Continuum of Care was still able to enumerate 6,678 persons living in households comprised of both adults and children, representing 2,223 total homeless households with children, compared to 9,218 homeless family members in 4,970 families in 2011. The vast majority of homeless families are sheltered (4,607 or 69%) in either emergency shelters or transitional housing programs or are

using hotel/motel vouchers, and 2,071 are unsheltered. Compared to 2011, the number of unsheltered families remained relatively unchanged, however there was a reduction in sheltered families likely due to successful transitions to permanent housing or because of out-migration to areas with lower unemployment rates. In SPA-7, there were 499 homeless persons belonging to a family reported in the homeless count, with the majority, 63%, being sheltered, and 184 unsheltered. The 499 homeless persons make up 166 total household units.

Another subpopulation of homeless in the LA CoC area are veterans and their families. LAHSA estimates 6,248 homeless veterans live in the LA CoC area (nearly 12% of the homeless population), 4,798 of whom are unsheltered, and 1,450 who are sheltered. This is a reduction of over 23% from the 8,131 total veterans in 2011. Among the 6,248 homeless veterans, 352 (approximately 6%) are estimated to be female veterans, and 36% are estimated to be chronically homeless. In the east side of Los Angeles County (SPA-7), there were 276 total homeless veterans, 16 of which were female veterans. Most of these, 63% or 173, are unsheltered, with the remaining living in either emergency or transitional housing.

Los Angeles is one of the only jurisdictions to conduct a separate Youth Count in order to target hard to reach youth. Along with the 2013 Point in Time count, provider agencies and homeless youth counters identified neighborhoods to count, based on places where homeless youth are known to frequent. In 2013, there were 6,019 homeless youth not part of a family household unit in the LA CoC, compared to 3,959 in 2011. Of these, 5,202 single adults are considered “transitional aged youth” because they are between the ages of 18 and 24. The remaining 817 are unaccompanied youth under the age of 18. Of these, only 101, or 12%, have shelter. Thirty of these 817 live in SPA-7 which encompasses the City of Huntington Park.

As previously stated, Huntington Park’s homeless population is estimated to range between 30-50 chronically homeless individuals. The majority of Huntington Park’s visible homeless population is made up of single, adult males, many who appear to have mental health or substance abuse issues. Homeless individuals may be well served by SRO units and transitional housing. Transitional housing facilities offer personal development programs, often augmented with health maintenance and professional counseling. Personal skills must be developed if true self-sufficiency is to be achieved.

Nature and Extent of Homelessness:

Table 34 – LA CoC Homeless Population by Race/Ethnicity

Race	#	%
White	31,444	58%
Black or African American	20,450	38%
Asian	692	1%
American Indian or Alaska	621	1%
Multi-Racial	591	1%
Ethnicity	#	%
Hispanic	11,753	22%
Not Hispanic	42,045	78%

Data Source: Los Angeles Homeless Services Authority, January 2014.

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

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

According to the data collected by LAHSA, there are an estimated 2,223 homeless families with children living in the LA CoC area, representing an estimated 6,678 adults and children (166 homeless families in SPA-7). While the exact number of homeless families in Huntington Park is unknown, it is probable that many homeless families were missed in the January 2013 Point in Time Count, as many families temporarily double-up or triple-up with other families due to economic hardship.

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

The January 2013 Point in Time (PIT) Count identified 53,798 homeless persons in the Los Angeles CoC (all of LA County with the exception of Glendale, Pasadena, and Long Beach). As depicted in Table 34, 58% of the homeless counted are identified as White/Caucasian and 38% are Black/African American, with Asians, American Indian/Alaskan Native, and Multi-Racial persons making up a combined 3% of homeless persons. Persons of Hispanic ethnicity comprise 22% of the 2013 PIT count. In comparison to the 2011 PIT Count, there was a 64% increase in homelessness among the White/Caucasian population (non-Hispanic), a 6% decrease in Hispanic homeless populations, and a 28% decrease in the Asian homeless populations.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Within the Los Angeles CoC area, LAHSA identified a total of 12,934 sheltered homeless, 22,590 unsheltered homeless, and 18,274 “hidden homeless” in January 2013 (53,798 total), compared to 45,422 counted in 2011. In addition to the 53,798 literally homeless persons in the LA CoC, the 2013 Homeless Count telephone survey identified an estimated 14,146 people who are precariously housed and an additional 6,204 who are at risk of being homeless. HUD defines a “precariously housed” person as one who is staying with a household because he or she has no other regular or adequate place to stay due to lack of money or other means of support and who is sleeping inside the house and will be allowed to stay for 15-90 days. Furthermore, HUD defines “at-risk of literal homelessness” as a person who is staying with a household because he or she has no other regular or adequate place to stay due to lack of money or other means of support and who is sleeping inside the house, and will have to leave in 14 days or less.

The shelter counts are comprised of 6,468 homeless persons in emergency shelters, 6,445 in transitional housing, and 21 in safe havens, reflecting a decrease of 23% from 2011. LAHSA reports that the number of families utilizing motel vouchers on the nights of the count resulted in a significant reduction in the Emergency Shelter count. Additionally, the economic downturn has resulted in a number of shelters closing and a reduced capacity for crisis housing since 2011.

In terms of the unsheltered homeless, the table below shows that 82% of the homeless single adult population is unsheltered, 31% of homeless families are unsheltered, and 88% of unaccompanied youth under 18 years are unsheltered. Compared to 2011, total unsheltered counts rose by 43% in 2013.

Table 35 - Comparison of LA CoC Homeless Shelter Status by Household Type, 2011 - 2013

	2011					2013				
	Sheltered		Unsheltered		Total	Sheltered		Unsheltered		Total
Single Adults	9541	27%	26,297	73%	35,838	8,226	18%	38,077	82%	46,303
Family Members	7,254	79%	1,964	21%	9,218	4,607	69%	2,071	31%	6,678
Unaccompanied Youth	87	24%	279	76%	366	101	12%	716	88%	817
LA CoC Overall	16,882	37%	28,540	63%	45,422	12,934	24%	40,864	76%	53,798

Data Source: Los Angeles Homeless Services Authority, January 2014.

Discussion

In HUD’s 2013 Continuum of Care Dashboard Report, which provides an overview of a CoC’s performance in serving homeless individuals, a total of 23,800 beds are recognized as being available within the LA CoC for a variety of target populations:

Table 36 - 2013 LA CoC Housing Inventory Summarized by Target Population and Bed Type

	Emergency Shelter	Permanent Supportive Housing	Safe Haven	Transitional Housing
Youth	81	0	0	12
Mixed (any population)	426	25	0	1,143
Individual	2,885	10,938	25	5,166
Adult & Child(ren)	591	904	0	1,604

Data Source: U.S. Department of Housing and Urban Development (HUD)

The data collected by LAHSA identifying 53,798 homeless persons within the Los Angeles County CoC, coupled with a total bed count of 23,800 suggests the overall need for additional housing for homeless. The prevalence of health related conditions such as substance abuse, mental health, alcoholism, and other issues experienced by homeless persons also suggest a need for public services to assist with these conditions. Public outreach to housing, homeless, and public service providers conducted in support of the Consolidated Plan echoes this need.

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

Introduction:

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

Describe the characteristics of special needs populations in your community:

Elderly and Frail Elderly

Approximately 7% of Huntington Park residents are over age 65, comprising approximately 3,900 senior citizens. Among the City's households, 13% are headed by seniors, translating to nearly 2,000 senior households. While most of Huntington Park's seniors are renters (60%), a substantial proportion (40%) own their homes. About 18% of the City's elderly live alone, and 28% live below the poverty level. Approximately 44% of elderly residents in Huntington Park have some type of disability.

Persons with Disabilities

Approximately 8% (4,425 persons over the age of 5) of Huntington Park residents report having some type of disability (*source: 2008-2012 American Community Survey*). Over one-third of these residents are unable to live independently. More specifically, the City's disabled population have the following types of disabilities:

- 56% Ambulatory
- 37% Cognitive
- 27% Hearing
- 26% Self Care
- 23% Vision

Just over half of Huntington Park's disabled population of general working age (18-64 years old) are employed. In general, many persons with disabilities have lower-incomes since the disability may affect their ability to work.

Victims of Domestic Violence

Individuals fleeing domestic violence are generally women and children. It is difficult to estimate the number of victims of domestic violence, as many victims do not call the police or seek services. Women between the ages of 18 and 44 are at an increased risk for domestic violence, with lower-income and immigrant women particularly vulnerable to abuse. This needs group needs transitional housing with counseling and supportive services.

Persons with HIV/AIDS

Persons with HIV/AIDS are considered a special needs group due their need for affordable housing, health care, counseling and other supportive services. Based upon *An Epidemiologic Profile of HIV and AIDS in LA County* prepared by the Los Angeles County Public Health Department in 2009, a cumulative total of 3,184 HIV/AIDS cases have been reported in the “East” Service Planning Area. The East SPA is one of eight areas LA County has developed in an effort to characterize local health needs regionally. The East SPA includes the cities of Huntington Park, South Gate, Bell, Bell Gardens, Walnut Park, Maywood, and Florence to name a few. The population is mostly male (84%) and the majority of cases were Latino (75%). Whites accounted for 14 percent of the total number of cases, and Blacks accounted for seven percent. The number of cases in the East SPA were widely dispersed, with the exception of South Gate and Huntington Park that had the highest totals, with 90 and 499 cases respectively.²

Alcohol/Other Drug Abuse

According to the National Council on Alcoholism and Drug Dependence, 18 million Americans suffer from alcohol dependencies, while five to six million Americans suffer from drug addictions. Furthermore, more than nine million children live with a parent dependent on alcohol and/or illicit drugs.

Persons with drug and or alcohol addictions often need a supportive living environment to break their habit. Supportive housing for persons with substance addictions is typically transitional housing programs that also offer counseling and job training. The County serves as the primary funding source for these types of programs.

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

Elderly and Frail Elderly

The elderly have a number of special needs including housing, transportation, health care, and other services. Housing is a particular concern due to the fact that many of the elderly are on fixed incomes. As housing expenses rise, they may have less money available for medical costs and other vital services. Huntington Park has four senior housing projects providing 650 units, with approximately 360 of these units restricted to occupancy by lower income households at affordable rents.

The frail elderly (85 years of age and above) have specialized needs as they become increasingly unable to perform daily functions and take care of themselves without assistance. These needs

² While updated numbers are not currently available for the Huntington Park city limits, the 2013 LA County HIV Surveillance Report identifies a total of 3,065 persons in the East Service Planning Area (including Huntington Park) living with the HIV infection as of December 31, 2013.

may include additional health care needs, modifications to housing, or more specialized housing in a 24-hour care environment. An estimated half of the frail elderly population require personal assistance to perform daily functions.

For those seniors who live on their own, many have limited incomes and as a result of their age may not be able to maintain their homes or perform minor repairs. Furthermore, the installation of grab bars and other assistance devices in the home may be needed. The City offers a Residential Rehabilitation Program which provides for deferred loans of up to \$50,000, with a forgivable component of up to \$25,000 for repairs that correct for health and safety violations. The City is also planning to re-initiate its Minor Home Repair Program to provide grants for minor repairs and accessibility improvements to seniors and persons with disabilities.

Persons with Disabilities

In addition to health care services, persons with disabilities need affordable and accessible housing and transportation. In order to provide accessible housing, special designs and/or accommodations may be necessary. These may include ramps, holding bars, wider doorways, lower sinks and cabinets, and elevators. Housing should be accessible through the use of special design features to accommodate wheelchairs and persons with mobility limitations.

Due to their specific housing needs, persons with disabilities are vulnerable to discrimination by landlords, who may not be familiar with the reasonable accommodation protections contained in the Fair Housing Act. Similarly some landlords may be hesitant to rent to persons with an assistive animal such as a guide dog.

For those persons who may not be able to live on their own or with family members and require additional care and supervision, licensed community care facilities offer special residential environments for persons with disabilities including physical, mental, and emotional disabilities. Three licensed adult residential care facilities that serve disabled persons are located in Huntington Park, with capacity for 40 individuals.

Persons with HIV/AIDS

Short-term housing needs for persons with AIDS may include hospice facilities, shelters or transitional housing. Long-term needs include affordable housing in close proximity to public transportation and health care facilities. As with other persons with disabilities, persons with HIV/AIDS may face discrimination that affects their access to housing due to fear, the need for reasonable accommodation, or other factors.

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

Refer to discussion above

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

Describe the jurisdiction’s need for Public Facilities:

The City of Huntington Park has a wide array of public facilities to serve the needs of its residents. These include six public parks ranging in scale from the 21 acre Salt Lake Park; Raul R. Perez Memorial Park and Freedom Park which each comprise approximately four acres; Civic Center Park at one and a half acres; and Senior Citizen and Chelsea Parks which are both less than one acre in size. Table 37 presents a summary of the City’s park facilities.

Table 37 - Park Facilities

Amenities	Salt Lake Park	Civic Center Park	Raul R. Perez Park	Freedom Park	Senior Citizen Park	Chesley Park	Totals
Acreage	20.9	4.0	4.5	1.5	.5	.2	31.6
Community Bldgs.	1		1	1	1		4
Lighted Baseball Fields	2						2
Lighted Softball Fields	3						3
Volleyball Courts				1			1
Unlit Multipurpose Fields	1		1	1			3
Lighted Soccer Fields	1						1
Lighted Tennis Courts	5						5
Indoor Volleyball Courts	1						1
Lighted Basketball Courts	4		4				4
Unlit Basketball Courts				2			2
Wading Pools	1						1
Tot Lot / Playgrounds	3	1	1	1		1	7
Swing Sets	1		2			1	4
Picnic Tables	66	17	10	6	13	3	115
Barbeques	37	5		3	4	3	52
Restrooms	Yes	Yes	Yes	Yes			
Skate Parks	1						1
Handball Courts				1			1
Parking Lot Spaces	490	94	50	3	120	O/S	757

Source: Huntington Park Parks and Recreation Master Plan, May 2008

Three of the City's parks (Salt Lake, Freedom and Raul R. Perez Parks) include community recreation centers, children's playgrounds, basketball courts, turf field areas, and in the case of Salt Lake Park, there is a gymnasium, baseball diamonds and a skate park. In addition, the Oldtimers Foundation owns and operates the Family Center on Gage Avenue which serves as a regional multi-generational community center for seniors, youth and families. The Family Center has the only public swimming pool in the area. All four of these facilities provide important services including after-school programs, childcare, senior meals, assistance/advocacy programs, educational programs, and a wide array of recreational activities. As discussed below, these facilities offer services to all residents, including special needs groups. In addition, many of these programs are provided free of charge or have scholarships that help offset the cost to lower-income residents.

Despite these many facilities, there is still demand for additional facilities, with the increase in the number of families with children placing added stress on recreational facilities. Apart from additional facilities, many existing community facilities need upgrades, rehabilitation, and in some cases replacement to keep up with demand. In order to address this need, the Parks and Recreation Department adopted a Parks and Recreation Master Plan (2008) that will serve as a roadmap to help guide future parks and recreation decisions in the City. The main areas of focus of the Master Plan include an assessment of current park facilities and recreation programming; an analysis of park maintenance; existing park opportunities and constraints; and a park facility action plan that identifies more than 80 park improvement projects.

Among the many improvements identified in the Master Plan for all six parks are: new walkways and restrooms, upgraded playground equipment to meet ADA requirements, parking lot repairs, new ADA drinking fountains, landscaping, lighting, and renovation of basketball courts. Discussions with the Parks and Recreation Department during the public outreach process revealed that most of the identified improvements have already been accomplished with the exception of Soccer Field Lighting Project and the Salt Lake Park Splash Pad Project for which CDBG funding will likely be requested during this Consolidated Plan timeframe.

The Soccer Field Lighting Project consists of the installation of an energy efficient lighting system on the Kevin de Leon Soccer Field. Soccer Field renovations was identified among the top 5 outdoor amenities most desired by Huntington Park residents, per the 2008 Parks and Recreation Master Plan.

The development of the Salt Lake Park Splash Pad project addresses the recreational needs identified by community residents during the 2008 Parks and Recreation Master Plan process and subsequent park planning meetings. The construction of this water play facility will responsibly consider the state of California's limited water resources and will feature an eco-friendly water filtration system. Low-income families residing in Huntington Park and the surrounding cities of southeast Los Angeles County, will therefore enjoy and benefit from an amenity that will be built with full consideration to future generations.

How were these needs determined?

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

Describe the jurisdiction's need for Public Improvements:

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

Other projects the Public Works Department may undertake during the Consolidated Plan timeframe, dependent on available CDBG or alternative funding, include street resurfacing, Safe Route to School, Pacific Boulevard Pedestrian Improvements, State Street Bike Lane, Randolph Street Rails-to-Trails Study, Downtown Huntington Park iPark, and the Signal Synchronization and Bus Speed Improvement Project.

In February 2014, the Public Work Department also completed a Bicycle Master Plan 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.

The overall goal of the Bicycle Master Plan is to "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." To implement the Plan, a goal to identify and secure funding from various local, regional, state, and federal sources is also noted. To that effect, CDBG funds could be requested within the Consolidated Plan timeframe for bicycle related projects.

To help maintain and improve the appearance of neighborhoods, especially those in more blighted areas, the City provides a graffiti removal service. The Department of Public Works has an active program that assists with the removal of graffiti on homes, businesses and in public places in the community.

How were these needs determined?

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

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

Describe the jurisdiction's need for Public Services:

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

- Anti-crime services
- Youth services (after-school programs and teen services)
- Child care services
- Health care and mental health services
- Tenant/landlord counseling
- Services for seniors and disabled populations
- Transportation services
- Services for the homeless

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

How were these needs determined?

Consultation with social service providers active in Huntington Park and distribution of a Community Survey provided extensive input on the needs of the populations they serve. The Community Development Department has also provided key direction in prioritizing public service needs.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Table 38 presents the City's housing unit mix, as documented by the 2007-2011 American Community Survey (ACS). The City has approximately 15,100 housing units, with a relatively even split between single-family and multi-family units. As a built-out community, housing growth in recent years has primarily been attributable to the introduction of housing in the downtown and on target opportunity sites, and is largely a result of City involvement in the provision of assisted housing (refer to Table 40 later in this Section for a complete listing of assisted housing projects).

Housing tenure refers to whether a housing unit is owned, rented or is vacant. Tenure reflects the relative cost of housing opportunities, and influences residential mobility, with owner units generally evidencing lower turnover rates than rental housing. As indicated in Table 39, 72% of Huntington Park's households are renters, consistent with 1990 and 2000 levels when 72% and 73%, respectively, of households were renters. As indicated in Figure 6 in Appendix B, the highest concentrations of renter households (over 85%) are generally located in the central part of the City surrounding Pacific Boulevard, and extending east and west along Gage and Florence; in the City's northern extension north of Slauson; the area on both sides of State in between Gage and Randolph; and the area bound by Saturn to the north, Florence to the south, State to the west, and Salt Lake to the east.

Another important characteristic of the City's housing supply is the size of units with respect to the number of bedrooms. Large households, defined as households with five or more members, generate the need for units with three or more bedrooms. With approximately 1,000 rental units with three or more bedrooms, compared to over 3,300 renter households having five or more members (as documented by the 2010 Census), the supply of large rental units is generally inadequate to meet the needs of the community's large renter households. Many of these large rental units may be occupied by smaller households, and/or consist of single-family homes which command higher rents, thus restricting availability for occupancy by lower income large families. The City emphasizes the inclusion of large family units in both owner and rental housing developments to meet this need. In addition, the City's Residential Rehabilitation Loan Program provides loans for room additions to provide adequately sized housing.

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

Introduction

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	6,021	40%
1-unit, attached structure	1,791	12%
2-4 units	2,010	13%
5-19 units	3,265	22%
20 or more units	2,041	13%
Mobile Home, boat, RV, van, etc.	24	0%
Total	15,152	100%

Table 38 – Residential Properties by Unit Number

Data Source: 2007-2011 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	58	1%	2,051	20%
1 bedroom	124	3%	4,355	42%
2 bedrooms	1,222	30%	2,938	28%
3 or more bedrooms	2,698	66%	1,008	10%
Total	4,102	100%	10,352	100%

Table 39 – Unit Size by Tenure

Data Source: 2007-2011 ACS

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

Huntington Park has an active history of supporting affordable housing development in its community. As illustrated in Table 40, the City has facilitated the development of eight residential developments, and the acquisition/rehabilitation of six projects with long-term affordability covenants on all or some of the units. These projects include: Concord Huntington Park, Seville Gardens, Casa Rita, Rugby Senior Apartments, Casa Bonita, Rita Court, Santa Fe Village, and Casa Bella (new construction), and Bissell Apartments, Bissell II, Bissell III, 6700 Middleton Street, 6822 Malabar Street, and the Mosaic Gardens projects (acquisition/rehabilitation). These 14 projects provide a total of 557 affordable units, including 361 very low income (30% MFI), 149 low income (50% MFI) units, and 47 moderate income (80% MFI) units. Of the total 557 units, 361 are senior units, 185 are family units, and 11 are family, transitional age youth units.

Table 40 - Assisted Housing Inventory

Date Built	Project Name and Location	Owner vs Renter	Senior vs Family	Total # Units	Restricted Affordable Units*	Affordability Period	Funding Sources
1973	Concord Huntington Park 6900 Seville Ave	Renter	Senior	162	162 very low income	2029	Mortgage Revenue Bond, Tax Credit
1989	Seville Gardens 2701 Randolph St	Renter	Senior	223	45 very low income	2029	RDA, California Reinvestment Corp.
1995	Casa Rita 6508 Rita Ave	Renter	Family	103	21 very low income, 81 units low income	2050	Tax Credits, Mortgage Revenue Bond
1997	Rugby Senior Apts 6330 Rugby Ave.	Renter	Senior	184	37 very low income, 37 low income	2050	Section 108 loan, Tax Credits
2001	Bissell Apartments 6344 Bissell St (acquisition/rehab)	Renter	Family	4	4 low income	2021	HOME, CDFI
2002	Casa Bonita 6512 Rugby Ave	Renter	Senior	80	80 very low income	2030	HOME, City of Industry Set-aside, Tax Credits, AHP
2003	Bissell II Apts 6308-6312 Bissell (acquisition/rehab)	Renter	Family	7	1 very low income, 4 low income	2062	HOME, CDFI
2007	Bissell III Apts 6340 Bissell (acquisition/rehab)	Renter	Family	4	4 low income	2062	HOME
2008	6700 Middleton St. (acquisition/rehab)	Renter	Family	6	2 very low income, 4 low income	2063	HOME
2008	6822 Malabar St. (acquisition/rehab)	Renter	Family	10	2 very low income, 8 low income	2063	HOME
2014	Mosaic Gardens 6337 Middleton St. (acquisition/rehab)	Renter	Family, Transitional Aged Youth	24	11 very low income	2069	HOME, Tax Credits, MHSA
1996	Rita Court** 6900-30 Rita Ave	Owner	Family	64	39 moderate income	No resale controls	CDBG – land acquisition
2000	Santa Fe Village** 2400-12 Randolph	Owner	Family	17	8 moderate income	No resale controls	CDBG – land acquisition
2004	Casa Bella 6902-30 Rita Ave.	Owner	Family	15	7 low income	2025	HOME

Source: City of Huntington Park Community Development Department, June 2014.

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

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

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

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

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

Describe the need for specific types of housing:

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

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

Discussion

The City of Huntington Park, the City's former Redevelopment Agency and non-profit partners have played an active role in providing affordable housing not otherwise being provided for in the market, including rental housing for seniors, families, and transitional age youth. With the elimination of Redevelopment Agency funds, and reductions in federal HOME funds, the City will be more reliant on outside sources of funds, such as Low Income Housing Tax Credits, to fund future affordable housing activities. As such, the City must also continue to support legislation changes that would address increased funding for affordable housing.

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

Introduction

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

Cost of Housing

	Base Year: 2000	Most Recent Year: 2011	% Change
Median Home Value	162,700	351,900	116%
Median Contract Rent	546	834	53%

Table 41 - Cost of Housing

Data Source: 2000 Census (Base Year), 2007-2011 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	739	7.1%
\$500-999	7,150	69.1%
\$1,000-1,499	2,155	20.8%
\$1,500-1,999	265	2.6%
\$2,000 or more	43	0.4%
Total	10,352	100.0%

Table 42 - Rent Paid

Data Source: 2007-2011 ACS

Housing Affordability

% Units affordable to Households earning	Renter		Owner	
	Units	Households	Units	Households
30% HAMFI	400	3,970	No Data	390
50% HAMFI	3,120	2,920	155	780
80% HAMFI	8,965	2,435	580	1,290
100% HAMFI	No Data	465	954	475
Total	12,485	9,790	1,689	2,935

Table 43 - Housing Affordability

Data Source: 2007-2011 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	911	1,101	1,421	1,921	2,140
High HOME Rent	924	1,008	1,212	1,391	1,533
Low HOME Rent	738	791	948	1,096	1,222

Table 44 - Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

No; the greatest need remains for extremely low income households, but due to high rent levels, even low income households have a difficult time finding housing in Huntington Park.

Table 43, Housing Affordability, identifies the number of owner and renter housing units in Huntington Park affordable to households in each income range, based on an affordability standard of spending no greater than 30% of income on total housing costs. Incorporating information into the Table on the number of owner and renter households by income category (based on the 2007-2011 CHAS from Table 10) provides insight on the shortage of housing units affordable to low and moderate income households. For example, the Table identifies just 3,520 rental units in Huntington Park affordable to low income (<50% AMI) households, compared to the presence of 6,890 lower income renter households, indicating a need for low income rental housing nearly double the current supply. In terms of owner housing, the 2007-2011 CHAS identifies just 1,689 affordable homeowner units to meet the needs of 2,935 owner households earning less than 100% AMI. Such disparities in household incomes and housing costs results in a large segment of Huntington Park's population spending greater than 30% of income on housing costs.

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

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

The "Great Recession" and housing crisis at the end of the last decade resulted in many previous homeowners becoming renters. This increased demand for rental housing has placed upward pressure on rents, negatively impacting housing affordability.

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

A rental survey conducted in October 2014 documented the following average apartment rents in Huntington Park: \$740 for studio units, \$975 for one-bedroom units, \$1,150 for two-bedroom

units, and \$1,450 for three-bedroom units. As presented in Table 44, HUD Fair Market Rents (FMRs) are above rent levels in Huntington Park, at \$911 for a studio, \$1,101 for a one-bedroom, \$1,421 for a two bedroom, and \$1,921 for a three bedroom apartment. Market rents below FMR payment standards facilitates the participation of private landlords in the Housing Authority's Section 8 rental subsidy program, as evidenced by over 450 active Section 8 leases in Huntington Park (source: Housing Authority County of Los Angeles, Sept 2014).

Discussion

Rental Housing Market

With nearly three-quarters of the City's housing comprised of rentals, Huntington Park has a very active rental market. Table 45 presents the results of an October 2014 survey of apartments advertised as available for rent in Huntington Park.

Table 45 - Huntington Park Apartment Rents 2014

# Bedrooms	Rental Range	Average Rent
Studio	\$680 - \$795	\$740
One Bedroom	\$750 - \$1,150	\$975
Two Bedroom	\$925 - \$1,495	\$1,150
Three Bedroom	\$1,350 - \$1,650	\$1,450

Sources: Craigslist.com; Westside Rentals.com; Brabant Realty and Management.

Table 46 presents the maximum affordable rents for low, moderate and middle income households by household size, and compares with median apartment rents on vacant units in Huntington Park. As the table below indicates, citywide median rents are above the level of affordability for low income households. The monthly affordability gap for low income households ranges from \$22 for two-person households (one-bedroom units), up to \$515 for four-person households (three bedroom apartments). Moderate and middle income households are however still able to afford average apartment rents in Huntington Park.

Table 46 - 2014 Maximum Affordable Rents¹ Los Angeles County

Income Level ²	1 Bedroom (2 person)	2 Bedroom (3 person)	3 Bedroom (4 person)
Low Income	\$753	\$847	\$935
Moderate Income	\$1,264	\$1,423	\$1,574
Middle Income	\$1,453	\$1,636	\$1,810
Huntington Park Average Rents	\$975	\$1,150	\$1,450

Source: Karen Warner Associates.

¹ Maximum rent reflects deduction of utility allowance per LACDC utility schedule.

² Income levels reflect the 2014 Official State Income Limits published by State HCD.

Home Ownership Market

Table 47 documents all existing single-family home and condominium sales in Huntington Park during calendar year 2013. As indicated by this Table, the median single-family home price in

Huntington Park over the past year was \$270,000, a 17% increase over the prior year. A total of 128 existing homes sold in the City during 2013, a relatively limited number given the City's housing stock of over 4,000 ownership units. In terms of condominium sales, 35 condos were sold in Huntington Park in 2013. At a median sales price of \$154,000, Huntington Park condominiums were more affordable than in other southeast Los Angeles County jurisdictions. However, condominium prices appreciated 28% over the past year in the City.

Table 47 - Huntington Park Single-Family Home and Condominium Sales: 2013

Community	Zip Code	# Homes Sold	Median Home Price	% Change from 2012	Home Price per sf	# Condos Sold	Median Condo Price	% Change from 2012
Huntington Park	90255	128	\$270,000	+17.4%	\$213	35	\$154,000	+28.3%

Source: www.dqnews.com, LA Times Sunday Edition charts – Data for Year 2013.

For purposes of evaluating home purchase affordability, Table 48 presents the maximum affordable purchase price for middle income households (110% AMI), and compares this with market sales prices for single-family homes and condominiums in Huntington Park as documented in Table 47. As illustrated below, the maximum affordable purchase price ranges from \$267,000 for a three-person household to \$300,900 for a four person household. With a median single-family sales price of \$270,000, many single-family homes in Huntington Park remain affordable to households earning middle incomes, and at a median price of \$154,000, condominiums are well within the level of affordability.

Table 48 - 2013 Los Angeles County Maximum Affordable Housing Cost

Middle Income (110% AMI) Affordable Housing Cost	2 Bedroom (3 persons)	3 Bedroom (4 persons)
Household Income @ 110% Median	\$64,130	\$71,280
Income Towards Housing @ 35% Income	\$22,446	\$24,948
Maximum Monthly Housing Cost	\$1,870	\$2,079
HOA Fees	\$270	\$270
Utilities	\$91	\$112
Property Taxes (1.1% affordable hsg price)	\$245	\$276
Insurance (Property and Mortgage)	\$115	\$130
Monthly Income Available for Mortgage	\$1,149	\$1,291
Supportable 30 yr. Mortgage @ 4.0% interest	\$241,000	\$270,800
Homebuyer Downpayment (10%)	\$26,700	\$30,100
Maximum Affordable Purchase Price	\$267,000	\$300,900
Huntington Park Median Single-Family Sales Price	\$270,000	
Huntington Park Median Condominium Sales Price	\$154,000	

Source: Karen Warner Associates.

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

Introduction

Definitions

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

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	2,058	50%	5,518	53%
With two selected Conditions	532	13%	2,684	26%
With three selected Conditions	0	0%	89	1%
With four selected Conditions	0	0%	15	0%
No selected Conditions	1,512	37%	2,046	20%
Total	4,102	100%	10,352	100%

Table 49 - Condition of Units

Data Source: 2007-2011 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	51	1%	211	2%
1980-1999	837	20%	1,527	15%
1950-1979	1,012	25%	4,089	40%
Before 1950	2,202	54%	4,525	44%
Total	4,102	100%	10,352	101%

Table 50 - Year Unit Built

Data Source: 2007-2011 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	3,214	78%	8,614	83%
Housing Units build before 1980 with children present	259	6%	620	6%

Table 51 – Risk of Lead-Based Paint

Data Source: 2007-2011 ACS (Total Units) 2007-2011 CHAS (Units with Children present)

Vacant Units

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

Table 52 - Vacant Units

Need for Owner and Rental Rehabilitation

The age of a community's housing stock can provide an indicator of overall housing conditions. Typically housing over 30 years in age is likely to need rehabilitation work to major elements of the structure, such as roofing, siding, plumbing and electrical systems. As a mature community, the majority of Huntington Park's housing stock consists of units older than 30 years of age, as depicted in Table 50. Among owner-occupied housing, 79% of units were constructed prior to 1980, reflective of the community's numerous older single-family neighborhoods. Similarly, a substantial proportion of Huntington Park's rental housing is greater than 30 years in age (84%); this housing is typically of lesser quality and suffers more wear-and-tear from tenants than owner-occupied housing.

The Condition of Units in Table 49 presents the number of housing units in Huntington Park with one or more housing problems, including: 1) lacks complete plumbing facilities, 2) lacks complete kitchen facilities, 3) more than one person per room, and 4) cost burden greater than 30%. As presented, 63% of owner units have one or more of these problems (or "conditions"), and 80% of rental units have one or more problems. The vast majority of these problems are associated with household overcrowding and housing cost burden, rather than the physical condition of the unit, as confirmed by Table 9 Housing Problems (among households earning up to 100% AMI) which identifies just 155 units in Huntington Park as lacking complete plumbing or kitchen facilities, in comparison to approximately 5,200 overcrowded households and nearly 2,400 households experiencing overpayment.

As indicated in Table 52, given the low vacancy rates and strength of the housing market, City Code Enforcement staff are unaware of any homes sitting vacant or bank-owned in need of rehabilitation or replacement.

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

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

paint and that older structures have the highest percentage of lead-based paint. As shown in Table 51, 78% of Huntington Park's owner-occupied units were built prior to 1980, and of these 3,214 units, just 6% or 259 units have occupants that include children. Similarly, among Huntington Park's rental housing, 83% was built prior to 1980 (8,614 units), with children present in just 6% or 620 of these units.

Pre-1980 housing units with children present pose the greatest threat of lead poisoning. With an estimated 879 such households in Huntington Park, lead exposure among children is not a sizable issue. Another risk factor is household income, with lower income households having a greater risk of exposure. The 2007-2011 CHAS identifies 82% of Huntington Park's households as earning less than 80% HAMFI (refer to Table 8), translating to an estimated 9,700 low and moderate households residing in the City's approximately 11,800 pre-1980 housing units.

Discussion

The biggest contributors to substandard housing in Huntington Park are the aging housing stock, household overcrowding, and absentee landlords. According to code enforcement staff, the primary issues with substandard housing pertain to inadequate space heating, leaking windows, and aging plumbing and electrical systems. The City has a significant number of garages converted into living quarters, often commanding rents of \$800-\$1,000 per month. Code enforcement staff issue citations and fines on an ongoing basis requiring garage conversions to be "unconverted", but continually find new conversions occurring throughout the City.

Huntington Park has significant need for continued code enforcement, property maintenance and housing rehabilitation programs to stem housing deterioration. In order to maintain adequate housing conditions, the City operates a pro-active code enforcement program combined with responding to resident complaints. Owners of properties in violation of codes are encouraged to participate in City-sponsored rehabilitation programs, though funding is inadequate to service the number of households in need.

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

The following table presents information on the Housing Assistance Voucher (formerly Section 8) rental assistance program administered by the Los Angeles County Housing Authority (HACoLA). HACoLA's Housing Assistance Voucher program currently assists approximately 23,000 families through a partnership with over 13,000 property owners throughout the County. Within Huntington Park, HACoLA administers 458 tenant-based vouchers for low income households (November 2014). There is no public housing within Huntington Park. The inventory of 557 units of assisted rental housing in Huntington Park, and units at risk of conversion to market rate, is discussed in the earlier section MA-10.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
				Veterans Affairs Supportive Housing	Family Unification Program	Disabled *			
# of units vouchers available	0	0	0	458	0	458	0	0	0
# of accessible units									

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

Table 53 – Total Number of Units by Program Type (Huntington Park only)

Data Source: Housing Authority of County of Los Angeles, November 2014.

Describe the supply of public housing developments:

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Introduction

The emergency shelter, transitional, and permanent supportive housing facilities located in Service Planning Area 7 (SPA 7), which includes the city of Huntington Park, are presented in Table 54 which follows. Transitional housing is intended to facilitate the transition of homeless individuals and families to permanent housing. This type of housing limits the length of stay and re-circulates the assisted unit to another eligible individual or family. Supportive housing is defined as permanent rental housing linked to a range of support services designed to enable residents to maintain stable housing. The 2013 shelter counts for SPA 7 include the following:

Emergency Shelters: 151 beds, 111 units

Transitional Housing: 679 beds, 517 units

Permanent Supportive Housing: 924 beds, 361 units

Winter Shelter Program: 64 beds, 64 units

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

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	<p>Su Casa Crisis Shelter (Lakewood) – 20</p> <p>Women’s & Children’s Crisis Center (Whittier) – 32</p>		<p>So. CA Alcohol and Drug Program, Inc. Angel Step II (Bellflower) – 30</p> <p>Su Casa Ending Domestic Violence Transitional Housing (Lakewood) – 24</p> <p>The Salvation Army SC Division La Santa Fe Springs TLC (Whittier) – 116</p> <p>The Whole Child TWC Family Housing Program (Whittier) – 39</p> <p>Whittier Area First Day Coalition Recovery from Homelessness Program II (Whittier) - 11</p>	<p>A Community of Friends Las Flores Apartments (Los Angeles) – 60</p> <p>Chicana Service Action Center HACLA (Los Angeles) – 19</p> <p>So. CA Alcohol and Drug Program, Inc. Shelter Plus Care Project (Downey) – 695</p> <p>The Serra Project CHOISS Program (Downey) - 53</p>	

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Only Adults	JWCH Institute, Inc. (Recuperative Care) – 30 The Salvation Army Emergency Shelter (Bell) - 52	The Salvation Army Winter Shelter Program (Bell) - 64	Homes for Life Foundation Cedar Street Homes (Norwalk) – 38 Little House Residential Services (Bellflower) – 28 The Salvation Army Bell Shelter / General TH / PSN / Bell Shelter II / Wellness Center (Bell) – 239 Whittier Area First Day Coalition Recovery from Homelessness Program I (Whittier) - 45	Abode Communities Terra Bella (Bell Gardens) – 23 Homes of Life Foundation Birch Grove Homes (Norwalk) - 40	
Chronically Homeless Households					
Veterans	The Salvation Army Emergency Shelter (Bell) - 17				

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Unaccompanied Youth			<p>County of LA Department of Children and Family Services THP for Homeless Young People (Norwalk) – 30</p> <p>County of LA Department of Children and Family Services THP for Homeless Young People 2 (Los Angeles) – 38</p> <p>United Friends of the Children Pathways to Independence (Whittier) - 41</p>	LINC Cares Mosaic Gardens at Huntington Park (Huntington Park) - 24	

Table 54 - Facilities and Housing Targeted to Homeless Households

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

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

Emergency Shelter: While no permanent shelter exists within Huntington Park, approximately 151 emergency shelter beds are located in adjacent communities, plus an additional 64 seasonal beds. A few shelters are described below:

- The Salvation Army Bell Emergency Shelter – The Bell Shelter is the largest homeless shelter west of the Mississippi and operates a comprehensive program that offers transitional care for up to 350 homeless men and women. The goal of Bell Shelter is to meet the needs of the homeless population by addressing the myriad of reasons why people become homeless and assisting them in developing a higher quality of life through substance abuse rehabilitation, case management, counseling, on-site health care & medical referrals, HIV/AIDS education, ESL classes, computer training, vocational assistance, job referrals and life skills classes.
- Su Casa Crisis Shelter –Offers food, shelter and support services to individuals and families who are victims of domestic violence and child abuse. The 30-day emergency shelter provides emergency housing to 22 clients. The program provides individual and group counseling, transportation, emergency food, and clothing assistance in addition to case management, legal advocacy, CalWORKs assistance, temporary restraining order (TRO) preparation and submission, court accompaniment, parenting education, transitional services, and an on-site school.
- Women’s & Children’s Crisis Center (WCCC) – WCCC offers a confidential 45-day stay emergency shelter that is a safe and secure place of refuge and recovery for victims of domestic violence and their children. The entire continuum of on-site provisions consists of food, clothing, hygiene items, support groups, parenting classes, one-on-one counseling, case management, legal, financial and medical advocacy, transportation, and children’s programming including an on-site school for shelter children.
- JWCH Institute, Inc. Recuperative Care Program - The Recuperative Care program was established to address the healthcare needs of homeless individuals upon hospital discharge. The program contains 30 beds at the Bell Shelter. Recuperative Care offers all patients occupying the beds 24-hour nursing care; assistance with medications, dressing changes, and other aftercare tasks; assistance establishing eligibility for public benefits; and helps to secure long-term housing. In addition to the nursing care at the Bell Shelter site, the program offers many other services to help break the cycle of homelessness, including housing placement, substance abuse treatment, health education, and counseling services.

Transitional Housing: The LAHSA Continuum of Care Inventory Count identifies a total of 679 transitional housing beds in communities adjacent to Huntington Park. Of this total, 220 are available to families with children, 350 are designed for adults only, and 109 are available to unaccompanied youth. The following describes the various transitional housing facilities and their services:

- Southern California Alcohol and Drug Program, Inc. Angel Step: A six month program designed to address co-occurring issues of substance and domestic violence. It provides comprehensive domestic violence counseling, substance use disorder treatment, life and job skills. Angel Step II also provides treatment, parenting, counseling for mothers and children, and psychiatric assessments and follow up for the adults.
- Su Casa-Ending Domestic Violence Transitional Housing - This one-year residential program provides housing for up to 24 individuals. Residents at this site are offered individual and group counseling and case management, including assistance with household establishment, job skills training, CalWORKs advocacy, and transportation.
- The Salvation Army SC Division La Santa Fe Springs Transitional Living Center (TLC)- TLC is a 124-bed facility that provides comprehensive services for families in transition, most of whom are single parents or victims of domestic violence and substance abuse. The program includes a childcare center licensed to serve 57 children, many of whom have special needs, including developmental delays due to the disintegration of the family unit, homelessness and abuse
- The Whole Child (TWC) Family Housing Program - The Program strives to keep families together and address homelessness through a Community Based, Scattered Site Model. Housing permanency is achieved through three essential functions: program services coordination; housing resource development; and case management services.
- Whittier Area First Day Coalition Recovery from Homelessness Program (RFHP) I and II - The RFHP provides a short-term emergency transitional housing with onsite supportive services for up to 45 individuals. Services include: on-site health clinic, health screenings, mental health services, on-site meals, case management, clothing, transportation, 12 step meetings, education, training and employment assistance.
- Homes for Life Foundation Cedar Street Homes - Cedar Street is a transitional, 'step down', state licensed, 38-bed residential facility for persons exiting from Los Angeles County Institutes of Mental Disease (IMDs). Residents are provided a full range of social and life skills training and services during their stay to assist them in preparing for less structured living environments.
- Little House Residential Services - Little House provides many phases of treatment and residential services, offering educational groups and therapy provided by certified Drug and Alcohol Counselors. Through partnership with the Department of Rehabilitation and other agencies, they also offer residents training in relapse prevention, anger management, co-dependency, domestic violence, family addiction, and occupational preparedness. Case managers support residents holistically, recommending bereavement, advocating for family reunification, and referring to free medical services

as needed. Little House also provides assistance to help residents find a safe, sober environment to live in once they have completed the program.

- County of LA Department of Children and Family Services THP for Homeless Young People - THP is a 12-18 month program. The program provides housing (including payment of rent and utilities), life-skills training, employment assistance, educational assistance, food vouchers, transportation resources, and case management supportive services.
- United Friends of the Children Pathways to Independence - Pathways provides former foster youth with 18 months of housing in their own apartments. The program requires increasing levels of responsibility and challenges youth to maintain employment and develop money management skills. Weekly life skills classes bring youth together for interactive sessions. Other services offered include advocacy counseling, mental health counseling, career services, and educational guidance.

Permanent Supportive Housing: According to the LAHSA Continuum of Care Inventory Count, 924 permanent supporting housing beds are available in and around Huntington Park; 827 for families with children, 63 for homeless adults, and 34 for unaccompanied youth. In addition to providing housing, homeless clients are able to utilize supportive services in order to increase their income, self-determination, and eventually move on to independence. Clients utilize services such as: case management, counseling, and life skills classes in order to achieve short and long term goals.

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

Introduction

Special needs populations include the elderly, frail elderly, persons with disabilities, persons with HIV/AIDS, victims of domestic violence and persons suffering from substance abuse. These groups have special needs for services and housing. In addition, many often have lower incomes as a result of their condition.

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

Senior Citizens: For those seniors who live on their own, many have limited incomes and as a result of their age may not be able to maintain their homes or perform minor repairs. Furthermore, the installation of grab bars and other assistance devices in the home may be needed. The City offers a HOME-funded Residential Rehabilitation Loan program which offers financial assistance to single-family homeowners (1 to 4 units), though given funding limitations, is only able to assist approximately three low and moderate income households annually. The City also previously offered a CDBG-funded a Minor Home Repair program which provided exterior repair services to lower income elderly and disabled households, and intends to re-initiate this program during the Consolidated Plan period.

The City Park and Recreation Department offers a Senior Program at the Huntington Park Community Center three days per week. A variety of free recreational and educational activities are offered, in addition to periodic fieldtrips and dances. The Huntington Park Family Center provides a no-to-low cost senior lunch program at their facility, in addition to delivering to home bound seniors. A senior and handicapped dial-a-ride and taxi voucher program are also provided through the Family Center, as well as "COMBI", the City's fixed route bus system.

Persons with Disabilities: Persons with disabilities are defined as individuals with a long lasting condition that impairs their mobility, ability to work, or ability to care for themselves. Persons with disabilities also include those with physical, mental, or emotional disabilities. Approximately half of Huntington Park's working age disabled are employed, assisted by local job training and placement services for the disabled. Seniors comprise approximately 40% of Huntington Park's disabled population, many of whom are served by the City's 360 units of affordable senior rental housing.

For those persons who may require additional care and supervision, licensed community care facilities offer special residential environments for persons with disabilities including physical, mental, and emotional disabilities. Huntington Park has three licensed adult residential facilities, providing capacity for 40 persons with disabilities requiring 24 hour care.

Several regional service providers' assistance in addressing the needs of persons with disabilities. The Mental Health Association in Los Angeles advocates for persons with mental disabilities, and offers volunteer services, community education, job counseling, and job training. Southern California Rehabilitation Services provides services for independent living, with programs to allow elderly and frail elderly, as well as youth with disabilities to live independently at home or in a residence at the facility. The South Central Los Angeles Regional Center provides assessment and resources for persons with developmental disabilities.

Persons with HIV/AIDS: Persons with HIV/AIDS are considered a special needs group due to their need for affordable housing, health care, counseling, and other supportive services. Short-term housing needs for persons with HIV/AIDS may include hospice facilities, shelters, or transitional housing. Long-term needs include affordable housing in close proximity to public transportation and health care facilities.

Several agencies provide emergency shelter and transitional housing for persons with HIV/AIDS near Huntington Park in Downtown and South Los Angeles, including: Salvation Army, Homestead Hospice and Shelter, Southern California Alcohol and Drug Programs, Serra Project, Health Promotion Institute, Abernathy Community Outreach, JWCH Institute and Covenant House. Section 8 vouchers can also be used to assist lower income persons with HIV/AIDS find affordable housing. AIDS Project LA's Community Housing Information & Referrals Program (CHIRP) serves as an important resource for housing information and referrals to persons in the LA area with HIV or AIDS.

Persons with Alcohol or Substance Abuse Problems: Persons who suffer from alcohol/other drug abuse (AODA) require counseling and rehabilitation services. In some cases, recovery homes or transitional sober living facilities may be needed. The regional homeless shelter in the adjacent City of Bell provides a drug and alcohol recovery program with capacity for up to 128 adults. Southern California Alcohol and Drug Programs, Inc. operates several emergency shelters and transitional housing facilities within Service Planning Area 7, in which Huntington Park is a part.

Victims of Domestic Violence: Women and their children who are victims of domestic violence often need shelter, transitional housing and services such as counseling and child care. While precise estimates for Huntington Park are not available, nationwide approximately 31 percent of all women have been victims of violence committed by a spouse or intimate partner. According to social service agencies that assist victims of domestic violence, spousal abuse has been on the increase over the past decade. Immigrant women are particularly vulnerable to abuse and are often reluctant to report incidences or seek assistance from local authorities.

Rainbow Services offers a domestic violence support program at Gage Middle School. This program provides clients with education, information, clinical counseling and case management services. The goal is that through comprehensive services, the cycle of family violence is broken and the family can live a life free from abuse and control. The organization can also provide shelter to victims at their San Pedro facility to ensure that homelessness does not occur.

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

In LAHSA's Continuum of Care (CoC), certain transitional housing programs are specifically designed for persons with mental health disorders and provide mental health counseling and treatment as well as focused case management support. For example, JWCH's Recuperative Care Transitional Housing is specifically designed to support homeless persons being discharged from the hospital with physical health issues from which they need to recover. The project provides skilled nursing care, case management, and counseling services. The majority of the CoC's supportive housing program funded Permanent Supportive Housing (PSH) programs are targeted to persons with mental health and/or physical health disabilities and provide services focused on supporting persons and families with these types of disabilities.

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

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

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

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

Please see above.

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

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Governmental regulations through the implementation of land use plans and ordinances as well as through growth management restrictions can affect the price of housing in a community. However, such regulations are also designed to ensure the health, safety, and compatibility of uses within the City. The following presents various governmental regulations in effect in Huntington Park, as evaluated within the City's Analysis of Impediments to Fair Housing Choice, adopted in January 2015.

The Land Use Element of the Huntington Park General Plan and implementing Zoning Ordinance directly impact the amount, size, type, location and thus, cost of residential development. Densities up to 20 units per acre are permitted in the City's three residential zones, with densities up to 70 units per acre permitted in the Central Business District, both as stand-alone residential and mixed use projects. In addition, the City has an Affordable Housing Overlay district which allows densities of 70 units per acre for family housing and 225 units per acre for senior housing, and a Single Room Occupancy (SRO) overlay district, which allows up to 400 units per acre for SRO developments.

In conjunction with adoption of the Affordable Housing Overlay, the City adopted modified development standards designed to facilitate affordable housing on a Citywide basis. Projects which provide a minimum of 20 percent units affordable to either: a) very low to low income renters, or b) low to moderate income homebuyers may utilize alternative development standards including reduced unit size and parking standards, and increased height limits.

The City's Zoning Code accommodates a range of housing types and housing for special needs populations. Transitional and supportive housing are permitted in residential and commercial zoning districts subject to those restrictions that apply to other residential dwellings of the same type in the same zone. The City permits emergency shelters by right in the MPD zone and within the C-G zone with a Conditional Use Permit. Small group homes (6 or fewer residents) are permitted by right within all residential zones and within the Downtown Specific Plan, with large group homes (7 or more residents), are permitted within the same zones subject to a conditional use permit.

Huntington Park has a strong history of supporting affordable housing. The City has adopted numerous provisions in its Zoning Ordinance that facilitate a range of residential development types and encourage affordable housing, including a density bonus ordinance, planned development zone and reasonable accommodation procedures for persons with disabilities. In addition, the City and its former Redevelopment Agency have provided direct financial assistance to support affordable and mixed income housing projects. The loss of Redevelopment Housing Funds and reductions in HOME funds will, however, dampen the level of future affordable housing production in the City.

In addition to funding constraints, the primary barrier to the provision of affordable housing in Huntington Park is the lack of vacant land suitable for residential development. Separate owners of smaller parcels hold much of the underdeveloped and residentially zoned land in the City. This calls for alternative policy tools such as lot consolidation and/or demolition of existing older structures to accommodate higher density infill development.

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

Introduction

The tables and narrative that follow describe the local economic condition of Huntington Park and compares the ability of the local work force to satisfy the needs of local business. The tables give data on the primary industries in the City, the total population in the labor force, the unemployment rate, occupations by sector, travel time to work, the educational attainment of Huntington Park residents by age, and median earnings.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	341	0	2	0	-2
Arts, Entertainment, Accommodations	2,041	1,575	11	13	1
Construction	646	114	4	1	-3
Education and Health Care Services	1,854	1,853	10	15	4
Finance, Insurance, and Real Estate	744	347	4	3	-1
Information	298	162	2	1	0
Manufacturing	3,232	2,051	18	16	-2
Other Services	1,426	1,125	8	9	1
Professional, Scientific, Management Services	975	228	5	2	-4
Public Administration	0	0	0	0	0
Retail Trade	2,371	2,412	13	19	6
Transportation and Warehousing	896	111	5	1	-4
Wholesale Trade	1,542	934	9	7	-1
Total	16,366	10,912	--	--	--

Table 55 - Business Activity

Data Source: 2007-2011 ACS (Workers), 2011 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	27,688
Civilian Employed Population 16 years and over	24,697
Unemployment Rate	10.80
Unemployment Rate for Ages 16-24	27.06
Unemployment Rate for Ages 25-65	6.54

Table 56 - Labor Force

Data Source: 2007-2011 ACS

Occupations by Sector	Number of People
Management, business and financial	1,796
Farming, fisheries and forestry occupations	1,639
Service	3,373
Sales and office	6,486
Construction, extraction, maintenance and repair	2,824
Production, transportation and material moving	2,848

Table 57 - Occupations by Sector

Data Source: 2007-2011 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	11,911	50%
30-59 Minutes	8,790	37%
60 or More Minutes	3,201	13%
Total	23,902	100%

Table 58 - Travel Time

Data Source: 2007-2011 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	10,377	1,097	4,457
High school graduate (includes equivalency)	4,460	430	1,330
Some college or Associate's degree	3,662	255	726
Bachelor's degree or higher	1,560	90	168

Table 59 - Educational Attainment by Employment Status

Data Source: 2007-2011 ACS

Educational Attainment by Age

	Age				
	18–24 yrs.	25–34 yrs.	35–44 yrs.	45–65 yrs.	65+ yrs.
Less than 9th grade	338	1,479	2,342	4,745	2,344
9th to 12th grade, no diploma	1,766	2,182	2,867	2,316	491
High school graduate, GED, or alternative	2,636	2,742	1,726	1,752	506
Some college, no degree	2,174	1,757	942	863	193
Associate's degree	177	400	362	319	122
Bachelor's degree	207	695	267	461	109
Graduate or professional degree	25	201	113	81	46

Table 60 - Educational Attainment by Age

Data Source: 2007-2011 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	18,051
High school graduate (includes equivalency)	24,526
Some college or Associate's degree	26,358
Bachelor's degree	38,099
Graduate or professional degree	55,160

Table 61 - Median Earnings in the Past 12 Months

Data Source: 2007-2011 ACS

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

Table 55 shows the distribution of employed City residents and jobs by industry. In Huntington Park, the local economy includes the following primary industries:

- Retail trade (22% of jobs)
- Manufacturing (19% of jobs)
- Education and health care services (17% of jobs)
- Arts, entertainment, and accommodations (14% of jobs)
- Other services (10% of jobs)

The 2010 Census estimates that jobs in retail comprise over 22 percent of all jobs in Huntington Park, which is indicative of the City's position as a regional shopping destination. It is regarded as such because a significant amount of the taxable sales are from non-residents. Pacific

Boulevard is the City’s main commercial attraction, and is widely known throughout the surrounding Latino community as a commercial, entertainment, and social center. The City has attracted large national retailers, such as El Curacao, Food 4 Less, Home Depot, Staples, Bally’s Fitness, Ford Dealership, and Walgreen’s.

The local economy is further dominated by jobs in manufacturing (19%), education and health care services (17%), and the arts, entertainment and accommodation industry (14%). Table 62 identifies major employers in Huntington Park with more than 100 employees. Not reflected in this listing of large employers are the numerous small retailers which comprise nearly one-third of the City’s business establishments.

Table 62 – Major Employers in Huntington Park

Rank	Name	Type	Employees
1	Huntington Park High and Adult School	Education	400
2	Community Hospital of Huntington Park	Medical	350
3	Food 4 Less	Supermarket	321
4	Home Depot	Home Center	300
5	A-Joffe Furniture Mfr	Furniture Manufacturing	249
6	Saroyan Lumbar Co, Inc.	Building Material Dealer	200
7	Gage Middle School	Education	150
8	Chester W. Nimitz Middle School	Education	150
9	El Super Store	Supermarket	125
10	Pacific Boulevard School	Education	120
11	El Curacao	Department Store	120
12	Middleton St. Elementary School	Education	110
13	Citizens of Humanity	Clothing Accessories	100
14	Miles Ave. Elementary School	Education	100
15	Ross Dress for Less	Department Store	100
16	Steel Workers Oldtimers Foundation	Individual/Family Services	100

Data Source: City of Huntington Park, 2014

Describe the workforce and infrastructure needs of the business community:

With over half of Huntington Park’s employment base in the retail, manufacturing, and arts/entertainment/accommodations industries, a large segment of the City’s economy does not necessarily require an educated workforce. However, the education level of employees is still a major concern for local employers. As measured by the 2010 Census, civilian unemployment in Huntington Park was 10.8 percent, unusually high for a Latino community. As of September 2014, homefacts.com reports unemployment was at 11.8 percent. In Huntington Park, educational attainment is low, with 53 percent of adults never having completed high school, and another 24 percent with a high school only education.

This low level of education correlates to a majority of residents employed in low to modest paying jobs. As shown in Table 57, sales and office jobs account for the largest occupational category at 34 percent, which are generally dominated by lower paying jobs. A combined 29% of employed residents hold jobs in construction, extraction, maintenance and repair, production, transportation and material moving occupations, which encompasses both low-level jobs as well as higher level manufacturing jobs. Service oriented jobs follow at also comprised of lower paying jobs. Increasing the educational level of the local workforce is a major tenet of the City's Economic Development Strategy.

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

The City has utilized Proposition A and C funds to significantly enhance its internal public transportation program, expanding from a senior and handicapped dial-a-ride and taxi voucher program to include two fixed route bus systems known as "COMBI," as well as a Pacific Boulevard shuttle. The transit program is operated by the Oldtimers Foundation out of the Huntington Park Family Center. The City has experienced a significant increase in ridership as a result of these enhancements.

The future Orangeline magnetic levitation (maglev) transportation system proposes using the former Pacific Electric right-of-way which runs through the Gateway Cities region, including Huntington Park, as part of its route to link Orange County with north Los Angeles County. Discussions are for an Orangeline transit stop in Huntington Park, possibly at Florence Avenue. The ECO-RAPID/OLDA (formerly the Orangeline Development Authority), consisting of the Gateway Council of Governments, Caltrans, the Metropolitan Transportation Authority (Metro), the Southern California Association of Governments (SCAG), and other municipalities, have a programmed allocation of \$240 million (funds available in 2015) from the Los Angeles County voter approved Measure R program. The ECO-RAPID/OLDA is currently in the process of assessing viable transportation enhancements to improve passenger mobility and accessibility on the existing rail corridor that extends from Cerritos to Santa Clarita. They are also looking at ways to better link the investment in transit to local economic and development strategies, including Transit Oriented Development. The Measure R portion of the project from Cerritos to Downtown Los Angeles is scheduled to be built by 2027.

The City recognizes the importance of providing a transportation system that supports the economic vitality of the City. In fact, the City has made the following goals in their Circulation Element.

Goal 1: 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.

Goal 2: Support development of a network of regional roadway facilities which ensure the safe and efficient movement of people and goods from within the City to areas outside its boundaries, and which accommodate regional travel demands.

Goal 3: Maximize the efficiency of the circulation system through the use of transportation system management and demand management strategies.

Goal 4: To support the use of the public transportation system to provide mobility to all City residents and encourage use of public transportation as an alternate to automobile travel.

Goal 5: To protect and encourage non-motorized transportation such as bicycle and pedestrian travel.

Goal 6: Provide an adequate supply of convenient parking for all developments in the City, in a manner which is consistent with all goals of managing transportation demand and providing efficient arterial traffic flows.

Goal 7: Develop a truck circulation pattern through the City to provide efficient transportation of commodities while maintaining safety and harmony in residential neighborhoods.

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

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

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

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

- SBA Loan Underwriting
- Micro-Loan Program
- Commercial Rehabilitation Program
- Industrial Development Bonds
- California Enterprise Zone Tax Credit program

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

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

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

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

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

- Access: The City is dedicated to working with businesses to create a streamlined process. Economic Development staff acts as a liaison to other City departments and agencies in order to ensure that businesses have all the resources it needs to thrive.

- Business Attraction and Retention: The City’s economic development staff works closely with other city, regional, and state agencies to ensure the business community has the resources and knowledge necessary to prosper.
- Information Resources: Economic development staff provides demographic and marketing information to businesses wishing to locate in Huntington Park.
- Site Selection: Opportunities sites are maintained by economic development staff.

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

No.

MA-50 Needs and Market Analysis Discussion

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

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

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

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

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

Not applicable.

Are there any community assets in these areas/neighborhoods?

Not applicable.

Are there other strategic opportunities in any of these areas?

Not applicable.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

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

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

The Strategic Plan also addresses the following areas:

- Financial resources
- Anti-poverty strategy
- Lead-based paint hazard reduction
- Reduction of barriers to affordable housing
- Institutional Structure/Coordination among agencies

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

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

General Allocation Priorities

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

The City utilizes CDBG and HOME funds for projects and programs operated citywide. However, the majority of CDBG-funded infrastructure and facility projects are targeted to the most-needy neighborhoods: those census tracts where 51% or more of the residents are low- or moderate-income. Of Huntington Park's twenty census tracts, seventeen are majority (>50%) low/mod income, and are thus designated "low/mod" tracts by HUD. Census tract 5326.03, block group 1, census tract 5335.03, block group 2, and census tract 5345.01, block group 1 are <50% low/mod and thus do not qualify as a low/mod tract per HUD guidelines. Subtracting the population in these three non-qualifying block groups (2,925) from the City's total population of 61,235 residents results in a balance of 58,310 low/mod residents.

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

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

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

Priority Needs

Priority Need Name	Priority Level	Population	Goals Addressing
Priority Housing Needs	High	Extremely Low Low Moderate Middle Large Families Families with Children Elderly & Frail Elderly	Sustain and Strengthen Neighborhoods <ul style="list-style-type: none"> ✓ Code Enforcement Preserve Existing and Create New Affordable Housing <ul style="list-style-type: none"> ✓ Section 8 Rental Assistance ✓ Tenant-Based Rental Assistance ✓ Acquisition / Rehabilitation ✓ New Construction ✓ Residential Rehabilitation ✓ Minor Home Repair
Priority Homeless Needs	High	Homeless Unaccompanied Youth	Support Social Service Agencies that Assist Homeless Populations <ul style="list-style-type: none"> ✓ Southeast Churches Service Center ✓ Salvation Army Southeast Communities
Priority Special Needs Populations	High	Elderly & Frail Elderly	Support Social Service Agencies that Assist Special Needs Populations <ul style="list-style-type: none"> ✓ HP Senior Program
Priority Community Facilities	High	Non-housing Community Development	Preserve Existing Public Facilities <ul style="list-style-type: none"> ✓ Salt Lake Park Splash Pad Project ✓ Soccer Field Lighting Project ✓ Other Facility Improvement Projects
Priority Infrastructure Needs	High	Non-housing Community Development	Provide for Needed Infrastructure Improvements <ul style="list-style-type: none"> ✓ Other Infrastructure Improvements
Priority Community Services	High	Extremely Low Low Moderate Families with Children Elderly & Frail Elderly	Provide Needed Community Services to Low/Mod Persons <ul style="list-style-type: none"> ✓ Parks & Recreation After School Program

		Persons with Disabilities	<ul style="list-style-type: none"> ✓ HP Library Homework Center ✓ Juveniles at Risk Program ✓ Hire HP Youth, Workforce, and Civic Engagement Program <p>Sustain and Strengthen Neighborhoods</p> <ul style="list-style-type: none"> ✓ Community Beautification (Graffiti Removal) ✓ Fair Housing Services
Economic Opportunity		Other: Businesses	<p>Provide Economic Opportunity</p> <ul style="list-style-type: none"> ✓ Commercial Rehabilitation Program ✓ Business Assistance & Economic Development Program
Other Community Development Needs	High	Other	<p>Planning for Housing and Community Development</p> <ul style="list-style-type: none"> ✓ CDBG Administration ✓ HOME Administration

Table 63 – Priority Needs Summary

Narrative

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

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

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

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

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	TBRA is the fastest way to provide affordable housing to those in need as it partners existing rental housing owners with voucher holders. With nearly 6,000 low and moderate renter households cost burdened, and approximately 300 applicants on HACoLA's Section 8 waiting list, the need for additional rental assistance is substantial. Market rents in Huntington Park are generally below FMR payment standards, which facilitates the participation of private landlords in the Section 8 rental subsidy program, as evidenced by over 450 active Section 8 leases in Huntington Park.
TBRA for Non-Homeless Special Needs	Similar characteristics that influence the use of TBRA above are applicable to the use of TBRA to serve persons with special needs who are not homeless. However, special needs populations, on average, likely have an even greater need for TBRA than the general low and moderate income population in Huntington Park.
New Unit Production	As documented in the Needs Assessment, 64% of low and moderate income renter households in Huntington Park are cost burdened, and 48% of renters are overcrowded. These households would theoretically qualify for new affordable housing if sufficient resources existed to build them. The cost of land, labor and materials affects the total development costs and the number of units the City can support in any given year. While funds are limited, the City will use regulatory tools - such as flexible development standards, density bonus and other incentives - to support in the expansion of needed affordable housing.

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

Table 64 – Influence of Market Conditions

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

Introduction

The City faces an enormous challenge in marshaling the resources necessary to implement its Plan. Table 65 summarizes the major sources of funding available to carry out housing and community development activities during this Consolidated Plan period. As a federal entitlement jurisdiction, Huntington Park receives HOME and CDBG funds directly from HUD. The City's annual HOME entitlement is \$432,150 and annual CDBG funds total \$1,273,451. While HOME funds are directed entirely towards affordable housing activities, CDBG funds are typically directed towards community development activities.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Section 8	HUD	Rental Subsidy						
CDBG	Public-Federal	Acquisition, Planning, Economic Development, Housing, Public Improvements, Public Services	\$1,273,451	\$0	\$236,412	\$1,509,863	\$5,093,804	Entitlement funds allocation plus estimated program income plus prior-year resources.
HOME	Public-Federal	Acquisition, Homebuyer assistance, Homeowner rehab, Multifamily rental new construction, Multifamily rental rehab, New construction for ownership, TBRA	\$432,150	\$0	\$410,623	\$842,773	\$1,728,600	Entitlement allocation plus estimated program income and prior-year resources.

Table 65 - Anticipated Resources

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

Federal funds play a crucial role in implementing the Consolidated Plan. Local private and non-federal funds are usually insufficient to meet the heavy demand for housing and services in our community. Agencies receiving CDBG and HOME funds use those funds as a commitment to receiving other funding sources. Likewise, the City also leverages other resources among the

formula grant programs. For example, the HOME program is matched by a variety of sources, including: private investment, public investment, and tax credits.

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

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

N/A

SP-40 Institutional Delivery Structure – 91.215(k)

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

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Huntington Park Community Development Department	Government	Affordable Housing, Economic Development, Neighborhood Improvements, Planning	Jurisdiction
Huntington Park Parks and Recreation Department	Government	Public Facilities, Public Services	Jurisdiction
Huntington Park Public Works Department	Government	Infrastructure	Jurisdiction
Huntington Park Police Department	Government	Public Services Code Enforcement	Jurisdiction
Los Angeles County Housing Authority (HACoLA)	PHA	Section 8 Rental Subsidy	Countywide
Fair Housing Foundation	Non-profit Organization	Public Services	Countywide
Los Angeles Homeless Services Authority (LAHSA)	Regional Organization	Homelessness	Countywide
Homeless and Special Needs Services Providers	Non-Profit Agencies	Public Services	Varies

Table 66 - Institutional Delivery Structure

As the recipient of CDBG and HOME funds, the City has delegated the Community Development Department to be the lead department 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 **Community Development Department** maintains staff linkages with other City departments, including: the **Police Department**, which oversees the code enforcement, neighborhood improvement and juveniles at-risk programs; the **Public Works Department** which oversees the graffiti removal program and public infrastructure improvements in low and moderate income neighborhoods; and the **Parks and Recreation Department** which oversees park facilities and recreational programs.

Housing Activities

Staff implements the Consolidated Plan housing activities through the following agencies: City Departments, private industry (e.g., housing developers and banks), regionally-based organizations including Los Angeles County Housing Authority, Fair Housing Foundation and Los Angeles Homeless Services Authority.

Public Agencies

The Los Angeles County Housing Authority (HACoLA) is essential in providing rental assistance to low income Huntington Park residents to remain housed. HACoLA administers the Housing Choice Rental Assistance Voucher Programs for most of Los Angeles County, including 458 vouchers within Huntington Park.

The City also contracts with the Fair Housing Foundation to provide fair housing services to the community, which includes discrimination investigations/resolutions and mediating landlords/tenant issues as well as providing foreclosure counseling. The City must affirm that they will further fair housing. Fair Housing is an important component of all housing activities.

Nonprofit Housing Organizations

There are two nonprofit entities which the City has supported to provide needed affordable housing in Huntington Park: Old Timer's Housing Development Corporation-IV and LINC Community Development Corporation. The City is also currently collaborating with A Community of Friends to provide a 20 unit mixed use housing project for formerly homeless veterans. Other nonprofits providing special housing services for the community are:

- Salvation Army
- Southeast Churches Service Center
- Bell Regional Homeless Shelter

Public Services

The City supports non-profit organizations that provide public services and programs to Huntington Park residents. Most of these non-profit organizations are multi-jurisdictional and receive regional support and financial assistance.

Infrastructure and Facilities

Another part of the delivery system is the City's Public Works Department and contractors who improve the infrastructure of the community, including street and public facility improvements.

Assess of Strengths and Gaps in the Institutional Delivery System

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

expand its existing relationships with local jurisdictions through cooperative agreements, and with the County and State by applying for funds available for producing affordable housing.

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

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

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

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

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

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

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

Table 67 - Homeless Prevention Services Summary

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

There are many institutions in the service delivery system that provide services to the homeless, particularly the chronically homeless, veterans and their families, and unaccompanied youth. The following list summarizes the services available to this community.

- **The Salvation Army Bell Emergency Shelter** – The Bell Shelter operates a comprehensive program that offers not only emergency and transitional housing, but also offers substance abuse rehabilitation, case management, counseling, on-site health care and medical referrals, HIV/AIDS education, ESL classes, computer training, vocational assistance, job referrals and life skills classes.
- **Su Casa Crisis Shelter** –Su Casa Emergency Shelter Program provides food, shelter and support services to individuals and families who are victims of domestic violence and

child abuse. The program provides individual and group counseling, transportation, emergency food, and clothing assistance in addition to case management, legal advocacy, CalWORKs assistance, temporary restraining order (TRO) preparation and submission, court accompaniment, parenting education, transitional services, and an on-site school.

- **Women’s & Children’s Crisis Center (WCCC)** – WCCC offers on-site provisions consisting of food, clothing, hygiene items, support groups, parenting classes, one-on-one counseling, case management, legal, financial and medical advocacy, transportation, and children’s programming including an on-site school for shelter children.
- **JWCH Institute, Inc. Recuperative Care Program** - The Recuperative Care program was established to address the healthcare needs of homeless individuals upon hospital discharge. Recuperative Care offers all patients nursing care; assistance with medications, dressing changes, and other aftercare tasks; assistance establishing eligibility for public benefits; and helps to secure long-term housing. In addition to the nursing care, the program offers many other services to help break the cycle of homelessness, including housing placement, substance abuse treatment, health education, and counseling services.
- **Southern California Alcohol and Drug Program, Inc. Angel Step** - Angel Step II (Too) is a six month program designed to address co-occurring issues of substance and domestic violence. It provides comprehensive domestic violence counseling, substance use disorder treatment, life and job skills. Angel Step II also provides treatment, parenting, counseling for mothers and children, and psychiatric assessments and follow up for the adults.
- **Su Casa-Ending Domestic Violence Transitional Housing** - Residents at this site are offered individual and group counseling and case management, including assistance with household establishment, job skills training, CalWORKs advocacy, and transportation.
- **The Salvation Army SC Division La Santa Fe Springs Transitional Living Center (TLC)** – the Santa Fe Springs TLC serves the growing population of homeless families in Los Angeles. The program includes a childcare center licensed to serve 57 children, many of whom have special needs, including developmental delays due to the disintegration of the family unit, homelessness and abuse.
- **Whittier Area First Day Coalition Recovery from Homelessness Program (RFHP) I and II** - Services include: on-site health clinic, health screenings, mental health services, on-site meals, case management, clothing, transportation, 12 step meetings, education, training and employment assistance. First Day provides professional and social service offices and meeting space.
- **Homes for Life Foundation Cedar Street Homes** - HFL Cedar Street Homes is located in Norwalk, California, on the grounds of Metropolitan State Hospital. Cedar Street is a transitional, ‘step down’, state licensed, 38-bed residential facility for persons exiting from Los Angeles County Institutes of Mental Disease (IMDs). Residents are provided a full range of social and life skills training and services during their stay to assist them in preparing for less structured living environments.

- **Little House Residential Services** - Little House provides many phases of treatment and residential services. They offer 28 residents the opportunity to remain in the program for six months or longer depending on their needs. They also offer educational groups, group therapy, and individual therapy provided by certified Drug and Alcohol Counselors. Through partnership with the Department of Rehabilitation and other agencies, they also offer residents training in relapse prevention, anger management, co-dependency, domestic violence, family addiction, and occupational preparedness. Case managers support residents holistically, recommending bereavement, advocating for family reunification, and referring to free medical services as needed. Little House also provides assistance to help residents find a safe, sober environment to live in once they have completed the program.
- **County of LA Department of Children and Family Services THP for Homeless Young People** - THP, developed by the Los Angeles County Department of Children and Family Services (DCFS), is a 12-18 month program. The program provides housing (including payment of rent and utilities), life-skills training, employment assistance, educational assistance, food vouchers, transportation resources, and case management supportive services.
- **United Friends of the Children Pathways to Independence** - Pathways provides former foster youth with 18 months of housing in their own apartments. Weekly life skills classes bring youth together for interactive sessions, providing residents with a sense of community and the opportunity to gain valuable “real life” experiences in a supportive setting. Other services offered include advocacy counseling, mental health counseling, career services, and educational guidance.

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

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

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

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

The City will work with non-profit agencies, for-profit developers, advocacy groups, clubs, and organizations, neighborhood leadership groups, City departments and with the private sector to

implement the City's five-year strategy to address the priority needs outlined in the Consolidated Plan for Fiscal Years 2015/2016 – 2019/2020. Engaging the community and stakeholders in the delivery of services and programs for the benefit of low to moderate residents will be vital in the overcoming gaps in service delivery. The City will also utilize public notices, Community Workshops and Meetings (as appropriate), the City's website, and other forms of media to deliver information on carrying out the Consolidated Plan strategies.

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

SP-45 Goals Summary – 91.215(a)(4)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Sustain and Strengthen Neighborhoods	2015	2019	Non-Housing Community Development	City of Huntington Park	Priority Housing Needs	\$1,650,000 (CDBG)	Housing Code Enforcement/ Foreclosed Property Care – 4,500 Housing Units (Code Enforcement)
2	Preserve Existing and Create New Affordable Housing	2015	2019	Affordable Housing	City of Huntington Park	Priority Housing Needs	\$375,000 (CDBG) \$2,355,298 (HOME)	Tenant-based Rental Assistance / Rapid Rehousing – 17 Households Assisted (Tenant-Based Rental Assistance) Rental Units Rehabilitated – 6 Household Housing Units (Acquisition/Rehab/New Construction) Homeowner Units Rehabilitated – 75 Household Housing Units (Residential Rehabilitation & Minor Home Repair)
3	Support Social Service Agencies that Assist Homeless Populations	2015	2019	Homeless Non-Housing Community Development	City of Huntington Park	Priority Homeless Needs	\$50,000 \$40,000 (CDBG)	Public service activities other than Low/Mod Income Housing Benefit – 2,500 2,000 Persons Assisted (Southeast Churches Service Center & Salvation Army SE Communities)

4	Support Social Service Agencies that Assist Special Needs Populations	2015	2019	Non-Homeless Special Needs	City of Huntington Park	Priority Special Needs Populations	\$74,700 (CDBG)	Public service activities other than Low/Mod Income Housing Benefit – 1,500 Persons Assisted (HP Senior Program)
5	Preserve Existing Public Facilities	2015	2019	Non-Housing Community Development	City of Huntington Park	Priority Community Facilities	\$250,000 (CDBG)	Public Facility or Infrastructure Activities other than Low/Mod Income Housing Benefit – 58,310 Persons Assisted (Salt Lake Park Splash Pad Project & Soccer Field Lighting Project & TBD Facility Improvement Projects)
6	Provide Needed Infrastructure Improvements	2015	2019	Non-Housing Community Development	City of Huntington Park	Priority Infrastructure Improvements	\$54,352 (CDBG)	Public Facility or Infrastructure Activities other than Low/Mod Income Housing Benefit – 58,310 Persons Assisted Or 5 Improvements (TBD Infrastructure Improvement Projects)

7	Provide Needed Community Services to Low/Mod Persons	2015	2019	Non-Housing Community Development	City of Huntington Park	Priority Community Services	\$880,300 \$890,300 (CDBG)	<p>Public service activities other than Low/Mod Income Housing Benefit – 3,050 3,019 Persons Assisted (Youth: P&R After School Project & HP Library Homework Center & L.E.A.D.& Hire HP Youth, Workforce, and Civic Engagement Program)</p> <p>Public service activities other than Low/Mod Income Housing Benefit – 58,310 Persons Assisted (General Public Services: Community Beautification)</p> <p>Public service activities other than Low/Mod Income Housing Benefit – 1,250 Persons Assisted (Fair Housing)</p>
8	Provide Economic Opportunity	2015	2019	Non-Housing Community Development	City of Huntington Park	Economic Opportunity	\$2,045,865 (CDBG)	<p>Businesses assisted – 45 Businesses assisted (Business Assistance & Economic Development Program)</p> <p>Façade treatment/business building rehabilitation – 20 Businesses (Commercial Rehabilitation)</p>

9	Planning for Housing and Community Development	2015	2019	Other: Administration	City of Huntington Park	Other Housing and Community Development Needs	\$1,223,450 (CDBG) \$216,075 (HOME)	N/A
---	--	------	------	-----------------------	-------------------------	---	--	-----

Table 68 – Goals Summary

Goal Descriptions

1	Goal Name	Sustain and Strengthen Neighborhoods
	Goal Description	Using CDBG funds, the City will sustain and strengthen neighborhoods by eliminating unsafe conditions and blight while improving the quality of life of residents within the community. (Project: Code Enforcement)
2	Goal Name	Preserve Existing and Create New Affordable Housing
	Goal Description	The City will use HOME funds to operate a city-wide Tenant-Based Rental Assistance Program using tenant selection policies and criteria consistent with the City’s Consolidated Plan. To the extent possible, based upon the availability of funds and a project’s viability, HOME funds will also be used to assist affordable housing developers in the acquisition, construction and/or rehabilitation of low-income rental and/or owner housing units. The City will use CDBG funds for minor rehabilitation programs for low and moderate income homeowners. (Projects: TBRA, Acquisition/Rehab, New Construction, Residential Rehab, Minor Home Repair)
3	Goal Name	Support Social Service Agencies that Assist Homeless Populations
	Goal Description	Using CDBG public service funds, the City will provide assistance to homeless service providers including, but not limited to, Southeast Churches Service Center and Salvation Army. (Project: Southeast Churches Service Center Emergency Food Program, Salvation Army Southeast Communities Family Services Program)
4	Goal Name	Support Social Service Agencies that Assist Special Needs Populations
	Goal Description	Using CDBG public service funds, the City will provide assistance to special needs service providers including, but not limited to, the Huntington Park Parks and Recreation Department for the Huntington Park Senior Program. (Project: HP Senior Program)
5	Goal Name	Preserve Existing Public Facilities
	Goal Description	Using CDBG funds, the City will provide financial assistance to improve public facilities and parks. (Projects: Salt Lake Park Splash Pad Project, Soccer Field Lighting Project, other TBD)
6	Goal Name	Provide Needed Infrastructure Improvements
	Goal Description	Using CDBG funds, the City will provide financial assistance to improve public infrastructure. (Projects: TBD)

7	Goal Name	Provide Needed Community Services to Low/Mod Persons
	Goal Description	Using CDBG public service funds, the City will provide assistance to various social service agencies for programs for youth, fair housing, anti-crime, and general public services. Services must benefit at least 51 percent low/mod persons. (Projects: P&R After School Program, HP Library Homework Center, Fair Housing Services, L.E.A.D., Hire HP Youth, Workforce, and Civic Engagement Program, Community Beautification)
8	Goal Name	Provide Economic Opportunity
	Goal Description	Using CDBG funds, the City will support projects and programs targeted to low and moderate-income business owners, or persons wishing to start or expand a business. The city will pursue a partnership with a local Small Business Assistance Center to administer the City's Economic Development Program and to implement the goals outlined in the City's 2013 Economic Development strategy. (Projects: Commercial Rehabilitation, Business Assistance and Economic Development)
9	Goal Name	Planning for Housing and Community Development
	Goal Description	The City will conduct the following administration/planning activities: (1) General Administration of CDBG and HOME Program, including preparation of budget, applications, certifications and agreements, (2) Coordination of CDBG-funded capital improvement projects, (3) Coordination of Public Service Subrecipients, (4) Coordination of HOME-funded housing projects, (5) Monitoring of CDBG and HOME projects/programs to ensure compliance with federal regulations, (6) Preparation of Annual Action Plan, and (7) Preparation of the CAPER. Up to 20% of the annual CDBG entitlement and up to 10% of the HOME entitlement is allowed for administration activities. (Project: CDBG Administration, HOME Administration)

Table 69 – Goal Descriptions

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

As presented in Table 68 above, the City's five-year goal is to provide affordable housing opportunities to 48 extremely low, low, and moderate income households through the following activities:

- Tenant-Based Rental Assistance: Huntington Park will provide tenant-based rental assistance to 17 low income households.
- Acquisition / Rehabilitation: Huntington Park will pursue an affordable housing project with approximately 6 units to be managed and operated by local CHDO.
- Residential Rehabilitation Program: The City will offer rehabilitation assistance to 25 extremely low, low, and moderate income households.

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

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

Not applicable.

Activities to Increase Resident Involvements

Not applicable.

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

No.

Plan to remove the ‘troubled’ designation

Not applicable.

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

Barriers to Affordable Housing

Huntington Park has a strong history of supporting affordable housing. The City has adopted numerous provisions in its Zoning Ordinance that facilitate a range of residential development types and encourage affordable housing, including flexible development standards for affordable housing, a density bonus ordinance, and reasonable accommodation procedures for persons with disabilities. In addition, the City and its former Redevelopment Agency have provided direct financial assistance to support affordable and mixed income housing projects. The loss of Redevelopment Housing Funds, combined with reductions in federal HOME funds, will, however, dampen the level of future affordable housing production in the City.

In addition to funding constraints, the primary barrier to the provision of affordable housing in Huntington Park is the lack of vacant land suitable for residential development. Separate owners of smaller parcels hold much of the underdeveloped and residentially zoned land in the City. This calls for alternative policy tools such as lot consolidation and/or demolition of existing older structures to accommodate higher density infill development.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

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

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

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

To specifically address the removal of barriers for persons with disabilities, Huntington Park recently adopted a Reasonable Accommodation Ordinance. The Ordinance clearly sets forth the procedures under which a disabled person may request a reasonable accommodation in application of the City's land use and zoning regulations. Such a request may include a

modification or exception to the requirements for siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers. Reasonable accommodation requests may be approved administratively the Community Development Director, eliminating the requirement for the disabled applicant to undergo a zoning variance.

SP-60 Homelessness Strategy – 91.215(d)

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

The City of Huntington Park does not administer a homeless prevention program; however two local homeless providers, the Southeast Churches Service Center (partially funded with CDBG funds) and the Salvation Army Southeast Communities, both provide a referral service and transportation to the nearby Salvation Army Bell Shelter in the city of Bell. The Bell Shelter assesses the individual needs of homeless persons including case management, supportive and transitional housing, individual or group counseling, a drug and alcohol program, job search assistance, homeless veteran's reintegration, adult education, and a mobile medical clinic.

Addressing the emergency and transitional housing needs of homeless persons

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

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

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

Lastly, Huntington Park used local HOME funds to develop a transitional housing project, Mosaic Gardens, on Middleton Street in Huntington Park. Partnering with LINC Housing, the City

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

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

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

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

Huntington Park will continue to contract with a fair housing provider to provide a wide range of fair housing services to ensure equal housing opportunities for its residents.

Homeless individuals or families and those at-risk of homelessness have the opportunity to get connected to supportive services, treatments, public resources and support groups through the Salvation Army and Southeast Churches Service Center (SCSC). The SCSC receives CDBG funding on an annual basis and should additional funds become available in the future, the City may opt to provide funding support to the Salvation Army as well.

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

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

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

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

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

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

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

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

Another risk factor is household income, with lower income households having a greater risk of exposure. The 2007-2011 CHAS identifies 82% of Huntington Park's households as earning less than 80% HAMFI, translating to an estimated 9,700 low and moderate income households residing in the City's approximately 11,800 pre-1980 housing units.

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

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

The City will also coordinate with the L.A. County Childhood Lead Prevention Program (CCLPP). CCLPP is responsible for enforcement of L.A. County's Lead Abatement Ordinance, including inspection, regulations and consultation. The CCLPP provides the City with the address of any

household where there is evidence of lead poisoning or elevated blood levels in children or any other evidence of lead from a physical inspection of a property. The City will contact the property owner and offer financial aid to assist in the abatement of the hazard. The City will provide lead hazard education and outreach through its newsletter and at other information distribution outlets (e.g., City Hall, Parks and Recreation, and the Library).

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

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

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

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

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

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

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

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

- Participation by nearly 300 low and extremely low income Huntington Park households in the Housing Choice Rental Assistance Voucher Program administered by the Los Angeles County Housing Authority (LACoLA).
- Implementation of city-wide Tenant-Based Rental Assistance Program, with funding preference given to low income elderly households.
- The City utilized HOME funds to assist in the adaptive reuse of a former vacant motel to provide 24 units of affordable housing for lower income families and transition age youth receiving services from the Los Angeles Department of Mental Health (LACDMH). Residents will participate in services provided on-site by LINC Cares, in addition to receiving ongoing services from LACDMH.
- During 2015/16, the City will utilize HOME funds to gap finance an affordable housing project at a location yet to be determined.

SP-80 Monitoring – 91.230

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

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

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

The City is also responsible to HUD for monitoring HOME-assisted rental projects (e.g., transitional, permanent and special needs housing projects) throughout the period of affordability to ensure that these projects are in continued compliance with Federal and State regulations. Monitoring guidelines are intended to assist City staff in making informed judgments about asset management, HOME Investment Partnerships Act (HOME) Program compliance, and management efficiency of HOME-assisted rental projects. The City's monitoring protocol serves to determine if HOME-assisted rental housing remains affordable, its occupants are low- and very low-income, and that the property is maintained in standard condition throughout the affordability period.

Rental project monitoring occurs at four levels:

- Annually, a desk audit is performed wherein the owner/property manager will submit information certifying household sizes, household incomes and rents for all HOME-restricted units;
- An on-site visit will be conducted triennially during which an in-depth review will occur of all HOME and federal crosscutting requirements, e.g., affirmative marketing and tenant selection procedures;
- Projects are inspected in accordance with the HOME regulations at HOME Final Rule at 24 CFR 92.504(d):

- Upon receipt of a developer's project pro forma, the City conducts an economic analysis to ensure that, in accordance with the City's adopted underwriting and layering review guidelines, the amount of warranted HOME assistance is necessary to provide affordable housing.

The City has the prerogative to monitor on-site more frequently, especially if a project is at risk because of outstanding findings or insufficient capacity.

The City 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 FY 2013 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 to be evaluated based upon its layering guidelines, and that (b) it will not invest any more HOME funds in combination with other governmental assistance than is necessary to provide affordable housing.

The City's layering review guidelines is also to be used when determining the level of HOME funds to be used in a project absent other governmental assistance. In the event that additional sources of funds not initially contemplated are later infused, the City may opt to update the evaluation.

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

Project and financial data on CDBG and HOME-funded activities is maintained using HUD's IDIS (Integrated Disbursement Information System) software. Use of this system allows HUD staff easy access to local data for review and progress evaluation.



CITY OF HUNTINGTON PARK

ANNUAL ACTION PLAN JULY 1, 2015 – JUNE 30, 2016

1st AMENDMENT DRAFT

DECEMBER 2015

**CITY OF HUNTINGTON PARK
COMMUNITY DEVELOPMENT DEPARTMENT
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255**

Executive Summary

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

1. Introduction

Huntington Park's 2015/16-2019/20 Consolidated Plan constitutes the City's strategy for addressing its housing and community development needs utilizing federal entitlement funds. The goals are to assist low and moderate-income persons, provide decent housing, create suitable living environments, and expand economic opportunities. Included in the Consolidated Plan are broad five-year objectives and strategies to accomplish these goals. Specific identifiable benchmarks for measuring progress in realizing the City's strategy are proposed in the Action Plan for 2015/16.

The 2015/16 Annual Action Plan includes application for funds under two different HUD entitlement programs - Community Development Block Grant (CDBG) and the HOME Investment Partnership Program). Current year entitlements combined with reallocations from prior years bring the total funding for program year 2015/16 to approximately \$2.35 million. The following Annual Action Plan describes resources, programs, activities and actions Huntington Park will use in the coming 2015/16 fiscal year to implement its strategic plan and ultimately achieve its Consolidated Plan goals and objectives, summarized in Table 1 on the following page.

Table 1 - 2015-2019 Consolidated Plan Priorities, Goals, Implementing Programs, and FY 2015-16 Goals

Consolidated Plan 5-Year Priority	Consolidated Plan Goals	Implementing Programs	2015-16 Goal	Outcome/Objective*
Priority Housing Needs	Sustain and Strengthen Neighborhoods	<ul style="list-style-type: none"> Code Enforcement 	900 housing units	SL-3
Priority Housing Needs	Preserve Existing and Create New Affordable Housing	<ul style="list-style-type: none"> Tenant-Based Rental Assistance Acquisition / Rehabilitation / New Construction Residential Rehabilitation Minor Home Repair Program 	17 households 6 housing units 5 housing units 10 housing units	DH-2 DH-2 DH-1 DH-1
Priority Homeless Needs	Support Social Service Agencies that Assist Homeless Populations	<ul style="list-style-type: none"> Southeast Churches Service Center Salvation Army Southeast Communities 	300 persons 200 persons	SL-1 SL-1
Priority Special Needs Populations	Support Social Service Agencies that Assist Special Needs Populations	<ul style="list-style-type: none"> HP Senior Program 	300 persons	SL-1
Priority Community Facilities	Preserve Existing Public Facilities	<ul style="list-style-type: none"> Salt Lake Park Splash Pad Project Soccer Field Lighting Project 	58,310 persons	SL-1 SL-1
Priority Community Services	Provide Needed Community Services to Low/Mod Persons	<ul style="list-style-type: none"> After School Program HP Library Homework Center Leadership Empowerment and Discipline (L.E.A.D.) Program Hire HP Youth, Workforce and Civic Engagement Pilot Program Community Beautification Fair Housing Services 	<u>Youth Services</u> 610 579 persons <u>Gen Public Services</u> 58,310 persons <u>Fair Housing Services</u> 250 persons	SL-1 SL-1 SL-1
Economic Opportunity	Economic Opportunity	<ul style="list-style-type: none"> Commercial Rehabilitation 	4 Businesses	EO-3

		<ul style="list-style-type: none"> • Business Assistance and Economic Development 	8 Businesses	EO-1
Other Housing and Community Development Needs	Planning for Housing and Community Development	<ul style="list-style-type: none"> • CDBG Administration • HOME Administration 	N/A	N/A

2. Summarize the objectives and outcomes identified in the Plan

See Table 1 above.

3. Evaluation of past performance

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

Decent Housing

- On April 18, 2011, the City Council approved an Affordable Housing Agreement with LINC-Huntington Park Apartment Investors LP (LINC CDC). The Agreement committed \$1.50 million in Federal HOME funds for the development of an affordable housing project at 6337 Middleton Street known as the Mosaic Gardens Project. The project is also located within the Middleton/Malabar focus neighborhood. The property was a 55-room motel situated on the back portion of the Rodeway Inn located on Santa Fe Avenue. LINC CDC redeveloped the motel into a 24-unit rental housing project that includes such on-site amenities as a community room for resident services and programs, a computer room for resident use, and community open space. Additionally, the project provided housing for a population with special needs, which has limited housing opportunities. The City's previous Five-Year Consolidated Plan acknowledged the need for special needs housing. It noted that youth leaving the foster care system ("emancipated youth") are a high risk of special needs population. This project helped to meet the housing needs of this special needs population.
- The Residential Rehabilitation Program provides assistance up to \$50,000 for property renovations and rehabilitation for owner-occupied single family homes and rental units. The City did not meet its 2010-2014 Consolidated Plan goal to fund 30 residential rehabilitation loans/grants (it funded 17); accordingly, the City will enter into an agreement with Los Angeles County Neighborhood Housing Services (NHS) to leverage City HOME funds to provide eligible Huntington Park residences homeownership and residential rehabilitation opportunities during the 2015-2019 Consolidated Plan period.
- During the previous Consolidated Plan period, the City 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 2010-2014 Consolidated Plan. The City gave local preference to 100 very low-income elderly persons. The program will continue into FY 2015-16.

Suitable Living Environment

- The City funded a Minor Home Repair program in the first three years of the previous Consolidated Plan. Unfortunately, the program was defunded in the 4th year as CDBG funds decreased. Only 16% of the City's goal of providing 150 households with minor home repairs was met. The program will be reinstated in the FY 2015-16 with the assistance of a local non-profit, Los Angeles County Neighborhood Housing Services (NHS).

- The City's Code Enforcement program continues to exceed the goal of assisting 300 housing units each year.
- The Commercial Rehabilitation Program continues to be a popular program with business owners in the City's downtown area (Pacific Boulevard). While the City only met 60% of its 2010-2014 goal to provide 15 loans, due mostly to reductions in staff to implement the program, the program will continue into the new 2015-2019 Consolidated Plan period as a high priority program.
- The City assisted various public service agencies during the previous five year period. While the City has had to reduce the number of public service programs offered with CDBG funds because of decreases in CDBG entitlement funds, coupled with a past HUD recommendation to fund less organizations because of the high cost to manage each contract, the City continues to exceed its goals in providing youth, homeless, community beautification, and fair housing services to the Huntington Park community.
- The City met its goal to fund two community facility rehabilitation projects. More facility improvement projects are slated for the current 2015-2019 Consolidated Plan period.
- The City did not provide any CDBG assistance towards infrastructure improvements over the past five years; however this remains a high priority and has been included as such in the 2015-2019 Consolidated Plan.

Economic Opportunity

- Huntington Park operated a popular Business Assistance and Economic Development program that provided technical support, business resources, and referrals to Huntington Park businesses citywide. The program also served to increase business retention and attraction services by providing business and financial planning assistance to new and existing businesses and served as a local resource center. Funds were used to host workshops and seminars with industry experts to help persons grow their business in Huntington Park. The program was administered by LA Business Connect, a locally based entrepreneur and small business services company. During the 2015-2019 Consolidated Plan period, the City will pursue a new partnership with an economic development subrecipient to continue to assist Huntington Park's business community.

4. Summary of citizen participation process and consultation process

The City developed its 2015/16 Annual Action Plan through extensive consultation and coordination with housing, social service and healthcare providers; public agencies; and the local public housing agency as presented in Table 2. As a means of gaining input from these agencies, the City conducted a consultation workshop, public hearings, surveys, and invited local grantees to provide comments on the draft Consolidated Plan and Action Plan. In addition, consultation in the development of the Consolidated Plan involved several City departments.

Consulted Agencies		
Fair Housing Foundation	Huntington Park Library (L.A. County)	L.A. Legal Community Center
Oldtimers Housing Development Corporation	Southeast Churches Service Center	Wilshire Bank
City of Huntington Park Departments and Councils		
Community Development Department	Parks and Recreation Department	Public Works Department
Huntington Park Police Department	Huntington Park City Council	Code Enforcement Division
Other Public Agencies		
Los Angeles County Health Department	Los Angeles Homeless Services Authority	

Table 2 – Citizen Participation Consultation

The City followed HUD’s guidelines for citizen and community involvement in preparation of the Consolidated Plan and Action Plan to encourage citizen participation in the preparation of the documents. The City also undertook several activities such as focus groups, community meetings, and a Community Needs Survey.

A draft of the five-year Consolidated Plan and 2015/16 Annual Action Plan was available for public comment for a minimum 30-day period (April 2 – May 4, 2015). City Council public hearings were held on March 2, 2015 and May 4, 2015, providing residents and interested parties a final opportunity to comment on the Consolidated Plan prior to adoption and submittal to HUD.

5. Summary of public comments

The City did not receive any written comments on the Consolidated Plan during the 30-day public review, or any public comments at the May 4, 2015 City Council public hearing.

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

The City of Huntington Park responded to all relevant comments. All comments received were accepted.

7. Summary

Key findings of the Needs Assessment include:

- Housing overpayment is the most prevalent housing problem, with 64% of Huntington Park’s low and moderate income renter households (<80% AMI) facing a cost burden (>30% of income on housing costs), and over one-third facing a severe cost burden (>50%

of income towards housing). As depicted in Figure 4 (Appendix B), high levels of severe renter overpayment are located in neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.

- Household overcrowding, defined as greater than one person per room, has decreased from 63% of all renters in 2000 to 48% a decade later (as documented by the 2007-2011 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 27% of renters in the City. Figure 5 depicts several neighborhoods with concentrations of severe renter overcrowding (over 45%): north of Florence immediately east of Santa Fe; the neighborhood on either side of State bound by Gage and Saturn; both sides of Pacific bound by Randolph and Slauson; and the northernmost portion of the city directly to the east of Santa Fe.
- An estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.
- For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who often struggle with physical and mental health problems in addition to substance abuse issues.
- Priority community facility needs include park facility upgrades, including soccer field lighting and a splash pad at Salt Lake Park. The Consolidated Plan community needs survey named the need for youth centers and general parks and recreation facilities within the top ten priority needs.
- Priority infrastructure needs include streets and alleys, and bicycle transportation improvements in the City's low and moderate income neighborhoods. The City's 2015 Pavement Management Plan reviews the existing street conditions within the transit system and identifies a cost-to-improve each segment of the transit system. Street and alley improvements ranked within the top ten priority needs in the community needs survey.
- Priority public service needs include services for youth, seniors, homeless and anti-crime services. These needs were determined by the public via the Community Needs Survey, comments received at a Consultation Workshop with various public service and housing providers, and specific comments received from the Huntington Park City Council at a Needs and Priorities public hearing on March 2, 2015.

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

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

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

Agency Role	Name	Department/Agency
Lead Agency	HUNTINGTON PARK	Community Development Department
CDBG Administrator	Manuel Acosta, Economic Development Manager	Community Development Department
HOME Administrator	Manuel Acosta, Economic Development Manager	Community Development Department

Table 3 – Responsible Agencies

Narrative

The Lead Agency for the five year (2015/2016 - 2019/2020) Consolidated Plan is the City of Huntington Park, Community Development Department.

Consolidated Plan Public Contact Information

Manuel Acosta, Economic Development Manager

City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255
Phone: (323) 584-6213
Email: MAcosta@hpca.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

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

The City developed its five-year (2015/2016 - 2019/2020) Consolidated Plan and FY 2015/16 Annual Action Plan through consultation with City departments; housing and public service providers; and adjacent local governments. As a means of gaining input from housing, homeless and social service providers, the City conducted a consultation workshop in August 2014. Approximately 20 agencies were invited to attend (refer to mailing list in Appendix C), with eight agencies/departments participating in the workshop. The purpose of the workshop was to discuss what each of these agencies define as the key housing and social service issues in Huntington Park, to identify gaps in service, and to brainstorm potential recommendations. Another function of the workshop was to establish a dialogue among agencies/departments to enhance collaboration and sharing of information.

In addition to those agencies/departments participating in the workshop, additional agencies were contacted as necessary to gain comprehensive information on the community's needs, such as the Los Angeles County Housing Authority and Los Angeles Homeless Services Authority.

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

The City participates in Service Planning Area (SPA) 7 of the Continuum of Care for Los Angeles City and County, and coordinates with the LAHSA, local communities and various service agencies to provide a continuum of services and facilities for the homeless and persons at-risk of becoming homeless.

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

The City of Huntington Park does not receive ESG funds so this is not applicable.

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

Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
City of Huntington Park	Other government - Local	Housing Need Assessment Homeless Needs Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Non-Housing Community Development Strategy Anti-Poverty Strategy Lead-based Paint Strategy	Agency Consultation Workshop. Interdepartmental Workshop. City will continue maintaining its strong relationships with service providers and local jurisdictions to implement the 5-year strategy.
Huntington Park City Council	Civic Leaders	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Non-Housing Community Development Strategy Anti-Poverty Strategy	Public hearings. City Council members reflect the needs of their constituents in the community, which have been reflected in the needs and priorities identified in the Plan.
Los Angeles County Housing Authority	PHA	Housing Need Assessment Public Housing Needs Market Analysis	Email correspondence. The City will continue its strong partnership with the Housing Authority.
Los Angeles County – Huntington Park Library	Services – Children	Non-Housing Community Development Strategy Anti-Poverty Strategy	Special Needs Service Provider Survey. The City will continue supporting the Library's educational programs for Huntington Park youth.
Old Timers Housing Development Corporation	Housing	Housing Needs Non-Homeless Special Needs	Agency Consultation Workshop. The City will continue supporting housing programs targeted to low income and at-risk families.
Fair Housing Foundation	Services-Fair Housing	Housing Needs Assessment	Agency Consultation Workshop. The City will continue to provide fair housing and tenant/landlord services to residents.
Southeast Churches Service Center	Services - Homeless	Homeless Needs: Chronically Homeless, Families with Children, Veterans, Unaccompanied youth Homeless Strategy	Agency Consultation Workshop. The City will continue supporting programs for homeless and persons and families at risk of homelessness.

Table 4 – Agencies, groups, organizations who participated

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

The City of Huntington Park developed its Consolidated Plan through consultation with housing, social and health service providers; local agencies/governments; and the Los Angeles County Housing Authority. The City is unaware of any Agency types relevant to the Consolidated Plan that were not consulted.

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care for Los Angeles County and City	Los Angeles Homeless Services Authority	LAHSA uses housing and demographic data obtained through HMIS and Homeless Counts to determine needs and to pinpoint gaps in housing and services. This in turn helps LAHSA to pool and coordinate resources with the County and cities to develop coordinated homeless access and assessment centers. Huntington Park participates with LAHSA in building the regional continuum of care to address the homeless and persons at-risk of homelessness.
Huntington Park Housing Element	City of Huntington Park Planning Division	The City is currently updating its Housing Element for the 2013-2021 period. All housing-related programs in the Consolidated Plan will be directly reflected within the Housing Element.

Table 5 – Other local / regional / federal planning efforts

AP-12 Participation - 91.105, 91.200(c)

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

The City followed HUD's guidelines for citizen and community involvement in preparation of the Consolidated Plan and Action Plan. To encourage citizen participation in the preparation of the documents, the City undertook several activities as summarized below.

Housing and Community Development Needs Survey

In order to evaluate public opinion of specific housing and community development needs, the City utilized an on-line Needs Survey in which the respondent was asked to rank the level of need for a particular service, capital improvement, and public benefit. Hard copies of the survey were also made available at the Community Development Department, the Clerk's Office, and were emailed to the Parks and Recreation Department's resident contact list. Questions about specific needs were grouped into these areas:

- Housing Needs;
- Homeless Needs;
- Public Service Needs;
- Infrastructure Needs; and
- Economic Development Needs.

A total of 88 residents completed the Needs Survey. Survey responses were then totaled to provide an overall average need rating for each of the 36 identified activities. The top needs identified (in rank order) were as follows, with the complete survey results included in Appendix C of the Consolidated Plan:

- Anti-Crime Services
- Youth Centers
- Youth Services
- Job Creation/Retention
- Employment Training
- New Affordable Ownership Housing
- Street/Alley Improvements
- Park and Recreation Facilities
- Property Maintenance/Code Enforcement
- Child Care Services

Focus Groups

On August 27, 2014, key City stakeholders and representatives of housing and social service organizations participated in a focus group meeting that covered the following:

- Barriers to fair housing and access to affordable housing
- Housing, homeless and public service needs and gaps in service
- Community priorities

Attendees of the focus group expressed the immediate needs to serve the community, with the need for additional affordable housing opportunities, services for seniors and families, homeless housing and services, and code enforcement most commonly cited as Huntington Park's priority needs. A summary of the input received at the meeting is included in Appendix C.

Community Meetings

The City Council conducted a Needs Assessment Public Hearing on March 2, 2015. The meeting was advertised in the El Aviso and noticed per the Ralph M. Brown Act. Invitations were also included as part of the Housing and Community Development Needs Survey.

At the Needs Assessment Public Hearing, City staff provided background on the Consolidated Plan, and the process for preparation of Huntington Park's 2015/16-2019/20 Plan. Three members of the public spoke, citing the dire need for additional affordable housing, especially for seniors and persons with disabilities; the impact of rising rents on household overcrowding and added stress on families; the need to consider high rise housing as a means of addressing the housing shortage; and opposition to additional high density housing around the downtown as the area is already too crowded and schools impacted. Each member of the City Council provided input on community needs and priorities for the Plan, summarized in Appendix C of the Consolidated Plan.

The City Council conducted a public hearing on the Consolidated Plan on May 4, 2015. The City did not receive any written comments on the Plan during the 30 day public review, or any public comments at the May 4, 2015 City Council public hearing.

Citizen Participation Outreach Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Internet Outreach	Non-targeted/ broad community	A total of 88 Community Needs Assessment surveys were received.	See attached results in Appendix C.	N/A	N/A
Public Meeting	Housing and Service providers representing low/moderate income, special needs and homeless population	Ten individuals representing City staff and housing and service providers attended and participated in the morning meeting. (8/27/14)	See attached summary of comments in Appendix C.	All comments received were accepted.	N/A
Public Meeting	Non-targeted/ broad community	A public meeting was held before the City Council to solicit input on needs and priorities for the Consolidated Plan. (3/2/15)	See attached summary of comments in Appendix C.	All comments were received and accepted.	N/A
Newspaper Ad	Non-targeted/ broad community	A newspaper advertisement was made soliciting public comment on the draft 2015/16-2019/20 Consolidated Plan.	No comments were received on the Consolidated Plan.	N/A	N/A
Public Meeting	Non-targeted/ broad community	A final public meeting was held before the City Council for adoption of the 2015/16-2019/20 Consolidated Plan. (5/4/15)	No comments were received on the Consolidated Plan.	N/A	N/A

Table 6 - Citizen Participation Outreach

Expected Resources

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

Table 7 summarizes the major sources of funding available to carry out housing and community development activities during the 2015-16 fiscal year.

For fiscal year 2015-16, the City of Huntington Park will have an estimated total of \$1,509,863 in CDBG funds. This total amount is comprised of \$1,273,451 in Fiscal 2015-16 CDBG entitlement funds and \$236,412 in prior year unallocated CDBG funds carried forward. 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, public facility improvements, code enforcement, a minor home repair program, and CDBG administration. An estimated \$1,255,173 or approximately 83 percent in CDBG funds will be used for activities that benefit persons of low and moderate income.

The City of Huntington Park will also have an estimated \$842,773 in HOME Program funds comprised of a FY 2015-16 allocation of \$432,150, and an estimated carryover balance of \$410,623. The City will use HOME funds for administration of the HOME program, residential rehabilitation, and for a potential acquisition and rehabilitation project.

The City will pursue competitive public and private grants for the development and preservation of programs, housing, and services.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$1,273,451	\$0	\$236,412	\$1,509,863	\$5,093,804	Entitlement funds allocation plus prior-year resources.
HOME	Public – federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$432,150	\$0	\$410,623	\$842,773	\$1,728,600	Entitlement allocation plus prior-year resources.

Table 7 - Expected Resources – Priority Table

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

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

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

If appropriate, describe publically owned land or property located within the jurisdiction that

may be used to address the needs identified in the plan

Not applicable.

AP-20 Annual Goals and Objectives

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Sustain and Strengthen Neighborhoods	2015	2016	Non-Housing Community Development	City of Huntington Park	Priority Housing Needs	\$330,000 (CDBG)	Housing Code Enforcement/ Foreclosed Property Care – 900 Housing Units (Code Enforcement)
2	Preserve Existing and Create New Affordable Housing	2015	2016	Affordable Housing	City of Huntington Park	Priority Housing Needs	\$75,000 (CDBG) \$799,558 (HOME)	Tenant-based Rental Assistance / Rapid Rehousing – 17 Households Assisted (Tenant-Based Rental Assistance) Rental Units Rehabilitated – 6 Household Housing Units (Acquisition/Rehab/New Construction) Homeowner Units Rehabilitated – 15 Household Housing Units (Residential Rehabilitation; Minor Home Repair)
3	Support Social Service Agencies that Assist Homeless Populations	2015	2016	Homeless Non-Housing Community Development	City of Huntington Park	Priority Homeless Needs	\$10,000 \$0	Public service activities other than Low/Mod Income Housing Benefit – 500 Persons Assisted (Southeast Churches Service-Center; Salvation Army Southeast Communities)
4	Support Social Service Agencies that Assist Special Needs Populations	2015	2016	Non Homeless Special Needs		Priority Special Needs Populations	\$14,940	Public service activities other than Low/Mod Income Housing Benefit – 300 Persons Assisted (HP Senior Program)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Preserve Existing Public Facilities	2015	2016	Non-Housing Community Development		Priority Community Facilities	\$250,000 (CDBG)	Public Facility or Infrastructure Activities other than Low/Mod Income Housing Benefit – 58,310 Persons Assisted (Salt Lake Park Splash Pad Project; Soccer Field Lighting Project)
6	Provide Needed Community Services to Low/Mod Persons	2015	2016	Non-Housing Community Development		Priority Community Services	\$176,060 \$182,356 (CDBG)	Public service activities other than Low/Mod Income Housing Benefit – 610 579 Persons Assisted (Youth: P&R After School Project; HP Library Homework Center; L.E.A.D.; Hire HP Youth, Workforce, and Civic Engagement Program) Public service activities other than Low/Mod Income Housing Benefit – 58,310 Persons Assisted (General Public Services: Community Beautification) Public service activities other than Low/Mod Income Housing Benefit – 250 Persons Assisted (Fair Housing)
7	Provide Economic Opportunity	2015	2016	Non-Housing Community Development		Economic Opportunity	\$409,173 (CDBG)	Businesses assisted – 8 25 Businesses assisted (Business Assistance & Economic Development Program) Façade treatment/business building rehabilitation – 4 Businesses (Commercial Rehabilitation)

8	Planning for Housing and Community Development	2015	2016	Other: Administration		Other Housing and Community Development Needs	\$244,690 (CDBG)	CDBG Administration
							\$43,215 (HOME)	HOME Administration

Table 8 – Goals Summary

Goal Descriptions

1	Goal Name	Sustain and Strengthen Neighborhoods
	Goal Description	Using CDBG funds, the City will sustain and strengthen neighborhoods by eliminating unsafe conditions and blight while improving the quality of life of residents within the community. (Project: Code Enforcement)
2	Goal Name	Preserve Existing and Create New Affordable Housing
	Goal Description	The City will use HOME funds to operate a city-wide Tenant-Based Rental Assistance Program using tenant selection policies and criteria consistent with the City's Consolidated Plan. To the extent possible, based upon the availability of funds and a project's viability, HOME funds will also be used to assist affordable housing developers in the acquisition, construction and/or rehabilitation of low-income rental and/or owner housing units. The City will use CDBG funds for minor rehabilitation programs for low and moderate income homeowners. (Projects: TBRA; Acquisition/Rehab, New Construction; Residential Rehab; Minor Home Repair)
3	Goal Name	Support Social Service Agencies that Assist Homeless Populations
	Goal Description	Using CDBG public service funds, the City will provide assistance to homeless service providers including, but not limited to, Southeast Churches Service Center and Salvation Army. (Project: No homeless programs will be funded in FY 2015/16 Southeast Churches Service Center Emergency Food Program; Salvation Army Southeast Communities Family Services Program)
4	Goal Name	Support Social Service Agencies that Assist Special Needs Populations
	Goal Description	Using CDBG public service funds, the City will provide assistance to special needs service providers including, but not limited to, the Huntington Park Parks and Recreation Department for the Huntington Park Senior Program. (Project: HP Senior Program)
5	Goal Name	Preserve Existing Public Facilities
	Goal Description	Using CDBG funds, the City will provide financial assistance to improve public facilities and parks. (Projects: Salt Lake Park Splash Pad Project; Soccer Field Lighting Project; other TBD)

6	Goal Name	Provide Needed Community Services to Low/Mod Persons
	Goal Description	Using CDBG public service funds, the City will provide assistance to various social service agencies for programs for youth, fair housing, anti-crime, and general public services. Services must benefit at least 51 percent low/mod persons. (Projects: P&R After School Program; HP Library Homework Center; Fair Housing Services; L.E.A.D. ; Community Beautification; Hire HP Youth, Workforce, and Civic Engagement Program)
7	Goal Name	Provide Economic Opportunity
	Goal Description	Using CDBG funds, the City will support projects and programs targeted to low and moderate-income business owners, or persons wishing to start or expand a business. The city will pursue a partnership with a local Small Business Assistance Center to administer the City's Economic Development Program and to implement the goals outlined in the City's 2013 Economic Development strategy. (Projects: Commercial Rehabilitation; Business Assistance and Economic Development)
8	Goal Name	Planning for Housing and Community Development
	Goal Description	The City will conduct the following administration/planning activities: (1) General Administration of the overall CDBG and HOME Program, including preparation of budget, applications, certifications and agreements, (2) Coordination of all CDBG-funded capital improvement projects, (3) Coordination of the Public Service Subrecipients, (4) Coordination of all HOME-funded housing projects, (5) Monitoring of all CDBG and HOME projects/programs to ensure compliance with federal regulations, (6) Preparation of the Annual Action Plan, and (7) Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER). The City may use up to 20% of its annual CDBG entitlement on administration activities; and 10% is allowed for HOME administration activities. (Project: CDBG Administration; HOME Administration)

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

As presented in Table 8 above, the City's one-year goal is to provide affordable housing opportunities to 28 extremely low, low, and moderate income households through the following activities:

- Tenant-Based Rental Assistance: Huntington Park will provide tenant-based rental assistance to 17 low income households in FY 2015-16.
- Acquisition / Rehabilitation: Huntington Park will pursue an affordable housing project with approximately 6 units to be managed and operated by local CHDO.
- Residential Rehabilitation Program: The City will offer rehabilitation assistance to 5 extremely low, low, and moderate income households.

AP-35 Projects – 91.220(d)

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

Projects

Project Name	Target Area	Goals Supported	Needs Addressed	Funding
Code Enforcement	City of Huntington Park	Sustain and Strengthen Neighborhoods	Priority Housing Needs	CDBG: \$330,000
Tenant-Based Rental Assistance	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	HOME: \$90,000
Acquisition / Rehabilitation / New Construction	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	HOME: \$509,558
Residential Rehabilitation	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	HOME: \$200,000
Minor Home Repair	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	CDBG: \$75,000
Southeast Churches Service Center Emergency Food Program	City of Huntington Park	Support Social Service Agencies that Assist Homeless Populations	Priority Homeless needs	CDBG: \$5,000
Salvation Army Southeast Communities Family Services Program	City of Huntington Park	Support Social Service Agencies that Assist Homeless Populations	Priority Homeless needs	CDBG: \$5,000
Huntington Park Senior Program	City of Huntington Park	Support Social Service Agencies that Assist Special Needs Populations	Priority Special Needs	CDBG: \$14,940
Salt Lake Park Splash Pad Project	City of Huntington Park	Preserve Existing Public Facilities	Priority Community Facilities	CDBG: \$150,000
Soccer Field Lighting Project	City of Huntington Park	Preserve Existing Public Facilities	Priority Community Facilities	CDBG: \$100,000
Parks and Recreation After School Program	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$81,060 \$92,356
Huntington Park Library Homework Center	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$10,000 \$15,000
Police Department Leadership Empowerment and Discipline (L.E.A.D) Program	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$15,000

Project Name	Target Area	Goals Supported	Needs Addressed	Funding
Hire HP Youth, Workforce, and Civic Engagement Program	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$5,000
Community Beautification (Graffiti Removal)	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$60,000
Fair Housing Services	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$10,000
Commercial Rehabilitation	City of Huntington Park	Economic Opportunity	Economic Opportunity	CDBG: \$384,173
Business Assistance and Economic Development	City of Huntington Park	Economic Opportunity	Economic Opportunity	CDBG: \$25,000
CDBG Administration	City of Huntington Park	Planning for Housing and Community Development	Other Housing and Community Development Needs	CDBG: \$244,690
HOME Administration	City of Huntington Park	Planning for Housing and Community Development	Other Housing and Community Development Needs	HOME: \$43,215

Table 9 – FY 2015/16 Projects

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

The Housing and Homeless Needs Assessment of the Consolidated Plan discusses housing need by income category. Income levels identified are 1) extremely low-income; 2) very low-income, and; 3) low- and moderate-income households. Based on HUD recommendations, general relative priorities for funding will be as follows:

HIGH PRIORITY: Activities to address this need will be funded during the five-year period.

MEDIUM PRIORITY: If funds are available, activities to address this need may be funded by the City during the five-year period. The City may also use other sources of funds and take actions to locate other sources of funds.

LOW PRIORITY: It is not likely the City will fund activities to address this need during the five-year period.

The highest priority has been assigned to the needs of the lowest income residents, based on the assumption that in this high cost real estate market, they are at greater risk of displacement, homelessness or other serious housing situations due to limited financial resources and other limitations they may face.

The Consolidated Plan identifies several obstacles in meeting underserved needs, including the high and sustained demand for public services, as well as the shortage of funding to address the community's needs.

AP-38 Projects Summary

Project Summary Information

1	Project Name	Code Enforcement
	Target Area	City of Huntington Park
	Goals Supported	Sustain and Strengthen Neighborhoods
	Needs Addressed	Priority Housing Needs
	Funding	CDBG: \$330,000
	Description	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.
	Target Date	
	Location Description	Citywide.
	Planned Activities	Same as description.
2	Project Name	Tenant-Based Rental Assistance
	Target Area	City of Huntington Park
	Goals Supported	Preserve Existing and Create New Affordable Housing
	Needs Addressed	Priority Housing Needs
	Funding	HOME: \$90,000
	Description	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.
	Target Date	
	Location Description	Citywide.
	Planned Activities	Same as in description.

3	Project Name	Acquisition / Rehabilitation / New Construction
	Target Area	City of Huntington Park
	Goals Supported	Preserve Existing and Create New Affordable Housing
	Needs Addressed	Priority Housing Needs
	Funding	HOME: \$599,558
	Description	HOME funds will be used to gap finance an affordable housing project at a location yet to be determined. The implementing agency is the City's Community Development Department.
	Target Date	
	Location Description	To be determined.
	Planned Activities	Same as in description.
4	Project Name	Residential Rehabilitation
	Target Area	City of Huntington Park
	Goals Supported	Preserve Existing and Create New Affordable Housing
	Needs Addressed	Priority Housing Needs
	Funding	HOME: \$200,000
	Description	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 implementing agency is the City's Community Development Department.
	Target Date	
	Location Description	Various
	Planned Activities	Same as in description.

5	Project Name	Minor Home Repair
	Target Area	City of Huntington Park
	Goals Supported	Preserve Existing and Create New Affordable Housing
	Needs Addressed	Priority Housing Needs
	Funding	CDBG: \$75,000
	Description	The program provides on a citywide basis free exterior minor home repairs, energy conversation activities, security and safety improvements, exterior refurbishing and painting to eligible low and moderate-income households. The program offers a grant of up to \$5,000 to the homeowner for labor and materials and minor repairs to the property.
	Target Date	
	Location Description	Various
	Planned Activities	Same as description.
6	Project Name	Southeast Churches Service Center
	Target Area	City of Huntington Park
	Goals Supported	Support social service agencies that assist homeless populations
	Needs Addressed	Priority Homeless Needs
	Funding	CDBG: \$5,000
	Description	This program provides a delivery system of essential food products to low and moderate income persons via grocery bags to homeless and at-risk of becoming homeless persons.
	Target Date	
	Location Description	2780 Gage Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.

7	Project Name	Salvation Army Southeast Communities/Family Services Program
	Target Area	City of Huntington Park
	Goals Supported	Support social service agencies that assist homeless populations
	Needs Addressed	Priority Homeless Needs
	Funding	CDBG: \$5,000
	Description	This program provides services to the homeless, those at risk of being homeless and low-income families/persons through the provision of various activities including emergency food service for families, senior food bags, showers, clothing and furniture vouchers, emergency motel vouchers and bus tokens.
	Target Date	
	Location Description	2965 Gage Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.
8	Project Name	Huntington Park Senior Program
6	Target Area	City of Huntington Park
	Goals Supported	Support social service agencies that assist special needs populations
	Needs Addressed	Priority Special Needs Populations
	Funding	CDBG: \$14,940
	Description	The HP Senior Program promotes the benefits of leading a healthier lifestyle among older adults through educational workshops, coordinated physical activities, excursions and other recreation-based events and activities.
	Target Date	
	Location Description	Huntington Park Community Center 3401 East Florence Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.

9	Project Name	Salt Lake Park Splash Pad Project
7	Target Area	City of Huntington Park
	Goals Supported	Preserve Existing Public Facilities
	Needs Addressed	Priority Community Facilities
	Funding	CDBG: \$150,000
	Description	The development of the Salt Lake Park Splash Pad project addresses the recreational needs identified by community residents during the 2008 Parks and Recreation Master Plan process and subsequent park planning meetings. The construction of this water play facility will responsibly consider the state of California's limited water resources and will feature an eco-friendly water filtration system. Low-income families residing in Huntington Park and the surrounding cities of southeast Los Angeles County, will therefore enjoy and benefit from an amenity that will be built with full consideration to future generations.
	Target Date	
	Location	Salt Lake Park
	Description	3401 East Florence Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.
10	Project Name	Soccer Field Lighting Project
8	Target Area	City of Huntington Park
	Goals Supported	Preserve Existing Public Facilities
	Needs Addressed	Priority Community Facilities
	Funding	CDBG: \$100,000
	Description	The Huntington Park Department of Parks and Recreation requests CDBG funding to install an energy efficient lighting system on the Kevin De Leon Soccer Field. The lighting system forms part of a larger development effort, which includes the construction of a synthetic turf soccer field and a walking/running trail at Salt Lake Park. Both the soccer field and trail were identified among the top 5 outdoor amenities most desired by Huntington Park residents, per the 2008 Parks and Recreation Master Plan. The new lighting system will serve to augment the City's service delivery to low-income families as it relates to soccer play, by increasing the hours of operation of the field during the months when school-aged children are on summer vacation.
	Target Date	
	Location	Salt Lake Park
	Description	3401 East Florence Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.

11	Project Name	Park and Recreation After School Program
9	Target Area	City of Huntington Park
	Goals Supported	Provide Needed Community Services to Low/Mod Persons
	Needs Addressed	Priority Community Services
	Funding	CDBG: \$81,060 \$92,356
	Description	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, Robert Keller Park, Huntington Park Community Center, and Raul R. Perez Memorial Park.
	Target Date	
	Location Description	Various Locations
	Planned Activities	Same as description.
12	Project Name	Huntington Park Library Homework Center
10	Target Area	City of Huntington Park
	Goals Supported	Provide Needed Community Services to Low/Mod Persons
	Needs Addressed	Priority Community Services
	Funding	CDBG: \$10,000 \$15,000
	Description	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.
	Target Date	
	Location Description	Huntington Park Library 6518 Miles Avenue, Huntington Park, CA 90255
	Planned Activities	Same as description.

13	Project	Police Department Leadership Empowerment and Discipline (L.E.A.D.) Program (formerly
11	Name	Juveniles At Risk, or "JAR" Program)
	Target Area	City of Huntington Park
	Goals Supported	Provide Needed Community Services to Low/Mod Persons
	Needs Addressed	Priority Community Services
	Funding	CDBG: \$15,000
	Description	This is a 20-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.
	Target Date	
	Location	City of Huntington Park, Police Department
	Description	6542 Miles Avenue, Huntington Park, CA 90255
	Planned Activities	Same as description.
14	Project	Hire HP Youth, Workforce, and Civic Engagement Program
12	Name	
	Target Area	City of Huntington Park
	Goals Supported	Provide Needed Community Services to Low/Mod Persons
	Needs Addressed	Priority Community Services
	Funding	CDBG: \$5,000
	Description	The Hire Huntington Park Youth, Workforce, and Civic Engagement Pilot Program is designed as a 7-week internship program targeting local Huntington Park high school juniors and seniors, as well as freshman college students. The program will provide support for local youth by building their workforce readiness skills and experience with local businesses and City departments. Interns will end their summer experience by attending a UCLA Unicamp whereby youth participants will participate in a one-week wilderness camping team building experience. Overall, the program provides tutoring, literacy, employment preparation, supportive services, and leadership development.
	Target Date	
	Location	Citywide.
	Description	
	Planned Activities	Same as Description.

14 13	Project Name	Community Beautification / Graffiti Removal
	Target Area	City of Huntington Park
	Goals Supported	Provide Needed Community Services to Low/Mod Persons
	Needs Addressed	Priority Community Services
	Funding	CDBG: \$60,000
	Description	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.
	Target Date	
	Location	Citywide.
	Description	
	Planned Activities	Same as Description.
15 14	Project Name	Fair Housing Services
	Target Area	City of Huntington Park
	Goals Supported	Provide Needed Community Services to Low/Mod Persons
	Needs Addressed	Priority Community Services
	Funding	CDBG: \$10,000
	Description	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.
	Target Date	
	Location	Citywide
	Description	
	Planned Activities	Same as description.

16	Project Name	Commercial Rehabilitation
15	Target Area	City of Huntington Park
	Goals Supported	Economic Opportunity
	Needs Addressed	Economic Opportunity
	Funding	CDBG: \$384,173
	Description	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.
	Target Date	
	Location	Various locations
	Description	
	Planned Activities	Same as description.
17	Project Name	Business Assistance and Economic Development
16	Target Area	City of Huntington Park
	Goals Supported	Economic Opportunity
	Needs Addressed	Economic Opportunity
	Funding	CDBG: \$25,000
	Description	The City's business assistance and economic development program, to be administered by the Hub Cities Consortium via a subrecipient agreement with the City of Huntington Park, will outreach to businesses in the city. The program, called the Huntington Park Business Assessment and Economic Development Program, will offer services including: free Labor Market Survey Analysis (LMSA); Business Needs Analyses (BNA); employment/job training; and job placement. The goal of Hub Cities Consortium is to offer valuable resources, expertise, and business assistance tools to the business community. 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.
	Target Date	
	Location	Community Development Department
	Description	6550 Miles Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.

18	Project Name	CDBG Administration
17	Target Area	City of Huntington Park
	Goals Supported	Planning for Housing and Community Development
	Needs Addressed	Other Housing and Community Development Needs
	Funding	CDBG: \$244,690
	Description	This program provides for the overall development, financial management, coordination and monitoring of the CDBG program, HUD communication, public participation, as well as planning and urban environmental design and studies. The implementing agency is the City Community Development Department.
	Target Date	
	Location	Community Development Department
	Description	6550 Miles Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.
19	Project Name	HOME Administration
18	Target Area	City of Huntington Park
	Goals Supported	Planning for Housing and Community Development
	Needs Addressed	Other Housing and Community Development Needs
	Funding	HOME: \$43,215
	Description	Funds provide for the overall development, management, coordination and monitoring of the HOME program as implemented by the Community Development Department.
	Target Date	
	Location	Community Development Department
	Description	6550 Miles Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.

AP-50 Geographic Distribution – 91.220(f)

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

The City utilizes CDBG and HOME funds for projects and programs operated citywide. However, the majority of CDBG-funded facility projects are targeted to the most-needy neighborhoods: those census tracts where 51% or more of the residents are low- or moderate-income. Of Huntington Park's twenty census tracts, seventeen are majority (>50%) low/mod income, and are thus designated "low/mod" tracts by HUD. Census tract 5326.03, block group 1, census tract 5335.03, block group 2, and census tract 5345.01, block group 1 are <50% low/mod and thus do not qualify as a low/mod tract per HUD guidelines. Subtracting the population in these three non-qualifying block groups (2,925) from the city's total population of 61,235 residents results in a balance of 58,310 low/mod residents.

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

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

Figure 1 depicts the geographic location of CDBG and HOME-funded activities to be undertaken in 2015/16, as well as low and moderate income areas throughout the City.

2015/16 Proposed Projects Map

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Based on the CHAS tables provided by HUD (extrapolated from 2007-2011 ACS data), the following summarizes two key housing problems in Huntington Park:

- **Renter Cost Burden:** Among Huntington Park's approximately 9,325 low and moderate income (<80% AMI) renter households, 5,998 (64%) face a cost burden of spending greater than 30% of income on rent. Over one-third of the City's low and moderate income renters face a severe cost burden, with 3,104 spending more than 50% of income on rent. As depicted in Figure 4, high levels of severe renter overpayment are located in neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.
- **Household overcrowding:** Defined as greater than one person per room, household overcrowding has decreased from 63% of all renters in 2000 to 48% a decade later (as documented by the 2007-2011 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 27% of renters in the City. Figure 5 depicts several neighborhoods with concentrations of severe renter overcrowding (over 45%): north of Florence immediately east of Santa Fe; the neighborhood on either side of State bound by Gage and Saturn; both sides of Pacific bound by Randolph and Slauson; and the northernmost portion of the city directly to the east of Santa Fe.

For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who often struggle with physical and mental health problems in addition to substance abuse issues.

In addition to the lack of affordable rental housing, the City's Consolidated Plan recognizes the need for owner and renter rehabilitation. The age of a community's housing stock can provide an indicator of overall housing conditions. Typically housing over 30 years in age is likely to need rehabilitation work to major elements of the structure, such as roofing, siding, plumbing and electrical systems. As a mature community, the majority of Huntington Park's housing stock consists of units older than 30 years of age. Among owner-occupied housing, 78% of units were constructed prior to 1980. Similarly, a substantial proportion of Huntington Park's rental housing is greater than 30 years in age (83%); this housing typically suffers more wear-and-tear from tenants than owner-occupied housing. Additionally, an estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	
Special-Needs	23
Total	23

Table 10 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	17
The Production of New Units	
Rehab of Existing Units	6
Acquisition of Existing Units	
Total	23

Table 11 - One Year Goals for Affordable Housing by Support Type

Discussion

The City is proposing to use HOME funds to continue the operation of a tenant-based rental assistance program targeted to Huntington Park seniors. Also, the City will implement a residential rehabilitation program to address the substandard issues described above. The City will also pursue an affordable housing project with a local Community Housing Development Organization (CHDO). The City will extend gap financing to acquire and support construction of affordable permanent rental housing, likely to be made available to transition aged youth (TAY). While a location is yet to be determined, the City will attempt to address the two key problems described above: 1) renter cost burden; and 2) household overcrowding.

AP-60 Public Housing – 91.220(h)

Huntington Park's Housing Assistance Voucher (formerly Section 8) rental assistance program is administered by the Los Angeles County Housing Authority (HACoLA). HACoLA's Housing Assistance Voucher program currently assists approximately 23,000 families through a partnership with over 13,000 property owners throughout the County. Within Huntington Park, HACoLA administers 458 tenant-based vouchers for low income households (November 2014). There is no public housing within Huntington Park. The inventory of 557 units of assisted rental housing in Huntington Park, and units at risk of conversion to market rate, is discussed in the Consolidated Plan, section MA-10.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

The Los Angeles Homeless Services Authority (LAHSA) coordinates the biennial Greater Los Angeles Homeless Count for the Los Angeles County/City Continuum of Care (LA CoC) as part of the national effort required by HUD to enumerate the homeless population. For purposes of reporting homeless count data to HUD, all Continua of Care use a “literal homeless” definition: “Men, women, and children who are:

- Sleeping in places not meant for human habitation, including on the street, in parks, along rivers, in backyards, unconverted garages, cars and vans, along freeways or under overpasses, and the like; or
- Sleeping in emergency shelters, safe havens, or transitional housing programs and were homeless upon entry to the program.”

LAHSA’s 2013 “point in time” count enumerated 58,423 homeless individuals in the County, reflecting a 16% increase from the 2011 count. Specifically for the Los Angeles CoC (LA CoC excludes the cities of Glendale, Pasadena and Long Beach), LAHSA reports a population of 53,798 homeless individuals, up by over 8,000 persons since 2011. Of this number, 12,934 are sheltered, 22,590 are unsheltered, and 18,274 are “hidden homeless,” meaning homeless persons who would not have been seen in the street or shelter count.

Table 12 – Changes in Homeless Population in LA CoC (Including Hidden Homeless) 2011-2013

	Sheltered Homeless		Unsheltered Homeless		Hidden Homeless		Total	
	#	%	#	%	#	%	#	% of County
2011	16,882	37%	17,740	39%	10,800	24%	45,422	
2013	12,934	24%	22,590	42%	18,274	34%	53,798	93%
Changes	-3,948	-23%	+4,850	27%	+7,474	69%	+8,376	18%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

Furthermore, 46,303 are single adults, 6,678 are families with children, and 817 are unaccompanied youth. Over 70 percent of the total number of homeless persons were male. Finally, shelter counts fell 23% since 2011: emergency shelters fell over 34 percent from 9,855 in 2011 to 6,468 in 2013; transitional shelters fell almost 8 percent from 6,982 in 2011 to 6,445 in 2013; and safe haven shelters decreased over 50 percent from 45 in 2011 to 21 in 2013.

Table 13 – Changes in LA CoC Homeless Population, 2011-2013

	Single Adults		Family Members		Unaccompanied Youth		Total	
	#	%	#	%	#	%	#	%
2011	35,838	79%	9,218	20%	366	1%	45,422	100%
2013	46,303	86%	6,678	12%	817	2%	53,798	100%
Changes	+10,465	+29%	-2,540	-28%	+451	+123%	+8,376	18%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

Table 14 – Changes in LA CoC Shelter Counts, 2011-2013

	Emergency Shelters		Transitional Shelters		Safe Haven Shelters		Total	
	#	%	#	%	#	%	#	%
2011	9,855	58%	6,982	41%	45	.3%	16,882	100%
2013	6,468	50%	6,445	50%	21	.2%	12,934	100%
Changes	-3,387	-34%	-537	-8%	-24	-53%	-3,948	-23%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

According to LAHSA, the increase in the homeless population over just the last few years can be attributed to a continuing, persistent recession; loss of critical resources under the American Recovery and Reinvestment Act; a lack of affordable housing options for low income households and increasing rental rates; prison realignment which released prisoners without adequate funding and coordination of services and housing options; less Federal McKinney-Vento funding because of the new use of CDBG funding formulas; and in-migration of homeless persons to Los Angeles County.

While the homeless counts display an increase from 2011 to 2013 in the LA CoC as a whole, certain smaller geographic areas show differing trends. To explain, LAHSA has further divided the County into eight geographic areas designated as Service Planning Areas (SPA's) to provide better local control and planning efforts. The East Los Angeles Service Planning Area (SPA 7) which includes the city of Huntington Park, had a total homeless population of 2,430 persons, down 24 percent from 3,208 persons in 2011 (excludes hidden homeless). Of this population, 78 percent (1,901) are single adults, 21 percent (499) are family members, and 1 percent (30) are unaccompanied youth. Additionally, 37 percent (897) are sheltered, and 63 percent (1,533) are unsheltered. The 2013 shelter counts for SPA 7 include the following:

- Emergency Shelters: 151 beds, 111 units
- Transitional Housing: 679 beds, 517 units
- Permanent Supportive Housing: 924 beds, 361 units
- Winter Shelter Program: 64 beds, 64 units

Included in the Permanent Supportive Housing count is Huntington Park's Mosaic Gardens at Huntington Park project which includes 34 beds in 23 units. The project was developed by LINC Housing with the assistance of Federal HOME dollars from the City of Huntington Park.

Huntington Park's homeless population is estimated to range between 30-50 persons. City Code Enforcement staff indicate there are approximately 30 chronic homeless in the City, consisting predominately of single men. According to City staff, a large majority of the City's homeless are chronic substance abusers, have been homeless for several years and are more service resistant than those who have only been homeless for a short period of time. While staff reports no "visible" homeless families, the City is the only jurisdiction in the immediate area that allows overnight street parking, and as a result temporarily homeless individuals and families from the greater area come to Huntington Park to sleep in their cars overnight.

Despite Huntington Park's relatively limited homeless population given the City's size, a much larger segment of the community is at risk of becoming homeless. Over one-quarter of the City's residents live below the poverty line, with 44 percent of female-headed households with children in poverty, placing them at particular risk of homelessness. Another at-risk group includes the approximately 450 households in Huntington Park receiving Section 8 vouchers. While many of the aforementioned households are not living in shelters or on the street, many face problems of overcrowding and overpayment in an effort to afford housing. Others may live with friends or relatives or in substandard units such as converted garages.

Rising rents in Huntington Park have placed many lower-income persons at greater risk of homelessness. In particular, family households and single mothers are vulnerable due to the high costs associated with childcare. Rent increases have also hurt those with low-wage jobs. A lack of available Section 8 vouchers as well as a decline in apartment owners willing to accept these vouchers also places households at risk.

Almost all service agencies cited a need for more affordable housing in Huntington Park. Affordable housing for special needs groups such as large families and single mothers with children was seen as critical to alleviating overcrowding and preventing homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

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

Addressing the emergency shelter and transitional housing needs of homeless persons

Huntington Park addresses the emergency and transitional needs of the homeless and other persons needing shelter by actively participating in programs administered by public and quasi-public agencies. While no emergency shelters are located in Huntington Park, a 340 bed regional shelter is located in the adjacent city of Bell. The Bell Shelter, operated by the Salvation Army, provides emergency and transitional care for up to 340 homeless adults, including 154 in the shelter, 128 in the drug and alcohol program, and 49 in longer-term transitional housing. In addition to a place to stay, the Bell Shelter provides case management; substance abuse rehabilitation; counseling; on-site health care and medical referrals; computer training, job training and job search program; veterans' reintegration program; and life skills classes. On-site

adult education classes are offered through the LA Unified School District, which can lead to various vocational certificates. ESL classes are also offered. Bell Shelter collaborated with the County of Los Angeles Department of Mental Health and the Veterans Administration to provide a new, 76,000-foot renovated shelter, targeting homeless, mentally ill, veterans and persons seeking alcohol and drug recovery.

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

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

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

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

In an ongoing effort to continue to address the needs of the homeless and those at risk of homelessness, the City will include a greater focus on the development of sustainable and effective programming, which will consist of: applying for short and long-term available funding; partnerships with experienced service providers capable of leveraging other funding; the ability to create or secure affordable housing; perform homeless case management; and engage the homeless through a street outreach component in order to connect them to available

services. The City's goal is to expand on current homeless programs and activities with a greater emphasis on homeless veterans and families to assist with their successful transition toward self-sufficiency.

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

Huntington Park will continue to contract with a fair housing provider to provide a wide range of fair housing services to ensure equal housing opportunities for its residents.

Homeless individuals or families and those at-risk of homelessness have the opportunity to get connected to supportive services, treatments, public resources and support groups through the Salvation Army and Southeast Churches Service Center (SCSC). The City supports both of these organizations through CDBG funds.

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

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

Huntington Park has a strong history of supporting affordable housing. The City has adopted numerous provisions in its Zoning Ordinance that facilitate a range of residential development types and encourage affordable housing, including flexible development standards for affordable housing, a density bonus ordinance, and reasonable accommodation procedures for persons with disabilities. In addition, the City and its former Redevelopment Agency have provided direct financial assistance to support affordable and mixed income housing projects. The loss of Redevelopment Housing Funds, combined with reductions in federal HOME funds, will, however, dampen the level of future affordable housing production in the City.

In addition to funding constraints, the primary barrier to the provision of affordable housing in Huntington Park is the lack of vacant land suitable for residential development. Separate owners of smaller parcels hold much of the underdeveloped and residentially zoned land in the City. This calls for alternative policy tools such as lot consolidation and/or demolition of existing older structures to accommodate higher density infill development.

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

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

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

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

To specifically address the removal of barriers for persons with disabilities, Huntington Park recently adopted a Reasonable Accommodation Ordinance. The Ordinance clearly sets forth the

procedures under which a disabled person may request a reasonable accommodation in application of the City's land use and zoning regulations. Such a request may include a modification or exception to the requirements for siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers. Reasonable accommodation requests may be approved administratively the Community Development Director, eliminating the requirement for the disabled applicant to undergo a zoning variance.

AP-85 Other Actions – 91.220(k)

Actions planned to address obstacles to meeting underserved needs

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

- 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 will continue existing partnerships with both for-profit and not-for-profit organizations.
- The City has restructured its use of HOME funds to concentrate on both affordable rental housing and homeowner rehabilitation programs.
- The City is currently addressing certain housing needs with federal funds such as availability, condition, and fair housing practices to prevent homelessness.
- The City is also addressing community development needs with federal funds such as infrastructure, improving public facilities and code enforcement.

Actions planned to foster and maintain affordable housing

The City's Consolidated Plan has identified the preservation of existing, and the creation of new, affordable housing as a priority need during the 2015/16 – 2019/20 timeframe. During FY 2015-16, the City proposes to use HOME funds on an affordable housing project which will be made available to low and moderate income households at restricted rents. While a site for an affordable housing project is yet to be determined, the City will endeavor to alleviate household overcrowding and renter cost burden, while at the same time, addressing the fundamental need for affordable housing for those at-risk of being homeless, three of the main housing issues described in the Consolidated Plan.

In past years, the City has provided funding support to local public service agencies such as the Salvation Army and Southeast Churches Service Center to that address the service needs of the homeless and those at risk of becoming homeless. However, continued reductions in the City's CDBG entitlement, has resulted in the cutback of funding the Salvation Army in recent years. The City hopes to reinstate funding support in the future should CDBG entitlement amounts increase.

The City has also provided tenant based rental assistance to seniors in Huntington Park to help maintain their housing at affordable levels. The TBRA program ended in mid-2015.

Actions planned to reduce lead-based paint hazards

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

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

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

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

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

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

Lastly, the City's Minor Home Repair program can provide weatherization services, and as needed exterior paint, and perform healthy home interventions focusing on repairs for integrated pest

management, moisture problems, smoke alarms, and correction or replacement of faulty appliances.

Actions planned to reduce the number of poverty-level families

The 2007-2011 American Community Survey reported that one-fourth of City residents had incomes below the poverty level. Of greatest concern is an increase in the number of individuals and families becoming homeless or at risk of becoming homeless due to poor economic conditions. Major factors affecting the increase in poverty are unemployment and underemployment and climbing costs, especially of safety-net expenditures like insurance and health care.

Based on the Consolidated Plan's Needs Assessment and available resources for program year 2015-16, the City will allocate available resources (CDBG and HOME) to support public service programs for the benefit of low to moderate-income residents. The City will also expand and create new partnerships with service providers and community based organizations to provide community enrichment programming, affordable housing, case management services, and the development of life skills and self-sufficiency. These actions will be achieved by:

- Creating new affordable housing by leveraging limited funding resources with private, federal, and state governmental subsidies and grants.
- Allocating 15 percent of CDBG entitlement funds for public services to increase family stability for lower income households.
- Enhancing employment opportunities for all residents and promoting self-sufficiency. This includes creating job opportunities, additional tax revenue, new investment opportunities and overall community improvement to Huntington Park residents by supporting existing businesses and bringing additional economic investment to the City.

Additionally, the City encourages the efforts of social service providers, government, housing providers/developers and the private sector to provide services and development programs that enhance job opportunities for Huntington Park residents, particularly low-income persons.

The City will fully comply with Section 3 of the Housing and Community Development Act, which helps foster local economic development and individual self-sufficiency. This set of regulations require that to the greatest extent feasible, the City will provide job training, employment, and contracting opportunities for low or very low-income residents in connection with housing and public construction projects.

Actions planned to develop institutional structure

As the recipient of CDBG and HOME funds, the City has delegated the Community Development Department to be the lead department 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 City will work with non-profit agencies, for-profit developers, advocacy groups, clubs, and organizations, neighborhood leadership groups, City departments and with the private sector to implement the City's five-year strategy to address the priority needs outlined in the Consolidated Plan for Fiscal Years 2015/2016 – 2019/2020. Engaging the community and stakeholders in the delivery of services and programs for the benefit of low to moderate residents will be vital in overcoming gaps in service delivery. The City will also utilize public notices, Community Workshops and Meetings (as appropriate), the City's website, and other forms of media to deliver information on carrying out the Consolidated Plan strategies.

Actions planned to enhance coordination between public and private housing and social service agencies

In an ongoing effort to bridge the gap of various programs and activities, the City has developed partnerships and collaborations with local service providers and City departments that have been instrumental in meeting the needs and demands of the homeless, low income individuals and families, and other special needs. Over the years, the City has expanded partnerships and created new ones along the way. The array of partners includes, but are not limited to: The Huntington Park Police, Parks and Recreation, and Public Works Departments; Oldtimers Housing Development Corporation; Southeast Churches Service Center, Los Angeles Legal Center; the Salvation Army; the YMCA; and the Los Angeles Homeless Services Authority (LAHSA) (Los Angeles County Continuum of Care). During FY 2015-16, the City will continue to develop these partnerships.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

The City of Huntington Park participates in HUD's CDBG Program that is used for creating decent affordable housing, suitable living environments, and economic opportunities. The new program year (2015-16) will begin on July 1, 2015. The FY 2015-16 CDBG allocation is \$1,273,451.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	The City's program income for FY 2015-16 has been programmed.
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	The City does not participate in a Section 108 Loan Guarantee Program.
3. The amount of surplus funds from urban renewal settlements	The City does not receive any urban renewal settlement funds.
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	At this time, there have been no additional grant funds returned to the line of credit for new activities or programs.
5. The amount of income from float-funded activities	The City's CDBG Program does not receive income from float-funded activities.
Total Program Income	Total Program Income anticipated in FY 2015-16 is \$0.

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low to moderate income.	80%

The City's CDBG Program will not have activities to fund in FY 2015-16 under Urgent Needs.

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

The City of Huntington Park participates in HUD's HOME Program that can be used to promote affordable housing in the City through activities such as homeowner rehabilitation, homebuyer activities, rental housing development, and tenant-based rental assistance. The 2015-16 Program Year will commence on July 1, 2015. The FY 2015-16 HOME allocation is \$432,150.

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City will provide grants, interest-bearing and non-interest-bearing deferred payment loans or residual receipts loans permitted under 24 CFR 92.206 (b) (1). The City will not institute other forms of investment forms not described in the aforementioned section nor provide loan guarantees described under 24 CFR 92.206 (b) (21).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Huntington Park is not proposing any homebuyer activities in FY 2015-16, however the following resale or recapture guidelines will apply should the City opt to fund these homebuyer activities:

HOME Loan. The City provides a "silent second" deferred trust deed mortgage to fund the difference between the market sales price (up to a maximum sale price established by HUD) and a mortgage amount that will provide an affordable housing cost to low and moderate-income households. The City loan is structured as a junior deferred loan to allow the borrower's repayment ability to be fully utilized under the primary loan. The City HOME loan will be recorded as a lien on the property, and will be due upon sale or transfer of title or when the borrower no longer occupies the home as his/her principal residence as required under 24 CFR 92.254. Homebuyers will sign a HOME Agreement pursuant to §92.504(c)(5) of the HOME rule, which outlines the affordability restrictions and recapture guidelines, as well as a Promissory Note and Deed of Trust.

Affordability Requirements. The affordability period in connection with the resale of HOME-assisted units will be 30 years.

Recapture Provisions. Should the property cease to be the principal residence of the homebuyer, the City will recapture the full amount of HOME investment (HOME subsidy) to the extent there are net proceeds following the sale of the property and repayment of non-HOME loan repayments and closing costs. Net proceeds are defined as the amount of sale proceeds remaining (if any) after payment of any superior loan(s) (non-HOME funds) and customary closing costs. This limitation applies regardless of the nature of the sale (voluntary sales including short sales, and involuntary sales including foreclosures). This indebtedness becomes due and payable upon sale or transfer of the property, prior to the expiration of the period of affordability, to the extent there are sufficient "net proceeds". If upon the voluntary or involuntary sale of the property prior to the expiration of the period of

affordability there are insufficient net proceeds to pay the balance remaining of the City HOME loan, the Homebuyer is relieved from any further obligation to pay the indebtedness.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City does not propose to use HOME funds for a homebuyer program. However, should the City decide to fund such a program, Protocols will be developed to include the following characteristics:

- The City loan is structured as a junior deferred loan to allow the borrower's repayment ability to be fully utilized under the primary loan. The City HOME loan will be recorded as a lien on the property, and will be due upon sale or transfer of title or when the borrower no longer occupies the home as his/her principal residence as required under 24 CFR 92.254. Homebuyers will sign a HOME Agreement pursuant to §92.504(c)(5) of the HOME rule, which outlines the affordability restrictions and recapture guidelines, as well as a Promissory Note and Deed of Trust.
- Affordability Requirements. The affordability period in connection with the resale of HOME-assisted units will be 30 years.
- Recapture Provisions. Should the property cease to be the principal residence of the homebuyer, the City will recapture the full amount of HOME investment (HOME subsidy) to the extent there are net proceeds following the sale of the property and repayment of non-HOME loan repayments and closing costs. Net proceeds are defined as the amount of sale proceeds remaining (if any) after payment of any superior loan(s) (non-HOME funds) and customary closing costs. This limitation applies regardless of the nature of the sale (voluntary sales including short sales, and involuntary sales including foreclosures). This indebtedness becomes due and payable upon sale or transfer of the property, prior to the expiration of the period of affordability, to the extent there are sufficient "net proceeds". If upon the voluntary or involuntary sale of the property prior to the expiration of the period of affordability there are insufficient net proceeds to pay the balance remaining of the City HOME loan, the Homebuyer is relieved from any further obligation to pay the indebtedness.

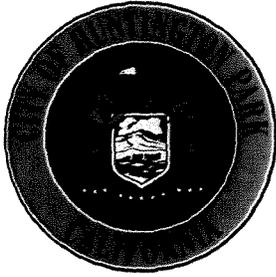
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City does not propose to provide refinancing with HOME funds as described under 24 CFR 92.206(b). However, when lending HOME funds for single-family dwellings, the City may find it necessary to allow refinancing to permit or continue affordability under §92.252. If so, the City will amend its Consolidated Plan to describe refinancing guidelines that include the following refinancing general guidelines:

- a) Demonstrate the rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
- b) Require review of management practices to demonstrate that disinvestment in the property has not occurred, that the long-term needs of the project can be met and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.

- c) State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
- d) Specify the required period of affordability, whether it is the minimum 15 years or longer.
- e) Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area.
- f) State that HOME funds cannot be used to refinance multifamily loans made or insured by any Federal program, including CDBG.

Appendix - Alternate/Local Data Sources



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 2, 2016

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:

DISCUSSION AND/OR ACTION TO APPROVE SUBRECIPIENT AGREEMENTS WITH HUB CITIES CONSORTIUM TO ADMINISTER THE HUNTINGTON PARK YOUTH EMPLOYMENT, CIVIC ENGAGEMENT AND ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE PILOT PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the subrecipient agreements with HUB Cities Consortium using Community Development Block Grant (CDBG) funds to administer the Huntington Park Youth Employment, Civic Engagement and Economic Development Business Assistance Pilot Programs; and
2. Authorize City Manager to sign agreements.

BACKGROUND

On May 2, 2015, the City Council adopted fiscal year 2015-16 U.S. Department of Housing and Urban Development, Annual Action Plan for CDBG and HOME Funds. The Annual Action Plan identified eligible programs, projects and activities the City is proposing to undertake during the fiscal year with CDBG and HOME funds.

Currently, the City budgeted CDBG funds for an economic development program to assist existing businesses with technical assistance and job creation. Staff requested HUB Cities Consortium to submit a proposal to administer a business assistance program and youth employment program.

HUB Cities Consortium is proposing to implement and administer a business assistance program to assist local businesses to grow with the goal of creating jobs coupled with a youth employment and civic engagement program.

DISCUSSION AND/OR ACTION TO APPROVE SUBRECIPIENT AGREEMENTS WITH HUB CITIES CONSORTIUM TO ADMINISTER THE HUNTINGTON PARK YOUTH EMPLOYMENT, CIVIC ENGAGEMENT AND ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE PILOT PROGRAM

February 2, 2016

Page 2 of 3

If the program is approved the City and HUB Cities Consortium will enter into Subrecipient Agreement to administer the two programs using CDBG funds.

FISCAL IMPACT/FINANCING

The Economic Development program has already been budgeted in the City budget in account number 239-5035-465.56-41

The new Huntington Park Youth Employment and Civic Engagement (HPYECE) will require a budget adjustment from the existing CDBG allocation of public service funds. In a separate action by the City Council the Annual Action Plan will be amended to cancel three existing programs funded under account numbers 239-5210-463.57-85, 239-5210-463.57-83 and 239-7010 (L.E.A.D), making \$5,000 available for the Huntington Park Youth Employment and Civic Engagement program. A new account number will be need to be created under account number 239-5210-463.57-XX to transfer funds into for the HPYECE.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The HUB Cities (HCC) proposed business assessment program will provide local business access to HCC their Business Assistance program and Business Assistance team which will provide the following resources:

1. Job posting service: Business can post and outreach job opening at HCC.
2. Business Needs Assessment: Provide an analysis of the business needs such as job training, labor market information, financing and marketing
3. Business Resource Center: access to resource materials such as videos, CD, books, newspaper and various periodicals; facility usage to conduct interviews; as well use as of the computer, fax and copiers for the employee.
4. Employer Incentive Programs: provide access to state and federal tax credits incentives

HCC proposes to do the following tasks for the City under the program:

1. Reach out to 600 business in the City
2. Complete 200 labor needs analysis
3. Complete 80 business needs analysis
4. Connect 12 employers who need employee training
5. Connect with 12 trained workers to a job opening
- 6.

The City will provide a grant of \$24,000 from CDBG funds towards the program. HCC proposes to leverage \$42,487 of their own funds towards the program.

HCC will also administer and implement a Huntington Park Youth Employment and Civic Engagement Pilot Program. The program is designed as a 7 week internship

DISCUSSION AND/OR ACTION TO APPROVE SUBRECIPIENT AGREEMENTS WITH HUB CITIES CONSORTIUM TO ADMINISTER THE HUNTINGTON PARK YOUTH EMPLOYMENT, CIVIC ENGAGEMENT AND ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE PILOT PROGRAM

February 2, 2016

Page 3 of 3

program targeting local Huntington Park High School juniors, seniors and freshmen college students that live within City of Huntington Park boundaries. The program is geared to prepare our local youth to become workforce ready by providing them skills and experience within City departments and local businesses. The program will include the following components:

1. Comprehensive education
2. Employment preparation
3. Supportive service
4. Leadership development

The program interns will end their work experience by attending a University of California at Los Angeles (UCLA) Unicamp. A one week wilderness camping team building experience. The program will provide each participant with a \$1000 stipend after they successfully complete the program.

The Youth Hiring program under the CDBG guideline is considered a public service active and funding is limited to 15% of entire City's CDBG allocation. For the current program year of FY 2015-16 there will be approximately \$5,000 of CDBG funds available for the pilot program. Staff foresee continuing the program into fiscal year 2016-17, when additional funds are available to allocate additional funds towards the program to assist more students.

CONCLUSION

That the City Council approve the programs with HUB Cities Consortium and allow the City Manager to execute the subrecipient agreements.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENTS

- A. HUBCITIES Proposal: Business assistance program
- B. HUBCITIES Proposal: Youth Hiring program

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE
CITY OF HUNTINGTON PARK
AND THE
HUB CITIES CONSORTIUM**

This Agreement is made and entered into this 19st day of January, 2016, by and between the CITY OF HUNTINGTON PARK, hereinafter referred to as "CITY," and the HUB CITIES CONSORTIUM, hereinafter referred to as "SUBRECIPIENT." The project is to be identified as the HUNTINGTON PARK BUSINESS ASSISTANCE PROGRAM hereinafter referred to as "PROJECT" OR "PROGRAM".

PURPOSE

This Agreement sets forth the responsibilities of CITY and SUBRECIPIENT in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended. The CDBG program and funds related thereto are referred to from time to time as the "CDBG PROGRAM" or "CDBG FUNDS".

CITY agrees to engage the services of SUBRECIPIENT, and SUBRECIPIENT agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

The parties mutually agree as follows:

1. SUBRECIPIENT'S SERVICES

SUBRECIPIENT agrees to perform all tasks, obligations, and services set forth in the "Subrecipient Scope of Services & Budget" attached to this Agreement as Exhibit A and incorporated into this Agreement by this reference.

2. PAYMENT FOR SERVICES

SUBRECIPIENT shall be compensated as follows:

- a) Amount. It is expressly agreed and understood that the total amount to be paid by the CITY under this agreement shall not exceed Twenty Five Thousand Dollars (\$25,000). Payment may be

contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standard specified in OMB Circular A-87.

- b) Not Exceed. Compensation under this agreement shall not exceed \$25,000. If the costs of services provided exceed \$25,000, the SUBRECIPIENT shall pay all additional costs. If the cost of services provided is less than \$25,000, the CITY shall retain all unused funds.
- c) Budget. Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in the "Subrecipient Scope of Services & Budget" in Exhibit A herein incorporated into this Agreement by this reference. The compensation shall be paid at the time and manner set forth in the "Schedule of Compensation" in Exhibit B.

3. AVAILABILITY OF FUNDS/MODIFICATIONS

The City's provision of funding to SUBRECIPIENT pursuant to this Agreement is contingent on the availability of CDBG FUNDS and continued federal authorization for CDBG PROGRAM activities, and is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification and termination as necessary by CITY in accordance with requirements contained in any future Federal legislation, regulations or CITY policy. All other modifications must be in written form and approved by both parties.

4. OBLIGATIONS OF FUNDS

SUBRECIPIENT shall not obligate any funds, incur any costs, or initiate identified project(s), which are the subject of the Agreement, until all environmental review has been completed and certified by CITY's Community Development Department and CITY has issued a written "Authorization to Obligate Funds and Incur Costs."

5. TERM OF AGREEMENT

The term of this Agreement shall be from January 19, 2016 to June 30, 2016.

6. TIME FOR PERFORMANCE

SUBRECIPIENT shall not perform any work under this Agreement until (i) SUBRECIPIENT furnishes proof of insurance as required under Section 22 of this Agreement, and (ii) CITY gives SUBRECIPIENT a written, signed and numbered purchase order or other Authorization to obligate funds and incur costs. All services required of SUBRECIPIENT under this Agreement shall be completed on or before the end of the term of the Agreement.

7. DESIGNATED REPRESENTATIVE

- a) The CITY's representative is as follows:

Name and Title: Manuel Acosta, Economic Development Manager
Address: 6550 Miles Avenue, Huntington Park, CA 90255
E-Mail Address: MAcosta@hpca.gov
Telephone Number: (323) 584-6213

- b) The SUBRECIPIENT's representative, who shall be responsible for job performance, negotiations, contractual matters, coordination with the CITY Representative is as follows:

Name and Title: Jose Martinez, Executive Director of HUB Cities Consortium
Address: 2677 Zoe Avenue, Huntington Park, CA 90255
E-mail Address: JMartinez@hubcities.org
Telephone No.: (562) 940-8400

The SUBRECIPIENT's professional services shall be actually performed by, or shall be immediately supervised by, the SUBRECIPIENT's representative.

8. COMPLIANCE

SUBRECIPIENT agrees that it undertakes hereby the same obligations to CITY that CITY has undertaken to HUD pursuant to CITY's CDBG application and certifications. The obligations undertaken by SUBRECIPIENT include, but are not limited to, the obligation to comply with all federal laws and regulations describe in Subpart K of 24 CFR Part 570 and specifically with each of the following:

- a) The Housing and Community Development Act of 1974 (Public Law 93-383) as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983; and the Housing and Community Development Act of 1987.
- b) Final regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations commencing with Section 570.1) dated September 6, 1988; and revisions to 24 CFR Part 570 at Subpart J entitled "Grant Administration" and dated March 11, 1988.
- c) Regulations of the Department of Housing and Urban Development relating to environmental review procedures for the Community Block Grant program (Title 24, Subtitle A, Part 58 of the

Code of Federal Regulations, commencing at Section 58.1) except that SUBRECIPIENT does not assume CITY's environmental responsibilities.

- d) Local and State civil rights laws, Title VI of the Civil Rights Act of 1964 as amended (P.L. 88-352), Title VIII of the Civil Rights Act of 1968 as amended, and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- e) Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- f) Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted project. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of the Agreement.
- g) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and regulations adopted to implement the Act in the Code of Federal Regulations, Title 24, Part 42; 49 CFR Part 24; and 24 CFR 570.606 (b).
- h) Equal Employment Opportunity and Affirmative Action (EEO/AA); The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- i) Women- and Minority-Owned Business Enterprise (W/MBE); The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage

Americans, Asian Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- j) Administrative regulations, including, but not limited to, applicable Sections of Department of Housing and Urban Development regulations located at:
1. 24 CFR Part 85 entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments" and referred to as the "Common Rule";
 2. OMB Circular A-87 entitled "Cost Principles Applicable to Grants and Contracts with State and Local Governments and Indian Tribes." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
 3. OMB Circular No. A-128 entitled "Audits of State and Local Governments" (implemented at 24 CFR part 44);
 4. OMB Circular A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations";
 5. OMB Circular A-122 entitled "Cost Principles for Non-Profit Organizations";
 6. OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profits." SUBRECIPIENT records with respect to any matters covered by this agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning SUBRECIPIENT audits and OMB Circular A-133.
- k) Unless specified otherwise within this Agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40 – 48.
- l) SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of

Historic Properties, and any and all local ordinances insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

- m) The Labor Standards Regulations set forth in Section 570.603 of 24 CFR Part 570; and HUD Handbook 1344.1; requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended; the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- n) The Architectural Barriers Act of 1968 (42 U.S.C. Section 4151 and the Americans with Disabilities Act of 1990 (ADA).
- o) The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.). SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of this Act.
- p) The Flood Disaster Protection Act of 1973 (Public Law 93-234 and the regulations adopted pursuant thereto) Section 202(a) and the regulations in 44 CFR parts 59 through 79. SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under

the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

- q) The Clean Air Act (42 U.S.C. Chapter 85) and the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.) and the regulations adopted pursuant thereto.
- r) Executive Order 12372, which requires State Clearinghouse review and comment of any CDBG project for the planning, construction, reconstruction, and/or installation of water or sewer facilities.
- s) Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b)). SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- t) Provision of 24 CFR Part 24 regarding use of debarred, suspended, or ineligible contractors or subcontractors.
- u) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- v) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- w) OSHA; Where employees are engaged in activities not covered under the Occupational Safety Act of 1970 (OSHA), they shall not be required or permitted to work, be trained, or receive services in buildings that are unsanitary, hazardous, or dangerous to the participants' health or safety.

SUBRECIPIENT further agrees to comply with any environmental, procurement, construction, and other guidelines provided by CITY.

As required by Section 33, SUBRECIPIENT shall obtain any necessary permits, licenses and certificates that may be necessary for its performance under this Agreement. Failure to meet established performance goals and standards and/or non-compliance with applicable rules and regulations shall

constitute non-compliance with the terms of this Agreement. The CITY is entitled to use one or more of the following remedies for non-compliance: temporarily withhold cash payments pending correction of deficiencies by SUBRECIPIENT; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the SUBRECIPIENT's program; withhold further awards for the program; and/or take other remedies that may be legally available.

9. INDEPENDENT CONTRACTORS

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. All persons employed for the performance of services and functions hereunder shall be officers, agents, or employees (including volunteers) of SUBRECIPIENT and shall not be deemed to be those of CITY; no CITY officer, agent, or employee shall be under control or supervision of SUBRECIPIENT, and no SUBRECIPIENT officers, agents or employees (including volunteers), shall have any entitlement to wages, pension, civil service, or any status or rights with CITY. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

10. SUBCONTRACTS

SUBRECIPIENT shall incorporate the same or substantially equivalent requirements as are contained in this Agreement in all subcontracts which utilize any CDBG FUNDS and/or support any CDBG PROGRAMS(s) covered by this Agreement; when PROGRAMS(s) utilize(s) CDBG FUNDS and other funding sources, all FUNDS shall be subject to CDBG regulations. SUBRECIPIENT, by entering into any such subcontract for performance of any portion of its CDBG PROGRAM, is not relieved of its responsibilities to CITY as set forth in this Agreement.

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the CITY prior to the execution of such agreement.

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

The SUBRECIPIENT shall insure that all subcontracts let into the performance of this agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

11. NON-DISCRIMINATION/GRIEVANCE PROCEDURES

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279 and all local ordinances. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

No person with responsibilities in the operation of any project under this Agreement will discriminate because of race, creed, color, national origin, age, sex, political affiliation, handicap, beliefs, or marital or familial status.

SUBRECIPIENT will ensure that every effort is made to provide equal opportunity to every potential minority and women's business vendor, contractor and subcontractor.

12. SECTION 3 CLAUSE

- a) Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subcontractors, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual and/or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notification. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontract. The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

13. STANDARD OF CONDUCT/CONFLICT OF INTEREST AND LOBBYING

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 and 570.611.

No member, officer or employee of SUBRECIPIENT or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program activities assisted under this Agreement.

No member, officer or agent of the SUBRECIPIENT shall participate in the selection of in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this Section, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the SUBRECIPIENT, or any designated public agency.

By entering into this Agreement, SUBRECIPIENT certifies:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and other federal disclosure forms as requested.
- c) SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. FISCAL CONTROL

The SUBRECIPIENT agrees to comply with 24 CFR 84.21 – 28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. SUBRECIPIENT shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The SUBRECIPIENT shall establish such fiscal controls and fund accounting procedures as required by Federal regulations, or as may be deemed necessary by HUD and CITY to ensure the proper disbursement of, and accounting for, funds paid to the SUBRECIPIENT under the CDBG PROGRAM.

- a) Disbursement of Funds: CDBG FUNDS shall be disbursed by CITY to SUBRECIPIENT on a reimbursement for actual expenses basis.
- b) Deposit of Funds: SUBRECIPIENT shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG FUNDS. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100 per year (which may be retained for related administrative expenses) must be returned at least quarterly to the U.S. Department of Housing and Urban Development (HUD) via the CITY. Deposits in minority banks are encouraged.

SUBRECIPIENT subject to OMB Circular A-110 shall deposit funds in an account requiring two signatures for disbursement and shall submit to CITY specimen signatures for all authorized signatories prior to receipt of funds.

CITY agrees to pay SUBRECIPIENT progress payments at the time and in the manner set forth in the "Schedule of Compensation," Exhibit C. Payment by CITY is not to be construed as final in the event HUD disallows reimbursement for the project or any portion thereof. Reasonable back-up documentation, as specified by CITY, shall be submitted by SUBRECIPIENT with request for payment.

SUBRECIPIENT shall be liable for all amounts which are determined to be due by HUD including, but not limited to, disallowed costs which are the result of SUBRECIPIENT's or its contractor's conduct under this Agreement. SUBRECIPIENT shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between CITY and HUD arising from this Agreement.

All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 18 of this Agreement.

If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the CITY for approval, in a form specified by the CITY.

15. PROGRAM INCOME

SUBRECIPIENT shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the SUBRECIPIENT may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

16. REVERSION OF ASSETS

Upon expiration of this Agreement, SUBRECIPIENT shall transfer to the CITY any CDBG FUNDS in SUBRECIPIENT's control at the time of expiration and any accounts receivable attributable to the use of CDBG FUNDS. Further, any real property under SUBRECIPIENT's control that was acquired and/or improved in whole or in part with CDBG FUNDS (including CDBG funds provided to the SUBRECIPIENT in the form of a loan) in excess of \$25,000 shall be either:

- a) Used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, the length of time to be further prescribed by mutual agreement of the parties and delineated in this Agreement. If the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the CITY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The SUBRECIPIENT may retain real property acquired or improved under this agreement after the expiration of the five-year period or for a longer period of time, as the CITY deems appropriate.
- b) Disposed of in such manner that CITY is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG FUNDS for acquisition and/or improvement of such property. The payment is Program Income to the recipient.

17. EQUIPMENT

Equipment, which shall be defined as tangible, nonexpendable, personal property having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more per unit, is eligible for purchase using CDBG FUNDS only upon prior approval of CITY and subject to 24 CFR Part 570.207(b)(1). Such equipment shall be used by SUBRECIPIENT in the project for which it was acquired as long as needed, regardless of whether such project continues to be supported by Federal funds; at the time, equipment may be used in other activities currently or previously supported by a Federal agency. Use of such equipment is also subject to provisions of 24 CFR Part 85.32(c)(2)(3) and (4). SUBRECIPIENT shall also establish procedures for managing equipment, which meet the requirements of 24 CFR Part 85.32(d). Further, proceeds from disposition of such equipment shall be treated as program income as specified in Section 15 and 16 of this Agreement.

18. RECORDS AND REPORTS

SUBRECIPIENT agrees to supply to CITY, on a minimum quarterly basis, any progress reports and/or other documentation as may be required by CITY to audit performance of this Agreement and/or to enable CITY to analyze and evaluate utilization of SUBRECIPIENT's program. SUBRECIPIENT shall maintain separate accounting and financial records for each funding (revenue) source in support of the project(s).

- a) Payment Request. SUBRECIPIENT shall submit a Payment Request and supporting documents for payment to CITY's Community Development Department by the 15th of each month. Payment of accurate and approved Payment Requests may be submitted no more often than once a month and no less often than once every three (3) months. An exception would only be in the event that no expenditures occurred, which shall be documented in the Subrecipient Performance Report. Payment Request shall be made on a form substantially similar to Exhibit D, "Payment Request."
- b) Subrecipient Performance Report (SPR). Subrecipient Performance Reports (SPR) shall be made on the form provided for in Exhibit E "Subrecipient Performance Report" and shall address project status and, if applicable, explanation of any problems/delays encountered and/or anticipated and measures to be taken to correct such problems; revised milestones including anticipated schedule for project completion; direct benefit statistics; and a summary of expenditures, obligations, program income, and drawdowns to date. In addition, SUBRECIPIENT shall provide as part of the progress report any citizen comments received during the reporting period relative to the project(s), and responses to such comments, and additional project information, as needed. SUBRECIPIENT shall submit such report quarterly within fifteen (15) days of the close of report period.
- c) Client Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income

level or other basis for determining eligibility, and description of services being provided. Such information shall be made available to CITY monitors or their designees for review upon request.

- d) Disclosure. The SUBRECIPIENT understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this contract, is prohibited by all applicable state and federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- e) HUD/CITY Reports. SUBRECIPIENT shall submit to CITY in a timely manner other reports as requested/required CITY for HUD compliance including, but not limited to the Contractor/Subcontractor, EEO-4, and Minority Financial Institution Reports (if applicable), and provide, as requested by HUD and/or CITY, information necessary to prepare the Consolidated Plan, Final Statement of Community Development Objectives, Consolidated Annual Performance and Evaluation Report CAPER), and other such reports and/or plans.
- f) Audit. SUBRECIPIENT shall be responsible for conducting an annual audit of its CDBG PROGRAM in compliance with the Office of Management and Budget (OMB) Circular No. A-133 issued pursuant to the Single Audit Act of 1984 and the Single Audit Amendments of 1996, P.L. 98-502, OMB Circular A-110, and 24 CFR Part 85, as applicable. A copy of said audit shall be forwarded to CITY upon completion. Any costs associated with the annual audit shall be the responsibility of and paid for by SUBRECIPIENT.

19. AGREEMENT RESPONSIBILITY FOR MONITORING AND RECORDS

HUD, the Office of the Inspector General (OIG), and the designated representatives of CITY, and other appropriate officials shall have access to all personnel records, management information, and fiscal data of SUBRECIPIENT and any agency or contractor with whom SUBRECIPIENT executes a subcontract necessary to carry out any CDBG PROGRAM(s) for monitoring purposes (24 CFR 85.40(a) and 84.51-84.53). The SUBRECIPIENT shall respond in a timely manner to all identified corrective action needs as a result of HUD, County, or other monitoring. The SUBRECIPIENT shall submit to CITY all required reports and monitoring corrective action plans on a timely basis, as delineated by CITY. Records shall be maintained as follows:

- a) SUBRECIPIENT agrees to retain all pertinent records under CDBG PROGRAM, including financial records, until advised by CITY that further retention is unnecessary. Generally, records shall be retained for a period for five (5) years from the end of the fiscal year in which the last project covered by CITY's annual agreement with HUD is completed. Records shall be open and available for inspection by auditors and/or other staff assigned by HUD and/or CITY during the normal business hours of SUBRECIPIENT. If at the end of such five-year period, there is ongoing

litigation, claims, negotiations, audit or other action involving SUBRECIPIENT's or the CITY's records, which has started before expiration of the five (5) year period, SUBRECIPIENT will retain the records until the completion of the action and resolution of all issues which arise from it (24 CFR 85.42 as modified by 570.502(a)(16), or 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix)(A) and (B), as appropriate).

- b) Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, the SUBRECIPIENT also must provide citizens with reasonable access to records on the past use of CDBG funds (24 CFR 570.508).
- c) Records for nonexpendable property shall be retained for a period of five (5) years after final disposition of the property, if applicable.

20. INSPECTION OF RIGHTS

SUBRECIPIENT agrees to allow CITY to inspect physical premises of any project(s) upon 24-hour advance notice.

21. REQUEST FOR TECHNICAL ASSISTANCE

SUBRECIPIENT shall refer to the Community Development Department any regulatory or procedural questions regarding operation of its CDBG PROGRAM. All formal requests for technical assistance shall be submitted in writing. Requests should specify the problem area, particular assistance being requested, and proposed solution if applicable. Informal questions regarding day-to-day program operation may be directed to the designated CITY representative.

22. INSURANCE

SUBRECIPIENT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY, the following minimum scope of insurance coverage:

- a) A policy or policies of broad-form commercial general liability insurance, in a form at least as broad as ISO form #CG 00 01 11 88, with minimum limits of one million dollars (\$1,000,000.) combined single limit coverage per occurrence against any bodily injury, personal injury, or property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit;
- b) Business Automobile Liability Insurance, with minimum combined single limits coverage of one million dollars (\$1,000,000.) per accident for bodily injury and property damage. Such insurance

shall include coverage for owned, hired and non-owned automobiles used to perform work under the City's grant, as applicable;

- c) Worker's Compensation Insurance in accordance with the laws of the State of California, and Employers Liability Insurance with a minimum limit of one million dollars (\$1,000,000) per accident, as applicable.

All insurance coverage's shall be confirmed by execution of endorsements and certificates of insurance. SUBRECIPIENT is required to file the completed policy endorsements and certificates with CITY on or before the effective date of this Agreement, and to thereafter maintain current endorsements on file with CITY. The completed endorsements and certificates of insurance are subject to the approval of the CITY. In addition any deductible or self-insured retention must be declared to and approved by the CITY.

The insurance policies required under this section shall contain, or be endorsed to contain, the following provisions:

a) Commercial General Liability, Business Automobile Liability Policies.

1. The CITY, its officials, officers, agents, employees, and volunteers are to be covered as an additional named insured as respects: liability arising out of activities performed by or on behalf of SUBRECIPIENT; products and completed operations of SUBRECIPIENT; premises owned, occupied, or used by SUBRECIPIENT; or automobiles owned, leased, hired, or borrowed by the SUBRECIPIENT.
2. SUBRECIPIENT'S insurance coverage shall be primary insurance as respects the CITY, its officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, officers, agents, employees and volunteers shall be excess of the SUBRECIPIENT'S insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, officers, agents, employees, and volunteers.

The SUBRECIPIENT'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.

- b) Worker's Compensation and Employer's Liability Insurance. Insurer waives all rights of subrogation against CITY, its officials, officers, agents, employees and volunteers for losses arising from work performed by SUBRECIPIENT of CITY.

- c) All Coverage's. Each policy of insurance required by this section 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.

23. WORKER'S COMPENSATION

For the duration of the agreement, SUBRECIPIENT and all subcontractors, consultants, and agents shall maintain Workers' Compensation Insurance in the amount and type required by California Law, if applicable.

24. HOLD HARMLESS

SUBRECIPIENT shall hold City and City's officers, employees, agents and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or other wrongful conduct related in any way to SUBRECIPIENT'S performance of its services pursuant to this Agreement. In the event City and/or any of City's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or other wrongful conduct, SUBRECIPIENT shall indemnify them for any judgment rendered against them, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees.

SUBRECIPIENT also understands and agrees that it is being employed to perform the services provided for by this Agreement because of SUBRECIPIENT'S professed expertise and experience in performing the services provided for under this Agreement. In addition SUBRECIPIENT understands and agrees that while City and City's officers agents, may elect to do so, they have no duty to review, inspect, or supervise the work performed by SUBRECIPIENT pursuant to this Agreement, except as otherwise expressly provided for by this Agreement. As a consequence, SUBRECIPIENT waives any right of contribution against City or any of City's officers, employees, agents and volunteers arising out of such failure to inspect, review, monitor or supervise the work performed by SUBRECIPIENT pursuant to this Agreement.

25. COVENANTS AND CONDITIONS

Each term and each provision of this agreement to be performed by SUBRECIPIENT shall be construed to be both a covenant and a condition.

26. EFFECT OF TERMINATION

- a) Termination of Agreement for Convenience. In accordance with 24 CFR Part 85.44, the Agreement may be terminated by either party after thirty (30) days written notice of intention to terminate, setting forth the reasons and the effective date of such termination, has been given to the other party, provided, however, that no notice of termination given by SUBRECIPIENT shall be effective unless HUD has agreed to release CITY from its obligations pursuant to the Program Activity (ies). Alternatively, the Agreement will automatically terminate in the event that the United States Government terminates the CDBG PROGRAMS or terminates the Program Activity (ies) which is the subject of the Agreement.
- b) Termination of Agreement for Cause. In accordance with 24 CFR Part 85.43, the parties hereto understand that pursuant to CITY's execution of the HUD application, CITY assumed responsibility as to the performance of the projects. If through any cause SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement to undertake, conduct or perform the project(s) identified in this Agreement, or if SUBRECIPIENT violates any of the covenants, agreements, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof at least (5) days before the effective date of such termination. Notwithstanding the above, SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any payments to SUBRECIPIENT for the purpose of set off until such time as the exact amount of damages due CITY from SUBRECIPIENT is determined.
- c) Upon termination, as stated in Section 3 or 27 of this Agreement, the CITY shall be liable to SUBRECIPIENT only for work done by SUBRECIPIENT up to and including the date of termination of this Agreement, unless the termination is for cause, in which event SUBRECIPIENT need be compensated only to the extent required by law.

27. SEVERABILITY

If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

28. OWNERSHIP OF SUBRECIPIENT'S WORK PRODUCT AND COPYRIGHT

CITY shall be the owner of any and all computations, plans, correspondence and/or other pertinent data and information gathered or prepared by SUBRECIPIENT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for governmental purposes.

29. TAXPAYER IDENTIFICATION NUMBER

SUBRECIPIENT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 2007), as issued by the Internal Revenue Service.

30. AMENDMENTS

The CITY or SUBRECIPIENT may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the CITY's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this agreement.

The CITY may, in its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

31. USE OF TERM "CITY"

Reference to "CITY" in this Agreement includes CITY Manager, the designated CITY representative, or any authorized representative acting on behalf of CITY.

32. NOTICES

All notices given, or required to be given, pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed to each party's designated representative as set forth above. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

33. PERMITS AND LICENSES

SUBRECIPIENT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

34. CITY RECOGNITION

The SUBRECIPIENT shall insure recognition of the role of the CITY in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this agreement.

35. WAIVER

A waiver by the CITY of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

36. GOVERNING LAW

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Orange County.

37. ASSIGNABILITY

The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

38. INTEGRATED AGREEMENT

This Agreement represents the entire Agreement between the CITY and the SUBRECIPIENT and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

IN WITNESS WHEREOF, the City Manager of the City of Huntington Park has caused this agreement to be subscribed and attested by the City Clerk hereof, and the SUBRECIPIENT has subscribed the same through its authorized officer, the day, month and year first above written.

SUBRECIPIENT

CITY

CITY OF HUNTINGTON PARK

HUB CITIES CONSORTIUM

By:

EDGAR CISNEROS
City Manager

By:

JOSE MARTINEZ
Executive Director

Dated:

Dated:

Approved as to Form:

Attest:

By:

City Attorney

By:

City Clerk

Dated:

Dated:

EXHIBIT A
CDBG
SUBRECIPIENT SCOPE OF SERVICES & BUDGET
PROGRAM YEAR 2015-16

This Scope of Services is part of the Subrecipient Agreement between the **CITY OF HUNTINGTON PARK** and the **HUB CITIES CONSORTIUM**, SUBRECIPIENT, dated January 19, 2016. It is incorporated into the Agreement as though fully set forth therein:

TITLE OF PROJECT: Business Assistance Program
SUBRECIPIENT: HUB Cities Consortium
ACTIVITY: ED: Technical Assistance - 570.203 (b)
MATRIX CODE: 18B ED Technical Assistance

I. SCOPE OF SERVICES

SUBRECIPIENT will be responsible for administering a Program Year 2015-16 Community Development Block Grant (CDBG) project described as follows in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds:

Project Description – *Provide a summary of the project including any history or background on the program need. Also describe to what extent this activity delivers the desired outcomes in the community or in the lives of the persons assisted.*

The primary purpose of Hub Cities Consortium Business Service Division is to provide an array of professional services to our business customers while simultaneously serving and focusing on the job seeker customer, understanding that businesses provide the Center with job opportunities and hire job seekers referred by the Center.

- *Business Assistance*

HCC assistance program was developed to help your business. Business Assistance encompasses a wide variety of resources ranging from recruitment, hiring events, youth jobs, training, and business strategy. These services are provided through Federal WIOA funds, and are offered at no cost to your business.

- *The Business Assistance Team*

The Business Assistance Team consists of friendly and resourceful professionals who are committed to helping local businesses meet the challenge of finding, training, and retaining qualified employees. Hundreds of local businesses have worked with us to reap the benefits of hiring tax credits, recruitment services, and training, as well as specialized services that assist employers and employees faced with downsizing.

Client Eligibility/Target Population – *Clearly describe the clientele your agency is intending to serve through this CDBG-funded program, including estimated numbers of clients to be served, and other measurable outputs.*

Target Service Area – Describe the service area your agency will target to ensure that you serve only the clients that reside within that area.

City of Huntington Park.

Marketing and Outreach – To ensure that you provide opportunities to all available and eligible persons, please describe how your agency will outreach and market the program to the targeted population.

BUDGET

SUBRECIPIENT understands that the agreement is in the amount not to exceed \$25,000 (Twenty Five-Thousand Dollars).

**Proposed Budget
FY 2015-2016**

A Budget Item	B Calculation	C Matching Sources	D CDBG Contribution	E Program Budget
Personnel				
Staff Salaries		\$ 28,600	\$ 17,750	\$ 46,350
Fringe Benefits		\$ 2,652	\$ 4,260	\$ 11,124
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Personnel Sub-Total		\$ 35,464	\$ 22,010	\$ 57,474
Operations				
Space/desk/phones/fax/computers	500 unit cost per 6 months	\$ 1,500	\$ 1,500	\$ 3,000
Supplies and Materials	133.33 units cost per 6 months	\$ 680	\$ 0	\$ 680
Marketing/promotion	331.66 units cost per 6 months	\$ 500	\$ 1,490	\$ 1,990
Overhead costa	8%	\$ 4,343	\$ 0	\$ 4,343
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Operations Sub-Total		\$ 7,023	\$ 2,990	\$ 10,013
Total Budget		\$ 42,487	\$ 25,000	\$ 67,487

EXHIBIT B
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON PARK
AND THE
HUB CITIES CONSORTIUM
FOR THE
BUSINESS ASSISTANCE PROGRAM

“SCHEDULE OF COMPENSATION”

1. AMOUNT OF COMPENSATION. For performing and completing all work and services described in Exhibit A, and for providing all materials required therefore, CITY shall pay SUBRECIPIENT the total amount of:

NOT TO EXCEED: \$25,000.00

The above total amount listed shall include all out-of-pocket expenses incurred by SUBRECIPIENT in the performance of such services.

2. BILLING. At the completion of each item(s) as identified in Exhibit A “Scope of Work and Budget” of this Agreement or as expenses are incurred, Subrecipient shall submit a Payment Request (see Exhibit C “Payment Request”) with all supporting documentation to the CITY at the following address:

City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, California 90255
Attn: Manuel Acosta, Housing and Community Development Manager

3. METHOD OF PAYMENT. Payment to SUBRECIPIENT of the compensation specified in Section 1 of this Exhibit shall be made as follows:

a) Subject to the maximum allowable compensation set forth in Section 1 of this Exhibit, the CITY shall pay the SUBRECIPIENT, based on the submittal and approval of a Payment Request (see Exhibit C “Payment Request”), on the basis determined by this Agreement during the term of this Agreement.

b) Terms shall be Net 30 days.

EXHIBIT C
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON PARK
AND THE
COUNTY OF LOS ANGELES PUBLIC LIBRARY
FOR THE
HUNTINGTON PARK HOMEWORK CENTER

“PAYMENT REQUEST”

EXHIBIT D
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON PARK
AND THE
COUNTY OF LOS ANGELES PUBLIC LIBRARY
FOR THE
HUNTINGTON PARK HOMEWORK CENTER

“FY 2015-16 SUBRECIPIENT PERFORMANCE REPORT (SPR)”



CITY OF HUNTINGTON PARK
COMMUNITY DEVELOPMENT BLOCK GRANT
FISCAL YEAR 2015/16
FUNDING APPLICATION

Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255

BACKGROUND

The City of Huntington Park (City) is requesting applications from selected **nonprofit organizations** and **City departments** with the administrative capacity and experience to assist the City in carrying out public services and public improvements/facilities benefiting Huntington Park's low- and moderate- income persons. Funding will be provided under the federal Community Development Block Grant (CDBG) Program granted to the City by the U.S. Department of Housing and Urban Development (HUD).

APPLICATION SUBMITTAL DEADLINE

Applications will be accepted until 4:30 P.M. on Thursday, February 12, 2015

Applicants must submit one original signed **CDBG Program Application** which follows and one copies. All materials should be packaged in the order presented in this application package. If you would like an electronic copy of these forms, please send an email to Manuel Acosta, Economic Development Manager at macosta@huntingtonpark.org or contact him by telephone at (323) 584-6213.

The City of Huntington Park may request additional information from an applicant prior to granting funds.

The **CDBG Public Service Application (pp 6 to 16)** can be mailed or hand delivered to:

**Manuel Acosta, Economic Development Manager
City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255**

While the City of Huntington Park has yet to be notified about the final amount of funding to be received from HUD for Fiscal 2015/16, the City estimates an amount of \$1,308,812 to be used for developing the proposed activities next fiscal year. The statutory limit of 15 percent of the estimated annual CDBG entitlement award for public services is approximately \$196,321. Additionally, approximately \$850,000 will be available to carry out public improvement, public facility, and economic development activities.

PROGRAM REQUIREMENTS**ELIGIBLE ACTIVITIES**

The City will only consider activities that meet the program requirements cited herein.

- Examples of eligible activities for CDBG public service funding include day care or recreational services, including for children, youth, and older adults; crime prevention; health services, including primary health, substance abuse treatment, mental health, and counseling programs; housing counseling including landlord/tenant housing rights counseling and mediation, and fair housing outreach, counseling, and investigation; employment services, including job assessment, training, and placement; homeless prevention; graffiti removal and prevention; energy conservation; and other human services to alleviate poverty.
- Funds may be used to pay for staff, supplies and materials, and certain facility operating or administrative overhead costs that are directly related to the delivery of the funded public service program.
- An organization must either provide a new service, not just a newly CDBG-funded service, or provide a quantifiable increase in the level of service provided in the previous 12 months.
- The organization must be located within Huntington Park *or* have been providing services for at least two years to low- and moderate- income persons in Huntington Park, either on the basis as a direct benefit to each income eligible person/household or assisting a limited clientele of whom 51 percent are income eligible or who are presumed eligible (e.g., seniors, homeless, disabled persons). As of December 2014, income limits for low- and moderate-income households are as follows:

HUD 2014 Income Limits for Los Angeles - Long Beach Area								
(Income Limits for 2015 Expected by February 2015)								
Family Size	1	2	3	4	5	6	7	8
Extremely Low Income	\$17,150	\$19,600	\$22,050	\$24,450	\$26,450	\$28,400	\$30,350	\$32,300
Very Low Income	\$28,550	\$32,600	\$36,700	\$40,750	\$44,050	\$47,300	\$50,550	\$53,800
Low Income	\$45,650	\$52,200	\$58,700	\$65,200	\$70,450	\$75,650	\$80,850	\$86,100

- Be a non-profit organization with federal 501(c) (3) tax-exempt status or a government entity.
- Be able to reach out to, and communicate with, those who need your services who may have limited ability to speak English.
- Ensure the confidentiality of records concerning program participants.
- Comply with all Huntington Park contract agreement requirements, including following restrictions on the use of federal funds, utilizing the applicable OMB standard for financial management and audits, and submitting timely and complete invoices and quarterly reports describing program achievements. You must provide information on clientele demographics if you are meeting income guidelines on a household basis, or document the areas of service if you are meeting income guidelines on area wide basis.

INELIGIBLE ACTIVITIES

- CDBG funds may not be used to fund an existing service. By federal regulation, CDBG public service funds may not be used to replace another funding source in order to continue a program. CDBG funds may be used to continue a previously CDBG-funded program, provided that there is a quantifiable increase in the level of service over that provided within the previous 12 months.
- Service providers may not limit access to employment by their agency or client access to services on the basis of religion, require beneficiaries to attend religious services or meetings as condition for receiving CDBG-funded or associated services, or use funds to provide religious instruction or engage in religious proselytizing.
- The use of any federal funds for political activity is prohibited by federal regulation. CDBG funds may not be used to, in any way, advertise or promote the viability of or a position on any candidate, ballot measure, or other item that will be voted upon by the electorate. Voter education may be acceptable in certain cases; please consult with us for further details.
- The use of CDBG funds for unallowable costs under OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", OMB Circular No. A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable.

FUNDING PREFERENCES

The highest priority will be afforded to activities that meet one of the **Priority Needs** to Low- and Moderate-Income persons set forth in the City's Five Year (2015/16-2019/20) Consolidated Plan. Consultation with community residents and social service providers conducted as part of this Consolidated Plan identified the following key service needs in Huntington Park:

- Preserve and rehabilitate existing housing stock;
- Increase affordable housing supply;
- Ensure fair housing;
- Maximize use of Housing Choice Vouchers;
- Support services and housing for homeless and at-risk of becoming homeless persons;
- Support services and housing for special needs populations;
- Reduce lead based paint hazards;
- Provide needed services to low and moderate income persons;
- Provide infrastructure improvements in low and moderate income neighborhoods; and
- Provide needed community facilities to serve low and moderate income persons.

APPLICATION INSTRUCTIONS

1. Review the funding application guidelines carefully.
2. Nonprofit entities are to obtain Board approval to submit an application.
3. Complete the Application Worksheet.
4. Complete a Project Narrative – be sure to include all requested information.
5. Complete the Budget Summary Worksheet.
6. Utilize the Application Checklist to ensure that all components have been included.
7. Utilize the Supplemental Documents Checklist to ensure that all required documents have been included.

CDBG PROGRAM APPLICATION WORKSHEET

Name of Agency Submitting Proposal	Hub Cities Consortium
Program Name	Economic Development Business Assessment
Organization Address	2677 Zoe Avenue, Huntington Park, CA 90255
Project Location, if different from above	N/A
Federal Identification Number (9 Digit Number)	95-4173716
DUNS Number	829684851
Contact Person and Title	Jose Martinez, Executive Director
Telephone	323-586-4734
E-mail	JMartinez@hubcities.org
Amount of CDBG Funds Requested	\$ 25,000
Proposed Use of Funds	Economic Development

Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	The project location is confidential.
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	We have previously received Huntington Park funding. If Yes, when?
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	This is a new project.

CITY PRIORITIES. Identify which priority need your organization meets.

- Preserve and rehabilitate existing housing stock
- Increase affordable housing supply
- Ensure fair housing
- Maximize use of Housing Choice Vouchers
- Support services and housing for homeless and at-risk of becoming homeless persons
- Support services and housing for special needs populations
- Reduce lead based paint hazards
- Provide needed services to low and moderate income persons
- Provide infrastructure improvements in low and moderate income neighborhoods
- Provide needed community facilities to serve low and moderate income persons
- Other: _____

OUTPUT STATEMENT

The **objective** of our proposed CDBG-funded activity is to create (check one):

- A suitable living environment.** (Select this objective for activities that are intended to address a wide range of issues faced by LMI persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.)
- Decent affordable housing.** (Select this objective for activities where the purpose is to meet individual family or community housing needs.)

- Economic opportunities. (Select for activities related to economic development, commercial revitalization, or job creation.)

The desired outcome of our proposed CDBG-funded activity is (check one):

- Availability/Accessibility. (Select for activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to LMI people, including persons with disabilities.)
- Affordability. (Select for activities that lower the cost, improve the quality, or increase the affordability of a product or service to benefit a low-income household.)
- Sustainability. (Select for activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of LMI or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.)

PERFORMANCE MEASURES/INDICATORS (check one)

- Estimated total number of unduplicated beneficiaries provided with **new access** to this service or benefit (*new access to a service includes a service offered for the first time or a service that continues to be provided in subsequent years*): **600**
- Estimated total number of unduplicated beneficiaries with **Improved access** to this service or benefit (*improved access to a service refers to a previously offered service that now is expanded in terms of size, capacity or location*):
- Estimated total number of unduplicated beneficiaries expected to receive a service or benefit that is **no longer substandard** (*this is in reference to a public service activity used to meet a quality standard or measurably improved quality*):

Person Authorized to Certify
Commitments Made to this Grant:

Jose Martinez

Authorized Signature:



Name:

Jose Martinez

Date:

11/09/2015

Title:

Executive Director

E-mail:

JMartinez@hubcities.org

PROGRAM SUMMARY

Attach a summary of not more than one paragraph of the services you propose to provide. Briefly identify the target population, key service elements, need for service, and approximate number of persons you expect to serve. You will describe the program in more detail in the program design section below.

PROGRAM EXPERIENCE AND QUALIFICATIONS

Attach a summary of not more than one and one-half pages in length of the qualifications of your organization in terms of mission, organizational capacity, experience with similar or related programs, track record with target population, established presence in Huntington Park, etc., to carry out the proposed project. You must demonstrate that you have operated a comparable program for at least two years, though it need not necessarily have served Huntington Park residents. Describe your collaborations with other human service and safety-net service providers as they relate to the proposed project. Attach an organizational brochure or annual report, if you have one available. Be sure to specify any awards or commendations you have received for related work. Please reserve your comments about fiscal administrative capacity for the next section.

FISCAL ADMINISTRATION CAPACITY

Yes No We are a Department or Division of the City of Huntington Park; our fiscal administration is overseen by the City's Finance Department. If yes, you may skip the remaining questions in this section.

Yes No Our agency has past-due obligations with a funding source or unearned grant from a previous contract which has not been returned to the funding source. If yes, attach a description of the funding source, amount, and reasons for past due obligation.

Yes No In the past 3 years, our agency has had an Internal Revenue Service or State levy. If yes, attach a description of the problem and your plan and timeframe to resolve it.

Attach a summary of not more than one-half page in length of your organization's capacity to manage and administer federal funds and comply with OMB financial control and reporting standards. Be sure to specify any previous experience with CDBG or other HUD funds.

ORGANIZATIONAL CAPACITY

Describe your agency's administrative systems by checking each item that exists within your agency's organizational structure:

- | | | |
|--|---|-----------------------------|
| Formal Personnel System: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Financial Management System: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Staff Salary Tracking System: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Audit System: There are written accounting procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Recordkeeping System: There are separate tracking systems for each funding source. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Security Systems: There are formal written cash management practices. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Filing System: There are hard copy and computer systems with security backup. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Client Eligibility Verification: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Client Demographic Data Collection and Report System | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Procurement Policy: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

PROGRAM DESIGN

Attach a program description of not more than two pages in length. It must demonstrate that the proposed program is a new program, or alternatively, offers a quantifiable increase in service in terms of the intensity and range of services available or the number of clients to be served. The description must also address the following:

- The purpose of the proposed program.
- The need for the proposed program, and how it was identified.
- The types of public services to be provided (select from 17 activity categories identified below).
 - ✓ **Public Services (General)**: Do not use this code unless the activity cannot be classified under a more specific activity code. Public service activities include housing referral and counseling services, neighborhood cleanup, homeownership counseling, food distribution/food bank, health education, or rape prevention education, as well as general or unspecified homeless services, including those described as essential or supportive services.
 - ✓ **Senior Services**: Services that will be provided to elderly persons (e.g., meals-on-wheels, dial-a-ride). Senior Services or Services for the Disabled may be used for activities that will provide services for both senior citizens and persons with disabilities if the activity is not intended primarily to serve one group rather than the other.
 - ✓ **Disabled Services**: Services for persons with disabilities, regardless of age.
 - ✓ **Legal Services**: Includes programs that provide legal aid to low- and moderate-income persons
 - ✓ **Youth Services**: Services for teenagers (ages 13 to 19) such as recreational services limited to teenagers or a teen counseling program. If a counseling program is targeted for youth but includes counseling for the family as well, it may still be classified as a youth service if the focus is on counseling for youth. However, use Child Care Services for services for children up to age 13 and Abused and Neglected Children for services for abused children.
 - ✓ **Transportation Services**: Use this code for transportation services. Transportation services for a specific client group should be classified under the code for that client group; for example, use Senior Services, for transportation services for the elderly.
 - ✓ **Battered and Abused Spouses**: Use this code only for programs serving adults or families. If the activity is limited to serving abused and neglected children, classify the activity under Abused and Neglected Children.

- ✓ **Employment Training:** Use this code for assistance that increases self-sufficiency. This includes literacy, independent living skills, job training, and employment service activities. When financial assistance will be used to provide job training for the creation of permanent jobs with a specific business, use Economic Development: Direct Financial Assistance to For-Profit Business.
- ✓ **Substance Abuse Services:** Use this code for substance abuse recovery programs as well as prevention/education activities.
- ✓ **Crime Awareness:** Any program that promotes these goals, including crime prevention education programs and paying for security guards.
- ✓ **Fair Housing Activities:** Use this code for fair housing services (e.g., counseling on housing discrimination).
- ✓ **Tenant/Landlord Counseling:** Use this code for counseling provided to help prevent or settle disputes that occur between tenants and landlords.
- ✓ **Child Care Services:** Use this for services that will benefit children (generally under age 13), including parenting skills classes. However, services exclusively for abused and neglected children should be classified under Abused and Neglected Children.
- ✓ **Health Services:** Health services activities include operation of neighborhood clinics, post-rape counseling, vermin abatement services, and other activities designed to serve the health needs of residents. (Exception: Mental health services, which should be classified under Mental Health Services.)
- ✓ **Abused and Neglected Children:** Use this code for daycare or other services exclusively for abused and neglected children.
- ✓ **Mental Health Services:** Use this code for activities designed to address the mental health needs of residents of the community.
- ✓ **Screening for Lead-Based Paint/Lead Hazards Poisoning:** Use this code for activities designed primarily to provide screening for (not removal of) lead-based paint and other lead poisoning hazards.
- The types of **public improvements/facilities** to be provided (select from 15 activity categories identified below).
 - ✓ **Senior Centers:** Acquisition, construction, or rehabilitation of facilities (except permanent housing) for seniors.

- ✓ **Handicapped Centers:** Acquisition, construction, or rehabilitation of center, group homes, and other facilities (except permanent housing) for the handicapped.
- ✓ **Homeless Facilities (not operating costs):** Acquisition, construction, or rehabilitation of temporary shelters and transitional housing for the homeless, including battered spouses, disaster victims, runaway children, drug offenders, and parolees.
- ✓ **Youth Centers:** Acquisition, construction, or rehabilitation of facilities intended primarily for young people age 13 to 19. These include playground and recreational facilities that are part of a youth center.
- ✓ **Neighborhood Facilities:** Acquisition, construction, or rehabilitation of facilities that are principally designed to serve a neighborhood that will be used for social services or for multiple purposes (including recreation). Such facilities may include libraries and community centers.
- ✓ **Park, Recreational Facilities:** Development of open space areas of facilities intended primarily for recreational use.
- ✓ **Parking Facilities:** Acquisition, construction, or rehabilitation of parking lots and parking garages.
- ✓ **Solid Waste Disposal Improvements:** Acquisition, construction, or rehabilitation of solid waste disposal facilities.
- ✓ **Flood Drainage Improvements:** Acquisition, construction, or rehabilitation of flood drainage facilities, such as retention ponds or catch basins.
- ✓ **Water/Sewer Improvements:** Installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants. Costs of street repairs (usually repaving) made necessary by water/sewer improvement activities are included.
- ✓ **Street Improvements:** Installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs, improvements that include landscaping, street lighting, and/or street signs (commonly referred to as streetscaping).
- ✓ **Sidewalks:** Improvements to sidewalks, including the installation of trash receptacles, lighting, benches, and trees.

- ✓ **Child Care Centers:** Acquisition, construction, or rehabilitation of facilities intended primarily for children age 12 and under. Examples are daycare centers and preschool centers.
 - ✓ **Tree Planting:** Activities limited to tree planting (sometimes referred to as beautification).
 - ✓ **Other Public Facilities and Improvements:** Do not use select this category unless an activity does not fall under a more specific public improvement/facility category.
- The target population for the program or neighborhoods for the program and how they were identified.
 - The plans and timeline for program start-up, if this is a new program.

OUTREACH

Attach a description of not more than one page describing your outreach plan to make your best effort that your target population, not only the clients you presently serve, will be aware of your programs. You must be able to reach out to and communicate with those who need your services who may have limited ability to speak English. Please list all languages in which your agency has capability, specifying the full-time equivalent staff or the number of volunteers on call to assist with each.

SUPPLEMENTAL DOCUMENTS CHECKLIST

Submit one (1) copy of each of the following.

- Board of Directors' authorization to submit CDBG application (copy of the minutes of the meeting in which the governing body's resolution, motion, or other official action is recorded).
- Board of Directors' designation of authorized official (a signed letter from the chairperson of the governing body providing the name, title, address, and telephone number of each authorized individual).
- Articles of Incorporation.
- Bylaws.
- State and Federal Tax Exemption Determination Letters

PROPOSED BUDGET

Use the table on the next page to indicate how the requested grant funds will be utilized and matching resources for the grant. Matching funds may include non-federal grants; the value of any donated material, building, or lease, calculated at fair market value; and volunteer hours, valued at \$5 per hour. You must submit a budget showing all expenses and resources associated with the proposed project, not only those staff or other program expenses for which you are requesting CDBG funds. If you prefer to submit your own spreadsheet rather than this form, please feel free to do so, provided that all of the columns shown below are included and complete. The full-time equivalent (FTE) for our agency is 32 hours/week.

**Proposed Budget
FY 2015/16**

A Budget Item	B Calculation	C Matching Sources	D CDBG Contribution	E Program Budget
Personnel				
Staff Salaries		28600	17750	46350
Fringe Benefits		6864	4260	11124
Personnel Sub-Total		\$ 35464	\$ 22010	\$ 57474
Operations				
Space/desk/phones/fax/computers	500 unit cost per 6 months	1500	1500	3000
Supplies and Materials	133.33 unit cost per 6 months	680	0	680
Marketing/Promotion	331.66 unit cost per 6 months	500	1490	1990
Overhead Cost	8%	4343	0	4343
Operations Sub-Total		\$ 7023	\$ 2990	\$ 10013
Total Budget		\$ 42487	\$ 25000	\$ 67487



City of Huntington Park

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM 2015-2016 PUBLIC/SOCIAL SERVICE AGENCY REQUEST FOR FUNDING

Economic Development Proposal Business Assessment Project Timeframe 1/4/2016 – 6/30/2016



City of Huntington Park
Community Development Block Grant Program

Economic Development Proposal

I. General Information:

Agency: Hub Cities Consortium
Address: 2677 Zoe Avenue, 2nd Floor, Huntington Park, CA 90255
Telephone#: (323)586-4700
Fax#: (323)586-4702

Executive Director:	Jose Martinez	(323)586-4734
Business Services Manager:	Ofelia Gomez	(323)586-4754
Operations Manager:	Joseph Gomez	(323)586-4745

II. Organization History

Date Organization founded: 1988

Federal Identification Number: 95-4173716

State identification number: 35701721

III. Project Activity

CDBG Funds Requested: \$25,000



Hub Cities Consortium – America’s Job Center of California (AJCC)

The Hub Cities Consortium (HCC), America’s Job Center of California (AJCC) is a network of workforce experts that leverage funding and resources across the Los Angeles region to provide job seekers and businesses with no-cost, high value employment and training services.

Hub Cities Consortium provides a comprehensive system of training, placement and career planning for job seekers throughout Southern California. We also offer an array of services for businesses and employers, such as human resources and consulting services, labor market information, and economic development resources. Workshops are provided on topics ranging from new business ventures to career enhancement skills. We offer vocational classroom training and work related programs.

Hub Cities Consortium, based in Huntington Park, California, was founded in 1988 as the primary public job training and placement center for residents of the cities of Huntington Park, South Gate, Lynwood, Cudahy, Maywood and Bell Gardens.

Business Services

The primary purpose of Hub Cities Consortium Business Service Division is to provide an array of professional services to our business customers while simultaneously serving and focusing on the job seeker customer, understanding that businesses provide the Center with job opportunities and hire job seekers referred by the Center.

- Business Assistance

HCC assistance program was developed to help your business. Business Assistance encompasses a wide variety of resources ranging from recruitment, hiring events, youth jobs, training, and business strategy. These services are provided through Federal WIOA funds, and are offered at no cost to your business.

- The Business Assistance Team

The Business Assistance Team consists of friendly and resourceful professionals who are committed to helping local businesses meet the challenge of finding, training, and retaining qualified employees. Hundreds of local businesses have worked with us to reap the benefits of hiring tax credits, recruitment services, and training, as well as specialized services that assist employers and employees faced with downsizing.

Our one-on-one work with local businesses is aided by our hiring database that includes hundreds of individuals looking for work. You can post a job to recruit the right candidate, and also search thousands of resumes to find the perfect person.



The following professional services are provided to businesses at no cost:

Job Posting Service

Share your open job order with us. We can assist you with identifying qualified individuals to fill your hiring needs. HCC invites businesses to call and submit job orders and start saving time and money.

Business Needs Assessment

We can provide a thorough analysis of your unique business needs, ranging from staffing, training, labor market information, financing or marketing.

Business Resource Center

Our Business Resource Center is business driven; all our information is specifically geared to meet our customer's needs. We offer resource materials such as videos, CD-ROMs, books, newspapers and various periodicals; facility usage to conduct interviews; as well as use of computers, fax and copiers.

Employer Incentive Programs

We offer a variety of services that are specifically customized to businesses depending on their need.

- Work Opportunity Tax Credit (WOTC) - The WOTC is a federal income tax credit for employers who hire individuals from targeted groups. It can reduce employer's federal tax liability by as much as \$2400 per qualified employee. To learn more, click on the Department of Labor's website at www.uses.doleta.gov/wotcdata.asp
- California State Enterprise Zone (EZ) Credit - The EZ credit is a state income tax credit for employers who hire job seekers from targeted groups. Employers can claim up to \$27,000 in tax credits over a five-year period when they hire qualified employees. Employees must perform at least 50% of their work within the boundaries of the designated enterprise zone. Employers must have an EZ voucher to claim the credit. To learn more, click on www.hcd.ca.gov/fa/cdbg/ez

Rapid Response Services

For businesses experiencing layoffs or closures, we can provide valuable information to help your employee's transition into other job opportunities.

Project Narrative:

In our increasingly globalized and highly competitive economy, businesses need to maintain their competitive edge by having a skilled workforce and technology driven business practices. Occasionally some companies are unable to maintain their competitive edge and productivity causing them to close their plant or to downsize their workforce.

Hub Cities Consortium works and collaborates with organizations such as: Los Angeles Economic Development Division, Employment Development Department, Small Business Administration, and Los Angeles County WIB, LADPSS, South Bay WIB, SCE etc.,...

The goal of the collaborative is to extend to you valuable resources, expertise, and business assistance tools offered by our Partnership. The services and resources available for both you and your employees include:

- Tax Credits- Investment Tax Credit & Enterprise Zones
- Energy Cost Savings & Efficiency
- Permits- L.A. County Building & Safety & Planning
- Financing: Facility Purchase for Growth & Consolidation
- Trade or Transitional Adjustment program access & Unemployment Insurance assistance
- Lay-off aversion assistance
- Outplacement Services for affected workers

The success and health of your business is important to the economic growth and vitality of our communities.

Hub Cities Consortium is proposing to reach out to the City of Huntington Park.

- 800 City Businesses
 - 500 Labor Market Survey Analysis
 - 100 Meet and Asses 50 Business Needs Analysis
- I. Reach out to 800 Businesses
 - II. Complete 200 Labor Market Survey Analysis (LMSA)
 - III. Complete 100 Business Needs Analysis (BNA)
 - IV. Connect 12 employers who need employee training to a training agency.
 - V. Connect 12 trained workers to a job opening.

Hub Cities will identify with the assistance companies who potentially have higher wage jobs. HCC will contact the companies and together will visit companies who have needs with an emphasis on job openings with higher wage jobs.



Business needs assessments will be performed on 100 businesses.

If they have job openings, HCC will post these at their resource center and launch specialized recruitment efforts to identify potential qualified candidates. HCC will perform job seeker recruiting and will be seeking other grant monies to establish an ongoing recruitment.

If the businesses have other needs the businesses will be connected with a business service provider such as the SBDC to assist them. HCC will follow up with the business service provider to ensure that the business is receiving the services it requires.

Time line: Day 1-30 Research and Identify 800 businesses
 Day 31-60 Complete 200 LMI
 Day 61-120 Complete 100 BNA
 Day 121-160 Connect with 12 employers who need employee training.
 Day 161- 180 Connect 12 trained workers to a job opening.

Each of the projected goals for the project will be reviewed on a monthly basis and will form the basis for our basic evaluation. In addition our evaluation plan seeks to address the following questions:

- ❖ How much time did it take to identify potential businesses? What industries did they represent?
- ❖ A matrix indicating the types of services businesses identified as needing in the business need assessment.
- ❖ Did we do individual interviews with businesses? What were the challenges?
- ❖ Were higher wage jobs – here being identified as in the range of \$12-15/hour or higher readily available within Huntington Park or was it necessary to look for such jobs outside of HP.
- ❖ What were the common obstacles or shortages faced by job seekers in obtaining higher wage jobs?
- ❖ Was sufficient short term job training available to meet skill shortages?
- ❖ What was learned which can be shared with civic leaders, local business associations and local economic development agencies.

There are many factors, or many ways that the business analyst can identify business needs. It can be a result of market research or an identified new opportunity brought about by actions of a vendor or competitor. It could be derived from a strategic goal or initiative of the organization.

If this vital role is not performed than the organization would not realize the benefits of identifying some business needs that need to be addressed, possibly gaining greater competitive advantage, possibly achieving strategic goals or taking advantage of an opportunity presented in the market. As you can see this can have a direct effect on the strategic success, and bottom line, of the organization.

DEFINE BUSINESS NEED

Once identified, the business need should be documented in the business case to initiate a project to develop a solution for this business need. This solution may, or may not, involve information technology software development; some solutions are completely a business solution. The business need defines the problem for which the business analyst is attempting to find a solution. The way the business need is defined determines which alternative solutions will be considered, which stakeholders will be consulted and which solution approaches will be evaluated.

DEFINE PROBLEM

Defining business need and defining the problem are two different things. The business need leads to the problem, but both the business need and problem statement needs to be defined and documented. Take for example that you have identified that sales have been decreasing for the past three years. So your business need statement could be “Need increased sales”. What is your problem statement? A root cause analysis uncovered an aging sales force using archaic sales techniques, no new products introduced to the marketplace in three years, competitors introducing products with innovative features, no new marketing campaigns in the last two years, rising costs, and production equipment in need of repair and upgrade.

LEADS TO THE SOLUTION

Now that the true problems have been identified, the enterprise can now initiate separate projects to find solutions for the sales problem, product problem, marketing problem, and production problems; rising costs and production equipment. The team assigned the sales problem can determine if they need to hire younger salespeople, provide sales training on newer techniques, provide better sales support, or implement a new customer relationship management system. Likewise, the other project teams will determine proper solutions to their defined problem statement.

One pitfall that many business analysts and project teams fall into is trying to define the business need by the solution. In practice, quite often the business stakeholders define the solution at the start of the project instead of defining the problem statement first.

They start with the solution first instead of the problem first. This reduces the solution alternatives that receive consideration and may bring a lesser valuable solution to deployment than what could have been achieved. So starting with the business need, problem statement, and solution scope; then developing alternative solutions will bring the most valuable solution to the organization, and the business analyst’s recommendation, to light.

In our sales problem example above, the organization may have identified slumping sales for three years. Without proper problem statement identification the business team may decide to simply hire more salespeople to increase sales. Without proper root cause analysis, they may hire older salespeople, just like the rest of the sales force they have. None of the true root cause problems get resolved because the team jumped to the solution with identifying the true problems needing addressed.



Project Budget

PROPOSED BUDGET

Economic Development Proposal- Business Assessment

Name City of Huntington Park

Project: Economic Development Proposal – Business Assessment

BUDGET CATEGORIES	BUDGET			TOTAL
	TOTAL ACTIVITY BUDGET	PROJECT/CDGB FUND REQUESTED		
I. DIRECT COSTS				
A. PERSONNEL COSTS				
1. Salaries and Wages	17,750	28,600		46,350
2. Fringe Benefits	4,260	6,864		11,124
B. PROGRAM COSTS				
1. Space/desk/phone/fax/computer use	1,500	1,500		3,000
2. Supplies Materials		680		680
3. Marketing/Promotion	1,490	500		1,990
4. Indirect Costs or Facilities & Administrative Costs (overhead)	0	4,343		4,343
5.				
6.				
7.				
8.				
9.				
10.				
TOTAL BUDGET	25,000	42,487		67,487

ATTACHMENT "B"

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE
CITY OF HUNTINGTON PARK
AND THE
HUB CITIES CONSORTIUM**

This Agreement is made and entered into this 1st day of July, 2015, by and between the CITY OF HUNTINGTON PARK, hereinafter referred to as "CITY," and the HUB CITIES CONSORTIUM, hereinafter referred to as "SUBRECIPIENT." The project is to be identified as the HUNTINGTON PARK YOUTH EMPLOYMENT, CIVIC ENGAGEMENT hereinafter referred to as "PROJECT" OR "PROGRAM".

PURPOSE

This Agreement sets forth the responsibilities of CITY and SUBRECIPIENT in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended. The CDBG program and funds related thereto are referred to from time to time as the "CDBG PROGRAM" or "CDBG FUNDS".

CITY agrees to engage the services of SUBRECIPIENT, and SUBRECIPIENT agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

The parties mutually agree as follows:

1. SUBRECIPIENT'S SERVICES

SUBRECIPIENT agrees to perform all tasks, obligations, and services set forth in the "Subrecipient Scope of Services & Budget" attached to this Agreement as Exhibit A and incorporated into this Agreement by this reference.

2. PAYMENT FOR SERVICES

SUBRECIPIENT shall be compensated as follows:

- a) Amount. It is expressly agreed and understood that the total amount to be paid by the CITY under this agreement shall not exceed Five Thousand Dollars (\$5,000). Payment may be contingent

upon certification of the SUBRECIPIENT's financial management system in accordance with the standard specified in OMB Circular A-87.

- b) Not Exceed. Compensation under this agreement shall not exceed \$5,000. If the costs of services provided exceed \$5,000, the SUBRECIPIENT shall pay all additional costs. If the cost of services provided is less than \$5,000, the CITY shall retain all unused funds.
- c) Budget. Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in the "Subrecipient Scope of Services & Budget" in Exhibit A herein incorporated into this Agreement by this reference. The compensation shall be paid at the time and manner set forth in the "Schedule of Compensation" in Exhibit B.

3. AVAILABILITY OF FUNDS/MODIFICATIONS

The City's provision of funding to SUBRECIPIENT pursuant to this Agreement is contingent on the availability of CDBG FUNDS and continued federal authorization for CDBG PROGRAM activities, and is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification and termination as necessary by CITY in accordance with requirements contained in any future Federal legislation, regulations or CITY policy. All other modifications must be in written form and approved by both parties.

4. OBLIGATIONS OF FUNDS

SUBRECIPIENT shall not obligate any funds, incur any costs, or initiate identified project(s), which are the subject of the Agreement, until all environmental review has been completed and certified by CITY's Community Development Department and CITY has issued a written "Authorization to Obligate Funds and Incur Costs."

5. TERM OF AGREEMENT

The term of this Agreement shall be from January 19, 2016 to June 30, 2016.

6. TIME FOR PERFORMANCE

SUBRECIPIENT shall not perform any work under this Agreement until (i) SUBRECIPIENT furnishes proof of insurance as required under Section 22 of this Agreement, and (ii) CITY gives SUBRECIPIENT a written, signed and numbered purchase order or other Authorization to obligate funds and incur costs. All services required of SUBRECIPIENT under this Agreement shall be completed on or before the end of the term of the Agreement.

7. DESIGNATED REPRESENTATIVE

a) The CITY's representative is as follows:

Name and Title: Manuel Acosta, Economic Development Manager
Address: 6550 Miles Avenue, Huntington Park, CA 90255
E-Mail Address: MAcosta@hpca.gov
Telephone Number: (323) 584-6213

b) The SUBRECIPIENT's representative, who shall be responsible for job performance, negotiations, contractual matters, coordination with the CITY Representative is as follows:

Name and Title: Jose Martinez, Executive Director of HUB Cities Consortium
Address: 2677 Zoe Avenue, Huntington Park, CA 90255
E-mail Address: JMartinez@hubcities.org
Telephone No.: (562) 940-8400

The SUBRECIPIENT's professional services shall be actually performed by, or shall be immediately supervised by, the SUBRECIPIENT's representative.

8. COMPLIANCE

SUBRECIPIENT agrees that it undertakes hereby the same obligations to CITY that CITY has undertaken to HUD pursuant to CITY's CDBG application and certifications. The obligations undertaken by SUBRECIPIENT include, but are not limited to, the obligation to comply with all federal laws and regulations describe in Subpart K of 24 CFR Part 570 and specifically with each of the following:

- a) The Housing and Community Development Act of 1974 (Public Law 93-383) as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983; and the Housing and Community Development Act of 1987.
- b) Final regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations commencing with Section 570.1) dated September 6, 1988; and revisions to 24 CFR Part 570 at Subpart J entitled "Grant Administration" and dated March 11, 1988.
- c) Regulations of the Department of Housing and Urban Development relating to environmental review procedures for the Community Block Grant program (Title 24, Subtitle A, Part 58 of the

Code of Federal Regulations, commencing at Section 58.1) except that SUBRECIPIENT does not assume CITY's environmental responsibilities.

- d) Local and State civil rights laws, Title VI of the Civil Rights Act of 1964 as amended (P.L. 88-352), Title VIII of the Civil Rights Act of 1968 as amended, and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- e) Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- f) Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted project. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of the Agreement.
- g) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and regulations adopted to implement the Act in the Code of Federal Regulations, Title 24, Part 42; 49 CFR Part 24; and 24 CFR 570.606 (b).
- h) Equal Employment Opportunity and Affirmative Action (EEO/AA); The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- i) Women- and Minority-Owned Business Enterprise (W/MBE); The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage

Americans, Asian Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- j) Administrative regulations, including, but not limited to, applicable Sections of Department of Housing and Urban Development regulations located at:
1. 24 CFR Part 85 entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments" and referred to as the "Common Rule";
 2. OMB Circular A-87 entitled "Cost Principles Applicable to Grants and Contracts with State and Local Governments and Indian Tribes." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
 3. OMB Circular No. A-128 entitled "Audits of State and Local Governments" (implemented at 24 CFR part 44);
 4. OMB Circular A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations";
 5. OMB Circular A-122 entitled "Cost Principles for Non-Profit Organizations";
 6. OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profits." SUBRECIPIENT records with respect to any matters covered by this agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning SUBRECIPIENT audits and OMB Circular A-133.
- k) Unless specified otherwise within this Agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40 – 48.
- l) SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of

Historic Properties, and any and all local ordinances insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

- m) The Labor Standards Regulations set forth in Section 570.603 of 24 CFR Part 570; and HUD Handbook 1344.1; requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended; the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- n) The Architectural Barriers Act of 1968 (42 U.S.C. Section 4151 and the Americans with Disabilities Act of 1990 (ADA).
- o) The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.). SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of this Act.
- p) The Flood Disaster Protection Act of 1973 (Public Law 93-234 and the regulations adopted pursuant thereto) Section 202(a) and the regulations in 44 CFR parts 59 through 79. SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under

the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

- q) The Clean Air Act (42 U.S.C. Chapter 85) and the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.) and the regulations adopted pursuant thereto.
- r) Executive Order 12372, which requires State Clearinghouse review and comment of any CDBG project for the planning, construction, reconstruction, and/or installation of water or sewer facilities.
- s) Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b)). SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- t) Provision of 24 CFR Part 24 regarding use of debarred, suspended, or ineligible contractors or subcontractors.
- u) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- v) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- w) OSHA; Where employees are engaged in activities not covered under the Occupational Safety Act of 1970 (OSHA), they shall not be required or permitted to work, be trained, or receive services in buildings that are unsanitary, hazardous, or dangerous to the participants' health or safety.

SUBRECIPIENT further agrees to comply with any environmental, procurement, construction, and other guidelines provided by CITY.

As required by Section 33, SUBRECIPIENT shall obtain any necessary permits, licenses and certificates that may be necessary for its performance under this Agreement. Failure to meet established performance goals and standards and/or non-compliance with applicable rules and regulations shall

constitute non-compliance with the terms of this Agreement. The CITY is entitled to use one or more of the following remedies for non-compliance: temporarily withhold cash payments pending correction of deficiencies by SUBRECIPIENT; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the SUBRECIPIENT's program; withhold further awards for the program; and/or take other remedies that may be legally available.

9. INDEPENDENT CONTRACTORS

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. All persons employed for the performance of services and functions hereunder shall be officers, agents, or employees (including volunteers) of SUBRECIPIENT and shall not be deemed to be those of CITY; no CITY officer, agent, or employee shall be under control or supervision of SUBRECIPIENT, and no SUBRECIPIENT officers, agents or employees (including volunteers), shall have any entitlement to wages, pension, civil service, or any status or rights with CITY. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

10. SUBCONTRACTS

SUBRECIPIENT shall incorporate the same or substantially equivalent requirements as are contained in this Agreement in all subcontracts which utilize any CDBG FUNDS and/or support any CDBG PROGRAMS(s) covered by this Agreement; when PROGRAMS(s) utilize(s) CDBG FUNDS and other funding sources, all FUNDS shall be subject to CDBG regulations. SUBRECIPIENT, by entering into any such subcontract for performance of any portion of its CDBG PROGRAM, is not relieved of its responsibilities to CITY as set forth in this Agreement.

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the CITY prior to the execution of such agreement.

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

The SUBRECIPIENT shall insure that all subcontracts let into the performance of this agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

11. NON-DISCRIMINATION/GRIEVANCE PROCEDURES

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279 and all local ordinances. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

No person with responsibilities in the operation of any project under this Agreement will discriminate because of race, creed, color, national origin, age, sex, political affiliation, handicap, beliefs, or marital or familial status.

SUBRECIPIENT will ensure that every effort is made to provide equal opportunity to every potential minority and women's business vendor, contractor and subcontractor.

12. SECTION 3 CLAUSE

- a) Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subcontractors, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual and/or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notification. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontract. The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

13. STANDARD OF CONDUCT/CONFLICT OF INTEREST AND LOBBYING

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 and 570.611.

No member, officer or employee of SUBRECIPIENT or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program activities assisted under this Agreement.

No member, officer or agent of the SUBRECIPIENT shall participate in the selection of in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this Section, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the SUBRECIPIENT, or any designated public agency.

By entering into this Agreement, SUBRECIPIENT certifies:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and other federal disclosure forms as requested.
- c) SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. FISCAL CONTROL

The SUBRECIPIENT agrees to comply with 24 CFR 84.21 – 28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. SUBRECIPIENT shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The SUBRECIPIENT shall establish such fiscal controls and fund accounting procedures as required by Federal regulations, or as may be deemed necessary by HUD and CITY to ensure the proper disbursement of, and accounting for, funds paid to the SUBRECIPIENT under the CDBG PROGRAM.

- a) Disbursement of Funds: CDBG FUNDS shall be disbursed by CITY to SUBRECIPIENT on a reimbursement for actual expenses basis.

- b) Deposit of Funds: SUBRECIPIENT shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG FUNDS. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100 per year (which may be retained for related administrative expenses) must be returned at least quarterly to the U.S. Department of Housing and Urban Development (HUD) via the CITY. Deposits in minority banks are encouraged.

SUBRECIPIENT subject to OMB Circular A-110 shall deposit funds in an account requiring two signatures for disbursement and shall submit to CITY specimen signatures for all authorized signatories prior to receipt of funds.

CITY agrees to pay SUBRECIPIENT progress payments at the time and in the manner set forth in the "Schedule of Compensation," Exhibit C. Payment by CITY is not to be construed as final in the event HUD disallows reimbursement for the project or any portion thereof. Reasonable back-up documentation, as specified by CITY, shall be submitted by SUBRECIPIENT with request for payment.

SUBRECIPIENT shall be liable for all amounts which are determined to be due by HUD including, but not limited to, disallowed costs which are the result of SUBRECIPIENT's or its contractor's conduct under this Agreement. SUBRECIPIENT shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between CITY and HUD arising from this Agreement.

All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 18 of this Agreement.

If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the CITY for approval, in a form specified by the CITY.

15. PROGRAM INCOME

SUBRECIPIENT shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the SUBRECIPIENT may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

16. REVERSION OF ASSETS

Upon expiration of this Agreement, SUBRECIPIENT shall transfer to the CITY any CDBG FUNDS in SUBRECIPIENT's control at the time of expiration and any accounts receivable attributable to the use of CDBG FUNDS. Further, any real property under SUBRECIPIENT's control that was acquired and/or improved in whole or in part with CDBG FUNDS (including CDBG funds provided to the SUBRECIPIENT in the form of a loan) in excess of \$25,000 shall be either:

- a) Used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, the length of time to be further prescribed by mutual agreement of the parties and delineated in this Agreement. If the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the CITY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The SUBRECIPIENT may retain real property acquired or improved under this agreement after the expiration of the five-year period or for a longer period of time, as the CITY deems appropriate.
- b) Disposed of in such manner that CITY is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG FUNDS for acquisition and/or improvement of such property. The payment is Program Income to the recipient.

17. EQUIPMENT

Equipment, which shall be defined as tangible, nonexpendable, personal property having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more per unit, is eligible for purchase using CDBG FUNDS only upon prior approval of CITY and subject to 24 CFR Part 570.207(b)(1). Such equipment shall be used by SUBRECIPIENT in the project for which it was acquired as long as needed, regardless of whether such project continues to be supported by Federal funds; at the time, equipment may be used in other activities currently or previously supported by a Federal agency. Use of such equipment is also subject to provisions of 24 CFR Part 85.32(c)(2)(3) and (4). SUBRECIPIENT shall also establish procedures for managing equipment, which meet the requirements of 24 CFR Part 85.32(d). Further, proceeds from disposition of such equipment shall be treated as program income as specified in Section 15 and 16 of this Agreement.

18. RECORDS AND REPORTS

SUBRECIPIENT agrees to supply to CITY, on a minimum quarterly basis, any progress reports and/or other documentation as may be required by CITY to audit performance of this Agreement and/or to enable CITY to analyze and evaluate utilization of SUBRECIPIENT's program. SUBRECIPIENT shall maintain separate accounting and financial records for each funding (revenue) source in support of the project(s).

- a) Payment Request. SUBRECIPIENT shall submit a Payment Request and supporting documents for payment to CITY's Community Development Department by the 15th of each month. Payment of accurate and approved Payment Requests may be submitted no more often than once a month and no less often than once every three (3) months. An exception would only be in the event that no expenditures occurred, which shall be documented in the Subrecipient Performance Report. Payment Request shall be made on a form substantially similar to Exhibit D, "Payment Request."
- b) Subrecipient Performance Report (SPR). Subrecipient Performance Reports (SPR) shall be made on the form provided for in Exhibit E "Subrecipient Performance Report" and shall address project status and, if applicable, explanation of any problems/delays encountered and/or anticipated and measures to be taken to correct such problems; revised milestones including anticipated schedule for project completion; direct benefit statistics; and a summary of expenditures, obligations, program income, and drawdowns to date. In addition, SUBRECIPIENT shall provide as part of the progress report any citizen comments received during the reporting period relative to the project(s), and responses to such comments, and additional project information, as needed. SUBRECIPIENT shall submit such report quarterly within fifteen (15) days of the close of report period.
- c) Client Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income

level or other basis for determining eligibility, and description of services being provided. Such information shall be made available to CITY monitors or their designees for review upon request.

- d) Disclosure. The SUBRECIPIENT understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this contract, is prohibited by all applicable state and federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- e) HUD/CITY Reports. SUBRECIPIENT shall submit to CITY in a timely manner other reports as requested/required CITY for HUD compliance including, but not limited to the Contractor/Subcontractor, EEO-4, and Minority Financial Institution Reports (if applicable), and provide, as requested by HUD and/or CITY, information necessary to prepare the Consolidated Plan, Final Statement of Community Development Objectives, Consolidated Annual Performance and Evaluation Report CAPER), and other such reports and/or plans.
- f) Audit. SUBRECIPIENT shall be responsible for conducting an annual audit of its CDBG PROGRAM in compliance with the Office of Management and Budget (OMB) Circular No. A-133 issued pursuant to the Single Audit Act of 1984 and the Single Audit Amendments of 1996, P.L. 98-502, OMB Circular A-110, and 24 CFR Part 85, as applicable. A copy of said audit shall be forwarded to CITY upon completion. Any costs associated with the annual audit shall be the responsibility of and paid for by SUBRECIPIENT.

19. AGREEMENT RESPONSIBILITY FOR MONITORING AND RECORDS

HUD, the Office of the Inspector General (OIG), and the designated representatives of CITY, and other appropriate officials shall have access to all personnel records, management information, and fiscal data of SUBRECIPIENT and any agency or contractor with whom SUBRECIPIENT executes a subcontract necessary to carry out any CDBG PROGRAM(s) for monitoring purposes (24 CFR 85.40(a) and 84.51-84.53). The SUBRECIPIENT shall respond in a timely manner to all identified corrective action needs as a result of HUD, County, or other monitoring. The SUBRECIPIENT shall submit to CITY all required reports and monitoring corrective action plans on a timely basis, as delineated by CITY. Records shall be maintained as follows:

- a) SUBRECIPIENT agrees to retain all pertinent records under CDBG PROGRAM, including financial records, until advised by CITY that further retention is unnecessary. Generally, records shall be retained for a period for five (5) years from the end of the fiscal year in which the last project covered by CITY's annual agreement with HUD is completed. Records shall be open and available for inspection by auditors and/or other staff assigned by HUD and/or CITY during the normal business hours of SUBRECIPIENT. If at the end of such five-year period, there is ongoing

litigation, claims, negotiations, audit or other action involving SUBRECIPIENT's or the CITY's records, which has started before expiration of the five (5) year period, SUBRECIPIENT will retain the records until the completion of the action and resolution of all issues which arise from it (24 CFR 85.42 as modified by 570.502(a)(16), or 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix)(A) and (B), as appropriate).

- b) Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, the SUBRECIPIENT also must provide citizens with reasonable access to records on the past use of CDBG funds (24 CFR 570.508).
- c) Records for nonexpendable property shall be retained for a period of five (5) years after final disposition of the property, if applicable.

20. INSPECTION OF RIGHTS

SUBRECIPIENT agrees to allow CITY to inspect physical premises of any project(s) upon 24-hour advance notice.

21. REQUEST FOR TECHNICAL ASSISTANCE

SUBRECIPIENT shall refer to the Community Development Department any regulatory or procedural questions regarding operation of its CDBG PROGRAM. All formal requests for technical assistance shall be submitted in writing. Requests should specify the problem area, particular assistance being requested, and proposed solution if applicable. Informal questions regarding day-to-day program operation may be directed to the designated CITY representative.

22. INSURANCE

SUBRECIPIENT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY, the following minimum scope of insurance coverage:

- a) A policy or policies of broad-form commercial general liability insurance, in a form at least as broad as ISO form #CG 00 01 11 88, with minimum limits of one million dollars (\$1,000,000.) combined single limit coverage per occurrence against any bodily injury, personal injury, or property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit;
- b) Business Automobile Liability Insurance, with minimum combined single limits coverage of one million dollars (\$1,000,000.) per accident for bodily injury and property damage. Such insurance

shall include coverage for owned, hired and non-owned automobiles used to perform work under the City's grant, as applicable;

- c) Worker's Compensation Insurance in accordance with the laws of the State of California, and Employers Liability Insurance with a minimum limit of one million dollars (\$1,000,000) per accident, as applicable.

All insurance coverage's shall be confirmed by execution of endorsements and certificates of insurance. SUBRECIPIENT is required to file the completed policy endorsements and certificates with CITY on or before the effective date of this Agreement, and to thereafter maintain current endorsements on file with CITY. The completed endorsements and certificates of insurance are subject to the approval of the CITY. In addition any deductible or self-insured retention must be declared to and approved by the CITY.

The insurance policies required under this section shall contain, or be endorsed to contain, the following provisions:

a) Commercial General Liability, Business Automobile Liability Policies.

1. The CITY, its officials, officers, agents, employees, and volunteers are to be covered as an additional named insured as respects: liability arising out of activities performed by or on behalf of SUBRECIPIENT; products and completed operations of SUBRECIPIENT; premises owned, occupied, or used by SUBRECIPIENT; or automobiles owned, leased, hired, or borrowed by the SUBRECIPIENT.
2. SUBRECIPIENT'S insurance coverage shall be primary insurance as respects the CITY, its officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, officers, agents, employees and volunteers shall be excess of the SUBRECIPIENT'S insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, officers, agents, employees, and volunteers.

The SUBRECIPIENT'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.

- b) Worker's Compensation and Employer's Liability Insurance. Insurer waives all rights of subrogation against CITY, its officials, officers, agents, employees and volunteers for losses arising from work performed by SUBRECIPIENT of CITY.

- c) All Coverage's. Each policy of insurance required by this section 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.

23. WORKER'S COMPENSATION

For the duration of the agreement, SUBRECIPIENT and all subcontractors, consultants, and agents shall maintain Workers' Compensation Insurance in the amount and type required by California Law, if applicable.

24. HOLD HARMLESS

SUBRECIPIENT shall hold City and City's officers, employees, agents and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or other wrongful conduct related in any way to SUBRECIPIENT'S performance of its services pursuant to this Agreement. In the event City and/or any of City's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or other wrongful conduct, SUBRECIPIENT shall indemnify them for any judgment rendered against them, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees.

SUBRECIPIENT also understands and agrees that it is being employed to perform the services provided for by this Agreement because of SUBRECIPIENT'S professed expertise and experience in performing the services provided for under this Agreement. In addition SUBRECIPIENT understands and agrees that while City and City's officers agents, may elect to do so, they have no duty to review, inspect, or supervise the work performed by SUBRECIPIENT pursuant to this Agreement, except as otherwise expressly provided for by this Agreement. As a consequence, SUBRECIPIENT waives any right of contribution against City or any of City's officers, employees, agents and volunteers arising out of such failure to inspect, review, monitor or supervise the work performed by SUBRECIPIENT pursuant to this Agreement.

25. COVENANTS AND CONDITIONS

Each term and each provision of this agreement to be performed by SUBRECIPIENT shall be construed to be both a covenant and a condition.

26. EFFECT OF TERMINATION

- a) Termination of Agreement for Convenience. In accordance with 24 CFR Part 85.44, the Agreement may be terminated by either party after thirty (30) days written notice of intention to terminate, setting forth the reasons and the effective date of such termination, has been given to the other party, provided, however, that no notice of termination given by SUBRECIPIENT shall be effective unless HUD has agreed to release CITY from its obligations pursuant to the Program Activity (ies). Alternatively, the Agreement will automatically terminate in the event that the United States Government terminates the CDBG PROGRAMS or terminates the Program Activity (ies) which is the subject of the Agreement.
- b) Termination of Agreement for Cause. In accordance with 24 CFR Part 85.43, the parties hereto understand that pursuant to CITY's execution of the HUD application, CITY assumed responsibility as to the performance of the projects. If through any cause SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement to undertake, conduct or perform the project(s) identified in this Agreement, or if SUBRECIPIENT violates any of the covenants, agreements, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof at least (5) days before the effective date of such termination. Notwithstanding the above, SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any payments to SUBRECIPIENT for the purpose of set off until such time as the exact amount of damages due CITY from SUBRECIPIENT is determined.
- c) Upon termination, as stated in Section 3 or 27 of this Agreement, the CITY shall be liable to SUBRECIPIENT only for work done by SUBRECIPIENT up to and including the date of termination of this Agreement, unless the termination is for cause, in which event SUBRECIPIENT need be compensated only to the extent required by law.

27. SEVERABILITY

If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

28. OWNERSHIP OF SUBRECIPIENT'S WORK PRODUCT AND COPYRIGHT

CITY shall be the owner of any and all computations, plans, correspondence and/or other pertinent data and information gathered or prepared by SUBRECIPIENT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for governmental purposes.

29. TAXPAYER IDENTIFICATION NUMBER

SUBRECIPIENT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 2007), as issued by the Internal Revenue Service.

30. AMENDMENTS

The CITY or SUBRECIPIENT may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the CITY's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this agreement.

The CITY may, in its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

31. USE OF TERM "CITY"

Reference to "CITY" in this Agreement includes CITY Manager, the designated CITY representative, or any authorized representative acting on behalf of CITY.

32. NOTICES

All notices given, or required to be given, pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed to each party's designated representative as set forth above. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

33. PERMITS AND LICENSES

SUBRECIPIENT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

34. CITY RECOGNITION

The SUBRECIPIENT shall insure recognition of the role of the CITY in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this agreement.

35. WAIVER

A waiver by the CITY of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

36. GOVERNING LAW

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Orange County.

37. ASSIGNABILITY

The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

38. INTEGRATED AGREEMENT

This Agreement represents the entire Agreement between the CITY and the SUBRECIPIENT and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

IN WITNESS WHEREOF, the City Manager of the City of Huntington Park has caused this agreement to be subscribed and attested by the City Clerk hereof, and the SUBRECIPIENT has subscribed the same through its authorized officer, the day, month and year first above written.

SUBRECIPIENT

CITY

CITY OF HUNTINGTON PARK

HUB CITIES CONSORTIUM

By:

EDGAR CISNEROS
City Manager

By:

JOSE MARTINEZ
Executive Director

Dated:

Dated:

Approved as to Form:

Attest:

By:

City Attorney

By:

City Clerk

Dated:

Dated:

EXHIBIT A
CDBG/PUBLIC SERVICES
SUBRECIPIENT SCOPE OF SERVICES & BUDGET
PROGRAM YEAR 2015-16

This Scope of Services is part of the Subrecipient Agreement between the **CITY OF HUNTINGTON PARK** and the **COUNTY OF LOS ANGELES PUBLIC LIBRARY**, SUBRECIPIENT, dated January 19, 2016. It is incorporated into the Agreement as though fully set forth therein:

TITLE OF PROJECT: Huntington Park Youth Employment and Civic Engagement Pilot Program
SUBRECIPIENT: HUB Cities Consortium – Huntington Park
ACTIVITY: Public Services / 24 CFR 570.201(e)
MATRIX CODE: 05D – Youth Services

I. SCOPE OF SERVICES

SUBRECIPIENT will be responsible for administering a Program Year 2015-16 Community Development Block Grant (CDBG) project described as follows in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds:

Project Description – *Provide a summary of the project including any history or background on the program need. Also describe to what extent this activity delivers the desired outcomes in the community or in the lives of the persons assisted.*

Client Eligibility/Target Population – *Clearly describe the clientele your agency is intending to serve through this CDBG-funded program, including estimated numbers of clients to be served, and other measurable outputs.*

Target Service Area – *Describe the service area your agency will target to ensure that you serve only the clients that reside within that area.*

City of Huntington Park.

Marketing and Outreach – *To ensure that you provide opportunities to all available and eligible persons, please describe how your agency will outreach and market the program to the targeted population.*

BUDGET

SUBRECIPIENT understands that the agreement is in the amount not to exceed \$5,000 (Five-Thousand Dollars).

**Proposed Budget
FY 2015-2016**

A Budget Item	B Calculation	C Matching Sources	D CDBG Contribution	E Program Budget
Personnel				
Staff Salaries		\$ 7,309	\$ 656	\$ 7,965
Fringe Benefits		\$ 2,652	\$ 94	\$ 2,746
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Personnel Sub-Total		\$ 9,961	\$ 750	\$ 10,711
Operations				
Tool kits	2 Tool Kits @ 1000	\$ 500	\$ 2,000	\$ 2,000
Internship salaries	2 units cost @ 2,250	\$ 2,250	\$ 2,250	\$ 4,500
Workshops and Lunches	50 units cost @ 50	\$ 250	\$ 0	\$ 250
Community Beatification Project	100 units @ 50	\$ 500	\$ 0	\$ 500
UCLA Unicamp Fee	2 slots @75	\$ 150	\$ 0	\$ 150
Graduation Video	2 Slots @50	\$ 100	\$ 0	\$ 100
Other services	Supportive Services	\$ 1,582	\$ 0	\$ 1,582
Operations Sub-Total		\$ 4,835	\$ 4,250	\$ 9,085
Total Budget		\$ 14,796	\$ 5,000	\$ 19,796

EXHIBIT B
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON PARK
AND THE
COUNTY OF LOS ANGELES PUBLIC LIBRARY
FOR THE
HUNTINGTON PARK HOMEWORK CENTER

“SCHEDULE OF COMPENSATION”

1. AMOUNT OF COMPENSATION. For performing and completing all work and services described in Exhibit A, and for providing all materials required therefore, CITY shall pay SUBRECIPIENT the total amount of:

NOT TO EXCEED: \$5,000.00

The above total amount listed shall include all out-of-pocket expenses incurred by SUBRECIPIENT in the performance of such services.

2. BILLING. At the completion of each item(s) as identified in Exhibit A “Scope of Work and Budget” of this Agreement or as expenses are incurred, Subrecipient shall submit a Payment Request (see Exhibit C “Payment Request”) with all supporting documentation to the CITY at the following address:

City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, California 90255
Attn: Manuel Acosta, Housing and Community Development Manager

3. METHOD OF PAYMENT. Payment to SUBRECIPIENT of the compensation specified in Section 1 of this Exhibit shall be made as follows:

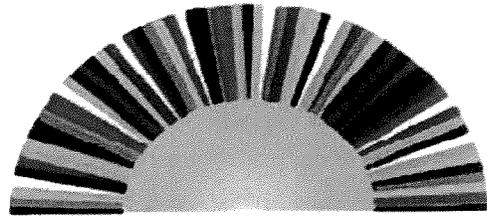
a) Subject to the maximum allowable compensation set forth in Section 1 of this Exhibit, the CITY shall pay the SUBRECIPIENT, based on the submittal and approval of a Payment Request (see Exhibit C “Payment Request”), on the basis determined by this Agreement during the term of this Agreement.

b) Terms shall be Net 30 days.

EXHIBIT C
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON PARK
AND THE
COUNTY OF LOS ANGELES PUBLIC LIBRARY
FOR THE
HUNTINGTON PARK HOMEWORK CENTER
“PAYMENT REQUEST”

EXHIBIT D
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON PARK
AND THE
COUNTY OF LOS ANGELES PUBLIC LIBRARY
FOR THE
HUNTINGTON PARK HOMEWORK CENTER

“FY 2015-16 SUBRECIPIENT PERFORMANCE REPORT (SPR)”



HUNTINGTON PARK
C A L I F O R N I A

CITY OF HUNTINGTON PARK
COMMUNITY DEVELOPMENT BLOCK GRANT
FISCAL YEAR 2015/16
FUNDING APPLICATION

Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255

BACKGROUND

The City of Huntington Park (City) is requesting applications from selected **nonprofit organizations** and **City departments** with the administrative capacity and experience to assist the City in carrying out public services and public improvements/facilities benefiting Huntington Park's low- and moderate- income persons. Funding will be provided under the federal Community Development Block Grant (CDBG) Program granted to the City by the U.S. Department of Housing and Urban Development (HUD).

APPLICATION SUBMITTAL DEADLINE

Applications will be accepted until 4:30 P.M. on Thursday, February 12, 2015

Applicants must submit one original signed **CDBG Program Application** which follows and one copies. All materials should be packaged in the order presented in this application package. If you would like an electronic copy of these forms, please send an email to Manuel Acosta, Economic Development Manager at macosta@huntingtonpark.org or contact him by telephone at (323) 584-6213.

The City of Huntington Park may request additional information from an applicant prior to granting funds.

The **CDBG Public Service Application (pp 6 to 16)** can be mailed or hand delivered to:

**Manuel Acosta, Economic Development Manager
City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255**

While the City of Huntington Park has yet to be notified about the final amount of funding to be received from HUD for Fiscal 2015/16, the City estimates an amount of \$1,308,812 to be used for developing the proposed activities next fiscal year. The statutory limit of 15 percent of the estimated annual CDBG entitlement award for public services is approximately \$196,321. Additionally, approximately \$850,000 will be available to carry out public improvement, public facility, and economic development activities.

PROGRAM REQUIREMENTS**ELIGIBLE ACTIVITIES**

The City will only consider activities that meet the program requirements cited herein.

- Examples of eligible activities for CDBG public service funding include day care or recreational services, including for children, youth, and older adults; crime prevention; health services, including primary health, substance abuse treatment, mental health, and counseling programs; housing counseling including landlord/tenant housing rights counseling and mediation, and fair housing outreach, counseling, and investigation; employment services, including job assessment, training, and placement; homeless prevention; graffiti removal and prevention; energy conservation; and other human services to alleviate poverty.
- Funds may be used to pay for staff, supplies and materials, and certain facility operating or administrative overhead costs that are directly related to the delivery of the funded public service program.
- An organization must either provide a new service, not just a newly CDBG-funded service, or provide a quantifiable increase in the level of service provided in the previous 12 months.
- The organization must be located within Huntington Park *or* have been providing services for at least two years to low- and moderate- income persons in Huntington Park, either on the basis as a direct benefit to each income eligible person/household or assisting a limited clientele of whom 51 percent are income eligible or who are presumed eligible (e.g., seniors, homeless, disabled persons). As of December 2014, income limits for low- and moderate-income households are as follows:

HUD 2014 Income Limits for Los Angeles - Long Beach Area								
(Income Limits for 2015 Expected by February 2015)								
Family Size	1	2	3	4	5	6	7	8
Extremely Low Income	\$17,150	\$19,600	\$22,050	\$24,450	\$26,450	\$28,400	\$30,350	\$32,300
Very Low Income	\$28,550	\$32,600	\$36,700	\$40,750	\$44,050	\$47,300	\$50,550	\$53,800
Low Income	\$45,650	\$52,200	\$58,700	\$65,200	\$70,450	\$75,650	\$80,850	\$86,100

- Be a non-profit organization with federal 501(c) (3) tax-exempt status or a government entity.
- Be able to reach out to, and communicate with, those who need your services who may have limited ability to speak English.
- Ensure the confidentiality of records concerning program participants.
- Comply with all Huntington Park contract agreement requirements, including following restrictions on the use of federal funds, utilizing the applicable OMB standard for financial management and audits, and submitting timely and complete invoices and quarterly reports describing program achievements. You must provide information on clientele demographics if you are meeting income guidelines on a household basis, or document the areas of service if you are meeting income guidelines on area wide basis.

INELIGIBLE ACTIVITIES

- CDBG funds may not be used to fund an existing service. By federal regulation, CDBG public service funds may not be used to replace another funding source in order to continue a program. CDBG funds may be used to continue a previously CDBG-funded program, provided that there is a quantifiable increase in the level of service over that provided within the previous 12 months.
- Service providers may not limit access to employment by their agency or client access to services on the basis of religion, require beneficiaries to attend religious services or meetings as condition for receiving CDBG-funded or associated services, or use funds to provide religious instruction or engage in religious proselytizing.
- The use of any federal funds for political activity is prohibited by federal regulation. CDBG funds may not be used to, in any way, advertise or promote the viability of or a position on any candidate, ballot measure, or other item that will be voted upon by the electorate. Voter education may be acceptable in certain cases; please consult with us for further details.
- The use of CDBG funds for unallowable costs under OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", OMB Circular No. A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable.

FUNDING PREFERENCES

The highest priority will be afforded to activities that meet one of the **Priority Needs** to Low- and Moderate-Income persons set forth in the City's Five Year (2015/16-2019/20) Consolidated Plan. Consultation with community residents and social service providers conducted as part of this Consolidated Plan identified the following key service needs in Huntington Park:

- Preserve and rehabilitate existing housing stock;
- Increase affordable housing supply;
- Ensure fair housing;
- Maximize use of Housing Choice Vouchers;
- Support services and housing for homeless and at-risk of becoming homeless persons;
- Support services and housing for special needs populations;
- Reduce lead based paint hazards;
- Provide needed services to low and moderate income persons;
- Provide infrastructure improvements in low and moderate income neighborhoods; and
- Provide needed community facilities to serve low and moderate income persons.

APPLICATION INSTRUCTIONS

1. Review the funding application guidelines carefully.
2. Nonprofit entities are to obtain Board approval to submit an application.
3. Complete the Application Worksheet.
4. Complete a Project Narrative – be sure to include all requested information.
5. Complete the Budget Summary Worksheet.
6. Utilize the Application Checklist to ensure that all components have been included.
7. Utilize the Supplemental Documents Checklist to ensure that all required documents have been included.

CDBG PROGRAM APPLICATION WORKSHEET

Name of Agency Submitting Proposal	Hub Cities Consortium
Program Name	Hire Huntington Park Youth Workforce & Civic Engagement Pilot Program
Organization Address	2677 Zoe Avenue, Huntington Park, CA 90255
Project Location, if different from above	N/A
Federal Identification Number (9 Digit Number)	95-4173716
DUNS Number	829684851
Contact Person and Title	Jose Martinez, Executive Director
Telephone	323-586-4734
E-mail	JMartinez@hubcities.org
Amount of CDBG Funds Requested	\$ 5,000
Proposed Use of Funds	Youth Activites Project

Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	The project location is confidential.
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	We have previously received Huntington Park funding. If Yes, when?
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	This is a new project.

CITY PRIORITIES. Identify which priority need your organization meets.

- Preserve and rehabilitate existing housing stock
- Increase affordable housing supply
- Ensure fair housing
- Maximize use of Housing Choice Vouchers
- Support services and housing for homeless and at-risk of becoming homeless persons
- Support services and housing for special needs populations
- Reduce lead based paint hazards
- Provide needed services to low and moderate income persons
- Provide infrastructure improvements in low and moderate income neighborhoods
- Provide needed community facilities to serve low and moderate income persons
- Other: _____

OUTPUT STATEMENT

The objective of our proposed CDBG-funded activity is to create (check one):

- A suitable living environment. *(Select this objective for activities that are intended to address a wide range of issues faced by LMI persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.)*
- Decent affordable housing. *(Select this objective for activities where the purpose is to meet individual family or community housing needs.)*

- Economic opportunities. (Select for activities related to economic development, commercial revitalization, or job creation.)

The desired outcome of our proposed CDBG-funded activity is (check one):

- Availability/Accessibility. (Select for activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to LMI people, including persons with disabilities.)
- Affordability. (Select for activities that lower the cost, improve the quality, or increase the affordability of a product or service to benefit a low-income household.)
- Sustainability. (Select for activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of LMI or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.)

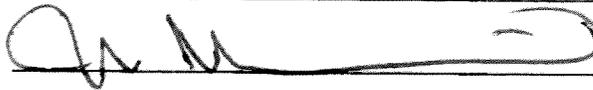
PERFORMANCE MEASURES/INDICATORS (check one)

- Estimated total number of unduplicated beneficiaries provided with **new access** to this service or benefit (*new access to a service includes a service offered for the first time or a service that continues to be provided in subsequent years*):
- Estimated total number of unduplicated beneficiaries with **Improved access** to this service or benefit (*improved access to a service refers to a previously offered service that now is expanded in terms of size, capacity or location*):
- Estimated total number of unduplicated beneficiaries expected to receive a service or benefit that is **no longer standard** (*this is in reference to a public service activity used to meet a quality standard or measurably improved quality*):

Person Authorized to Certify
Commitments Made to this Grant:

Jose Martinez

Authorized Signature:



Name:

Jose Martinez

Date:

11/09/2015

Title:

Executive Director

E-mail:

JMartinez@hubcities.org

PROGRAM SUMMARY

Attach a summary of not more than one paragraph of the services you propose to provide. Briefly identify the target population, key service elements, need for service, and approximate number of persons you expect to serve. You will describe the program in more detail in the program design section below.

PROGRAM EXPERIENCE AND QUALIFICATIONS

Attach a summary of not more than one and one-half pages in length of the qualifications of your organization in terms of mission, organizational capacity, experience with similar or related programs, track record with target population, established presence in Huntington Park, etc., to carry out the proposed project. You must demonstrate that you have operated a comparable program for at least two years, though it need not necessarily have served Huntington Park residents. Describe your collaborations with other human service and safety-net service providers as they relate to the proposed project. Attach an organizational brochure or annual report, if you have one available. Be sure to specify any awards or commendations you have received for related work. Please reserve your comments about fiscal administrative capacity for the next section.

FISCAL ADMINISTRATION CAPACITY

Yes No We are a Department or Division of the City of Huntington Park; our fiscal administration is overseen by the City's Finance Department. If yes, you may skip the remaining questions in this section.

Yes No Our agency has past-due obligations with a funding source or unearned grant from a previous contract which has not been returned to the funding source. If yes, attach a description of the funding source, amount, and reasons for past due obligation.

Yes No In the past 3 years, our agency has had an Internal Revenue Service or State levy. If yes, attach a description of the problem and your plan and timeframe to resolve it.

Attach a summary of not more than one-half page in length of your organization's capacity to manage and administer federal funds and comply with OMB financial control and reporting standards. Be sure to specify any previous experience with CDBG or other HUD funds.

ORGANIZATIONAL CAPACITY

Describe your agency's administrative systems by checking each item that exists within your agency's organizational structure:

- | | | |
|--|---|-----------------------------|
| Formal Personnel System: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Financial Management System: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Staff Salary Tracking System: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Audit System: There are written accounting procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Recordkeeping System: There are separate tracking systems for each funding source. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Security Systems: There are formal written cash management practices. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Filing System: There are hard copy and computer systems with security backup. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Client Eligibility Verification: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Client Demographic Data Collection and Report System | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Procurement Policy: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

PROGRAM DESIGN

Attach a program description of not more than two pages in length. It must demonstrate that the proposed program is a new program, or alternatively, offers a quantifiable increase in service in terms of the intensity and range of services available or the number of clients to be served. The description must also address the following:

- The purpose of the proposed program.
- The need for the proposed program, and how it was identified.
- The types of public services to be provided (select from 17 activity categories identified below).
 - ✓ **Public Services (General)**: Do not use this code unless the activity cannot be classified under a more specific activity code. Public service activities include housing referral and counseling services, neighborhood cleanup, homeownership counseling, food distribution/food bank, health education, or rape prevention education, as well as general or unspecified homeless services, including those described as essential or supportive services.
 - ✓ **Senior Services**: Services that will be provided to elderly persons (e.g., meals-on-wheels, dial-a-ride). Senior Services or Services for the Disabled may be used for activities that will provide services for both senior citizens and persons with disabilities if the activity is not intended primarily to serve one group rather than the other.
 - ✓ **Disabled Services**: Services for persons with disabilities, regardless of age.
 - ✓ **Legal Services**: Includes programs that provide legal aid to low- and moderate-income persons
 - ✓ **Youth Services**: Services for teenagers (ages 13 to 19) such as recreational services limited to teenagers or a teen counseling program. If a counseling program is targeted for youth but includes counseling for the family as well, it may still be classified as a youth service if the focus is on counseling for youth. However, use Child Care Services for services for children up to age 13 and Abused and Neglected Children for services for abused children.
 - ✓ **Transportation Services**: Use this code for transportation services. Transportation services for a specific client group should be classified under the code for that client group; for example, use Senior Services, for transportation services for the elderly.
 - ✓ **Battered and Abused Spouses**: Use this code only for programs serving adults or families. If the activity is limited to serving abused and neglected children, classify the activity under Abused and Neglected Children.

- ✓ **Employment Training**: Use this code for assistance that increases self-sufficiency. This includes literacy, independent living skills, job training, and employment service activities. When financial assistance will be used to provide job training for the creation of permanent jobs with a specific business, use Economic Development: Direct Financial Assistance to For-Profit Business.
- ✓ **Substance Abuse Services**: Use this code for substance abuse recovery programs as well as prevention/education activities.
- ✓ **Crime Awareness**: Any program that promotes these goals, including crime prevention education programs and paying for security guards.
- ✓ **Fair Housing Activities**: Use this code for fair housing services (e.g., counseling on housing discrimination).
- ✓ **Tenant/Landlord Counseling**: Use this code for counseling provided to help prevent or settle disputes that occur between tenants and landlords.
- ✓ **Child Care Services**: Use this for services that will benefit children (generally under age 13), including parenting skills classes. However, services exclusively for abused and neglected children should be classified under Abused and Neglected Children.
- ✓ **Health Services**: Health services activities include operation of neighborhood clinics, post-rape counseling, vermin abatement services, and other activities designed to serve the health needs of residents. (Exception: Mental health services, which should be classified under Mental Health Services.)
- ✓ **Abused and Neglected Children**: Use this code for daycare or other services exclusively for abused and neglected children.
- ✓ **Mental Health Services**: Use this code for activities designed to address the mental health needs of residents of the community.
- ✓ **Screening for Lead-Based Paint/Lead Hazards Poisoning**: Use this code for activities designed primarily to provide screening for (not removal of) lead-based paint and other lead poisoning hazards.
- The types of **public improvements/facilities** to be provided (select from 15 activity categories identified below).
 - ✓ **Senior Centers**: Acquisition, construction, or rehabilitation of facilities (except permanent housing) for seniors.

- ✓ Handicapped Centers: Acquisition, construction, or rehabilitation of center, group homes, and other facilities (except permanent housing) for the handicapped.
- ✓ Homeless Facilities (not operating costs): Acquisition, construction, or rehabilitation of temporary shelters and transitional housing for the homeless, including battered spouses, disaster victims, runaway children, drug offenders, and parolees.
- ✓ Youth Centers: Acquisition, construction, or rehabilitation of facilities intended primarily for young people age 13 to 19. These include playground and recreational facilities that are part of a youth center.
- ✓ Neighborhood Facilities: Acquisition, construction, or rehabilitation of facilities that are principally designed to serve a neighborhood that will be used for social services or for multiple purposes (including recreation). Such facilities may include libraries and community centers.
- ✓ Park, Recreational Facilities: Development of open space areas of facilities intended primarily for recreational use.
- ✓ Parking Facilities: Acquisition, construction, or rehabilitation of parking lots and parking garages.
- ✓ Solid Waste Disposal Improvements: Acquisition, construction, or rehabilitation of solid waste disposal facilities.
- ✓ Flood Drainage Improvements: Acquisition, construction, or rehabilitation of flood drainage facilities, such as retention ponds or catch basins.
- ✓ Water/Sewer Improvements: Installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants. Costs of street repairs (usually repaving) made necessary by water/sewer improvement activities are included.
- ✓ Street Improvements: Installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs, improvements that include landscaping, street lighting, and/or street signs (commonly referred to as streetscaping).
- ✓ Sidewalks: Improvements to sidewalks, including the installation of trash receptacles, lighting, benches, and trees.

- ✓ Child Care Centers: Acquisition, construction, or rehabilitation of facilities intended primarily for children age 12 and under. Examples are daycare centers and preschool centers.
 - ✓ Tree Planting: Activities limited to tree planting (sometimes referred to as beautification).
 - ✓ Other Public Facilities and Improvements: Do not use select this category unless an activity does not fall under a more specific public improvement/facility category.
- The target population for the program or neighborhoods for the program and how they were identified.
 - The plans and timeline for program start-up, if this is a new program.

OUTREACH

Attach a description of not more than one page describing your outreach plan to make your best effort that your target population, not only the clients you presently serve, will be aware of your programs. You must be able to reach out to and communicate with those who need your services who may have limited ability to speak English. Please list all languages in which your agency has capability, specifying the full-time equivalent staff or the number of volunteers on call to assist with each.

SUPPLEMENTAL DOCUMENTS CHECKLIST

Submit one (1) copy of each of the following.

- Board of Directors' authorization to submit CDBG application (copy of the minutes of the meeting in which the governing body's resolution, motion, or other official action is recorded).
- Board of Directors' designation of authorized official (a signed letter from the chairperson of the governing body providing the name, title, address, and telephone number of each authorized individual).
- Articles of Incorporation.
- Bylaws.
- State and Federal Tax Exemption Determination Letters

PROPOSED BUDGET

Use the table on the next page to indicate how the requested grant funds will be utilized and matching resources for the grant. Matching funds may include non-federal grants; the value of any donated material, building, or lease, calculated at fair market value; and volunteer hours, valued at \$5 per hour. You must submit a budget showing all expenses and resources associated with the proposed project, not only those staff or other program expenses for which you are requesting CDBG funds. If you prefer to submit your own spreadsheet rather than this form, please feel free to do so, provided that all of the columns shown below are included and complete. The full-time equivalent (FTE) for our agency is 32 hours/week.

**Proposed Budget
FY 2015/16**

A Budget Item	B Calculation	C Matching Sources	D CDBG Contribution	E Program Budget
Personnel				
Staff Salaries		7309	656	7965
Fringe Benefits		2652	94	2746
Personnel Sub-Total		\$ 9961	\$ 750	\$ 10711
Operations				
Tool Kits(Supplies, Books, Polos, Shirts, Etc.	2 Tool Kits @ 1000	0	2000	2000
Internship Scholarship/Paid Work Experience	2 unit cost @ 2250	2250	2250	4500
Workshops and Lunches	50 unit cost @ 50	250	0	250
Community Beautification Project	100 unit cost @ 50	500	0	500
UCLA Unicamp Fee	2 slots @ 75	150	0	150
Graduation Video	2 Slots @ 50	100	0	100
Other Services(Supportive Services, Transportation, Graduation Certificate, Contingency Fund, & Overhead	Supportive Sevices(4 unit cost @ 100) Transportation (2 unit cost @ 100) Graduation Cert (2 unit cost @ 100), Contingency Fund(250), & Overhead Cost(535)	1585	0	1585
Operations Sub-Total		\$ 4835	\$ 4250	\$ 9085
Total Budget		\$ 14796	\$ 5000	\$ 19796



City of Huntington Park

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM 2015-2016 PUBLIC/SOCIAL SERVICE AGENCY REQUEST FOR FUNDING

Hire Huntington Park Youth Workforce and Civic Engagement Pilot Program Proposal



City of Huntington Park
Community Development Block Grant Program

Hire Huntington Park Youth
Workforce and Civic Engagement Pilot Program Proposal

I. General Information:

Agency: Hub Cities Consortium
Address: 2677 Zoe Avenue, 2nd Floor, Huntington Park, CA 90255
Telephone#: (323)586-4700
Fax#: (323)586-4702

Executive Director:	Jose Martinez	(323)586-4734
Business Services Manager:	Ofelia Gomez	(323)586-4754
Operations Manager:	Joseph Gomez	(323)586-4745

II. Organization History

Date Organization founded: 1988

Federal Identification Number: 95-4173716

State identification number: 35701721

III. Project Activity

CDBG Funds Requested: \$5,000



IV. Project Narrative:

The U.S. Census indicates that Latinos are 25% of Americans under the age of 18 and will represent half of all new entrants in the workforce by 2025. We must invest in this critical segment of America's future workforce in California is to prosper and continue to be the 7th strongest economic power globally. Los Angeles County is one of the largest and most diverse regions in the nation. To better prepare a future global workforce for the City of Huntington Park, it will require an inclusive, ethnically diverse, civic minded and engaged community.

The City of Huntington Park knows that in addition to supporting school reforms efforts, there is a need to develop a comprehensive network of education and training programs and engage a wide variety of human service providers to work collaboratively and form an integrated system. Ideally this system would address the multiple issues facing unemployed youth and identify and build on their many talents and attributes. More important, this system needs to operate at a scale that could make a measurable dent in the growing at-risk youth population.

The Hire Huntington Park Youth, Workforce and Civic Engagement Pilot Program is designed as a 7 week internship program targeting local Huntington Park High School juniors, seniors and freshman college students. It will provide support for local youth by building their workforce readiness skills and experience within the City of Huntington Park municipal departments. It will provide business mentorship with corporate leaders via work place field trips to experience, "a day in the life". Interns will end their summer experience by attending the University of California at Los Angeles (UCLA) Unicamp. Youth participants will participate in a one week wilderness camping team building experience.

The program will also provide the following components:

- 1) Comprehensive education (tutoring, literacy, high school credentialing and preparation for and linkage to post-secondary education).
- 2) Employment preparation (work ethics, understanding employer expectations, occupational skill specific training, work experience/internship, and summer jobs).
- 3) Supportive services (transportation, supplies, mentoring, and cultural enrichment).
- 4) Leadership development (civic engagement, community service, and youth empowerment).



V. Project Partners

City of Huntington Park

The city was named for prominent industrialist Henry E. Huntington, and was incorporated in 1906 as a streetcar suburb for workers in the rapidly expanding industries to the southeast of downtown Los Angeles. Huntington Park, located in Los Angeles County is a city with a rich history and vibrant community.

To this day, about 30% of its residents work at factories in nearby Vernon and Commerce. The current population is estimated at 60,000 residents with 97% being Latino. According to the 2010 United States Census, the average age of the city's residents is 29 and 22% of the city population 13,351 are between the ages of 5-17 and will serve as the future local workforce.

Hub Cities Consortium – America's Job Center of California (AJCC)

The Hub Cities Consortium (HCC), America's Job Center of California (AJCC) is a network of workforce experts that leverage funding and resources across the Los Angeles region to provide job seekers and businesses with no-cost, high value employment and training services.

Hub Cities Consortium provides a comprehensive system of training, placement and career planning for job seekers throughout Southern California. We also offer an array of services for businesses and employers, such as human resources and consulting services, labor market information, and economic development resources. Workshops are provided on topics ranging from new business ventures to career enhancement skills. We offer vocational classroom training and work related programs.

Hub Cities Consortium, based in Huntington Park, California, was founded in 1988 as the primary public job training and placement center for residents of the cities of Huntington Park, South Gate, Lynwood, Cudahy, Maywood and Bell Gardens.

The California Latino Leadership Institute (CLLI)

The California Latino Leadership Institute (CLLI) was founded in 2014 as a statewide 501 (c) (3) nonpartisan organization. The mission of CLLI is to preserve the Latino contributions to California's rich diverse history and to bring together the public, private and nonprofit resources providing for the development of dynamic 21st century leaders. The vision of CLLI is to educate, train and prepare leaders who can address future challenges facing California, leaving the state in a better place for the next generation.

University of California at Los Angeles (UCLA) – UniCamp

UCLA UniCamp is the official student charity of UCLA. For 80 years, UniCamp student's volunteers have harnessed the healing power of the wilderness to improve their community by providing a unique camping experience for at-risk children from underserved neighborhoods.



VI. Program Elements(Goals & Objectives)

The Hire Huntington Park Youth Workforce and Civic Engagement Pilot Program provides the opportunity to develop workforce readiness skill, exposure to the work world, and gain experience in the operations of local municipal government. The goal of the program is to create an environment for collective problem solving with a socio, economically, ethnically diverse team of youth target that includes student with both vocational trade technical and college track career paths.

Hire HP Youth is designed as a workforce leadership development and civic engagement pilot program and includes:

1. Hands on Experience in local municipal government and administrative departments, and innovative community service beautification projects.
 - **City of Huntington Park** will provide the following program elements:
 - Will be the primary worksite and will make every effort to connect Youth work experience with City departments: Police, Public Works, Parks and Recs, Finance, and City Manager’s office.
 - Will also develop work experience opportunities at a variety of approved work locations (worksites) including, but not limited to:
 - a. Private business
 - b. Public agencies(e.g. County, City, State and Federal)
 - c. Non-profit agencies and
 - d. For-profit agencies
 - Planning process and budget for team community beautification projects
2. Comprehensive one-stop access to the state’s employment-related services.
 - **Hub Cities Consortium – America’s Job Center of California (AJCC)** will provide the following program elements:
 - Work Readiness Assessment
 - Paid Personal Enrichment and Work Readiness Training(PET)
 - Paid Work Experience (WEX)
 - Financial Literacy Training
 - Referrals (Health, dental, visual services, and substance abuse)
 - Post-Employment Evaluation
 - County’s Public Library – Library card
 - Supportive Services (Transportation, supplies, etc.)
 - Life skills, job readiness, and interviewing techniques
 - Career Planning and occupational training classes
 - Job Placement and post placement retention support
 - Computer training and internet access
 - Clubs and leadership development activities
 - College tours, financial aid and application assistance

3. Professional Development Workshops.
 - **The California Latino Leadership Institute (CLLI)** will provide the following program elements:
 - Workshop #1 - Personal 1-3-5 year visioning statement
 - Workshop #2 - (Part 1) The Etiquette Advantage in Business- Personal Skill for Professional Success.
 - a. Digital Communications
 - b. Dining Etiquette
 - Workshop #3 - (Part 2) The Etiquette Advantage in Business- Personal Skill for Professional Success.
 - a. Gender and Generations in the workplace
 - b. Global cultural etiquette
 - c. Travel etiquette
 - Workshop #4 - Finding a Job
 - a. Building your resume
 - b. How to search (Internet resources, etc.)
 - Workshop #5 – Human Resources Department
 - a. Exit interviews
4. Business Leader Mentoring, “A Day in the Life” Team Experience
 - **The California Latino Leadership Institute (CLLI)** will provide the following program elements:
 - Workforce field trips visit(3) corporate business leaders
 - a. (Target Industries – Technology, Energy, and Health)
5. UCLA UniCamp – One week program that delivers challenging new experience that foster personal growth and transform lives.
 - **The California Latino Leadership Institute (CLLI)** will provide the following program elements:
 - UCLA UniCamp
 - a. Week long wilderness camping trip.
 - b. Intern evaluation of program experience

The Hire Huntington Park Youth Workforce and Civic Engagement Pilot Program will provide a long-term sustainable workforce leadership development pipeline within the municipal structure of the City of Huntington Park, that supports civic engagement, empowers students to become productive members of society and bring about positive sustainable change in the community.

Providing youth participants with personal responsibility, positive civic engagement, leadership or leadership skills, ability to develop and sustain positive relationships with supportive adults, ability to develop and sustain positive relationships with peers, ability to work productively with others, a sense of their own identity apart from others as well as a sense of being part of a greater whole, ability to access and navigate community institutions, and the ability to establish networks within the community.



VII. Target Population and Program Eligibility

Target Population – High Schools and Community Colleges

- High Schools
 - Huntington Park High School
 - Huntington Park College Ready Academy(Public Charter School)
 - South Region High School(Huntington Park)
 - San Antonio Continuation School
 - Linda Esperanza Marquez High School
 - Maywood Academy High School(Maywood, CA)
 - California Inter-American High School(7th to 12th grades –Private School)
 - Bell High School(Bell, CA)
- Community Colleges
 - East Los Angeles Community College (Including South Gate campus)
 - Los Angeles Trade Tech College
 - Los Angeles Southwest College

Program Eligibility – Youth participants will be selected via a competitive application process. All youth participants must:

- Live within the City of Huntington Park
- Be a Huntington Park High School junior, senior or registered college freshman
 - College freshman must be attending East Los Angeles Community College, Los Angeles Trade Tech College, or Los Angeles Southwest College
- Legal right to work in the U.S. (DACA students accepted)
- Be able to work in a team environment
- Available to work 4 hours a day(10am-2pm), 4 days a week (Monday-Thursday)
- Available to volunteer with team after work hours for community beautification and voter registration projects
- Attend weekly lunch workshop seminar sessions
- Attend pre-orientation and participate with all 7 weeks of program
- Must have signed parental/guardian consent form to participate
- Complete application packet (application, questionnaire, and parental consent form), where applicable. Incomplete application will not be processed



VIII. Program Benefits, Sustainability & Conclusion

Program Benefits -

- Each student will be provided with a summer, “tool kit” that includes the following items:
 - Books
 - Business cards
 - Professional head shot
 - Materials and supplies
 - Resume and cover letter
 - 1-3-5 year vision plan

- A Scholarship of \$1000, to be paid upon successful completion of the program

- Certificate of completion and letter of recommendation

Program Sustainability & Conclusion -

Youth programs that support leadership development, workforce employment, mentoring, and successful transitions to adulthood are critical components of efforts to revitalize underserved communities in Southern California. The Huntington Park Youth Workforce and Civic Engagement Pilot Program will be funded and sustained annually using combination of federal Community Development Block Grant (CDBG), Workforce Innovation Opportunity Act (WIOA), Los Angeles County Youth Jobs Program (LACYJ) program funds, and private funds raised through the CA Latino Leadership Institute nonprofit fundraising efforts.

All the partners in this project look forward to working together in order to create a new strategy that provides sustainable change and meet the future workforce needs of young people in the community.



IX. Project Schedule

(Phase 1) Application-Vetting Announcement Process

February 1, 2016 – Application released

March 31, 2016 – Application is due by 5:00pm

April 4, 2016 – April 15, 2016

Review committee reads and scores all applications

- *First cut notification – April 18, 2016*

April 25, 2016 – May 2, 2016

In person interviews of the top 15 candidates

- *Select class of 11 (10 Interns with 1 Alternate)*

Final Selection Notification

May 3, 2016 – Notification (Acceptance)

May 4, 2016 – Public Press Announcement made

May 18, 2016 – May 19, 2016

2 Day Pre-Orientation and Welcome Dinner

- In preparation for their work experience, all youth will complete a job skills workshop and orientation prior to reporting to their assigned worksites and will complete a financial literacy curriculum as part of the summer experience. At orientation students will take their professional headshot, receive their business cards. Create a social media profile template, resume template, selecting team buddies, identify corporate/small business mentor, and receive voter education and registration information for weekly voter registration project. City Attorney Arnold glassman to review contracts and present for signature execution by both interns and parents/guardians. In addition to City VIP's, parents/guardians will be invited to attend groups Welcome Dinner to be held on Thursday, May 19, 2016.

July 5, 2016 – August 31, 2016

Internship Program (7 weeks)

July 5th through July 8th (Week 1)

- Receive city ID badges, be assigned city department placement and rotation matrix.
- First team of two rotations in city departments. (5) City departments (Police, Public Works, Parks and Recs, Finance, and City Manager's office). (2) Summer interns per department weekly rotation through every department.
- Start planning process & budget for team community beautification project.
 - **Workshop # 1 – Personal 1-3-5 year visioning statement**



July 11th through July 14th (Week 2)

- Second team of two rotations in city departments. (5) City departments (Police, Public Works, Parks and Recs, Finance, and City Manager's office). (2) Summer interns per department weekly rotation through every department.
- Complete planning process & budget for team community beautification project.
 - **Workshop #2 - (Part 1) The Etiquette Advantage in Business-Personal Skill for Professional Success.**
 - Digital Communications
 - Dining Etiquette

July 18th through July 21st (Week 3)

- Third team of two rotations in city departments. (5) City departments (Police, Public Works, Parks and Recs, Finance, and City Manager's office). (2) Summer interns per department weekly rotation through every department.
- Execute team community beautification project.
 - **Workshop #3 - (Part 2) The Etiquette Advantage in Business-Personal Skill for Professional Success.**
 - Gender and Generations in the workplace
 - Global cultural etiquette
 - Travel etiquette

July 25th through July 28th (Week 4)

- Fourth team of two rotations in city departments. (5) City departments (Police, Public Works, Parks and Recs, Finance, and City Manager's office). (2) Summer interns per department weekly rotation through every department.
- Execute team community beautification project.
 - **Workshop #4 - Finding a Job**
 - Building your resume
 - How to search (Internet resources, etc.)

August 1st through August 4th (Week 5)

- Fifth team of two rotations in city departments. (5) City departments (Police, Public Works, Parks and Recs, Finance, and City Manager's office). (2) Summer interns per department weekly rotation through every department.
- Review department supervisors intern evaluations.
 - **Workshop #5 – Human Resources Department**
 - Exit interviews

August 8, 2016 – August 11, 2016 (Week 6)

Field Trips and Graduation Lunch

- Business Leader Mentoring, "A Day in the Life" Team Experience
 - Workforce file trips visit(3) corporate business leaders
 - (Target Industries – Technology, Energy, and Health)



August 11, 2016 in Huntington Park (TBD)
Graduation Scholarship Lunch

Highlight Community Service Beautification Project and number of newly registered voters.

August 14, 2016 – August 21, 2016 (Week 7)

- UCLA UniCamp
 - Week long wilderness camping trip
- Intern evaluation of program experience

Program Evaluation Reports

August 15, 2016 (10am-12pm)

- Huntington Park staff evaluation meeting at Huntington Park City Hall.

August 31, 2016

- Final report due to Huntington Park

X. Project Suggested Book Reading

Author Jim Collins, *From Good to Great*

Why some companies make the leap and others don't (2001) and can be applied to any organization seeking authentic transformation. Collins explain that, "In fact, leaders of organizations that go from good to great start not with 'where' but with 'whom'. They start by getting the right people on the bus, the wrong people off the bus, and the right people in the right seats. They stick with that discipline-first the people, then the direction-no matter how dire the circumstances."

Author Sean Covey, *The 7 Habits of Highly Effective Teens*

An indispensable book for teens, as well as parents, grandparents, and any adult who influences young people, *The 7 Habits of Highly Effective Teens* is destined to become the last word on surviving and thriving as a teen and beyond.

Being a teenager is both wonderful and challenging. In *The 7 Habits of Highly Effective Teens*, author Sean Covey applies the timeless principles of the seven habits to teens and the tough issues and life-changing decisions they face. In an entertaining style, Covey provides a step-by-step guide to help teens improve self-image, build friendships, resist peer pressure, achieve their goals, get along with their parents, and much more. In addition, this book is stuffed with cartoons, clever ideas, great quotes, and incredible stories about real teens from all over the world. *The 7 Habits of Highly Effective Teens* will engage teenagers unlike any other book.



XI. Project Budget

**PROPOSED BUDGET
HIRE HUNTINGTON PARK YOUTH WORKFORCE AND CIVIC ENGAGEMENT PILOT PROGRAM**

Name City of Huntington Park

Project: HIRE HUNTINGTON PARK YOUTH WORKFORCE

BUDGET CATEGORIES	BUDGET		
	TOTAL ACTIVITY BUDGET	PROJECT/CDGB FUND REQUESTED	TOTAL
I. DIRECT COSTS			
A. PERSONNEL COSTS			
1. Staff Salaries and Wages	7,309	656	7,965
2. Staff Fringe Benefits	2,652	94	2,746
B. PROGRAM COSTS			
1. Tool Kits		2,000	2,000
2. Workshop Trainers	250		250
3. Community Beautification Project	500		500
4. Internship Scholarship / Paid Work Experience(WEX)	2,250	2,250	4,500
5. UCLA UniCamp Fees	150		150
6. Graduation Video	100		100
7. Supportive Services	400		400
8. Van Transportation(Van Rental, gas, and lunch)	200		200
9. Graduation Certificate and Gift	200		200
10. Contingency Fund and Overhead	785		785
TOTAL BUDGET	14,796	5,000	19,796

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, February 2, 2016

COMMUNITY DEVELOPMENT

- 5. Update on the 2016 RECON International Council of Shopping Centers (ICSC)**

- PRESENTATION ONLY -

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

WHEREAS, Eco-Rapid Transit has established a City Working Group composed of Planning and Public Works Directors as well as City Managers to work with Eco-Rapid Transit Staff on the development of Transit Corridor Guidelines and West Santa Ana Branch Refinement Study, and

WHEREAS, The West Santa Ana Branch Transit Corridor has been identified as a high priority transit project by the Gateway Cities COG Strategic Transportation Plan (STP), and

WHEREAS, Eco-Rapid Transit is dedicated to and demonstrated the support of the cities and the involvement of private sector partners in planning of the transit corridors;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Huntington Park does hereby request that Metro provide \$15 million to Eco-Rapid Transit with its member cities, to undertake predevelopment planning activities along the transit corridor in co-ordination with Metro's environmental studies and predevelopment activities.

PASSED, APPROVED, AND ADOPTED this 2nd day of February, 2016.

Karina Macias, Mayor

ATTEST:

Donna G. Schwartz, CMC, City Clerk



CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

February 2, 2016

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 RESOLUTION AND THE MEMORANDUM OF UNDERSTANDING (MOU)
WITH THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION (GEA)
PENDING RATIFICATION BY THE GEA**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Ratify the attached revised Memorandum of Understanding (MOU) which has been approved by a majority of the GEA membership for the period January 1, 2016 through December 31, 2018;
2. Adopt Resolution No. 2015-47, Approving and Adopting a Memorandum of Understanding (MOU) with the Huntington Park General Employees' Association and Rescinding Resolution Nos. 2015-03 and 2015-20; and
3. Pending ratification by the GEA, approve additional budget appropriation of \$67,490 in order to offset the balance needed for Fiscal Year (FY) 2015-2016 payroll expenditures.

BACKGROUND

The City Council authorized offering the attached proposed Memorandum of Understanding to the GEA during the January 19, 2016 closed session and a majority of the membership of the GEA subsequently approved this proposed offer on January 25, 2016. Generally, city management and employees believe this agreement is fair to the much appreciated and valued employees that serve the City's residents and mindful of the City's current budget realities.

If approved by the City Council, the proposed MOU would be in effect from January 1, 2016 through December 31, 2018. Upon adoption, provisions outlined would be implemented and changes enumerated in the MOU relating to wages, hours, benefits

**APPROVE RESOLUTION AND THE MEMORANDUM OF UNDERSTANDING (MOU)
WITH THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION (GEA)
PENDING RATIFICATION BY THE GEA**

February 2, 2016

Page 2 of 5

and other terms and conditions of employment for unit employees represented by the General Employees' Association would be effected.

FISCAL IMPACT/FINANCING

Approving and Adopting the Memorandum of Understanding with the Huntington Park General Employees' Association will require an additional budget appropriation of \$67,490 to cover the expenditures related to the payroll increase for FY 15-16.

Account #	Amount
111-3010-415.11-00	5,804
111-3010-415.20-00	44
111-3010-415.22-00	85
111-3010-415.23-00	756
111-3010-415.25-05	261
111-3013-415.11-00	1,981
111-3013-415.20-00	12
111-3013-415.22-00	29
111-3013-415.23-00	258
111-3013-415.25-05	108
111-5010-419.11-00	3,233
111-5010-419.20-00	21
111-5010-419.22-00	47
111-5010-419.23-00	421
111-5010-419.25-05	78
111-6022-451.11-00	547
111-6022-451.15-40	525
111-6022-451.16-21	100
111-6022-451.20-00	3
111-6022-451.22-00	17
111-6022-451.23-00	140
111-6022-451.25-05	73
111-7040-421.11-00	7,228
111-7040-421.20-00	49
111-7040-421.22-00	100
111-7040-421.23-00	942
111-7040-421.25-05	492
111-7065-441.11-00	2,002
111-7065-441.20-00	12
111-7065-441.22-00	30
111-7065-441.23-00	261
111-7065-441.25-05	136
111-8010-431.11-00	1,582
111-8010-431.16-21	90

**APPROVE RESOLUTION AND THE MEMORANDUM OF UNDERSTANDING (MOU)
WITH THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION (GEA)
PENDING RATIFICATION BY THE GEA**

February 2, 2016

Page 3 of 5

Account #	Amount
111-8010-431.20-00	9
111-8010-431.22-00	24
111-8010-431.23-00	206
111-8010-431.25-05	108
111-8020-431.11-00	1,388
111-8020-431.15-40	525
111-8020-431.16-21	150
111-8020-431.20-00	8
111-8020-431.22-00	30
111-8020-431.23-00	249
111-8020-431.25-05	130
219-0250-431.11-00	234
219-0250-431.20-00	1
219-0250-431.22-00	3
219-0250-431.23-00	30
219-0250-431.25-05	16
220-8070-431.11-00	1,367
220-8070-431.16-21	40
220-8070-431.20-00	9
220-8070-431.22-00	20
220-8070-431.23-00	178
220-8070-431.25-05	57
221-6090-452.11-00	1,269
221-6090-452.16-21	210
221-6090-452.20-00	8
221-6090-452.22-00	21
221-6090-452.23-00	165
221-6090-452.25-05	86
221-8010-431.11-00	5,189
221-8010-431.16-21	940
221-8010-431.20-00	32
221-8010-431.22-00	89
221-8010-431.23-00	676
221-8010-431.25-05	283
221-8012-429.11-00	5,802
221-8012-429.16-21	1,060
221-8012-429.20-00	35
221-8012-429.22-00	99
221-8012-429.23-00	755
221-8012-429.25-05	325
221-8014-429.11-00	627
221-8014-429.16-21	100
221-8014-429.20-00	4

Account #	Amount
221-8014-429.22-00	11
221-8014-429.23-00	82
221-8014-429.25-05	43
221-8016-431.11-00	802
221-8016-431.16-21	80
221-8016-431.20-00	5
221-8016-431.22-00	13
221-8016-431.23-00	105
221-8016-431.25-05	55
222-5030-431.11-00	160
222-5030-431.20-00	1
222-5030-431.22-00	2
222-5030-431.23-00	21
222-5030-431.25-05	11
231-3010-415.11-00	160
231-3010-415.20-00	1
231-3010-415.22-00	2
231-3010-415.23-00	21
231-3010-415.25-05	11
231-3024-415.11-00	289
231-3024-415.20-00	2
231-3024-415.22-00	4
231-3024-415.23-00	38
231-3024-415.25-05	20
239-5060-463.11-00	295
239-5060-463.20-00	2
239-5060-463.22-00	4
239-5060-463.23-00	38
239-5060-463.25-05	20
239-7055-424.11-00	2,475
239-7055-424.20-00	23
239-7055-424.22-00	20
239-7055-424.23-00	322
239-7055-424.25-05	168
242-5060-463.11-00	74
242-5060-463.20-00	1
242-5060-463.22-00	1
242-5060-463.23-00	10
242-5060-463.25-05	5
275-9750-465.11-00	74
275-9750-465.20-00	1
275-9750-465.22-00	1
275-9750-465.23-00	10

**APPROVE RESOLUTION AND THE MEMORANDUM OF UNDERSTANDING (MOU)
WITH THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION (GEA)
PENDING RATIFICATION BY THE GEA**

February 2, 2016

Page 4 of 5

Account #	Amount
275-9750-465.25-05	5
283-3010-415.11-00	80
283-3010-415.20-00	1
283-3010-415.22-00	1
283-3010-415.23-00	10
283-3010-415.25-05	5
285-3010-415.11-00	80
285-3010-415.20-00	1
285-3010-415.22-00	1
285-3010-415.23-00	10
285-3010-415.25-05	5
285-8050-432.11-00	1,363
285-8050-432.20-00	8
285-8050-432.22-00	20
285-8050-432.23-00	178
285-8050-432.25-05	93
681-3022-415.11-00	2,303
681-3022-415.20-00	14
681-3022-415.22-00	33
681-3022-415.23-00	300
681-3022-415.25-05	130
681-8030-461.11-00	1,046
681-8030-461.16-21	30
681-8030-461.20-00	6
681-8030-461.22-00	16
681-8030-461.23-00	136
681-8030-461.25-05	71
741-8060-431.11-00	2,371
741-8060-431.15-40	2,100
741-8060-431.16-21	400
741-8060-431.20-00	13
741-8060-431.22-00	71
741-8060-431.23-00	583
741-8060-431.25-05	304
745-3010-415.11-00	160
745-3010-415.20-00	1
745-3010-415.22-00	2
745-3010-415.23-00	21
745-3010-415.25-05	11
	<u>\$ 67,490</u>

**APPROVE RESOLUTION AND THE MEMORANDUM OF UNDERSTANDING (MOU)
WITH THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION (GEA)
PENDING RATIFICATION BY THE GEA**

February 2, 2016

Page 5 of 5

LEGAL AND PROGRAM REQUIREMENTS

Per the terms of the MOU and Agreement of Understanding the City Council may renew the Agreements and extend them thereof. The City Attorney has reviewed the Memorandum of Understanding and a Resolution to consummate the approval and adoption of the respective agreements.

CONCLUSION

Upon approval by City Council, a fully executed Resolution and Memorandum of Understanding will be forwarded to the General Employees' Association and the Finance Department will appropriate an additional amount of \$67,490 in the City's FY 15-16 Budget to cover the payroll increases.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

ATTACHMENTS

- A: Resolution No. 2015-47, Approving and Adopting a Memorandum of Understanding with the Huntington Park General Employees, Association and Rescinding Resolution Nos. 2015-03 and 2015-20.
- B: Memorandum of Understanding with the Huntington Park General Employees' Association.



Master Memorandum of
Understanding
Between

City of Huntington Park

and

City of Huntington Park

General Employees' Association (GEA),
AFSCME Local 1769, AFL-CIO

January 1, 2016 through December 31, 2018

This document is available on the City's website: www.hpca.gov

TABLE OF CONTENTS

ARTICLE ONE: EMPLOYEE AND EMPLOYER RIGHTS..... 1

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING 1

II. RECOGNITION FULL-TIME GENERAL CLASSIFIED EMPLOYEES 1

III. BARGAINING UNIT CHANGES..... 1

**IV. CERTIFICATION OF REPRESENTATIVES (HPGEA) – BONAFIDE UNDER
FLSA..... 2**

A. HPGEA AS CERTIFIED2

B. NOTICE2

V. NONDISCRIMINATION 2

A. POLICY2

B. ASSOCIATION AGREES NOT TO DISCRIMINATE.....2

VI. CONFIDENTIAL EMPLOYEES – EMPLOYEE RELATIONS..... 3

VII. AGENCY SHOP..... 3

A. AFSCME PEOPLE DEDUCTION.....3

B. MAINTENANCE OF MEMBERSHIP3

C. EMPLOYEE RELATIONS CONFIDENTIAL.....4

D. CONSCIENTIOUS OBJECTIONS TO AGENCY SHOP4

E. FINANCIAL REPORTING REQUIREMENTS OF THE ASSOCIATION4

F. INDEMNIFICATION5

VIII. DUES/INSURANCE CHECK-OFF 5

IX. USE OF CITY FACILITIES 5

X. USE OF BULLETIN BOARDS..... 5

XI. ELECTRONIC COMMUNICATIONS 6

XII. RIGHTS..... 6

A. EMPLOYEE RIGHTS6

B. MANAGEMENT RIGHTS AND RESPONSIBILITIES6

C. IMPACT ON MANAGEMENT RIGHTS.....8

XIII. PAID TIME OFF FOR HPGEA REPRESENTATIVES..... 9

A. RELEASE TIME.....9

B. LIMITATIONS9

ARTICLE TWO: SALARIES AND COMPENSATION 10

I. SALARIES 10

A. SALARY ADJUSTMENTS – JANUARY 201610

B. SALARY ADJUSTMENTS – JANUARY 201710

C. SALARY ADJUSTMENTS – JANUARY 201810

D. COLA IN LIEU LEAVE ELIMINATED.....10

II. CITY WILL UNDERTAKE CLASSIFICATION STUDY..... 11

III. CITY’S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY 11

IV. FIVE STEP SALARY SCHEDULE 11

TABLE OF CONTENTS

V. STEP INCREASES – BASED ON MERIT 12

A. NOT AUTOMATIC12

B. BASED ON MERIT12

VI. PROBATIONARY PERIOD 12

A. LENGTH OF PROBATIONARY PERIOD12

B. “AT WILL” STATUS12

C. PROMOTIONS12

VII. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION..... 13

A. REDUCTION OF UNIT SALARY RANGE13

B. INCREASE OF SALARY RANGE OR CLASSIFICATION13

C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE.....13

D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE.....13

VIII. ANNIVERSARY DATE 14

A. DATE OF INITIAL HIRE.....14

B. LIMITATIONS14

IX. EQUIVALENT BI-WEEKLY, MONTHLY AND ANNUAL RATE..... 14

X. FREQUENCY OF PAYCHECK ISSUANCE 14

XI. PAYROLL WITHHOLDING CHANGES..... 14

XII. VOLUNTARY 457 DEFERRED COMPENSATION PLAN 15

A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN15

B. PLAN DOCUMENTS AND RULES15

C. CHANGING YOUR CONTRIBUTION15

D. LIMITATIONS15

XIII. ACTING PAY 15

A. ELIGIBILITY15

B. COMPENSATION.....16

C. LIMITATIONS16

XIV. LONGEVITY PAY 16

A. PURPOSE16

B. COMPENSATION.....16

XV. BILINGUAL PROGRAM 17

A. PURPOSE17

B. QUALIFICATION.....17

C. DESIGNATED ELIGIBLE CLASSIFICATIONS.....18

D. COMPENSATION.....19

XVI. SHORTHAND SKILL ASSIGNMENT PAY 19

A. PURPOSE19

B. QUALIFICATION.....19

C. COMPENSATION.....19

XVII. NIGHT SHIFT DIFFERENTIAL PAY..... 19

A. PURPOSE19

B. COMPENSATION.....19

TABLE OF CONTENTS

C. LIMITATIONS20

XVIII. MINUTE CLERKS 20

XIX. TEMPORARY ASSIGNMENTS 20

ARTICLE THREE: WORK PERIODS, SCHEDULES AND OVERTIME..... 21

I. WORK PERIODS..... 21

A. SEVEN (7) DAY WORK WEEK21

B. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES BEGINNING/ENDING21

C. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES ON THE 9/80 WORK SCHEDULE,
BEGINNING/ENDING21

II. WORK SCHEDULES..... 21

A. CITY WORK SCHEDULES21

B. CITY HALL - 4/10 WORK SCHEDULE.....22

C. PUBLIC WORKS DEPARTMENT – 9/80 WORK SCHEDULE22

III. CHANGING OF WORK SCHEDULES 22

IV. PUNCTUALITY/TARDINESS 22

A. POLICY22

B. NO PAY FOR TARDINESS23

C. NO USE OF SICK LEAVE TIME BENEFITS23

D. DISCIPLINARY ACTION23

V. OVERTIME 23

A. POLICY23

B. DEFINITION AND ELIGIBILITY23

C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME23

D. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE24

E. REGULAR DAY OFF WORKED24

F. REGULAR HOURLY RATE OF COMPENSATION24

G. 9/80 WORK SCHEDULE TIME WORKED24

H. HOURS WORKED FOR OVERTIME – USE OF HOLIDAYS, VACATION TIME, AND
COMPENSATORY TIME.....24

**VI. WORK TIME/NON-WORK TIME – OUT OF TOWN TRAVEL AND TRAINING
TIME..... 25**

A. ADVANCED APPROVAL.....25

B. ONE DAY TRAVEL TRIPS25

C. OVERNIGHT TRIPS25

VII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES 26

A. BREAK-REST PERIOD DEFINED26

B. BREAK-REST PERIOD SCHEDULING26

C. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION26

D. LIMITATIONS26

VIII. MEAL TIME-UNPAID/NON-WORK TIME..... 27

A. MEAL TIME SCHEDULING27

B. MEAL TIME ONE-HALF (½) HOUR DURATION27

C. LIMITATIONS27

TABLE OF CONTENTS

IX. CALL BACK PAY (UNSCHEDULED) 28

- A. PURPOSE28
- B. COMPENSATION.....28
- C. LIMITATIONS28

X. STAND-BY ASSIGNMENT PAY 28

- A. PURPOSE28
- B. COMPENSATION.....29
- C. INFORM DEPARTMENT HEADS.....29
- D. LIMITATIONS29
- E. NOT ELIGIBLE FOR STAND-BY PAY30

XI. ASSIGNMENT OF OVERTIME..... 30

XII. COMPENSATORY TIME 30

- A. ELIGIBILITY30
- B. ACCUMULATION OF COMPENSATORY TIME BANK.....30
- C. SCHEDULING AND USE OF COMPENSATORY TIME31
- D. PAY OUT OF COMPENSATORY TIME UPON TERMINATION FROM SERVICE.....31

XIII. TIME CLOCKS 31

ARTICLE FOUR: SUPPLEMENTAL BENEFITS..... 32

I. RETIREMENT 32

- A. CALPERS RETIREMENT BENEFITS32
- B. DEFINITION OF NEW MEMBER AND CLASSIC EMPLOYEES33
- C. ESTABLISHMENT OF THREE-TIER RETIREMENT FORMULA FOR MISCELLANEOUS EMPLOYEES34
- D. EMPLOYEE PORTION OF MISCELLANEOUS (NON-SWORN) OF CALPERS RETIREMENT35

II. NON-SWORN – PARS “0.5% STACK” EFFECTIVE JULY 1, 2010..... 35

- A. NEW ADDITIONAL RETIREMENT BENEFIT35
- B. NON-SWORN UNIT EMPLOYEE PAYMENT SHARE35
- C. ELIGIBILITY35
- D. LIMITATIONS36

III. HEALTH INSURANCE 36

- A. HEALTH INSURANCE – CALPERS MEDICAL PLANS36
- B. HEALTH INSURANCE – CITY CONTRIBUTION36

IV. RETIREE HEALTH INSURANCE 37

- A. ELIGIBILITY37
- B. RETIRED HEALTH INSURANCE BENEFIT.....37
- C. RETIRED HEALTH INSURANCE BENEFIT FOR EMPLOYEES HIRED AFTER RATIFICATION OF THIS CONTRACT AND ONCE CALPERS CONTRACT IS AMENDED.37

V. HEALTH INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-PERSABLE) 38

- A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT38
- B. PROOF OF COVERAGE/WAIVE CITY LIABILITY38
- C. OPT-OUT CASH VALUE (NON-PERSABLE).....38

VI. DENTAL INSURANCE 39

TABLE OF CONTENTS

A. BENEFITS – DELTA CARE/PMI PLAN	39
B. LIMITATIONS – DELTA PREFERRED OPTION PLAN.....	39
C. DENTAL INSURANCE BENEFITS – LIMITATIONS	39
VII. LIFE INSURANCE	39
A. BENEFIT	39
B. LIMITATION	39
VIII. VISION CARE INSURANCE.....	40
A. BENEFIT	40
IX. LONG TERM DISABILITY INSURANCE.....	40
A. PURPOSE	40
B. BENEFIT	40
C. LIMITATIONS	41
X. CITY RIGHTS – CONTENT AND CONTRACTOR	41
A. INSURANCE/EMPLOYEE BENEFIT PLANS	41
B. MEET AND CONFER WITH HPGEA.....	41
XI. UNIFORMS PROVIDED	41
A. POLICY	41
B. REIMBURSEMENT FOR UNIFORM DAMAGE	42
XII. UNIFORM ALLOWANCE	42
A. PURPOSE	42
B. NEW EMPLOYEES	42
C. UNIFORM ALLOWANCE REIMBURSEMENT (NON-PERSABLE)	42
D. ELIGIBILITY	43
XIII. BOOT ALLOWANCE.....	43
A. REGULAR OR STEEL-TOE BOOTS ALLOWANCE	43
B. ALLOWANCE (NON PERSABLE)	43
XIV. TOOL ALLOWANCE	44
A. PURPOSE	44
B. ELIGIBLE DESIGNATED CLASSES	44
C. ALLOWANCE (NON PERSABLE)	44
XV. SAFETY GLASSES	44
A. REQUIRED TO WEAR SAFETY GLASSES	44
XVI. TUITION REIMBURSEMENT PROGRAM.....	44
A. PURPOSE	44
B. ANNUAL REIMBURSEMENT	45
C. REQUIREMENTS	45
XVII. FITNESS FACILITY	45
XVIII. COFFEE SUPPLIES.....	45
ARTICLE FIVE: LEAVE POLICIES	46
I. HOLIDAYS.....	46

TABLE OF CONTENTS

A. ANNUAL HOLIDAY LEAVE	46
B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES.....	46
C. USE OF HOLIDAY LEAVE.....	47
D. UNUSED HOLIDAY LEAVE.....	47
E. OFFICIAL HOLIDAYS OCCURRING ON FRIDAY OR SATURDAY	47
F. OFFICIAL HOLIDAYS OCCURRING ON SCHEDULED DAY OFF	47
G. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY.....	47
H. HOLIDAYS OCCURRING DURING VACATION PERIOD	47
I. HOLIDAYS AND SICK LEAVE USE.....	47
J. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION	48
K. DECEMBER 24-CHRISTMAS EVE/DECEMBER 31- NEW YEAR'S EVE	48
II. VACATION LEAVE	49
A. VACATION LEAVE ACCRUAL	49
B. VACATION LEAVE EARNED	49
C. APPROVAL OF VACATION LEAVE REQUESTS.....	49
D. NO VACATION TAKEN PRIOR TO ACCRUED.....	50
E. LIMITATIONS ON VACATION LEAVE	50
F. PAYMENT ON TERMINATION, LAYOFF, OR DEATH.....	50
G. VACATION CASH-OUT IN LIEU OF GRANTING VACATION	50
III. SICK LEAVE.....	51
A. PURPOSE OF SICK LEAVE.....	51
B. SICK LEAVE ACCRUAL RATE.....	51
C. FIFTY PERCENT (50%) CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE.....	51
D. USE OF SICK LEAVE.....	52
E. ABUSE OF SICK LEAVE	52
F. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS	53
G. EXCESSIVE USE OR ABUSE OF SICK LEAVE	53
IV. PERSONAL BUSINESS LEAVE	53
A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR.....	53
B. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE.....	54
C. LIMITATIONS	54
V. WORK RELATED DISABILITY	55
A. POLICY	55
B. USE OF SICK LEAVE.....	55
VI. SICK LEAVE WITHOUT PAY.....	55
A. POLICY	55
B. LIMITATIONS	56
VII. TEMPORARY MODIFIED WORK	56
A. ELIGIBILITY	56
B. LIMITATIONS	56
C. APPLICATION AND ACCEPTANCE	56
D. OUTSIDE EMPLOYMENT	57
E. FINAL DECISION.....	57
VIII. BEREAVEMENT LEAVE.....	57
A. POLICY	57
B. IMMEDIATE FAMILY	57

TABLE OF CONTENTS

C. VERIFICATION57

IX. JURY DUTY 58

A. POLICY58

X. MILITARY LEAVE 58

A. POLICY58

B. COMPENSATION.....58

C. EXTENDED BENEFITS – WAR ON TERRORISM59

XI. MILITARY FAMILY LEAVE 59

A. POLICY59

B. NEW QUALIFYING REASON FOR LEAVE59

C. NEW UNPAID LEAVE ENTITLEMENT.....59

XII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA) 60

A. PURPOSE60

B. ELIGIBILITY FOR FMLA AND CFRA60

C. EMPLOYEE RIGHTS UNDER FMLA61

D. APPROVAL PROCESS FOR FMLA61

E. PRIVACY UNDER FMLA.....61

F. USE OF ACCRUALS WHILE ON FMLA62

G. EXPIRATION OF FMLA62

XIII. PREGNANCY DISABILITY LEAVE (PDL) 62

XIV. VOTING LEAVE 63

XV. SCHOOL ACTIVITY LEAVE..... 63

A. POLICY63

B. LIMITATIONS/RIGHTS.....63

XVI. LEAVE OF ABSENCE WITHOUT PAY 64

A. POLICY64

B. LIMITATIONS64

XVII. ABSENCE WITHOUT PAY..... 64

A. POLICY64

B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION65

XVIII. EMPLOYEE DEATH – ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE 65

ARTICLE SIX: WORKING CONDITIONS..... 66

I. AMERICANS WITH DISABILITIES ACT (ADA)..... 66

A. ACCOMODATIONS.....66

B. ADA COMPLIANCE66

C. ACTIONS TAKEN NOT GRIEVABLE.....66

II. NOTICE OF LAYOFFS 66

III. WORK PERFORMANCE..... 66

TABLE OF CONTENTS

IV. RESIGNATION	67
V. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK.....	67
A. NON-PAY STATUS	67
B. USE OF ACCUMULATED LEAVE	67
C. NO USE OF SICK LEAVE	67
VI. CITY DRESS CODE	67
A. RIGHT TO SET DRESS CODE.....	67
B. MEET AND REVIEW NEW DRESS CODE.....	67
C. POLICE DEPARTMENT UNIT EMPLOYEES	68
VII. CITY ADMINISTRATIVE POLICIES.....	68
A. POLICIES	68
B. SUBJECTS.....	68
C. ADDITIONAL ADMINISTRATIVE POLICIES	68
ARTICLE SEVEN: GRIEVANCE PROCEDURE	69
A. PURPOSE	69
B. SCOPE AND LIMITATIONS.....	69
C. PROCEDURE.....	69
ARTICLE EIGHT: GENERAL PROVISIONS.....	72
I. TERM OF MEMORANDUM OF UNDERSTANDING.....	72
II. EMERGENCY WAIVER.....	72
III. SEVERABILITY PROVISION	72
IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY	72
V. FULL AGREEMENT AND IMPLEMENTATION	73
A. FULL AGREEMENT – WAIVER OF MEET AND CONFER.....	73
VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS	73
A. NO STRIKES/JOB ACTION	73
B. ASSOCIATION RESPONSIBILITY.....	74
C. CITY RIGHTS	74
VII. JOINT LABOR MANAGEMENT WORK GROUP	74
VIII. ONE CITY AGREEMENT	75
ARTICLE NINE: RATIFICATION.....	76
I. RATIFICATION.....	76
A. ACKNOWLEDGEMENT.....	76
B. MUTUAL RECOMMENDATION.....	76
C. RATIFIED – PENDING CITY COUNCIL APPROVAL	76
ARTICLE TEN: IMPLEMENTATION	77
IMPLEMENTATION	77
ARTICLE ELEVEN: EXECUTION OF NEW AGREEMENT	78

TABLE OF CONTENTS

EXECUTION OF NEW AGREEMENT 78

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF HUNTINGTON PARK, CALIFORNIA
AND
THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION (HPGEA)**

ARTICLE ONE:

EMPLOYEE AND EMPLOYER RIGHTS

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter called the "MOU" is made by and between the City of Huntington Park, California, hereinafter called the "City" and the Huntington Park General Employees' Association, hereinafter called "HPGEA" or "Association" representing the full-time, non-management, non-safety general service classified employees of the City. This MOU is made pursuant to the California Government Code Section 3500, et seq. and the City's Employer-Employee Relations Resolution 69-76 as amended.

**II. RECOGNITION FULL-TIME GENERAL CLASSIFIED
EMPLOYEES**

The City hereby recognizes HPGEA as the exclusive representative of the full-time, non-management, mid-management, non-safety, and general employee unit comprised of those classifications, as set forth in Appendix "A," as amended, and attached hereto, pursuant to the City's Employer-Employee Relations Resolution No. 69-76, as amended, generally referred to and hereinafter called "HPGEA," "General Employees' Association" or "Unit Employees."

III. BARGAINING UNIT CHANGES

Any change in the classes which compose the HPGEA/General Employees' Association unit shall be in accordance with the provisions of the City's Employer-Employee Relations Resolution No. 69-76, as amended.

**IV. CERTIFICATION OF REPRESENTATIVES (HPGEA) –
BONAFIDE UNDER FLSA**

A. HPGEA AS CERTIFIED

1. The HPGEA has been certified as the bonafide representative by the California Public Employment Relations Board (PERB) under the Fair Labor Standards Act.

2. As a consequence of this certification, some of the wages, hours, terms and conditions of employment stated in this memorandum of understanding were negotiated that otherwise would not have been changed.

B. NOTICE

If, at any time the HPGEA is voluntarily decertified as bonafide representative by the PERB, the HPGEA shall be obliged to inform the City Manager immediately of this fact in writing and those wages, hours, terms and conditions of employment that are affected by this decertification, namely, those divisions affected by the Fair Labor Standards Act shall be null and void and subject to immediate renegotiation.

V. NONDISCRIMINATION

A. POLICY

No unit employee shall be subject to discrimination which is prohibited by applicable federal, state or local law. In accordance with this policy, the City agrees that no employee shall be interfered with, intimidated, restrained, coerced, employed, promoted, demoted, discharged or in any way favored or discriminated against because of political opinions or affiliations, race, religious belief, age, sex, sexual orientation, gender orientation, physical or mental disability, or because of the exercise of his/her rights under this MOU.

B. ASSOCIATION AGREES NOT TO DISCRIMINATE

In accordance with the above policy, HPGEA agrees not to discriminate against a unit employee because of the exercise of his or her rights granted under this MOU or with respect to admission to membership and the rights of membership in HPGEA for any of the above enumerated reasons.

VI. CONFIDENTIAL EMPLOYEES – EMPLOYEE RELATIONS

1. In accordance with G.C. Section 3507.5, many California public agencies designate certain key employees as confidential for Employee Relations purposes.
2. The confidential employees are generally those who have access to confidential or privileged information dealing with labor relations.
3. Those unit employees designated as confidential are not permitted to represent other employees of the agency in labor matters – negotiations or discipline hearings, for example – in order to avoid an obvious conflict of interest, the appearance of bad faith and the willful or inadvertent release of information that could seriously impair the labor-management relationships within the agency.
4. Therefore, certain incumbent unit employee’s classifications can be designated as confidential by the City Manager upon agreement between City and HPGEA. Those classifications designated as Confidential-Employee Relations are prohibited from representing any employee organization or any matter within the scope of representation.
5. A designated confidential employee may be permitted to participate in certain labor relation functions if so approved in advance by the City Manager.

VII. AGENCY SHOP

A. AFSCME PEOPLE DEDUCTION

The City agrees to deduct from the wages of any employee who is a member of the Association or Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and maybe revoked by the employee at any time by giving written notice to both the City and the Association. The City agrees to remit any deductions made pursuant to this provision promptly to the Association together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

B. MAINTENANCE OF MEMBERSHIP

Any employees in this unit who have authorized Association dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction made by the City during the term of this MOU; provided, however, that any employee in the Unit may

terminate such Association dues during the thirty day period commencing ninety days before the expiration of the MOU by notifying the Association of their termination of Association dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Association from which dues deductions are to be cancelled. The Association will provide to the City with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

C. EMPLOYEE RELATIONS CONFIDENTIAL

Unit employees in Employee Relations Confidential positions are exempt from the provisions of this Agency Shop provision, but may voluntarily join HPGEA and pay Association member dues.

D. CONSCIENTIOUS OBJECTIONS TO AGENCY SHOP

1. Unit employees who are members of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, may submit evidence of active membership in such religion, body or sect.
2. The unit employee will be required to pay a sum equivalent of the agency fee to one of the charitable organizations agreed upon by the City and HPGEA. For the term of this agreement, these organizations are: March of Dimes, United Way, and American Cancer Society.
3. The City will deduct such contribution from the paycheck of those unit employees and remit the contribution to the charitable organization.

E. FINANCIAL REPORTING REQUIREMENTS OF THE ASSOCIATION

The HPGEA shall keep an adequate itemized record of its financial transactions of the unit employees who are covered by the Agency Shop provision and shall make available a written review report, annually to the City within ninety (90) calendar days after the end of its fiscal year. Such report shall include a balance sheet, operating statement, and statement of cash flow.

F. INDEMNIFICATION

HPGEA agrees to indemnify and hold harmless the City against all claims including costs of suit and reasonable attorney fees and/or other forms of liability arising from the provisions of this article.

VIII. DUES/INSURANCE CHECK-OFF

The City shall, on behalf of HPGEA during the term of this MOU shall do the following:

1. Provide official payroll deductions for HPGEA dues and approved insurance and welfare plan fees to be deducted bi-weekly by the City from the salary of each unit employee who has filed a written authorization, on the appropriate City form, that such deduction be made.
2. Assistance to HPGEA on a quarterly basis by identifying newly hired unit employees in the representation unit.
3. Distribution of HPGEA membership packets, if provided by the City, to newly hired unit employees in the representation unit; and
4. Inform all new hires in the representation unit that HPGEA is the employee organization designated as the representative of the employees in the unit.

IX. USE OF CITY FACILITIES

1. Employee organizations may, with the prior approval of the Municipal Employee Relations Officer (City Manager), be granted the use of City facilities during non-work hours for meetings of unit employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of unit employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.
2. The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and bulletin boards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

X. USE OF BULLETIN BOARDS

HPGEA may use portions of City bulletin boards under the following conditions:

ARTICLE ONE

1. All materials must be dated and must identify the organization which published them.
2. The actual posting of materials will be done by the HPGEA. In the event that posted materials are, in the opinion of the department head, objectionable or interfere with the proper functioning of the department, the department head may order the material removed provided, however, the department head first discusses such removal order with the Municipal Employee Relations Officer (City Manager).
3. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to HPGEA materials.
4. If HPGEA does not abide by these rules, HPGEA will forfeit its right to have material posted on City bulletin boards.

XI. ELECTRONIC COMMUNICATIONS

The GEA shall be permitted to use the City's email system to communicate to its unit employees, provided however, the association and its members comply with the City's Information Technology Equipment Policy and other requirements as set forth by the City.

XII. RIGHTS

A. EMPLOYEE RIGHTS

1. Unit employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment.
2. Unit employees also shall have the right to refuse to join or participate in the activities of employee organizations.
3. No unit employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

B. MANAGEMENT RIGHTS AND RESPONSIBILITIES

The City reserves, retains and is vested with solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this MOU or by law to manage the City for the citizens of Huntington Park, as such

ARTICLE ONE

rights existed prior to the execution of this MOU. The sole and exclusive rights of Management shall include, but not be limited to, the following rights:

1. To manage the city generally and to determine policies, procedures, and the right to manage the affairs of the City;
2. To determine the existence or nonexistence of facts, which are the bases of the Management decision;
3. To determine the necessity, organization, and implementation of any service or activity conducted by the City or other governmental jurisdictions, and expand or diminish services;
4. To determine the nature, manner, means, extent, type, quantity, quality and technology, standards, level and extent of services to be provided to the public;
5. To determine methods of financing;
6. To determine quality, quantity and types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, organizational structure, size and composition of the work force and allocate and assign work by which the City operations and services are to be conducted;
8. To plan, determine and manage City budget which includes changes in the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including the right to contract for or subcontract any work or operation of the City;
9. To assign work to and schedule unit employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments;
10. To lay off unit employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive or not cost effective as determined by the City. Notwithstanding this management right, the City agrees that during the term of this Agreement, and up to December 31, 2018, that it shall not contract out for duties performed by employees who are laid off. Further, notwithstanding this management right, the City agrees that during the term of this Agreement, and up to December 31, 2018, to meet and consult with the GEA prior to implementation of any layoffs. Meet and consult means that the City agrees to meet with GEA to discuss alternatives to layoff, but does not include any requirement to bargain to impasse.

ARTICLE ONE

11. To establish and modify productivity and performance programs and standards;
12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reduce, reprimand, withhold salary increases and benefits, or otherwise discipline unit employees for cause;
13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reallocate and reclassify unit employees;
14. To hire, transfer, promote, reduce in rank, demote, reallocate, and terminate unit employees and take other personnel action for nondisciplinary reasons in accordance with the MOU and applicable resolutions and Codes of the City;
15. To determine policies, procedures and standards for selection, training and promotion of unit employees;
16. To establish unit employee performance standards, including quality and quantity standards, and to require compliance therewith;
17. To maintain order and efficiency in its facilities and operations;
18. To establish and promulgate and/or modify rules and regulations, policies and procedures related to productivity, efficiency, conduct, safety, health and order in the City and to require compliance therewith;
19. To restrict the activity of an employee organization on City property and on City time except as set forth in the Employer-Employee Relations Resolution;
20. To take any and all necessary steps and actions to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or other time deemed necessary by the City not specified above.

C. IMPACT ON MANAGEMENT RIGHTS

1. The City agrees to meet and confer with the HPGEA, except in cases of emergencies defined in the MOU, over the exercise of a Management Right which has significant impact upon the wages, hours and terms and conditions of employment of unit employees.
2. Notwithstanding the above, if the proposed changes impact “Terms and Conditions of Employment” as defined by State Law, the City shall

ARTICLE ONE

comply with the meet and confer requirements as otherwise required by law.

3. After meeting and conferring with HPGEA, and if needed, exhausting impasse requirements as set forth in the City's Employer-Employee Relations Resolution 69-76 as amended, nothing shall prevent the City from implementing said Management Rights.

XIII. PAID TIME OFF FOR HPGEA REPRESENTATIVES

A. RELEASE TIME

1. Leave of Absence with Pay is authorized for representatives of HPGEA to attend Employee Relations related conferences, meetings, institutes, or similar affairs (in addition to meet and confer sessions with City representatives).
2. Such leave is subject to the prior approval of the Department Head or City Manager.

B. LIMITATIONS

HPGEA agrees that any off-duty time shall not constitute hours worked for computation of overtime in the respective work period.

ARTICLE TWO:
SALARIES AND COMPENSATION

I. SALARIES

A. SALARY ADJUSTMENTS – January 2016

Effective on the first day of the pay period which includes January 1, 2016, all classifications in the unit shall receive a four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on March 2014.

B. SALARY ADJUSTMENTS – January 2017

Effective on the first day of the pay period which includes January 1st of 2017, all classifications in the unit shall receive a four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on January 2016.

C. SALARY ADJUSTMENTS – January 2018

Effective on the first day of the pay period which includes January 1st of 2018, all classifications in the unit shall receive a four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on January 2017.

D. COLA in Lieu Leave Eliminated.

The City of Huntington Park (City) and the Huntington Park General Employees' Association (HPGEA) agreed in the prior Memorandum of Understanding (MOU) to defer pay raises for July 2010 and January 2011 and provide one hundred (100) hours of COLA in Lieu Leave. In exchange for the salary adjustments expressed above, effective July 1, 2016, COLA in Lieu Leave will be eliminated. In an effort to minimize any loss of unused COLA in Lieu, members should begin, no later than ninety (90) days prior to the expiration of any unused leave, consulting with department supervision and management in an effort to schedule use of remaining leave prior to the expiration date, June 30, 2016, of any unused COLA in Lieu Leave.

II. CITY WILL UNDERTAKE CLASSIFICATION STUDY

The City will undertake a classification study for city employee positions. No employee shall suffer a reduction in pay as a result of the classification study.

III. CITY'S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY

The City shall not be restricted in its ability to increase any of those salaries for unit employees as a result of reclassification study or if a determination is made by the City that it is not possible to recruit effectively or competitively for a classification in the unit. No such salary increases are mandated.

IV. FIVE STEP SALARY SCHEDULE

Step 1

- a) Shall be the entry level step for new unit employees in all classifications unless otherwise another step is approved by the City Manager.
- b) The City Manager may appoint a new employee to the maximum salary for the class if he/she determines that the candidate is exceptionally qualified or there has been difficulty in recruiting.
- c) A unit employee must serve at least six (6) months of satisfactory job performance in Step 1 to be eligible to advance to Step 2.

Step 2

A unit employee should receive this step after the completion of six (6) months of satisfactory job performance in Step 1 in the same classification.

Step 3

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 2 in the same classification.

Step 4

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 3 in the same classification.

Step 5

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 4 in the same classification.

V. STEP INCREASES – BASED ON MERIT

A. NOT AUTOMATIC

No step increase in salary shall be automatic merely upon completion of a specific period of service.

B. BASED ON MERIT

All increases shall be based on merit as established by record of the employee’s job performance with at least a satisfactory job performance rating.

VI. PROBATIONARY PERIOD

A. LENGTH OF PROBATIONARY PERIOD

1. All unit employees except, demotions and promotions shall serve a probationary period of twelve (12) full calendar months.
2. The probationary period may be extended by the approval of the unit employee’s Department Head and City Manager for the length of time of the total approved leave time taken (paid leave time or protected non-pay leave time) taken during the unit employee’s probationary period.

B. “AT WILL” STATUS

1. During the probationary period, a unit employee serves as an “at will” status and may be dismissed with or without cause and with or without notice.
2. If a promoted unit employee fails their probationary period, they shall return to their former classification they held as permanent employee prior to the promotion, unless he is dismissed from the City service in the manner provided in Ordinance No. 1456 and the personnel rules and regulations.

C. PROMOTIONS

Promoted unit employees will serve a six (6) month probationary period.

VII. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION

A. REDUCTION OF UNIT SALARY RANGE

In the event the salary range assigned to any classification is reduced, all unit employees within such classification shall be reassigned to a classification in such lower range which most nearly corresponds to the salary being received by such unit employee at the time such range is reduced.

B. INCREASE OF SALARY RANGE OR CLASSIFICATION

In the event the salary range assigned to any classification is increased, all unit employees within such classification will be reassigned to the step to which such unit employee was assigned immediately prior to such increase.

C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE

1. Any unit employee voluntarily transferred or demoted to a classification where a lower salary range is assigned shall be placed at a salary step within the lower salary range which is closest to the unit employee salary step immediately prior to such voluntary transfer or demotion.
2. Upon such transfer or demotion, such unit employee shall be entitled to annual increases as authorized for their new classification as a salaried full-time employee.

D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE

1. Any unit employee receiving promotion to a higher classification to which a higher salary range is assigned shall receive compensation at the step within the assigned range which will result in at least a one-step increase in salary over that being received by such employee immediately prior to such promotion, or to the lowest step in the salary range of such higher classification, whichever results in a greater increase.
2. After promotion to a higher classification, or transfer to a classification to which a higher salary range is assigned, such employee will be eligible for regular step increase for their new classification.

VIII. ANNIVERSARY DATE

A. DATE OF INITIAL HIRE

1. For all purposes, except eligibility for salary increases, a unit employee's anniversary date shall be the date of initial hire with the City as a salaried full-time employee.
2. In cases of re-employment, the anniversary date shall be the effective date of re-employment as a salaried full-time employee less the time the unit employee was on approved Leave of Absence.

B. LIMITATIONS

Salary range adjustments for a classification will not set a new salary anniversary date for unit employees serving in that classification.

IX. EQUIVALENT BI-WEEKLY, MONTHLY AND ANNUAL RATE

1. Equivalent bi-weekly pay rate shall be determined by multiplying the hourly rate by eighty (80) hours.
2. Equivalent annual pay rate shall be determined by multiplying the hourly rate by two-thousand eighty (2080) hours.
3. Equivalent monthly pay rate shall be determined by dividing the annual rate by twelve (12) months.

X. FREQUENCY OF PAYCHECK ISSUANCE

Current unit employees shall be paid bi-weekly, once every two (2) weeks, either by paycheck or by direct deposit, as elected by the unit employee.

XI. PAYROLL WITHHOLDING CHANGES

1. Unit employee must submit any changes in payroll withholdings at least fourteen (14) calendar days in advance of the implementation or said withholdings.
2. If a unit employee, due to an emergency situation, requests to have withholding to be effective in less than fourteen (14) calendar days, they may appeal to the City's Personnel Supervisor who may grant or deny employees request.

XII. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

1. City agrees to provide a deferred compensation plan for unit employees covered herein pursuant to IRS Code Section 457.
2. If more than one plan is offered, unit employees shall be limited to participation in one (1) plan at a time.

B. PLAN DOCUMENTS AND RULES

Plan documents and participation rules under Section 457 are maintained by and available from the Human Resources Division.

C. CHANGING YOUR CONTRIBUTION

Unit employees may reduce or increase the amount of their bi-weekly deferred compensation contribution at any time with advance written notice on the appropriate form to the Human Resources Division.

D. LIMITATIONS

The City does not warrant that amounts deposited in the deferred compensation plans are “qualified” for tax deferral and is not to be held liable for such tax payments as may be determined assessable.

XIII. ACTING PAY

A. ELIGIBILITY

1. Any unit employee who is required in writing to, and does act and perform duties included within a unfilled or temporary vacant higher classification and which are broader than the specifications governing such employee’s position shall be eligible for acting pay upon written approval by corresponding department head and the City Manager.
2. To be eligible, the unit employee must have actually worked in the acting higher classification a minimum of five (5) consecutive days scheduled workdays, including official paid holidays.
3. To be eligible, the unit employee who is a supervisor must actually work in the acting classification a minimum of seven (7) consecutive scheduled work days or fifty-six (56) consecutive scheduled working hours, including paid holidays.

B. COMPENSATION

1. A unit employee approved for acting pay:
 - Shall be paid the hourly rate for the acting classification which is a minimum of five percent (5%) above the current base salary of the employee's permanent position, or Step "1" of the acting classification whichever is greater; and
 - Shall in no instance be entitled to be paid more than Step "5" of the acting classification.
2. During that period of acting service, a unit employee shall be paid at the acting pay rate when off on an official City holiday or sick leave, and
3. A unit employee working overtime or called back during an acting assignment shall be paid at the acting pay rate for such time.
4. A unit employee receiving acting pay as set forth above shall continue to receive the benefits associated with his/her permanent position and not the benefits associated with the acting position.

C. LIMITATIONS

1. The City strongly encourages departments not to use acting pay longer than a six (6) months assignments unless extension is approved in writing by both the Department Head and City Manager.
2. Acting assignments are not provisional appointments.

XIV. LONGEVITY PAY

A. PURPOSE

The purpose of the Longevity Pay is to recognize unit employees who have served a minimum of twenty (20) years of full time salaried service time with the City of Huntington Park in a classification represented by the HPGEA.

B. COMPENSATION

Eligible unit employees in their respective classification shall receive the following additional longevity compensation above their base top salary per month:

ARTICLE TWO

1. Effective July 1, 2009 all unit employees with twenty (20) years (completion of 239 consecutive months of City service) of full-time City service shall receive **\$225 per month** above their base top salary.
2. Effective July 1, 2009 all unit employees with twenty-five (25) years (completion of 299 consecutive months of City service) of full-time City service would receive **\$450 per month** above their base top salary.
3. For purposes of this section, “consecutive months of City service” shall mean completion of consecutive months of uninterrupted employment status with the City as a full-time employee providing service to the City. Notwithstanding the foregoing, authorized leaves and/or absences (whether paid or unpaid) or involuntary separation from service (such as a layoff) do not constitute a break or interruption of service.

XV. BILINGUAL PROGRAM

A. PURPOSE

1. Unit employees that frequently deal with the public and are in designated classes eligible to serve as a bilingual translator must pass a test given by the City to qualify.
2. The purpose of the Bilingual Program is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the community.
3. The service is provided through certain selected unit employees who have been certified as proficient in a designated foreign language which is regularly utilized in providing services to the community.

B. QUALIFICATION

1. The Human Resources Department will conduct the proficiency tests, as needed, in designated language as set forth in “A” above.
2. The Human Resources Department will then certify an eligible list of qualified bilingual translators who work in designated eligible bilingual classifications and are so certified to perform technical bilingual skills including reading, writing, and translation.

C. DESIGNATED ELIGIBLE CLASSIFICATIONS

Only the following designated classifications shall be eligible, once certified by the Human Resources Department as set forth in “B” above, to receive bilingual compensation:

DESIGNATED ELIGIBLE CLASSIFICATIONS
Accountant
Accounting Technician
Administrative Secretary
Animal Enforcement Officer
Assistant Planner
Associate Planner
Budget Analyst
Building Inspector
Business License Enforcement Officer
Code Enforcement Officer
Code Enforcement Supervisor
Development Project Coordinator
Equipment Mechanic Supervisor
Facility Repair Specialist
Finance Assistant I (Account Clerk I/Cashier)
Finance Assistant II (Account Clerk II)
Finance Technician
Housing Community Development Assistant
Maintenance Worker*
Neighborhood Improvement Coordinator
Office Assistant I (Clerk-Typist)
Office Assistant II
Parks/Public Works Maintenance Supervisor
Permit Technician
Police Records Clerk
Police Records Coordinator
Property Rehabilitation Specialist
Records/Imaging Clerk
Recycling Coordinator
Secretary
Senior Accountant
Senior Planner
Service Mechanic
Staff Analyst - Field Services
Staff Analyst - Police Department
Storekeeper
Switchboard Operator/Clerk

*Upon completion of classification study

D. COMPENSATION

Eligible certified unit employees shall receive compensation in the amount of One-Hundred Seventy-Five (\$175.00) dollars per month above their base salary.

XVI. SHORTHAND SKILL ASSIGNMENT PAY

A. PURPOSE

1. The purpose of the Shorthand Skill assignment pay is to provide qualified unit employees with compensation in recognition of their shorthand required as an essential function of their job.
2. This service is provided by certain qualified unit employees who have been certified as proficient in shorthand skills of which skill is regularly utilized in the completion of their duties.

B. QUALIFICATION

The Human Resources Department will conduct shorthand proficiency tests.

The Human Resources Department will then certify an eligible list of qualified unit employees so certified in shorthand skills.

C. COMPENSATION

Unit employees certified in shorthand skills and assigned in writing to a position requiring shorthand skills as designated by their Department Head shall receive ten percent (10%) above their current regular hourly rate.

XVII. NIGHT SHIFT DIFFERENTIAL PAY

A. PURPOSE

The purpose of this provision is to provide compensation to unit employees whose regular scheduled work shift includes at least one and one-half (1.5) hours or more of their scheduled work time between the hours of 7:00 p.m. and 6:00 a.m., herein referred to as Night Shift Differential, as assigned by Management.

B. COMPENSATION

Eligible unit employees shall be paid Night Shift Differential Pay of fifty cents (.50¢) per hour above their base hourly rate of pay for actual time night shift worked which is:

- Between the hours of 7:00 p.m. and 6:00 a.m.; and

- Is a minimum of one and one-half (1.5) hours or more of their scheduled work time.

C. LIMITATIONS

1. Night shift differential shall not apply to any City operation where unit employees periodically rotate through around the clock work schedules, such as Police Records Clerks.
2. Night shift differential shall not apply to unit employees temporarily scheduled to work between 7:00 p.m. and 6:00 a.m. due to emergencies, absenteeism or similar short-term instances.
3. Overtime worked:
 - Shall be paid at time and one-half (1.5) of the unit employee's regular hourly rate of pay.
4. Holidays:
 - Shall be paid at the employee's regularly hourly rate of pay.

XVIII. MINUTE CLERKS

1. Unit employees who are assigned and required to attend meetings of the City Council, or various commissions of the City, as "Minute Clerk" during their normal off duty hours shall be compensated.
2. Such compensation shall be for a minimum of two (2) hours overtime pay at time and one-half (1.5) their hourly rate of pay.

XIX. TEMPORARY ASSIGNMENTS

Temporary assignments:

- Are not a separate job classification,
- Do not have civil service status,
- Are not subject to civil service selection procedures, appeals or seniority,
- Do not have any property rights, and
- May be revoked by Management at any time for job related reasons or operational necessity.

ARTICLE THREE:

WORK PERIODS, SCHEDULES AND OVERTIME

I. WORK PERIODS

A. SEVEN (7) DAY WORK WEEK

The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

B. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES BEGINNING/ENDING

The seven (7) day work period shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59:59 p.m. except as modified by meeting and conferring with GEA.

C. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES ON THE 9/80 WORK SCHEDULE, BEGINNING/ENDING

The seven (7) day work period shall begin on Friday at 12:00 p.m. and end on Friday at 11:59:59 a.m. except as modified by meeting and conferring with GEA.

II. WORK SCHEDULES

A. CITY WORK SCHEDULES

City work schedules shall be as herein defined, except as otherwise provided for in this agreement:

5/40 Work Schedule: The 5/40 work schedule shall consist of five consecutive work day consisting of eight (8) consecutive work hours in a seven (7) consecutive calendar day period, exclusive of any meal periods assigned by management.

4/10 Work Schedule: The 4/10 work schedule shall consist of four consecutive work days consisting of ten (10) consecutive work hours in a seven (7) consecutive calendar day period, exclusive of any meal periods assigned by management.

ARTICLE THREE

9/80 Work Schedule: The 9/80 work schedule shall consist of an eighty (80) work hour two week schedule consisting of eight (8) nine (9) hour days and one eight (8) hour working day in a eighty (80) work hour work period in fourteen (14) consecutive calendar days. This schedule shall be divided into two forty (40) work hour work periods segments exclusive of any meal periods assigned by management.

Police Records Clerks: The 3/12 work schedule for Police Records Clerks shall be three (3) consecutive work days each seven (7) day work period, two (2) of which shall consist of 13.5 consecutive work hours and one (1) of which shall consist of thirteen (13) consecutive work hours, inclusive of meal periods and breaks.

B. CITY HALL - 4/10 WORK SCHEDULE

City Hall employees maintain a 4/10 work schedule (Monday-Thursday Shift) except employees who work 9/80 or other work schedules mutually agreed upon by the parties.

C. PUBLIC WORKS DEPARTMENT – 9/80 WORK SCHEDULE

Effective January 4, 2016 or shortly thereafter, Public Works Department will implement a “coordinated” 9/80 work schedule for its employees with at least one Friday per pay period off from work.

III. CHANGING OF WORK SCHEDULES [m1]

The City shall meet and confer with the Association when the City is considering other work schedules or the changing of the work schedule when the substantive and significant needs of the City so dictate, such as conformance to operational needs of the department or compliance with the law. The City will make every effort to maintain current work schedules for bargaining unit members.

IV. PUNCTUALITY/TARDINESS [m2]

A. POLICY

It is a job requirement for all unit employees to report to work at their required work schedule starting time. Lack of punctuality has a negative impact on City’s work productivity and therefore tardiness shall not be tolerated.

B. NO PAY FOR TARDINESS

Any unapproved tardiness time that is seven (7) minutes or more from the unit employee assigned work starting time shall not be paid and therefore shall be “Docked” for the time so tardy in increments of 15 minutes or more.

C. NO USE OF SICK LEAVE TIME BENEFITS

Unit employees who are “Docked” any time for unapproved tardiness may not use any accumulated sick leave benefits to cover tardy unpaid time unless approved by the department head or their designee.

D. DISCIPLINARY ACTION

If any unit employee who is continually tardy, as defined in this section, including one (1) minute or more late for his/hers work starting time on a continuous basis, the department head has the right to take appropriate disciplinary action on the tardy unit employee.

V. OVERTIME

A. POLICY

It is policy of the City that overtime work is to be discouraged. All overtime work must be approved in advance by the department head or designee. Whenever the public interest or necessity requires it, any department head may require any unit employee in such department to perform overtime work. Overtime work must be properly reported on the appropriate time card sheets.

B. DEFINITION AND ELIGIBILITY

FULL TIME UNIT EMPLOYEES

Full-time employees who work a minimum of eight (8) hours per day and forty (40) hours per seven-day work period, who are required to work in excess of their regularly scheduled forty (40) hour work week, shall be paid overtime at one and one-half (1 ½) times their hourly rate for all hours worked in their work period in excess of forty (40) hours, except as provided below.

C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME

Each workday a unit employee is off duty on an authorized paid leave of absence; i.e. holiday, vacation leave, comp time, except for sick leave, during the scheduled workweek shall be considered work time by the unit employee for the purpose of establishing eligibility for overtime in the seven (7) day work period.

D. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE

1. Overtime shall be credited in tenths of time worked of fifteen (15) minutes or more per work day.
2. Time so worked of less than seven (7) minutes of an hour shall be considered incidental and shall not be credited.
3. Time worked in excess of seven (7) minutes shall be rounded up to fifteen (15) minutes for overtime credit.

E. REGULAR DAY OFF WORKED

Unit employees required to work on a regularly scheduled day off shall receive overtime pay at one and one-half (1.5) times their regular rate of pay for hours actually worked. The hours so worked shall not be credited towards the base hours of a work period for purposes of establishing any basis for overtime or other purposes.

F. REGULAR HOURLY RATE OF COMPENSATION

The regular hourly rate of compensation for employees on a forty (40) hour week work schedule shall be 1/173.33 of the employee's monthly salary. The regular hourly rate of compensation shall be determined in accordance with the requirements set forth in the Fair Labor Standards Act (FLSA).

G. 9/80 WORK SCHEDULE TIME WORKED

Overtime for unit employees on a 9/80 work week schedule is time worked in excess of forty-four (44) paid hours in a 7 day work week period or eighty (80) paid hours worked in a 14 day work period as set forth in this agreement.

H. HOURS WORKED FOR OVERTIME – USE OF HOLIDAYS, VACATION TIME, AND COMPENSATORY TIME

1. For the purpose of computing the number of hours worked as they relate to overtime and seniority, time during which a unit employee is excused from work because of holidays, vacations, and compensatory time off, shall be considered as time worked by the unit employee.
2. Sick Leave taken shall not be credited as work time towards number of hours worked by the unit employee for the purpose of overtime.

VI. WORK TIME/NON-WORK TIME – OUT OF TOWN TRAVEL AND TRAINING TIME

A. ADVANCED APPROVAL

All out-of-town trips and training time, including attendance at lectures, meetings, training programs and similar events, must be approved in advance by the department head.

B. ONE DAY TRAVEL TRIPS

One-Day travel time trips for training programs is not counted as time worked, if a unit employee is traveling to another location such as the airport and travel time is comparable to the normal commute time. Any meal period while traveling is not time worked.

C. OVERNIGHT TRIPS

1. On Overnight Trips the unit employee's normal hours of work shall exclude meal time and sleep time. The City may count as time worked either the time spent driving or the time it would have taken on the public transportation, if the employee is offered public transportation and chooses to travel by automobile.
2. Any trip or training time is not treated as time worked if all of the following criteria are met:
 - a) Attendance is outside the employee's normal working hours;
 - b) Attendance is voluntary;
 - c) The training course is not directly related to the unit employee's job; and
 - d) The unit employee does not perform any significant job related work while in attendance.
3. If a unit employee voluntarily attends a conference, seminar, a school, college, university, or trade school after hours, the time is not considered as time worked even if the City contributes any incidental expenses. A unit employee's voluntary training for another job or training to add new or additional skills is not considered as directly related to the unit employee's job.

VII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES

A. BREAK-REST PERIOD DEFINED

Break-rest periods must be earned as any other benefit and are computed at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.

B. BREAK-REST PERIOD SCHEDULING

1. Break-rest periods are scheduled and/or rescheduled by management so as not to impair service and as job requirements dictate.
2. Unit employees may receive, whenever possible:
 - Two (2) paid break-rest periods of fifteen (15) minutes each for each scheduled work day actually worked; and
 - One (1) paid break-rest period of fifteen (15) minutes for each four (4) consecutive hours of overtime worked.

C. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION

The duration of a break-rest period shall consist of fifteen (15) minutes of cessation of work and will include time involved in going to and from a rest area unless otherwise authorized by this agreement.

D. LIMITATIONS

1. Break-rest periods are non-cumulative and shall not be added to any meal time, vacation, or any other form of authorized absence from work, unless authorized by Management.
2. Break-rest periods may not be used at the beginning or the end of a work shift unless authorized by Management.

VIII. MEAL TIME-UNPAID/NON-WORK TIME

A. MEAL TIME SCHEDULING

1. The schedule for meal times shall be determined by management in consideration of the continuity of services provided to the public and the convenience of the unit employee.
2. All unit employees, shall be entitled to one (1) non-working, unpaid meal time per scheduled work day of eight (8) or more consecutive hours worked, exclusive of overtime worked.

B. MEAL TIME ONE-HALF (1/2) HOUR DURATION

1. The normal unpaid meal time shall be one-half (1/2) hour in duration.
2. In no case will meal time be permitted to exceed one (1) hour, unless approved by management.

C. LIMITATIONS

1. Meal time is non-cumulative and shall not be added to any break-rest time, vacation, or any other form of authorized absence from work, unless authorized by Management.
2. Meal time may not be used at the beginning or the end of a work shift unless authorized by Management.
3. All meal time taken is considered non-work time and is unpaid.

IX. CALL BACK PAY (UNSCHEDULED)

A. PURPOSE

1. Call-back work is unscheduled time worked performed by an off-duty unit employee called-back to work after they have completed their regular work schedule and have left the work area or are on their day off.
2. Such assignments or call backs shall include emergency purposes or required attendance at meetings of the City Council, Commissions, Committees or other official bodies as approved by the City Manager.
3. The City shall, when possible, make available to qualified unit employees an equitable distribution of call-back pay within their assigned section.

B. COMPENSATION

Unit employees eligible for Call Back Pay as set forth in this section shall receive a minimum guarantee of four (4) hours of straight pay at the unit employee's regular hourly rate of pay or convert four (4) hours of straight time to unit employees Compensatory Time Bank.

C. LIMITATIONS

1. The four (4) hour minimum shall not apply when a unit employee is called in early before the start of their regular assigned shift and the call-back is contiguous with the unit employee regular work shift.
2. Another call back during the original or initial four (4) hour period shall not be treated as a new call back and shall not require a new four (4) hour minimum and all subsequent call back, shall be for actual hours worked plus reasonable travel time. In this event, the unit employee shall be paid for the actual time worked.

X. STAND-BY ASSIGNMENT PAY

A. PURPOSE

Public Works Department unit employees shall be entitled to receive additional compensation for their services while assigned to standby assignment only under the following circumstances and subject to the following conditions:

ARTICLE THREE

1. **“Standby Duty”** shall mean the assignment by the Department Head of a unit employee during other than his/her regular working hours to be on call and readily available for the performance of emergency work during one (1) or more consecutive “Standby Shifts.”
2. **“Weekday Standby Work Shift”** shall mean any unit employee assigned a Standby work shift for any week days, which is Monday, Tuesday, Wednesday, Thursday, or Friday. Each Standby day is 12:00 a.m. through 11:59 p.m. other than his/her regular assigned working hours.
3. **“Weekend Day Standby Shift”** shall mean any unit employee assign a Standby work shift for weekend days which is Saturday 12:00 a.m. to 11:59 p.m. or Sunday 12:00 a.m. through 11:59 p.m.

B. COMPENSATION

1. Compensation for Standby Shift or portion thereof shall be thirty dollars (\$30.00) per each standby shift or portion thereof.
2. Standby Duty – Holiday. Any unit employee who is assigned to standby duty on a recognized City Holiday shall receive standby pay of forty dollars (\$40.00) per Standby Shift on such holiday, in addition to other standby pay provided for in this section.

C. INFORM DEPARTMENT HEADS

1. Each unit employee assigned to standby duty shall provide a contact phone number to keep their Department Head informed as to their whereabouts at all times during such standby assignment.
2. Notice of each standby assignment shall be promptly given to the Department Head.

D. LIMITATIONS

1. Standby assignments will be limited to those public services which must have emergency response during off-duty hours.
2. City will compensate unit employees specifically required to be on standby duty under the conditions described below:
 - Unit employees must be available and must respond to any call-back while so assigned; and
 - The consumption of alcoholic beverages during an assigned stand-by period is prohibited, as is any use of illegal drugs or other incapacitating medication; and

ARTICLE THREE

- Violation of the above shall invalidate the employee’s eligibility for stand-by compensation for that period, in addition to any disciplinary action which is warranted.
- The City may, in its discretion, provide a cell phone or electronic device or other communication device to an assigned employee, which shall be his/her responsibility during such assignment (loss or damage due to negligence will result in employee replacing or paying for the paging device).

E. NOT ELIGIBLE FOR STAND-BY PAY

1. It is agreed that other unit employees may have a responsibility to respond if contacted and ordered to respond under the call-back provisions of the MOU, but are not required to stand-by under the terms of this Agreement.
2. The use of pagers or cell or other communication device is voluntary unless the employee is placed in stand-by assignment.

XI. ASSIGNMENT OF OVERTIME

Except as otherwise provided for in this Agreement, Management retains the right to determine the assignment of overtime or stand-by to any qualified unit employee by eligibility and seniority.

XII. COMPENSATORY TIME

A. ELIGIBILITY

Unit employees may elect to receive compensatory time in-lieu of overtime payment.

B. ACCUMULATION OF COMPENSATORY TIME BANK

1. Compensatory time will be accumulated on the basis of one-and-one-half (1 ½) hours for each one (1) hours worked in excess of the scheduled workday or workweek.
2. The maximum number of compensatory hours that may be accumulated is forty (40) hours at the straight time hourly rate (26.6 comp time hours x 1.5 = 40 hours), which may be carried until the end of the fiscal year and used as time off, or which may be paid to the unit employee upon separation from service for any reason.

ARTICLE THREE

3. Once the maximum has been accumulated, any additional compensatory overtime accrual submitted through payroll will be automatically paid to the unit employee on the succeeding paycheck.
4. For time earned from July 1 through June 30 of each Fiscal Year, the unused balances of Compensatory Time Bank will be paid during the last pay period in June of the same Fiscal Year to the unit employees at the employee's regular hourly rate of pay in effect at the time of payment and the bank shall be reduced to zero (0).

C. SCHEDULING AND USE OF COMPENSATORY TIME

1. The scheduling of compensatory time off shall be handled as the scheduling of vacation time off.
2. Accumulated compensatory time may be utilized on a hour for hour basis at the mutual convenience of management and the unit employee.
3. All compensatory time utilized as paid leave by a unit employee shall be debited from the unit employee's compensatory time bank.

D. PAY OUT OF COMPENSATORY TIME UPON TERMINATION FROM SERVICE

In the event of termination from the City for any reason, the unit employee shall be entitled to cash payment of one-hundred percent (100%) of an accumulated unused compensatory time if any, at termination paid straight time at the unit employee's regular hourly rate of pay.

XIII. TIME CLOCKS

If unit employees are required to use time clocks, all their time worked should be recorded by the use of time clock in accordance with established rules. Department heads shall be responsible for instructing their unit employees in the proper use of time clocks.

ARTICLE FOUR:
SUPPLEMENTAL BENEFITS

I. RETIREMENT**A. CalPERS RETIREMENT BENEFITS**

The City agrees to provide retirement benefits to eligible classic employees (as defined below in Section B.) under the California Public Employees' Retirement System (CalPERS) as follows:

Government Code Section	Benefit
20042	<u>One Year Final Compensation:</u> Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months. (Not applicable to 2% @ 62 retirement plan)
7522.32	<u>Three Year Final Compensation:</u> For new PEPRA members, provides that final compensation means the highest average annual pensionable compensation earned by a member during a period of at least 36 consecutive months. Also prohibits a public employer from adopting a final compensation period of less than three years for classic members who are currently subject to a three-year final compensation period.
20055	<u>Prior Service Credit:</u> Unit employees may be eligible to purchase prior service credit.
20124	<u>Military Service Credit as Public Service:</u> Unit employees may elect to purchase up to four (4) years of service credit.
20965	<u>Credit for Unused Sick Leave:</u> Unit employees may be eligible to convert unused sick leave bank hours at time of retirement to additional service time.
21329	<u>Two percent (2%) COLA:</u> Beginning the 2 nd calendar year after the year of retirement, retirement and survivor allowances will be adjusted annually on a compound basis of two percent (2%); the adjustment may not be greater than the change in the CPI.
21354	<u>2% @ 55 for Local Miscellaneous Members:</u> Base retirement plan of two percent (2%) at age 55 for all eligible unit employees. (Employees hired before 12/30/12)
21353	<u>2% @ 60 for Local Miscellaneous Members:</u> Base retirement plan of two percent (2%) at age 60 for all eligible unit CalPERS members hired 12/30/12 or after.
7522.20	<u>2% @ 62 for Local Miscellaneous Members:</u> Base retirement plan of two percent (2%) at age 62 for new CalPERS members hired 1/1/13 or after.
21551	<u>Death Benefit Continues:</u> Provides that death benefits paid to a

	spouse of a member who died prior to retirement will continue in full should the spouse remarry.
21574	<u>Fourth Level of 1959 Survivor Benefit:</u> Benefits are paid monthly to certain survivors of a unit employee who dies before retirement.
21620	<u>Retired Death Benefit \$500:</u> Upon the death of a retiree, a one-time lump sum payment of five-hundred dollars (\$500) will be paid to the retiree’s designated beneficiary.
21624 and 21626	<u>Post Retirement Survivor Allowance:</u> Provides surviving spouse fifty percent (50%) of the amount of retirement allowance, dependent on option chosen, as it was at time of death of retiree.

B. DEFINITION OF NEW MEMBER AND CLASSIC EMPLOYEES

The City contracts with CalPERS for retirement benefits. As a result of the Public Employees’ Pension Reform Act of 2013, new member employees and classic employees receive some different benefits. The definitions of “new member” and “classic member” are as follows:

New Member

Government Code section 7522.04(f) defines “new member” as follows:

(f) "New member" means any of the following:

- (1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
- (2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.
- (3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

Classic Member

CalPERS refers to all members who do not fit the definition of new member as a classic member.

C. ESTABLISHMENT OF THREE-TIER RETIREMENT FORMULA FOR MISCELLANEOUS EMPLOYEES

New Miscellaneous (non-sworn) employees hired on or after December 30, 2012, will be enrolled in the base retirement program 2% @ 60 for Miscellaneous Members formula. All other retirement benefits outlined in Section A above shall remain the same. For purposes of this section, "New Miscellaneous (non-sworn) employees" means a newly hired employee from outside the city.

CALPERS RETIREMENT BENEFITS FOR MISCELLANEOUS (NON-SWORN) "NEW MEMBERS" AS DEFINED BY THE PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)

- 1) Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2% @ 62 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).
- 2) Retirement Benefit Calculation Period: For unit members defined as "new members" under the PEPRA such employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).
- 3) Payment of Employee/Member Contribution: Effective January 1, 2013, new member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

New members shall be eligible to receive all other retirement benefits outlined in Section A. above, as allowed by CalPERS.

D. EMPLOYEE PORTION OF MISCELLANEOUS (NON-SWORN) OF CALPERS RETIREMENT

All Classic Miscellaneous employees shall continue to pay a total of 7% of employee share of CalPERS;

Effective January 1, 2013, New Members, a new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, or a member who established CalPERS membership prior to January 1, 2013, and who is hired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six months will pay at least 50% of the total normal cost rate.

II. NON-SWORN – PARS “0.5% STACK” EFFECTIVE JULY 1, 2010

A. NEW ADDITIONAL RETIREMENT BENEFIT

Effective July 1, 2010, the City was authorized to provide a new additional retirement benefit referred to as “PARS 0.5% Stack Plan” through the Public Agency Retirement Services (PARS).

Effective January 1, 2013, new PEPRRA guidelines prohibits a public employer from offering the PARS 0.5% Stack Plan to any employee that was not covered by an existing plan prior to January 1, 2013.

B. NON-SWORN UNIT EMPLOYEE PAYMENT SHARE

1. Effective July 1, 2010, all non-sworn unit employees will pay one and one-half percent (1.5%) of their salary to the City to help pay for the increased cost to the City for the “PARS 0.5% Stack Plan”.
2. All new non-sworn unit employees hired on or after July 1, 2010 will pay two percent (2%) of their salary to the City for the first five (5) years of full-time employment with the City to help pay for the increased costs to the City for the “PARS 0.5% Stack Plan”.
3. Upon completion of five (5) years (60 months) of full-time employment with the City, these non-sworn unit employees payment to the City for “PARS 0.5% Stack Plan” will be reduced from two percent (2%) to one and one-half percent (1.5%) of their salary.

C. ELIGIBILITY

1. Effective July 1, 2010, all non-sworn unit employees hired prior to January 1, 2013, who have worked full-time for the City for at least five

ARTICLE FOUR

(5) years shall be eligible to receive "PARS 0.5% Stack" Retirement Benefits upon their retirement from the City of Huntington Park.

D. LIMITATIONS

1. Effective July 1, 2010, all non-sworn unit employees who terminated their employment from the City or who have not worked full-time at least five (5) years with the City before they retire from the City shall not be eligible to receive the "PARS 0.5% Stack" Retirement benefit.
2. Any non-sworn unit employee who terminates their employment with the City "prior" to their retirement shall receive all of their 1.5% salary contribution made for the "PARS 0.5% Stack" benefit plus interest.
3. Eligible non-sworn unit employee as set forth in this section must retire from the City of Huntington Park to receive the "PARS 0.5% Stack" benefit.

III. HEALTH INSURANCE

A. HEALTH INSURANCE – CalPERS MEDICAL PLANS

The City will provide unit employees, their eligible dependents and retirees and their eligible dependents with medical insurance provided through the California Public Employees' Retirement System under the Medical and Hospital Care Act (PEHMCA).

B. HEALTH INSURANCE – CITY CONTRIBUTION

1. The City shall contribute on behalf of each unit employee an amount equal to 100% of the cost of the employee's insurance plan (i.e. Employee Only, Employee Plus One Dependent, Employee Plus Two or more Dependents) not to exceed the cost of the respective plan of the Kaiser Permanente (HMO)-Los Angeles Region Plan available through PEMHCA.
2. Effective once during each fiscal year, at the time rate changes are implemented by CalPERS, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) equal to the Kaiser Permanente-California L.A. Region plan CalPERS approved HMO plan.

IV. RETIREE HEALTH INSURANCE

A. ELIGIBILITY

A unit employee who subsequently retires from the City of Huntington Park and who qualifies as set forth in the following shall receive the following retiree Health Insurance Benefits upon official retirement from the City of Huntington Park.

B. RETIRED HEALTH INSURANCE BENEFIT

1. All unit employees who officially retire from the City of Huntington Park with at least five (5) years of full-time service with the City of Huntington Park, the City shall pay one-hundred percent (100%) of the maximum level of the City's contribution based on the Basic Kaiser Permanente – L.A. Area Region monthly health premium (i.e. Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for those eligible retired unit employees under the California Public Employee's Medical and Hospital Care Act or other health insurance and all other form of health insurance for these retired employees and their dependents.
2. Effective January 1, 2011, for retired unit employees who are eligible for Medicare, the City's contribution shall be solely based upon Kaiser Permanente – L.A. Area Region Supplement/Managed Medicare monthly health premium or the Combination of both Basic (meaning non-Medicare basic medical coverage) and the Kaiser Medicare monthly health premium.
3. The City agrees to defend and indemnify and hold harmless the HPGEA against all claims and/or other forms of liability arising from provisions of Article Four, Section IV, B-2 of this MOU.
4. These qualifying requirements shall be waived for unit employees who retire from City service on an Industrial Disability Retirement.

C. RETIRED HEALTH INSURANCE BENEFIT FOR EMPLOYEES HIRED AFTER RATIFICATION OF THIS CONTRACT AND ONCE CALPERS CONTRACT IS AMENDED.

1. The parties further agree that during the term of this Agreement, they shall meet and confer regarding the continuation of retiree health insurance benefits for new hires. The City agrees that changes to this benefit during the term of this Agreement are subject to agreement by the GEA.

V. HEALTH INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-PERSABLE)

Unit employees may elect to discontinue participation in, “opt out,” of the CalPERS Health Plan medical insurance coverage. The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.

A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT

1. For these medical plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - Individual coverage; or
 - One (1) employee may select a plan and list the spouse as a dependent.
2. A unit employee who is covered as the dependent of a City employee in the City plan is eligible for single-party rate “opt-out” compensation.
3. Unit employees may not both insure each other or the same dependents.

B. PROOF OF COVERAGE/WAIVE CITY LIABILITY

1. Unit employees electing to cancel City health insurance coverage for themselves and all eligible family members must provide proof.
 - a) The unit employee is not receiving Medicare or Medical
 - b) The unit employee must sign a document stating his/her desire to waive their City medical insurance coverage.
 - c) The unit employee has coverage through another (non-City) benefit plan end year prior to open enrollment (e.g., spouse’s coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City’s health insurance plan.

C. OPT-OUT CASH VALUE (NON-PERSABLE)

1. Unit employee’s electing to opt out will receive the taxable cash (non-PERSable) value of one-half (1/2) of the monthly medical premium rate for which the unit employee would have qualified had the qualified unit employee not “Opted-Out” payable in two equal amounts and added to the first and the next subsequent paycheck of each month and is non-PERSable compensation.

VI. DENTAL INSURANCE

A. BENEFITS – DELTA CARE/PMI PLAN

1. Benefits – DeltaCare/PMI Plan. The City shall contribute an amount, equal to the DeltaCare/PMI premiums in an amount not to exceed the cost of coverage for an Employee Plus Two or More Dependents, on a monthly basis towards an employee’s choice of dental plans made available and administrated by Delta Dental Plan.
2. Effective once during each fiscal year, at the time rate changes are implemented by Delta Care PMI, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) to equal the corresponding Delta Care PMI monthly premium

B. LIMITATIONS – DELTA PREFERRED OPTION PLAN

Unit employees who choose the Delta Insurance Delta Preferred Option Plan shall pay the difference in monthly premium between the Delta/PMI Plan and Delta Preferred Option Plan.

C. DENTAL INSURANCE BENEFITS – LIMITATIONS

The Dental Insurance coverage shall cease for unit employees upon termination, including retirement, at the end of the month following that after which the unit employee terminates from employment with the City.

VII. LIFE INSURANCE

A. BENEFIT

1. The City shall pay the full monthly premium for unit employees for Term Life Insurance Group coverage of \$100,000.
2. Said Life Insurance benefit shall include coverage for Accidental Death and Dismemberment (AD&D).

B. LIMITATION

This Life Insurance Plan Coverage shall cease upon the unit employee termination from employment with the City.

VIII. VISION CARE INSURANCE

A. BENEFIT

1. Effective January 1, 2013, the City shall pay the full monthly premium for the unit employee up to Employee plus Two or more Dependents category for Vision Care Insurance.
2. Effective once during each fiscal year, at the time rate changes are implemented, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for the vision care insurance monthly premium.
3. The vision care insurance coverage shall cease upon the unit employee termination from employment with the City.

IX. LONG TERM DISABILITY INSURANCE

A. PURPOSE

The City has a Long Term Disability insurance policy intended to augment the annual sick leave accrual and sick leave bank programs and provide certain income protection for unit employees up to two (2) years.

B. BENEFIT

1. The City shall pay the full monthly premium for the Long Term Disability Insurance Plan Coverage for unit employees.
2. Long Term Disability may be used for either work or non-work related injuries or illness in accordance with City Policy and the insurance company carriers qualifying rules and regulations.
3. Long Term Disability Insurance benefits shall be paid to eligible unit employees in accordance with the policies established by the insurance carrier's written policy rules and regulations for qualifying and a thirty (30) calendar day waiting period established by the insurance carrier before benefits can be paid.

C. LIMITATIONS

1. The unit employee must use all their accumulated annual sick leave and bank hours, and all accumulated sick leave time before being eligible to receiving Long Term Disability benefits.
2. Accumulated sick leave may be used in separate thirty (30) calendar day periods.
3. This Long Term Disability Insurance Plan shall cease upon the unit employee's termination from employment with the City.

X. CITY RIGHTS – CONTENT AND CONTRACTOR

A. INSURANCE/EMPLOYEE BENEFIT PLANS

The City retains the exclusive right to determine the content and contractors for all insurance plans.

B. MEET AND CONFER WITH HPGEA

The City agrees to meet and confer with the HPGEA over any City proposed change in the benefit levels for any insurance plan.

XI. UNIFORMS PROVIDED [m3]

A. POLICY

The City shall, at its expense, provide uniforms required to be worn during regular working hours by unit employees in the labor and trade classes in the Public Works Department.

B. REIMBURSEMENT FOR UNIFORM DAMAGE [m4]

1. Any unit employee who is required to wear a City uniform provided by the City in the performance of his or her official duties and who sustains damage to such uniform through no fault of the unit employee, shall be entitled to reimbursement for such damage as follows:
 - a) Damage to such articles or uniform must occur while the unit employee is performing assigned duties on behalf of the City.
 - b) Reimbursement shall be made to cover reasonable replacement costs, as determined by management, taking into consideration the depreciation and life expectancy of the article or uniform.
 - c) Payment to the unit employee shall be made only after written approval by the appropriate department head and by the City Manager.

XII. UNIFORM ALLOWANCE [m5]

A. PURPOSE

1. The purpose of uniform cleaning and replacement allowance is to provide funds for the future purchase, replacement, and cleaning of uniforms and clothing. Two (2) changes per week shall be provided for each unit employee during regular working schedule.
2. Additionally, the funds are provided to compensate for all time expended in cleaning and maintaining required uniform equipment in proper order.
3. Unit employees, except employees on IOD status, who have been on an unpaid leave of absence for any reason from active services for any time in excess of forty-two (42) calendar days shall have the monthly pro-rated.

B. NEW EMPLOYEES

Unit employees who are required to wear a uniform and are eligible for uniform allowance shall first be issued a City purchase order to obtain the required uniform for their respective classes.

C. UNIFORM ALLOWANCE REIMBURSEMENT (Non-PERSable) [m6]

Unit employees who have served twelve (12) months with their initial uniform purchased by a City purchase order shall thereafter receive a uniform allowance reimbursement of Nine-Hundred (\$900) dollars (non-PERSable) paid in two equal separate checks of Four-Hundred and Fifty (\$450) dollars each subsequent July and December of each following calendar year.

D. ELIGIBILITY

Those unit employee classifications eligible to receive uniform allowance as set forth in this section shall be as follows:

- Animal Enforcement Officer
- Business License Enforcement Officer
- Code Enforcement Officer
- Code Enforcement Supervisor
- Police Records Clerk

XIII. BOOT ALLOWANCE

A. REGULAR OR STEEL-TOE BOOTS ALLOWANCE

Public Works Unit employees who are required to wear regular or steel toe boots shall be reimbursed for up to two-hundred dollars (\$200) of the cost of the boots which meet industrial safety standards, per fiscal year.

DESIGNATED ELIGIBLE CLASSIFICATIONS
Electrician Supervisor
Equipment Mechanic
Equipment Mechanic Supervisor
Facility Repair Mechanic/Specialist
Journeyman Electrician
Maintenance Worker
Maintenance Worker Supervisor
Parks and Tree Supervisor
Public Works Supervisor
Service Mechanic
Storekeeper

B. ALLOWANCE (Non PERSable)

All unit employees eligible for boot allowance as set forth in Section above, who has worked a minimum of one (1) year, shall receive two-hundred dollars (\$200) non-PERSable each July of each calendar year.

XIV. TOOL ALLOWANCE

A. PURPOSE

The purpose of the annual tool maintenance allowance is to provide a reimbursement allowance for designated eligible unit employees to purchase and replace as needed job related tools to perform their duties.

B. ELIGIBLE DESIGNATED CLASSES

The following unit classification shall be eligible to receive annual tool allowance:

- Equipment Mechanic
- Equipment Mechanic Supervisor
- Facility Repair Mechanic/Specialist
- Maintenance Electrician
- Maintenance Electrician Supervisor
- Service Mechanic

C. ALLOWANCE (Non PERSable)

All unit employees eligible for tool allowance as set forth in Section B above, who has worked a minimum of one (1) year, shall receive Four Hundred dollars (\$400) non-PERSable each July of each calendar year.

XV. SAFETY GLASSES

A. REQUIRED TO WEAR SAFETY GLASSES

Unit employees who are required to wear safety glasses and who wear prescription glasses shall be reimbursed for one-half (1/2) of the cost of the glasses which meet industrial safety standards.

XVI. TUITION REIMBURSEMENT PROGRAM

A. PURPOSE

The purpose of the City's Educational Tuition Reimbursement Program is to promote and encourage employees to obtain a college level education up to, and including, a Master's or Doctorate's degree. All unit employees may use the tuition reimbursement program each fiscal year, subject to the conditions of the program set forth in this section.

B. ANNUAL REIMBURSEMENT

1. The maximum amount of the annual reimbursement shall be fifteen hundred (\$1,500) dollars, which shall cover tuition, enrollment fees, required textbooks and other related material;
2. Participation for reimbursement shall be on a first come, first served basis and subject to a twenty-five thousand (\$25,000) dollar city-wide cap;
3. Following the end of a fiscal year, remaining funds in the \$25,000 fund shall be made available to employees who have eligible expenses in excess of the \$1,500 individual limit;
4. To the extent that funds remaining in the pool are insufficient to fund all the supplemental applications, participants shall receive equal reimbursements from the remaining funds in the City-wide Tuition Reimbursement Fund;

C. REQUIREMENTS

1. All courses must be completed at an accredited college, university, junior college, or other institution, as recommended by the Department Head and approved by the City Manager;
2. To be eligible for reimbursement, unit employees must receive a grade of “C” or better (or “Pass” if the course is given on a “Pass/Fail” basis);
3. Classes must be taken while a unit employee is off-duty and not during employees scheduled work hours; and,
4. Approval for reimbursement must be obtained from the City Manager prior to the beginning of the class and payment for reimbursement shall be made only after the certified transcript of grades and receipts for payment of tuition fees and other expenses are received by the City.

XVII. FITNESS FACILITY

The City shall provide unit employees in the GEA with access to the City’s Recreation Center for the use of the facilities at no cost to the unit employee. Any fees or expenses for class registration or special events will be the responsibility of the unit employee.

XVIII. COFFEE SUPPLIES

The coffee and related supplies that is provided for the City Council and the various City Commissions shall also be made available for use by City employees.

ARTICLE FIVE:
LEAVE POLICIES

I. HOLIDAYS

A. ANNUAL HOLIDAY LEAVE

1. Effective July 1, 2015, regular full-time employees shall be compensated a total of one hundred (110) hours of Holiday Leave per fiscal year.
2. For each authorized official paid holiday, the employee will be compensated at their base salary rate not to exceed ten (10) holiday hours for each authorized holiday during each fiscal year.

B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES

1. The official paid recognized holidays granted to unit employees is as follows:
 1. New Year's Day (January 1)
 2. Martin Luther King's, Jr. Birthday (3rd Monday in January)
 3. President's Day (3rd Monday in February)
 4. Cesar Chavez Birthday (March 31)
 5. Memorial Day (4th Monday in May)
 6. Independence Day (4th of July)
 7. Labor Day (1st Monday in September)
 8. Veteran's Day (November 11)
 9. Thanksgiving Day (4th Thursday in November)
 10. Day after Thanksgiving
 11. Christmas Day (December 25th)
2. The City Manager or City Council has the right to designate any day or part of a day as a Holiday.

C. USE OF HOLIDAY LEAVE

Unit employees may take his/her unused Holiday Leave Time as approved by the Department Head with due regard to the service needs of the City and the needs of the unit employee.

D. UNUSED HOLIDAY LEAVE

Unit employees unused Holiday Leave Time shall be lost if not taken prior to the last pay period of each fiscal year (July-June) and shall not be converted to any form of compensation, except as covered in Section G below.

E. OFFICIAL HOLIDAYS OCCURRING ON FRIDAY OR SATURDAY

Holidays that fall on Saturday or Sunday shall be observed on Friday or Monday respectively.

F. OFFICIAL HOLIDAYS OCCURRING ON SCHEDULED DAY OFF

When any official Holiday occurs on a unit employee's regular scheduled day off, the holiday time for that day shall not be deducted from the unit employee Holiday Leave Bank and those hours shall become "Floating Holiday" time to be taken off at the approval of the Department Head prior to the last pay period of that fiscal year (June 30).

G. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY

1. When a unit employee is required to work on an official holiday, all hours worked shall be paid at the unit employee regular hourly rate; and
2. No Holiday Leave Time shall be deducted from their annual Holiday Leave Bank. The City shall pay out the amount of unused Holiday Leave Time during the first pay period in July if an employee who was required to work on an official holiday is not able to use the Holiday Leave Time before the last pay period of the fiscal year (July-June).

H. HOLIDAYS OCCURRING DURING VACATION PERIOD

Any official holiday time occurring within a unit employee's vacation period shall be charged as Holiday Leave Time in lieu of Vacation.

I. HOLIDAYS AND SICK LEAVE USE

If a unit employee is on Annual Sick Leave or taking Sick Leave Bank Leave on the last working day before the holiday **or** immediately after any official holiday, those holiday leave hours [eight (8) for unit employees on 5/8 work schedule, nine (9) for unit employees on the 9/80 work schedule, and ten (10)

for unit employees on the 4/10 work schedule] for that holiday shall be forfeited and deducted from their annual Holiday Leave Bank.

J. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION

1. Any unit employee terminating employment from the City, either voluntary or involuntarily shall have any eligible accrued Holiday Leave Time hours cashed out at the employee current hourly rate of pay.
2. Eligible holiday hours shall mean those holidays in the fiscal year which have already been earned by the terminating unit employee. (Earned meaning they were employed by City when certain eligible Holidays had occurred.)
3. In the case of any unit employee whose employment with the City is terminated by death, such payment shall be made to the estate, spouse or beneficiaries entitled to, or in the case of doubt to the beneficiary of records for public retirement, upon approval by City Attorney.

K. DECEMBER 24-CHRISTMAS EVE/DECEMBER 31- NEW YEAR'S EVE

1. If approved by the City Manager, each unit employee, except those unit employees determined by the City Manager and Department Heads to provide services for the necessary functions of the department which he/she is employed, shall be permitted to be absent for duty one-half (1/2) of the work shift on December 24 (Christmas Eve) and December 31 (New Year's Eve) or the last working day prior to December 24 and December 31.
2. Should a unit employee be on approved leave with pay (holiday leave, vacation leave, or compensatory time, but not sick leave) on December 24 or December 31 and it's a regular assigned work day for them they shall be charged leave time for one-half (1/2) of their work shift for said day.

II. VACATION LEAVE

A. VACATION LEAVE ACCRUAL

1. All unit employees are eligible to earn vacation leave time.
2. Unit employees shall receive accrue vacation leave time on the fifteenth (15) day of each month.
3. Unit employee shall be entitled to utilize their accumulated vacation leave with pay upon completion of six (6) months of continuous employment with the City and approval by their department head.

B. VACATION LEAVE EARNED

1. Vacation time shall be earned and accrued on the following basis:

YEARS/MONTH EMPLOYED	VACATION EARNED Per month	VACATION EARNED Per Year	*TWICE MAXIMUM VACATION EARNED
0-4 yrs (0-48 months)	9.33 hours per month	112 hours per year	224 Hours
5-9 yrs (49-108 months)	12.66 hours per month	152 hours per year	304 Hours
10 yrs + (109 months + thereafter)	16.66 hours per month	200 hours per year (see B.3 below)	400 Hours

2. Vacation Leave Time is earned on a continuous service time with the City and is prorated on a monthly basis.
3. *After a unit employee accrues twice their annual Vacation Leave Time accrual said unit employee ceases to accrue Vacation Leave. The affected unit employee will only begin accruing vacation Leave again after their vacation Leave balance is less than twice the annual Vacation Leave accrual.

C. APPROVAL OF VACATION LEAVE REQUESTS

The Department Head shall approve unit employee Vacation Leave request with due regard to the service needs of the City and the personal need of the unit employee.

D. NO VACATION TAKEN PRIOR TO ACCRUED

1. Unit employees may take only Vacation Leave as they have accumulated at the time the vacation begins.
2. Vacation Leave shall only be approved if the unit employee has accumulated Vacation Leave Time.

E. LIMITATIONS ON VACATION LEAVE

1. Vacation is charged on the basis of the actual hours the unit employee is on vacation leave to the nearest one-quarter (0.25) hour.
2. Unit employees do not accrue vacation leave while on leave in excess of thirty (30) calendar days.
3. A unit employee who is sick during their vacation leave may charge the period of illness and/or injury to sick leave if available. Verification may be required from a physician.

F. PAYMENT ON TERMINATION, LAYOFF, OR DEATH

1. Terminated or laid off unit employees will be paid a lump sum of all accrued Vacation Leave Time upon termination at their current hourly rate of pay. Upon death all accrued vacation leave will be paid to the employee's beneficiary, after approval by the City Attorney.
2. At termination of employment the City shall be reimbursed by the unit employee for any vacation leave taken in excess of their accumulated vacation time Leave Time.
3. Unit employees who are reemployed do not receive service credit for vacation accrual.

G. VACATION CASH-OUT IN LIEU OF GRANTING VACATION

The City Manager may grant Vacation Leave Cash-Out in lieu of allowing an unit employee request to take earned Vacation Leave in case of any circumstance or conditions where in the judgement of the City Manager justifies such action or the denial will cause the affected unit employee to exceed their vacation cap.

III. SICK LEAVE

A. PURPOSE OF SICK LEAVE

1. Sick Leave is not a right which a unit employee may use at his or her discretion. Sick leave is leave from duty necessitated by illness or injury to the unit employee or illness or injury of a member of the unit employee's immediate family requiring the unit employee's attendance, and medical appointment to the extent that such appointment cannot be scheduled outside the work day.
2. For the purposes of this section, immediate family means employee's spouse or domestic partner, child, step-child, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild, or other individual residing in the same household whose relationship to the unit employee is that of a dependent.
3. The maximum amount of accrued sick leave that can be used by a unit employee for use for their immediate family shall be forty-eight (48) hours per fiscal year.
4. All sick leave requires approval by Department Head or designee and such request will not be unreasonably denied.

B. SICK LEAVE ACCRUAL RATE

1. Each eligible unit employee shall accrue Sick Leave at the rate of eight (8) hours for each month, or major fraction thereof, of continuous City services.
2. The maximum annual Sick Leave accrual shall be ninety-six (96) hours for each year of continuous City service.
3. There is no maximum limit on the amount of total Sick Leave bank a unit employee may accumulate with the City.
4. A unit employee shall not accrue sick leave during absences from duty in excess of thirty (30) calendar days by reason of illness, disability or injury on duty, except where such credit is mandated by law.

C. FIFTY PERCENT (50%) CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE

1. In the last pay period of each fiscal year, one-half (50%) of an employee's unused, accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by the City at the unit employee's regular rate of pay in effect on June 30th.

ARTICLE FIVE

2. Employees shall be paid the cash out in November each year.
3. The remaining one-half (50%) of a unit employee's unused, accrued Sick Leave from the fiscal year (not to exceed forty-eight (48) hours) shall be added to the unit employees Sick Leave Bank.
4. With the exception of the annual cash out of one-half (50%) of a unit employee's unused, accrued sick leave from that fiscal year, there is no other cash out of accrued sick leave.
5. There shall be no limit upon the number of hours of accrued sick leave bank an employee can accumulate.
6. If a unit employee terminates employment or is laid off from the City before receiving his or her annual cash-out of one-half (50%) the employee's unused, accrued sick leave from that fiscal year, the employee shall receive such payment prorated to the time of termination.

D. USE OF SICK LEAVE

1. In order to receive compensation while absent on sick leave an employee (or someone on the unit employee's behalf) shall notify the department head or immediate supervisor within thirty (30) minutes after the beginning of the unit employee's daily duties.
2. The first day of sick leave shall not commence until such notice is given, except in cases of emergency or when provision of such notice is not reasonably possible.
3. In order to be compensated with sick leave for three (3) or more consecutive working days, the unit employee shall be required to submit upon return to work, a physician's verification of illness or injury.
4. A unit employee may use accrued sick leave for the actual number of hours of the regular work period that the unit employee is absent due to illness or injury.

E. ABUSE OF SICK LEAVE

1. A unit employee shall be subject to disciplinary action for abuse of sick leave, which is defined as a unit employee's use of sick leave when the unit employee is not sick, not required to care for a member of the employee's immediate family or not attending a doctor's appointment.
2. If a unit employee calls in sick in violation of the City's rules and regulations then a deduction shall be made from the unit employee's earned vacation credits, holiday bank, and/or compensatory time bank.

F. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS

1. A unit employee who is absent due to illness or injury and who does not have any form of accrued leave on the books shall be required to furnish a physician's statement giving the reason for the absence and a further statement indicating that the unit employee is fit to return with or without limitations.

G. EXCESSIVE USE OR ABUSE OF SICK LEAVE

1. A unit employee shall be subject to disciplinary action for excessive or abuse of sick leave or abuse of sick leave. Abuse of such leave is a claim of entitlement of sick leave when the unit employee does not meet the requirements of sick leave as set forth in this MOU, Civil Service Rules and Regulations, or Personnel or Department Rules.
2. Abuse of Sick Leave shall be considered any unit employee using ten (10) or more Sick Day Leave days in a calendar year and no physician statement was obtained to verify said Sick Leave Time.
3. Sick Leave taken for Personal Leave, California Family Sick Leave, or any sick leave permitted by law shall not be included as Abuse of Sick Leave.
4. If any Annual Sick Time accrual or Sick Leave Bank accrual is taken in violation of the City's Rules and Regulations, then a deduction of said Sick Leave time taken shall be made from the unit employee's earned vacation credits, holiday bank, and/or compensatory time bank.

IV. PERSONAL BUSINESS LEAVE

A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR

Up to two (2) working days per calendar year of Sick Leave Time Accrual with pay may be used by each unit employee for personal business days as part of the unit employee's accrual.

B. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE

1. In order to be compensated while absent on Personal Business Leave, the unit employee must notify his/her department head or designee at least twenty-four (24) hours in advance; provided that such notice shall not be required in an emergency situation.
2. However, the unit employee shall notify his/her department head or immediate supervisor within thirty (30) minutes after the beginning of his/her shift.
3. All Personal Business Leave requires the department head or designee's approval.

C. LIMITATIONS

1. Personal Business Leave shall be charged to the unit employee in even two (2) hour Sick Leave increments or more.
2. Personal Business Leave shall be deducted from the unit employee's annual sick leave accrual.
3. Any unused sick leave, including Personal Business Leave shall be compensated in accordance with the City's Annual accumulated unused sick leave buy-back program.
4. Personal Business Leave shall not be used for vacation or any other leave.

V. WORK RELATED DISABILITY

A. POLICY

1. If an industrial injury causes temporary disability to a unit employee, payment shall be made on the fourth (4th) day after the injured unit employee leaves work as a result of the injury; provided, that in case the injury causes disability of more than fourteen (14) calendar days or necessitates hospitalization, the disability payment shall be made from the first (1st) day the injured unit employee leaves work or is hospitalized as a result of the injury.
2. The City shall pay up to thirty (30) calendar days of the eligible unit employee full salary (regular rate of pay).
3. The City may continue to provide a light-duty assignment when available and when a treating physician's release for such an assignment is obtained.

B. USE OF SICK LEAVE

Beginning with the thirty-first (31) calendar day of such disability, the unit employee may use all accumulated leave time benefits (Sick Leave, Compensatory Time Off, Holiday, Vacation, etc.) with any Workers' Compensation Temporary Disability or Permanent Disability payments to augment their full salary.

VI. SICK LEAVE WITHOUT PAY

A. POLICY

Whenever an unit employee must take sick leave, but does not have any annual sick time accrual or sick time accrual bank credit accumulated for such sick leave because he or she has not yet earned any credit for such sick leave or has exhausted such credits through the use of sick accrual or long term disability accrual, such unit employee shall be allowed a sick leave, without pay, upon approval of the City Manager.

B. LIMITATIONS

1. Use of Sick Leave, in combination with annual sick leave accrual or sick leave bank accrual, shall not extend beyond one year. Unit employees shall retain all rights and privileges granted unit employees on a regular sick leave, except for compensation and except that they shall not accumulate holidays, vacations or annual sick day accrual or sick leave bank accrual while on unpaid leave.
2. Such unit employee shall return to the same step and range currently assigned to such former position.

VII. TEMPORARY MODIFIED WORK

A. ELIGIBILITY

Any unit employee who is temporarily incapable of performing his/her normal assigned duties because of an illness or injury may request assignment or be required by his/her department supervisor to participate in the temporary modified work program.

B. LIMITATIONS

Participation in the program is limited to unit employee who shall not:

1. Have an industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
2. Have a non-industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
3. Be in a Vocational Rehabilitation Plan approved by the City.

C. APPLICATION AND ACCEPTANCE

Application for the Temporary Modified Work shall be in writing by the unit employee when consideration is requested for the work program and by written direction when the department head requires the employee to participate. The department head shall make a determination of admission to the program based upon such factors as:

1. The attending physician's release to temporary modified work program;
2. Availability of City-wide work stations suitable to accommodate the employee's specific limitations; and
3. The employee's ability to perform satisfactorily in a selected temporary assignment.

D. OUTSIDE EMPLOYMENT

During convalescence and/or modified work assignment, it shall be expressly forbidden for the employee to engage in any outside employment that would interfere with their convalescence.

E. FINAL DECISION

The department head shall make the final decision based upon stated criteria, and the affected unit employee shall be notified in writing.

VIII. BEREAVEMENT LEAVE

A. POLICY

The City's bereavement policy is provided for in the case of death within the immediate family of a unit employee, such unit employee shall be entitled to be absent from duty with pay at the unit employee's regular rate of pay in order to attend the funeral or memorial services or related bereavement purposes for their immediate family. Said bereavement leave shall not exceed three (3) working days and will not be charged to a employee's sick day accrual or sick leave bank, vacation bank or any other employee time bank.

B. IMMEDIATE FAMILY

For the purpose of this section, immediate family means father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife, child, stepchild, grandfather, grandmother, or grandchild, legal domestic partner, or other individual whose relationship to the employee is that of a legal dependent.

C. VERIFICATION

1. The City may require verification of the death of the immediate family.
2. Verification may include any printed records or notice of death (i.e. newspaper obituary notice, mortuary leaflet, etc.)

IX. JURY DUTY

A. POLICY

1. A unit employee summoned to active jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay for up to eighty (80) hours in a calendar year.
2. However, the unit employee must remit to the City within fifteen (15) days after receipt, all fees received for said Jury Duty, except those specifically allowed for mileage and expense.
3. Jury service required on a unit employee's off duty day is not compensable by the City, and the unit employee may retain jury compensation for such days.
4. Jury time shall not be considered work time and does not count toward hours worked for the calculation of overtime.
5. Unit employees shall be responsible for providing proof of jury service upon his/her return to work.

X. MILITARY LEAVE

A. POLICY

The provisions of the Military and Veterans Code of the State of California, as amended along with applicable Federal and Municipal Law and City policies shall govern military leave of City employees.

B. COMPENSATION

Except as set forth in this section, all unit employees entitled to military leave shall receive full pay and benefits to a maximum of thirty (30) calendar days per fiscal year of active duty but the City shall have the opportunity, within the limits of military regulations, to determine when such leave shall be taken.

C. EXTENDED BENEFITS – WAR ON TERRORISM

1. The City Council has authorized for unit employees in the military service assigned to the war on terrorism, shall receive extended military leave benefits and receive additional pay on the thirty-first (31st) calendar day of active military duty through one-hundred and twenty (120) calendar days.
2. The eligible unit employee must remit proof of their military pay to the city received between the thirty-first (31st) calendar day of active military duty through the one-hundred and twenty (120) calendar days in order to receive the extended salary as set forth in this section.

XI. MILITARY FAMILY LEAVE

A. POLICY

The Federal Family Medical Leave Act, as amended, provides for Military Family Leave as set forth in this section.

B. NEW QUALIFYING REASON FOR LEAVE

Eligible unit employees are entitled to up to twelve (12) weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the unit employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

C. NEW UNPAID LEAVE ENTITLEMENT

An eligible unit employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of unpaid leave in a single twelve (12) month period to care for the service member.

XII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)

A. PURPOSE

1. This section does not purport to provide all the provisions of law, but summarizes the general intent at the time this MOU was adopted.
2. Specific details of the State and Federal laws relating to FMLA and CFRA are available in the Human Resources Division.
3. Unit employees and department heads must contact Human Resources Division to verify current provisions and requirements.
4. Failure to do so could result in a misunderstanding of rights and obligations, and could cause loss of leave benefits or loss of insurance coverage.

B. ELIGIBILITY FOR FMLA AND CFRA

1. Pursuant to State and Federal laws, employees shall be eligible for Family and Medical Leave of absence (FMLA) for:
 - The birth of a child of the employee;
 - Disability due to pregnancy – FMLA only;
 - The placement of a child with an employee in connection with the adoption or foster care of that employee;
 - The care of the employee’s child with a serious health condition;
 - The care of a spouse or parent with a serious health condition; or
 - The employee’s own serious health condition.
2. Such leave rights apply to all employees with twelve (12) months or more service with the City prior to the leave request who have worked a minimum of one-thousand two-hundred fifty (1,250) hours in the preceding twelve (12) months.

C. EMPLOYEE RIGHTS UNDER FMLA

1. The maximum amount of leave shall be twelve (12) weeks in a twelve (12) month period.
2. The twelve (12) month period is rolling, and is measured backward from the date leave is used and continuous with each additional leave day taken.
3. Leave may be taken as days off, or intermittent or modified work schedules.
4. The unit employee is guaranteed a return to his/her position at the end of approved leave.
5. During the twelve (12) work week FMLA period, the City shall maintain the employee's medical, dental, and life insurance.

D. APPROVAL PROCESS FOR FMLA

1. Unit employees must give thirty (30) days advance written notice, on a form provided by the City, of the need for such leave, unless the absence could not be anticipated. In such cases, the unit employee must give notice as soon as possible but in any event no later than five (5) working days from learning of the need for FMLA leave.
2. Verification by the attending physician or health care provider will be required for absences relating to the unit employee's or family member's serious health condition.
3. The Human Resources Department shall determine if the leave qualifies under the Family and Medical leave laws, and may determine the commencement date.

E. PRIVACY UNDER FMLA

For privacy reasons, the City may not require specific medical diagnosis of a family member's health condition, but such information may be provided for the unit employee's own illness or condition with the health care provider's certification of the need for the leave.

F. USE OF ACCRUALS WHILE ON FMLA

1. The unit employee shall be required to use sick leave for any FMLA illness or medical-related absence, and may use vacation or other accrued leaves if sick leave has been exhausted.
2. FMLA shall run concurrently with Pregnancy Disability Leave.

G. EXPIRATION OF FMLA

Upon expiration of FMLA, if the unit employee remains on leave, he/she shall be responsible for maintaining his/her insurance benefits, either by use of sufficient accrued paid leave or by payment of the required premiums.

XIII. PREGNANCY DISABILITY LEAVE (PDL)

1. Pregnancy Disability Leave of up to four (4) months, with or without pay, shall be provided to unit employees covered herein pursuant to the Fair Employment Housing Act (FEHA).
2. Such leave shall be granted for disability of the unit employee determined by a physician, for the duration of such disability, provided, however, that the cumulative unpaid leave for disability and non-disability reasons shall not exceed one (1) year.
3. Pregnancy Disability Leave without pay shall not be granted until all accrued sick leave bank time has been exhausted.
4. Unit employees may voluntarily use accrued vacation or other paid leave before commencing unpaid leave.

XIV. VOTING LEAVE

1. Unit employees shall be permitted to leave to vote as required by California Elections Code Section 14350-14352, as amended, if the unit employee cannot otherwise get to the polling place during non-working hours.
2. Up to two (2) hours of leave with pay may be provided at the beginning or end of the normal work shift, whichever permits the opportunity to vote with minimal interruption of work responsibilities.
3. Unit employees shall be required to give a minimum three (3) day notice of the need for leave, obtain advance approval, and submit proof of voting.
4. Any unit employee who does not utilize this voting leave privilege shall not thereby become eligible for any overtime compensation for any time taken to vote.

XV. SCHOOL ACTIVITY LEAVE

A. POLICY

1. Pursuant to California Labor Code Sections 230.7 and 230.8, as amended, unit employees who are parents of school-age children shall be allowed School Activity Leave from their jobs, with or without pay, as may be necessary to participate in school activities such as parent-teacher conference, disciplinary matters, school programs and related events with their children.
2. Such leave is limited to forty (40) hours per school year, at a maximum of eight (8) hours per month.
3. This limit shall not apply when a unit employee is required to appear in the school of his/her child pursuant to a request from the school administration pertaining to disciplinary action.

B. LIMITATIONS/RIGHTS

1. Unit employees must give reasonable advance notice to the employer to permit work coverage, and may be required to provide documentation from the school that the unit employee participated in the activity on the specific date and time.
2. Leave properly requested in advance shall not be denied.

3. Unit employees may take accrued leave with pay (vacation, compensatory time, or floating holiday) for School Activity Leave purposes.

XVI. LEAVE OF ABSENCE WITHOUT PAY

A. POLICY

1. Upon written request, the City Manager may, in its discretion and upon recommendation of the department head, grant a leave of absence to any unit employee who has been employed by the City regularly for one (1) year or more.
2. Any such unit employee, with the approval of the City Manager or department head, may return prior to the time fixed for the expiration of such leave.

B. LIMITATIONS

In no event shall the City Manager grant a leave of absence contrary to Civil Service Rules and Regulations.

XVII. ABSENCE WITHOUT PAY

A. POLICY

Failure of a unit employee to report for duty on a normal working day or shift without notice to his/her department head of the reason for such absence within thirty (30) minutes after the time designated as the beginning of the work day shall constitute absence without leave and without pay.

B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION

1. A unit employee absent without authorization for three (3) or more consecutive work days and who fails to contact his/her department head to provide justification for the absence and whose absence will cause disruption of any City services, shall be considered to have abandoned his/her position and resigned from City employment as of the third (3rd) day of absence.
2. The unit employee shall be notified by their department head that the City considers him/her to be absent without leave, and that, under this section, a termination of employment will be processed.
3. Such notification shall be made pursuant to the procedures for notification of intent to discipline as provided in the Civil Service Rules & Regulations.
4. The unit employee may be reinstated, subject to disciplinary action for other causes, if adequate justification for the absence is provided to the department head prior to the end of the notification period.

XVIII. EMPLOYEE DEATH – ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE

In the event a unit employee's services are terminated as a result of death the payment of eligible accumulated unused vacation leave, sick leave and compensatory time off, if any, shall be made to the employee's spouse or estate. If there is a questions of doubt as to the appropriate person(s) entitled thereto, the beneficiary of record for the California Public Employees' Retirement System shall be determining, with the approval of the City Attorney.

ARTICLE SIX:
WORKING CONDITIONS

I. AMERICANS WITH DISABILITIES ACT (ADA)

A. ACCOMODATIONS

1. The HPGEA recognize that the City may be required to make accommodations in order to carry out its obligations under the Americans With Disabilities Act (ADA).
2. Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement.
3. In such cases, the parties agree that such accommodation shall not constitute a “past practice” or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.

B. ADA COMPLIANCE

1. The HPGEA recognize that circumstances surrounding ADA compliance in individual cases may involve matters which are personal and require the utmost confidentiality.
2. Specifics of an individual case may not be divulged by the City or HPGEA

C. ACTIONS TAKEN NOT GRIEVABLE

Actions taken by the City under Section I, shall not be subject to the grievance procedure.

II. NOTICE OF LAYOFFS

Unit employees subject to layoff in accordance with the established layoff procedures of the Civil Service Rules & Regulations shall be provided fourteen (14) days advance notice prior to the layoff being effective.

III. WORK PERFORMANCE

Every unit employee shall do an honest day of work commensurate with their skill, ability and training. Unit employees who are not meeting these standards, as

determined by management will be subject to disciplinary action. All disciplinary action will be subject to grievance procedure as outlined in the City's Civil Service Rules and Regulations.

IV. RESIGNATION

A unit employee wishing to leave the City in good standing shall file with the appropriate department head, a written notice stating the effective date and reasons for leaving at least two (2) weeks in advance of his or her resignation. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Human Resources Office. Failure to give notice may be the cause for denying future employment by the City.

V. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK

A. NON-PAY STATUS

Should a unit employee become incarcerated and held in any jail custody and not be able to come to work to perform his/her job assigned work schedule and duties shall be placed on unpaid – unable to report to work status until they return to work as assigned.

B. USE OF ACCUMULATED LEAVE

Unit employees who are incarcerated and unable to report to their work may use their accumulated, if any, Vacation, Holiday or Compensatory Time for any of the unpaid work time due to their incarceration.

C. NO USE OF SICK LEAVE

No unit employee may use any of their accumulated sick time to cover any unpaid time due to their incarceration.

VI. CITY DRESS CODE

A. RIGHT TO SET DRESS CODE

The City reserves the right to establish and regulate a Work Place Dress Code for all unit employees.

B. MEET AND REVIEW NEW DRESS CODE

The City agrees to meet first with HPGEA to review Dress Code. After meeting with HPGEA nothing shall prevent City from implementing and enforcing said

City Dress Code providing however, the City shall be responsible for employee costs associated with mandated changes in required uniforms.

C. POLICE DEPARTMENT UNIT EMPLOYEES

Unit employees assigned to work in the Police Department shall abide by the Police Personnel appearance and grooming standards as set forth by Police management.

VII. CITY ADMINISTRATIVE POLICIES

A. POLICIES

The City has a number of city Administrative Policies covering a wide range of subjects which address important City and work related issues. These policies are in full force and effect and they may or may not be addressed specifically in this MOU.

B. SUBJECTS

Those Administrative Policies which currently are being utilized by the City include but are not limited to:

- Donation of Leave Time Program
- Nepotism Policy
- Travel & Expense Reimbursement Policy
- Smoking Regulations at City Facilities
- Prohibiting Discrimination or Harassment of City Employees
- Disability Discrimination Policy and Complaint Procedure
- Outside Employment Policy
- Information Technology Equipment Policy
- Mobile Communications Device Policy
- AQMD Trip Incentive Program (City Hall/PD only)
- Alcohol and Drug Testing Requirements for Commercial Class A or B Motor Vehicle Drivers (applicable to Public Works Department only)

C. ADDITIONAL ADMINISTRATIVE POLICIES

Additional City Administrative Policies may be implemented in the future as set forth in the Management Rights Clause in Article One, Section XII.

ARTICLE SEVEN:
GRIEVANCE PROCEDURE

A. PURPOSE

In accordance with the Civil Service Rules, the purpose of the grievance procedure is to provide adequate opportunity for City employees to bring forth their views and concerns relating to any alleged unfair or improper aspect of their employment situations and to seek corrective action

B. SCOPE AND LIMITATIONS

The grievance procedures as set forth in the following shall apply to all employee grievances except where other methods have been specifically prescribed in the Civil Service Rules or in this MOU.

C. PROCEDURE

1. 1ST STEP INFORMAL - VERBAL

In any instance of grievance, the employee or employees concerned shall first verbally make efforts to resolve such grievance with their immediate supervisor.

2. 2ND STEP – FORMAL WRITTEN

- a) In the event such verbal efforts with their immediate supervisor are not productive to a mutually satisfactory resolution, the aggrieved employee or employees may present their complaint in writing.
- b) Said complaint shall set forth all the issues involved, and it shall be free from any charges or language not germane to the real issue involved.
- c) The written grievance complaint shall be signed by the employee or employees and shall be submitted to the employee's immediate supervisor. The supervisor shall promptly forward the written grievance to the Department Head.
- d) The Department Head will make such investigation of the facts and issues as he/she deems necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and with the conduct of the department's business.

ARTICLE SEVEN

- e) Upon reaching such conclusion, but in no event later than five (5) working days following his/her receipt of the grievance statement, the Department Head shall reply to the grievance in writing, stating the department head's findings and decision on the issue(s) involved.
- f) A copy of such written reply shall be transmitted to the employee by the Department Head.

3. 3rd STEP – APPEAL TO PERSONNEL OFFICER (CITY MANAGER)

- a) If the employee wishes to appeal the grievance further he/she shall within two (2) working days of the receipt of the Department Head's written reply, so notify the Department Head of their request to appeal their grievance to the City's Personnel Officer.
- b) The Department Head shall then notify the Personnel Officer of such appeal and shall submit the original written grievance complaint together with the written decision of the Department Head to the Personnel Officer.
- c) The Personnel Officer shall then promptly arrange a grievance meeting with the aggrieved employee, the Department Head, and him or herself. At such meeting(s) discussion shall be limited to the issues raised in the grievance complaint and an earnest effort shall be made to arrive at a satisfactory resolution of the issue(s).
- d) A record of notes shall be made of the substance of the issues and conclusions of the meeting as the Personnel Officer deems necessary.
- e) The conclusions and finding of the grievance meeting shall be reduced to writing and will be provided to the grieved party and Department Head and shall be final except in cases as set forth in Section 4 below.

4. APPEAL TO THE CIVIL SERVICE COMMISSION

- a) Only in such cases, which involve the alleged violation of the Civil Service Rules, the Classifications in the Salary Resolution or City's Personnel Rules, including: (1) job classification, (2) conduct, scoring or recording of examinations, (3) employee performance evaluation for permanent employees, (4) dismissals, suspension or demotions, subject to the special rules thereon, (5) reduction in salary not provided for by resolution of the City Council, (6) re-employment rights, and (7) layoff action (subject to the special rules

ARTICLE SEVEN

thereon), the employee may within two (2) working days after receiving the notice of the Personnel Officer's decision, submit written notification to the Personnel Officer requesting the submission of the grievance issue to the Civil Service Commission, stating specifically the paragraphs and subparagraphs of the Civil Service Rules, The City's Personnel Rules which he/she alleges are being violated.

5. CIVIL SERVICE COMMISSION REVIEW

- a) The Personnel Officer shall then submit said written request, together with copies of all pertinent forms, documents, and materials, to the Civil Service Commission and the Commission shall review all such evidence and information as it relates to the specific grievance alleged by the employee.
- b) The Commission may then at its discretion make such investigations and hold such hearing as it requires and shall make its findings and decision on said grievance set forth in the Civil Service Rules.

ARTICLE EIGHT:

GENERAL PROVISIONS

I. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall be effective January 1, 2016 and together with all the terms, conditions and effect thereof, shall expire as of midnight on December 31, 2018.

II. EMERGENCY WAIVER

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by the City, the non-economic provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergencies. After the emergency is over, the Huntington Park General Employees' Association (HPGEA) shall have the right to meet with the City regarding the impact on unit employees of this suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Memorandum of Understanding be found to be illegal, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the City and the HPGEA agree to replace such illegal, unenforceable article, section, subsection, subdivision, sentence, clause, phrase, or provision, with another of equivalent value, if any.

IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY

1. Reference is made in this MOU to certain Civil Service Rules and Regulations, Personnel Rules and Regulations, and City's Policy statements. Nothing in this MOU shall preclude the City from amending the Civil Service Rules and Regulations, Personnel Rules and Regulations, and City policies as needed.
2. The parties agree that all conditions of employment, as they pertain to unit employees covered by this MOU, subject to meet and confer provided for by the City's Civil Service Rules and Regulations,

ARTICLE EIGHT

Personnel Rules and Regulations, Ordinances, Resolutions or any Policy Statements in effect prior to the date of this MOU, unless specifically provided for to the contrary in this MOU, shall remain in force and effect during the term of this MOU. Any conflicts with the City's Civil Service Rules and Regulations, Personnel Rules and Regulations, and City Policy Statements shall be considered to have been superseded by this MOU.

V. FULL AGREEMENT AND IMPLEMENTATION

A. FULL AGREEMENT – WAIVER OF MEET AND CONFER

1. This MOU contains all of the covenants, stipulations, and provisions, agreed upon by the parties.
2. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement shall remain in full force and effect.
3. For the purpose of the MOU neither party shall be compelled to meet with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except as provided for in this MOU or by mutual agreement of the parties.
4. Each party acknowledges that they had the full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU except as specifically provided for in this MOU or required by law.

VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. NO STRIKES/JOB ACTION

HPGEA hereby agrees that during the term of this MOU the unit employees of the City as set forth in this MOU and officers and/or agents of the recognized unit employee organization shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, picketing, job actions, strikes, walkouts, boycotts, slowdowns, mass resignations, or any other intentional interferences of the work of the City except as permitted by law.

B. ASSOCIATION RESPONSIBILITY

In the event that HPGEA, its officers, agents, representatives or employees engage in any of the conduct listed above, HPGEA shall immediately instruct, in writing, any persons engaging in such activity that their conduct is in violation of the MOU and unlawful, and that they must cease engaging in such conduct and return to work.

C. CITY RIGHTS

If such action is not taken by the HPGEA, the City may suspend any and all of the rights and privileges accorded the HPGEA under any ordinance, resolutions, or rules and regulations of the City or any MOU with the City, including but not limited to the suspension of recognition of such unit employee organization and the use of the City's bulletin boards and facilities.

VII. JOINT LABOR MANAGEMENT WORK GROUP

There shall be a Labor/Management Work Group comprised of five (5) bargaining unit employees and three (3) representatives designated to represent the Employer. The term of each member of the Labor Work Group is one year. The method of selection of membership shall be determined by each party. The Work Group shall meet quarterly during work hours.

The agenda, areas of concern, and operating structure for the Work Group shall be determined by the Work Group. However, the Work Group shall not discuss grievances, individual personnel decisions, modifications to the Agreement, or other items historically negotiated between the Employer and the Union.

The Work Group shall function in an advisory capacity to the organization. The Work Group's purpose shall be to foster improved communication between the Employer and its employees and discuss matters of mutual concern to the Employer and its employees.

The meetings shall be attended only by Work Group members, unless the Work Group members mutually agree otherwise. This provision shall not be construed as limiting the Employer's rights to seek or obtain input on matters in other ways.

VIII. ONE CITY AGREEMENT

If any other recognized bargaining unit employed by the City shall receive salary increases more favorable than included in this MOU, GEA bargaining unit members shall receive the higher amounts. This provision does not apply to existing stipends, allowances, longevity bonuses, other benefits or increases to those benefits, strictly to salary increases.

The value of a salary increase is defined by any combination of the following:

1. City payment of all or a portion of the employee portion of the PERS contribution or EPMC.
2. Additional salary steps added to the existing Salary Schedule.
3. Retention or increase of COLA In-Lieu Leave days/hours.
4. Cost of Living Adjustments (COLA increases).

ARTICLE NINE:

RATIFICATION

I. RATIFICATION

A. ACKNOWLEDGEMENT

The City and the HPGEA acknowledge that this Memorandum of Understanding shall not be in force and effect until ratified by simple majority vote of unit employees who are in classifications represented by HPGEA set forth in this agreement and adopted by the City Council of the City of Huntington Park.

B. MUTUAL RECOMMENDATION

This agreement constitutes a mutual recommendation of this new MOU by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted and implemented accepting its provisions and effecting the changes enumerated herein relating to wages, hours, benefits and other term and conditions of employment for unit employees represented by the HPGEA.

C. RATIFIED – PENDING CITY COUNCIL APPROVAL

Subject to the foregoing, this Memorandum of Understanding is hereby ratified and agreed to be recommended for approval to the City Council by the authorized representatives of the City of Huntington Park and the Huntington Park General Employees' Association, entered into this 25th day of January, 2016.

ARTICLE TEN:
IMPLEMENTATION

IMPLEMENTATION

PARTIES TO THE AGREEMENT	
Huntington Park General Employees' Association, AFSCME Local 1769, AFL-CIO	City of Huntington Park, California
Mario Rivas, President Huntington Park General Employees' Association	Edgar Cisneros, City Manager
Catalina Peraza, Vice-President Huntington Park General Employees' Association	
Edwin Aragon, Treasurer Huntington Park General Employees' Association	
Juan Arauz, Secretary Huntington Park General Employees' Association	
Raul Arias, Executive Board Huntington Park General Employees' Association	
Gary Guthman, Union Representative, AFSCME District Council 36	

ARTICLE ELEVEN:
EXECUTION OF NEW AGREEMENT

EXECUTION OF NEW AGREEMENT

This MOU has been approved by a vote of the City Council of the City of Huntington Park. Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness whereof, the parties hereto have cause this agreement to be executed this __ day of _____, 2016.

PARTIES TO THE AGREEMENT	
Huntington Park General Employees' Association, AFSCME Local 1769, AFL-CIO	City of Huntington Park, California
Mario Rivas, President Huntington Park General Employees' Association	Edgar Cisneros, City Manager
Catalina Peraza, Vice-President Huntington Park General Employees' Association	
Edwin Aragon, Treasurer Huntington Park General Employees' Association	
Juan Arauz, Secretary Huntington Park General Employees' Association	
Raul Arias, Executive Board Huntington Park General Employees' Association	
Gary Guthman, Union Representative, AFSCME District Council 36	

**CITY OF HUNTINGTON PARK
GENERAL EMPLOYEES' ASSOCIATION
UNIT CLASSIFICATIONS**

Accountant
Accounting Technician
Administrative Secretary
Animal Enforcement Officer
Assistant Planner
Associate Planner
Budget Analyst
Building Inspector
Business License Enforcement Officer
Code Enforcement Officer
Code Enforcement Supervisor
Development Project Coordinator
Equipment Mechanic
Equipment Mechanic Supervisor (Equipment Mechanic Leader)
Facility Repair Specialist (Facility Repair Mechanic)
Finance Assistant I (Account Clerk I/Cashier)
Finance Assistant II (Account Clerk II)
Finance Technician
Housing Community Development Assistant
Journeyman Electrician
Maintenance Electrician Supervisor (Maintenance Electrician Leader)
Maintenance Worker
Neighborhood Improvement Coordinator
Office Assistant (Clerk-Typist)
Office Assistant II
Parks/Public Works Maintenance Supervisor
Permit Technician
Police Records Clerk
Police Records Coordinator
Property Rehabilitation Specialist
Records/Imaging Clerk
Recycling Coordinator
Secretary
Senior Accountant
Senior Planner
Service Mechanic
Staff Analyst - Field Services
Staff Analyst - Police Department
Storekeeper
Switchboard Operator/Clerk

CITY OF HUNTINGTON PARK
GENERAL EMPLOYEES' ASSOCIATION
SALARY SCHEDULE "A"
as of 12/21/15

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
General Laborer	107	2926	3080	3242	3412	3592
Switchboard Operator/Clerk*	107	2926	3080	3242	3412	3592
Office Assistant (Clerk-Typist)*	107.5	2940	3095	3258	3430	3610
Office Assistant II*	112.5	3090	3253	3424	3604	3794
Records/Imaging Clerk*	108.5	2970	3126	3291	3464	3646
Finance Assistant I (Account Clerk I/Cashier)*	117	3232	3402	3581	3770	3968
Business License Technician*	117	3232	3402	3581	3770	3968
Police Records Clerk*	119	3297	3471	3653	3846	4048
Finance Assistant II (Account Clerk II)*	122	3396	3575	3763	3962	4170
Storekeeper*	123	3431	3611	3801	4001	4212
Animal Enforcement Officer*	126	3535	3721	3917	4123	4340
Maintenance Worker	129	3642	3833	4035	4247	4471
Police Records Coordinator*	129	3642	3833	4035	4247	4471
Parking Meter Service Technician	130	3678	3872	4076	4290	4516
Service Mechanic*	130	3678	3872	4076	4290	4516
Secretary*	132	3752	3950	4158	4377	4607
<i>Shorthand Skills</i>	142	4145	4363	4593	4835	5089
Permit Technician*	134	3827	4029	4241	4464	4699
Facility Repair Specialist (Facility Repair Mechanic)*	135	3866	4069	4283	4509	4746
Administrative Secretary*	137	3944	4151	4370	4600	4842
Accounting Technician*	143	4187	4407	4639	4883	5140
Equipment Mechanic*	143	4187	4407	4639	4883	5140
Finance Technician*	143	4187	4407	4639	4883	5140
Business License Enforcement Officer*	149	4444	4678	4924	5183	5456
Code Enforcement Officer*	149	4444	4678	4924	5183	5456

Accountant*	157	4812	5065	5332	5613	5908
Assistant Planner*	157	4812	5065	5332	5613	5908
Development Project Coordinator*	157	4812	5065	5332	5613	5908
Housing & Community Development Assistant*	157	4812	5065	5332	5613	5908
Neighborhood Improvement Coordinator*	157	4812	5065	5332	5613	5908
Property Rehabilitation Specialist*	157	4812	5065	5332	5613	5908
Recycling Coordinator*	157	4812	5065	5332	5613	5908
Staff Analyst - Police Department*	157	4812	5065	5332	5613	5908
Journeyman Electrician	158	4860	5116	5385	5669	5967
Code Enforcement Supervisor*	159	4909	5167	5439	5726	6027
Building Inspector*	165	5210	5485	5773	6077	6397
Senior Accountant*	165	5210	5485	5773	6077	6397
Parks & Trees Supervisor*	166	5263	5539	5831	6138	6461
Associate Planner*	168	5368	5651	5948	6261	6591
Public Works Maintenance Supervisor*	168	5368	5651	5948	6261	6591
Staff Analyst - Field Services*	168	5368	5651	5948	6261	6591
Budget Analyst*	173	5642	5939	6252	6581	6927
Equipment Mechanic Supervisor*	174	5699	5999	6315	6647	6997
Electrical Supervisor*	175	5756	6059	6378	6714	7067
Senior Planner*	178	5930	6243	6571	6917	7281

*eligible for Spanish Pay

CITY OF HUNTINGTON PARK
GENERAL EMPLOYEES' ASSOCIATION
SALARY SCHEDULE "A"

Effective first day of pay period which includes 1/1/17

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
General Laborer	111	3045	3205	3374	3551	3738
Switchboard Operator/Clerk*	111	3045	3205	3374	3551	3738
Office Assistant (Clerk-Typist)*	111.5	3060	3221	3391	3569	3757
Office Assistant II*	116.5	3216	3385	3563	3751	3948
Records/Imaging Clerk*	112.5	3090	3253	3424	3604	3794
Finance Assistant I (Account Clerk I/Cashier)*	121	3363	3540	3726	3923	4129
Business License Technician*	121	3363	3540	3726	3923	4129
Police Records Clerk*	123	3431	3611	3801	4001	4212
Finance Assistant II (Account Clerk II)*	126	3535	3721	3917	4123	4340
Storekeeper*	127	3570	3758	3956	4164	4383
Animal Enforcement Officer*	130	3678	3872	4076	4290	4516
Maintenance Worker	133	3790	3989	4199	4420	4653
Police Records Coordinator*	133	3790	3989	4199	4420	4653
Parking Meter Service Technician	134	3827	4029	4241	4464	4699
Service Mechanic*	134	3827	4029	4241	4464	4699
Secretary*	136	3905	4110	4327	4554	4794
<i>Shorthand Skills</i>	146	4313	4540	4779	5030	5295
Permit Technician*	138	3983	4193	4413	4646	4890
Facility Repair Specialist (Facility Repair Mechanic)*	139	4023	4235	4457	4692	4939
Administrative Secretary*	141	4103	4319	4547	4786	5038
Accounting Technician*	147	4356	4585	4827	5081	5348
Equipment Mechanic*	147	4356	4585	4827	5081	5348
Finance Technician*	147	4356	4585	4827	5081	5348
Business License Enforcement Officer*	153	4624	4867	5123	5393	5677
Code Enforcement Officer*	153	4624	4867	5123	5393	5677

Accountant*	161	5008	5271	5549	5841	6148
Assistant Planner*	161	5008	5271	5549	5841	6148
Development Project Coordinator*	161	5008	5271	5549	5841	6148
Housing & Community Development Assistant*	161	5008	5271	5549	5841	6148
Neighborhood Improvement Coordinator*	161	5008	5271	5549	5841	6148
Property Rehabilitation Specialist*	161	5008	5271	5549	5841	6148
Recycling Coordinator*	161	5008	5271	5549	5841	6148
Staff Analyst - Police Department*	161	5008	5271	5549	5841	6148
Journeyman Electrician	162	5057	5323	5604	5899	6209
Code Enforcement Supervisor*	163	5108	5377	5660	5957	6271
Building Inspector*	169	5422	5708	6008	6324	6657
Senior Accountant*	169	5422	5708	6008	6324	6657
Parks & Trees Supervisor*	170	5477	5765	6068	6388	6724
Associate Planner*	172	5587	5881	6190	6516	6859
Public Works Maintenance Supervisor*	172	5587	5881	6190	6516	6859
Staff Analyst - Field Services*	172	5587	5881	6190	6516	6859
Budget Analyst*	177	5872	6181	6506	6849	7209
Equipment Mechanic Supervisor*	178	5930	6243	6571	6917	7281
Electrical Supervisor*	179	5990	6305	6637	6986	7354
Senior Planner*	182	6171	6495	6837	7197	7576

*eligible for Spanish Pay

CITY OF HUNTINGTON PARK
GENERAL EMPLOYEES' ASSOCIATION
SALARY SCHEDULE "A"

Effective first day of pay period which includes 1/1/18

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
General Laborer	115	3168	3335	3511	3696	3890
Switchboard Operator/Clerk*	115	3168	3335	3511	3696	3890
Office Assistant (Clerk-Typist)*	115.5	3216	3385	3563	3751	3948
Office Assistant II*	120.5	3347	3523	3708	3904	4109
Records/Imaging Clerk*	116.5	3216	3385	3563	3751	3948
Finance Assistant I (Account Clerk I/Cashier)*	125	3500	3684	3878	4082	4297
Business License Technician*	125	3500	3684	3878	4082	4297
Police Records Clerk*	127	3570	3758	3956	4164	4383
Finance Assistant II (Account Clerk II)*	130	3678	3872	4076	4290	4516
Storekeeper*	131	3715	3910	4116	4333	4561
Animal Enforcement Officer*	134	3827	4029	4241	4464	4699
Maintenance Worker	137	3944	4151	4370	4600	4842
Police Records Coordinator*	137	3944	4151	4370	4600	4842
Parking Meter Service Technician	138	3983	4193	4413	4646	4890
Service Mechanic*	138	3983	4193	4413	4646	4890
Secretary*	140	4063	4277	4502	4739	4988
<i>Shorthand Skills</i>	150	4488	4724	4973	5235	5510
Permit Technician*	142	4145	4363	4593	4835	5089
Facility Repair Specialist (Facility Repair Mechanic)*	143	4187	4407	4639	4883	5140
Administrative Secretary*	145	4270	4495	4732	4981	5243
Accounting Technician*	151	4534	4772	5023	5288	5566
Equipment Mechanic*	151	4534	4772	5023	5288	5566
Finance Technician*	151	4534	4772	5023	5288	5566
Business License Enforcement Officer*	157	4812	5065	5332	5613	5908
Code Enforcement Officer*	157	4812	5065	5332	5613	5908

Accountant*	165	5210	5485	5773	6077	6397
Assistant Planner*	165	5210	5485	5773	6077	6397
Development Project Coordinator*	165	5210	5485	5773	6077	6397
Housing & Community Development Assistant*	165	5210	5485	5773	6077	6397
Neighborhood Improvement Coordinator*	165	5210	5485	5773	6077	6397
Property Rehabilitation Specialist*	165	5210	5485	5773	6077	6397
Recycling Coordinator*	165	5210	5485	5773	6077	6397
Staff Analyst - Police Department*	165	5210	5485	5773	6077	6397
Journeyman Electrician	166	5263	5539	5831	6138	6461
Code Enforcement Supervisor*	167	5315	5595	5890	6200	6526
Building Inspector*	173	5642	5939	6252	6581	6927
Senior Accountant*	173	5642	5939	6252	6581	6927
Parks & Trees Supervisor*	174	5699	5999	6315	6647	6997
Associate Planner*	176	5813	6119	6441	6780	7137
Public Works Maintenance Supervisor*	176	5813	6119	6441	6780	7137
Staff Analyst - Field Services*	176	5813	6119	6441	6780	7137
Budget Analyst*	181	6110	6431	6770	7126	7501
Equipment Mechanic Supervisor*	182	6171	6495	6837	7197	7576
Electrical Supervisor*	183	6233	6561	6906	7269	7652
Senior Planner*	186	6422	6760	7115	7490	7884

*eligible for Spanish Pay

SALARY GRID						
Grade	1	2	3	4	5	Grade
Grid						Grid
270	14813	15593	16413	17277	18186	270
269	14666	15438	16251	17106	18006	269
268	14521	15285	16090	16937	17828	268
267	14377	15134	15931	16769	17652	267
266	14235	14984	15773	16603	17477	266
265	14094	14836	15617	16439	17304	265
264	13955	14689	15462	16276	17132	264
263	13816	14544	15309	16115	16963	263
262	13680	14400	15157	15955	16795	262
261	13544	14257	15007	15797	16629	261
260	13410	14116	14859	15641	16464	260
259	13277	13976	14712	15486	16301	259
258	13146	13838	14566	15333	16140	258
257	13016	13701	14422	15181	15980	257
256	12887	13565	14279	15030	15822	256
255	12759	13431	14138	14882	15665	255
254	12633	13298	13998	14734	15510	254
253	12508	13166	13859	14588	15356	253
252	12384	13036	13722	14444	15204	252
251	12261	12907	13586	14301	15054	251
250	12140	12779	13451	14159	14905	250
249	12020	12652	13318	14019	14757	249
248	11901	12527	13186	13880	14611	248
247	11783	12403	13056	13743	14466	247
246	11666	12280	12927	13607	14323	246
245	11551	12159	12799	13472	14181	245
244	11436	12038	12672	13339	14041	244
243	11323	11919	12546	13207	13902	243
242	11211	11801	12422	13076	13764	242
241	11100	11684	12299	12946	13628	241
240	10990	11569	12177	12818	13493	240
239	10881	11454	12057	12691	13359	239
238	10774	11341	11937	12566	13227	238
237	10667	11228	11819	12441	13096	237
236	10561	11117	11702	12318	12966	236
235	10457	11007	11586	12196	12838	235
234	10353	10898	11472	12075	12711	234
233	10251	10790	11358	11956	12585	233
232	10149	10683	11246	11837	12461	232
231	10049	10578	11134	11720	12337	231
230	9949	10473	11024	11604	12215	230
229	9851	10369	10915	11489	12094	229
228	9753	10266	10807	11376	11974	228
227	9657	10165	10700	11263	11856	227

226	9561	10064	10594	11151	11738	226
225	9466	9965	10489	11041	11622	225
224	9373	9866	10385	10932	11507	224
223	9280	9768	10282	10823	11393	223
222	9188	9671	10181	10716	11280	222
221	9097	9576	10080	10610	11169	221
220	9007	9481	9980	10505	11058	220
219	8918	9387	9881	10401	10949	219
218	8829	9294	9783	10298	10840	218
217	8742	9202	9686	10196	10733	217
216	8655	9111	9590	10095	10627	216
215	8570	9021	9496	9995	10521	215
214	8485	8931	9402	9896	10417	214
213	8401	8843	9308	9798	10314	213
212	8318	8755	9216	9701	10212	212
211	8235	8669	9125	9605	10111	211
210	8154	8583	9035	9510	10011	210
209	8073	8498	8945	9416	9912	209
208	7993	8414	8857	9323	9813	208
207	7914	8331	8769	9231	9716	207
206	7836	8248	8682	9139	9620	206
205	7758	8166	8596	9049	9525	205
204	7681	8086	8511	8959	9431	204
203	7605	8005	8427	8870	9337	203
202	7530	7926	8343	8783	9245	202
201	7455	7848	8261	8696	9153	201
200	7382	7770	8179	8609	9063	200
199	7308	7693	8098	8524	8973	199
198	7236	7617	8018	8440	8884	198
197	7164	7542	7938	8356	8796	197
196	7094	7467	7860	8274	8709	196
195	7023	7393	7782	8192	8623	195
194	6954	7320	7705	8110	8537	194
193	6885	7247	7629	8030	8453	193
192	6817	7175	7553	7951	8369	192
191	6749	7104	7478	7872	8286	191
190	6682	7034	7404	7794	8204	190
189	6616	6964	7331	7717	8123	189
188	6551	6896	7258	7640	8043	188
187	6486	6827	7187	7565	7963	187
186	6422	6760	7115	7490	7884	186
185	6358	6693	7045	7416	7806	185
184	6295	6626	6975	7342	7729	184
183	6233	6561	6906	7270	7652	183
182	6171	6496	6838	7198	7576	182
181	6110	6432	6770	7126	7501	181
180	6049	6368	6703	7056	7427	180

179	5990	6305	6637	6986	7354	179
178	5930	6242	6571	6917	7281	178
177	5872	6181	6506	6848	7209	177
176	5813	6119	6441	6781	7137	176
175	5756	6059	6378	6713	7067	175
174	5699	5999	6315	6647	6997	174
173	5642	5939	6252	6581	6927	173
172	5587	5881	6190	6516	6859	172
171	5531	5822	6129	6451	6791	171
170	5477	5765	6068	6388	6724	170
169	5422	5708	6008	6324	6657	169
168	5369	5651	5949	6262	6591	168
167	5315	5595	5890	6200	6526	167
166	5263	5540	5831	6138	6461	166
165	5211	5485	5774	6078	6397	165
164	5159	5431	5716	6017	6334	164
163	5108	5377	5660	5958	6271	163
162	5057	5324	5604	5899	6209	162
161	5007	5271	5548	5840	6148	161
160	4958	5219	5493	5783	6087	160
159	4909	5167	5439	5725	6027	159
158	4860	5116	5385	5669	5967	158
157	4812	5065	5332	5613	5908	157
156	4764	5015	5279	5557	5849	156
155	4717	4965	5227	5502	5791	155
154	4670	4916	5175	5447	5734	154
153	4624	4868	5124	5394	5677	153
152	4578	4819	5073	5340	5621	152
151	4533	4772	5023	5287	5566	151
150	4488	4724	4973	5235	5510	150
149	4444	4678	4924	5183	5456	149
148	4400	4631	4875	5132	5402	148
147	4356	4586	4827	5081	5348	147
146	4313	4540	4779	5031	5295	146
145	4270	4495	4732	4981	5243	145
144	4228	4451	4685	4931	5191	144
143	4186	4407	4639	4883	5140	143
142	4145	4363	4593	4834	5089	142
141	4104	4320	4547	4786	5038	141
140	4063	4277	4502	4739	4988	140
139	4023	4235	4458	4692	4939	139
138	3983	4193	4413	4646	4890	138
137	3944	4151	4370	4600	4842	137
136	3905	4110	4326	4554	4794	136
135	3866	4069	4284	4509	4746	135
134	3828	4029	4241	4464	4699	134
133	3790	3989	4199	4420	4653	133

132	3752	3950	4158	4376	4607	132
131	3715	3911	4116	4333	4561	131
130	3678	3872	4076	4290	4516	130
129	3642	3834	4035	4248	4471	129
128	3606	3796	3995	4206	4427	128
127	3570	3758	3956	4164	4383	127
126	3535	3721	3917	4123	4340	126
125	3500	3684	3878	4082	4297	125
124	3465	3648	3840	4042	4254	124
123	3431	3611	3801	4002	4212	123
122	3397	3576	3764	3962	4170	122
121	3363	3540	3727	3923	4129	121
120	3330	3505	3690	3884	4088	120
119	3297	3470	3653	3845	4048	119
118	3264	3436	3617	3807	4008	118
117	3232	3402	3581	3770	3968	117
116	3200	3368	3546	3732	3929	116
115	3168	3335	3511	3695	3890	115
114	3137	3302	3476	3659	3851	114
113	3106	3269	3441	3623	3813	113
112	3075	3237	3407	3587	3775	112
111	3045	3205	3374	3551	3738	111
110	3015	3173	3340	3516	3701	110
109	2985	3142	3307	3481	3664	109
108	2955	3111	3274	3447	3628	108
107	2926	3080	3242	3413	3592	107
106	2897	3049	3210	3379	3557	106
105	2868	3019	3178	3345	3521	105
104	2840	2989	3147	3312	3487	104
103	2812	2960	3115	3279	3452	103
102	2784	2930	3085	3247	3418	102
101	2756	2901	3054	3215	3384	101
100	2729	2873	3024	3183	3351	100
99	2702	2844	2994	3151	3317	99
98	2675	2816	2964	3120	3285	98
97	2649	2788	2935	3089	3252	97
96	2623	2761	2906	3059	3220	96
95	2597	2733	2877	3029	3188	95
94	2571	2706	2849	2999	3156	94
93	2545	2679	2820	2969	3125	93
92	2520	2653	2792	2939	3094	92
91	2495	2627	2765	2910	3064	91
90	2471	2601	2737	2882	3033	90
89	2446	2575	2710	2853	3003	89
88	2422	2549	2684	2825	2973	88
87	2398	2524	2657	2797	2944	87
86	2374	2499	2631	2769	2915	86

85	2351	2474	2605	2742	2886	85
84	2327	2450	2579	2715	2857	84
83	2304	2426	2553	2688	2829	83
82	2282	2402	2528	2661	2801	82
81	2259	2378	2503	2635	2773	81
80	2237	2354	2478	2609	2746	80
79	2214	2331	2454	2583	2719	79
78	2192	2308	2429	2557	2692	78
77	2171	2285	2405	2532	2665	77
76	2149	2262	2381	2507	2639	76
75	2128	2240	2358	2482	2613	75
74	2107	2218	2335	2457	2587	74
73	2086	2196	2311	2433	2561	73
72	2065	2174	2289	2409	2536	72
71	2045	2153	2266	2385	2511	71
70	2025	2131	2243	2362	2486	70
69	2005	2110	2221	2338	2461	69
68	1985	2089	2199	2315	2437	68
67	1965	2069	2177	2292	2413	67
66	1946	2048	2156	2269	2389	66
65	1926	2028	2135	2247	2365	65
64	1907	2008	2113	2225	2342	64
63	1889	1988	2093	2203	2319	63
62	1870	1968	2072	2181	2296	62
61	1851	1949	2051	2159	2273	61
60	1833	1929	2031	2138	2250	60
59	1815	1910	2011	2117	2228	59
58	1797	1891	1991	2096	2206	58
57	1779	1873	1971	2075	2184	57
56	1761	1854	1952	2054	2163	56
55	1744	1836	1932	2034	2141	55
54	1727	1818	1913	2014	2120	54
53	1710	1800	1894	1994	2099	53
52	1693	1782	1876	1974	2078	52
51	1676	1764	1857	1955	2058	51
50	1659	1747	1839	1935	2037	50
49	1643	1729	1820	1916	2017	49
48	1627	1712	1802	1897	1997	48
47	1611	1695	1785	1878	1977	47
46	1595	1679	1767	1860	1958	46
45	1579	1662	1749	1841	1938	45
44	1563	1645	1732	1823	1919	44
43	1548	1629	1715	1805	1900	43
42	1532	1613	1698	1787	1881	42
41	1517	1597	1681	1770	1863	41
40	1502	1581	1664	1752	1844	40
39	1487	1566	1648	1735	1826	39

38	1473	1550	1632	1718	1808	38
37	1458	1535	1616	1701	1790	37
36	1444	1520	1600	1684	1772	36
35	1429	1505	1584	1667	1755	35
34	1415	1490	1568	1651	1737	34
33	1401	1475	1552	1634	1720	33
32	1387	1460	1537	1618	1703	32
31	1374	1446	1522	1602	1686	31
30	1360	1431	1507	1586	1670	30
29	1346	1417	1492	1570	1653	29
28	1333	1403	1477	1555	1637	28
27	1320	1389	1463	1539	1621	27
26	1307	1376	1448	1524	1604	26
25	1294	1362	1434	1509	1589	25
24	1281	1349	1420	1494	1573	24
23	1268	1335	1405	1479	1557	23
22	1256	1322	1392	1465	1542	22
21	1243	1309	1378	1450	1527	21
20	1231	1296	1364	1436	1511	20
19	1219	1283	1351	1422	1497	19
18	1207	1270	1337	1408	1482	18
17	1195	1258	1324	1394	1467	17
16	1183	1245	1311	1380	1453	16
15	1171	1233	1298	1366	1438	15
Grade	A	B	C	D	E	Grade

Code	Grade	A	B	C	D	E	Grade	Code
CM1	Grid					75		CM1
CM2						100		CM2
A99	99.5	2716	2858	3009	3167	3334	99.5	A99
03A	103.5	2826	2975	3131	3296	3469	103.5	03A
04A	104.5	2854	3004	3162	3329	3504	104.5	04A
05A	105.5	2883	3034	3194	3362	3539	105.5	05A
07A	107.5	2941	3095	3258	3430	3610	107.5	07A
08A	108.5	2970	3126	3291	3464	3646	108.5	08A
10A	110.5	3030	3189	3357	3534	3720	110.5	10A
11A	111.5	3060	3221	3390	3569	3757	111.5	11A
12A	112.5	3091	3253	3424	3605	3794	112.5	12A
15A	115.5	3184	3352	3528	3714	3909	115.5	15A
16A	116.5	3216	3385	3563	3751	3948	116.5	16A
20A	120.5	3347	3523	3708	3903	4109	120.5	20A
21A	121.5	3380	3558	3745	3942	4150	121.5	21A
25A	125.5	3517	3702	3897	4102	4318	125.5	25A
35A	135.5	3885	4090	4305	4532	4770	135.5	35A

41A	141.5	4124	4341	4570	4810	5064	141.5	41A
51A	151.5	4556	4796	5048	5314	5593	151.5	51A
52A	152.5	4601	4844	5098	5367	5649	152.5	52A
53A	153.5	4647	4892	5149	5420	5706	153.5	53A
67A	167.5	5342	5623	5919	6231	6559	167.5	67A
72A	172.5	5615	5910	6221	6549	6893	172.5	72A

17C	117.1	3235	3406	3585	3773	3972	117.1	17C
20C	120.1	3333	3509	3693	3888	4092	120.1	20C
25C	125.1	3503	3688	3882	4086	4301	125.1	25C
28C	128.1	3609	3799	3999	4210	4431	128.1	28C
37C	137.1	3948	4155	4374	4604	4847	137.1	37C
40C	140.1	4067	4281	4507	4744	4993	140.1	40C
41C	141.1	4108	4324	4552	4791	5043	141.1	41C
43C	143.1	4190	4411	4643	4888	5145	143.1	43C
44C	144.1	4232	4455	4690	4936	5196	144.1	44C
46C	146.1	4317	4545	4784	5036	5301	146.1	46C
49C	149.1	4448	4682	4929	5188	5461	149.1	49C
53C	153.1	4629	4873	5129	5399	5683	153.1	53C
56C	156.1	4769	5020	5284	5562	5855	156.1	56C
66C	166.1	5268	5545	5837	6144	6468	166.1	66C
69C	169.1	5428	5713	6014	6331	6664	169.1	69C
71C	171.1	5537	5828	6135	6458	6798	171.1	71C
74C	174.1	5705	6005	6321	6654	7004	174.1	74C
76C	176.1	5819	6126	6448	6787	7145	176.1	76C
79C	179.1	5996	6311	6643	6993	7361	179.1	79C
81C	181.1	6116	6438	6777	7134	7509	181.1	81C
83C	183.1	6239	6567	6913	7277	7660	183.1	83C
84C	184.1	6301	6633	6982	7350	7736	184.1	84C
86C	186.1	6428	6766	7123	7497	7892	186.1	86C
88C	188.1	6557	6902	7266	7648	8051	188.1	88C
91C	191.1	6756	7112	7486	7880	8295	191.1	91C
93C	193.1	6892	7254	7636	8038	8461	193.1	93C
96C	196.1	7101	7474	7868	8282	8718	196.1	96C
01D	201.1	7456	7848	8261	8696	9154	201.1	01D
07D	207.1	7922	8339	8778	9240	9726	207.1	07D
10D	210.1	8162	8592	9044	9520	10021	210.1	10D
12D	212.1	8326	8764	9225	9711	10222	212.1	12D
17D	217.1	8751	9211	9696	10206	10744	217.1	17D
20D	220.1	9016	9490	9990	10516	11069	220.1	20D
20E	220.3	9037	9512	10013	10540	11095	220.3	20E
24D	224.1	9382	9876	10396	10943	11519	224.1	24D
27D	227.1	9666	10175	10711	11274	11868	227.1	27D
40D	240.1	11001	11580	12190	12831	13506	240.1	40D
43.D	243.1	11334	11931	12559	13220	13916	243.1	43D
53D	253.1	12625	13289	13989	14725	15500	253.9	53D

54D	254.7	12721	13391	14096	14837	15618	254.7	54D
59D	259.4	13330	14032	14770	15548	16366	259.4	59D
Code	Grade	A	B	C	D	E	Grade	Code

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

RECREATION MANAGER

Civil Service Status: Open/Competitive	Bargaining Unit: General Employees' Association
Probationary Period: One Year	Approved by Civil Service Commission:
Classification Series: Parks and Recreation	Approved by City Council:
FLSA Status: Exempt	Resolution No.:

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Under direction of the Director of Parks and Recreation, this management position manages, directs, supervises, and coordinates various recreation programs and special events for the Community; plans, directs, and supervises the work of full and part-time staff; manages the Department Budget; provides staff support to the various City Commissions and Committees; facilitate use of all City athletic resources to community sports organizations, and the general public; serve as a member of the department management team and provide highly responsible and complex administrative support to the Director of Parks and Recreation; assist the director in overall management of the department; and performs other related work as required.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Supervise operations of all City parks and recreation facilities;
- Provide staff support and may serve as Staff Liaison to Parks and Recreation Commission and Youth Commission;
- Provide administrative assistance to the Director of Parks and Recreation, City Manager and City Council. Prepare a variety of complex analytical and statistical reports and presentations as directed;
- Coordinate department activities with community sports organizations, non-profit organizations, partnering organizations, and other City departments; facilitate use of all City athletic resources;
- Respond to and resolve sensitive and difficult public inquiries and complaints;
- Develop, negotiate, and supervise department's maintenance and professional services contracts; monitor contracts for compliance;
- Supervise, promote, implement, and evaluate various recreational programs for children and adults;
- Assists in developing, preparing, and administering the department budget, including preparing cost estimates and justifications for budget recommendations, researching and recommending Capital Improvement Projects, and monitoring and controlling expenditures;
- Assists with grants, including but not limited to seeking grants, preparing grant applications and completing the grant process.
- Participate in the negotiation, development, and implementation of related City Capital Improvement Projects as well as capital improvements to existing facilities;
- Participate in the development and implementation of department work programs;

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

RECREATION MANAGER

Civil Service Status: Open/Competitive	Bargaining Unit: General Employees' Association
Probationary Period: One Year	Approved by Civil Service Commission:
Classification Series: Parks and Recreation	Approved by City Council:
FLSA Status: Exempt	Resolution No.:

- Develop and implement department policies, procedures, and fee schedules; evaluate equity and adequacy of policy and fee schedules on an on-going basis; make revision recommendations as needed;
- Oversee Recreation Department customer relations;
- Work closely with outside organizations regarding joint-use and capital improvement of facilities;
- Maintain close contact with various community groups regarding program offerings and coordination of services;
- Promote and publicize recreation programs and activities; prepare and coordinate the development of program and event publicity, including flyers, brochures, news releases, etc.;
- Review manuals, reports, flyers, press releases, etc., produced by subordinate staff;
- Prepare and maintain records and evaluation reports on new and on-going program offerings;
- Supervise, evaluate, train and discipline full-time, part-time, and volunteer and contract staff; approve time sheets;
- Act on behalf of the Director of Parks & Recreation in his/her absence as delegated;
- Holds staff meetings to discuss and evaluate program techniques and content;
- Maintains a variety of records and files;
- Represents the City and/or department at meetings, seminars workshops and conferences;
- Serves on committees within the City and in professional job related organizations;
- Establish and maintain effective working relationships with employees, volunteers, public groups, agencies and others contacted in the course of work;
- Assumes responsibility for ensuring the duties of the position are performed in safe, efficient manner;
- Performs other related duties as assigned or as situation requires.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Modern principles and methods of developing and implementing a wide variety of recreation, social and leisure activities for children and adults;
- Federal, State, County, and City laws, codes, regulations, and guidelines affecting recreation programs and activities;
- Principles of human resource management, supervision, training, and performance evaluations;
- Equipment, software, programs and technical skills applicable to operating department;
- Organization and supervision in youth and adult recreation programs;
- Leadership techniques and methods of planning, organizing and coordinating recreational activities;
- Techniques and methods of organizing group activities;
- Rules and regulations of sports activities;
- Current policies, procedures and methods necessary to plan, organize, schedule and implement

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

RECREATION MANAGER

Civil Service Status: Open/Competitive	Bargaining Unit: General Employees' Association
Probationary Period: One Year	Approved by Civil Service Commission:
Classification Series: Parks and Recreation	Approved by City Council:
FLSA Status: Exempt	Resolution No.:

department and City activities, programs and personnel;

- Budget preparation and control;
- Promotional programs and marketing methods;
- Requirements of maintaining facilities in a safe, clean and orderly condition;
- Occupational hazards and safety regulations.

Skills:

- Equipment used in popular sports, crafts and games;
- Evaluating the measurable results of programs and services;
- Planning, supervising and evaluating the work of others as related to recreation programs;
- Possess skills to process general correspondence, spread sheet, and reports using a personal computer and software application;
- Operate equipment necessary to performed assigned duties.

Ability to:

- Analyze problems; identify feasible solutions; project consequences of proposed actions and implement recommendation in support of goals;
- Establish and maintain effective working relationships with employees, public officials and groups, volunteers, media and members of the public contact in the course of work;
- Plan, develop, direct and evaluate comprehensive recreation programs and services for the Community;
- Assess and monitor community needs; identify opportunities for improving service delivery methods and procedures for development and implementation of new program areas;
- Make independent judgments and decisions based on standard policy or procedures particularly in problem situations;
- Motivate volunteers and other staff involved with the various programs;
- Organize and prioritize work;
- Exert leadership to develop program contacts and resources;
- Analyze, interpret and explain department policies and procedures;
- Direct others in efforts aimed at achieving specified outcomes and objectives;
- Work outside normal working hours, making self available for late evenings, weekends, holidays and emergencies;
- Provide good customer service to the public using the Parks and Recreation Department services;
- Maintain professionalism in attitude, attire, relationships, work product and confidentiality;
- Identify occupational hazards and develop solutions that meet safety regulations;
- Provide own transportation to various work sites;
- Be resourceful, take initiative, be creative, be a problem-solver, and use ingenuity;
- Resolve interpersonal conflicts;
- Handle confidential information with discretion;
- Understand and interpret provisions the municipal code, MOU's Administrative Policies and Departmental Rules and other City Policies related to job duties;
- Review and evaluate employee's job performance;

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

RECREATION MANAGER

Civil Service Status: Open/Competitive	Bargaining Unit: General Employees' Association
Probationary Period: One Year	Approved by Civil Service Commission:
Classification Series: Parks and Recreation	Approved by City Council:
FLSA Status: Exempt	Resolution No.:

- Foster a teamwork environment;
- Effectively supervise subordinates;
- Lead, coach, instruct and motivate employees;
- Provide leadership and work instructions;
- Willingness to initiate, recommend and carry out personnel actions as required;
- Organize, prioritize, assign, schedule and delegate workload among employees;
- Speak before groups of people;
- Effectively manage workplace diversity issues in a diverse organization;
- Work necessary hours and times to accomplish goals, objectives and requires tasks;
- Communicate clearly, concisely, and effectively, both orally and in writing;
- Deal with all levels of employees and the public;
- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Assume responsibility for maintaining a safe working environment;
- Develop necessary skills from on-the job training and meet the standards of performance or higher for the classification by the end of the probationary period.

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

A Bachelor's Degree from an accredited college or university in Recreation, Leisure Studies, Child Development or Liberal Arts or closely related field. A Master Degree in Public Administration or related field is desirable.

Experience:

Six (6) years of recreation leadership including at least three (3) years (Full Time) in a supervisory capacity in recreation, child care, education, nonprofit organizations or related field with experience in overseeing a subordinate staff.

License or Certificate:

A valid California Class C Driver's License and a satisfactory driving record.

Desirable Qualifications:

Ability to Speak Spanish;
Current CPR and First Aid Certification.

Physical Requirements:

Must meet approved physical and pre-placement medical standards for the position.



CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report

February 2, 2016

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,

DISCUSSION AND/OR APPROVAL OF CODE OF ETHICS FOR CITY OF HUNTINGTON PARK COUNCIL MEMBERS, COMMISSIONERS AND STAFF

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Discuss and/or approve the attached Code of Ethics for City of Huntington Park Council Members, Commissioners and Staff and/or;
2. Authorize the City Manager to publish and apply said policy.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park does not have an approved code of ethics for staff, commissioners or council members. The city proposed a policy in January 2009 that would apply only to Council Members and according to staff still serving the city today it was shelved due to varying differences of opinion.

FISCAL IMPACT

None

CONCLUSION

Administration believes that the city's residents would be best served by applying a code of ethics policy not just with council members but also commissioners and staff. Upon City Council approval, staff will publish and apply said policy.

**DISCUSSION AND/OR APPROVAL OF CODE OF ETHICS FOR CITY OF
HUNTINGTON PARK COUNCIL MEMBERS, COMMISSIONERS AND STAFF**

February 2, 2016

Page 2 of 2

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

ATTACHMENT

A. Code of Ethics

City of Huntington Park

Code of Ethics

Handbook



DRAFT FOR ADOPTION: 2/2/2016

CODE OF ETHICS
For City of Huntington Park City Council, Boards, Commission Members & Staff

Adopted by the Huntington Park City Council
Date approved February 2, 2016

Preamble

All citizens and businesses of Huntington Park are entitled to fair, ethical and accountable local government, which has earned the public's full confidence for integrity. In keeping with the City of Huntington Park's commitment to excellence, the effective functioning of democratic government, therefore, requires that:

- Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Public officials be independent, impartial and fair in their judgment and actions;
- Public office be used for public good, not for personal gain;
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

This Code of Ethics, as adopted by the Huntington Park City Council pertains to members of the City Council and of the City's boards and commissions and to those vendors doing business with our city, to assure public confidence in the integrity of local government and its effective and fair operation.

1. Acts in the Public Interest

Members and staff will work for the common good of the people of Huntington Park and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Huntington Park City Council, boards and commissions.

2. Comply with the Law

Members and staff shall comply with the laws of the nation, the State of California and the City of Huntington Park in the performance of their public duties. These laws include but are not limited to: The United States and California constitutions, Fair Political Practices laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities and open processes of government and adopted City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members and staff must be above reproach and avoid even the appearance of impropriety. Members and staff shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the council, boards and commissions, the public and staff.

4. Respect for Process

Members and staff shall perform their duties in accordance with the processes and rules of order established by the City Council, boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public and implementation of policy decisions of the City Council by staff.

5. Conduct of Public Meetings

Members and staff shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of meetings. All meetings shall be conducted in accordance with the Ralph M. Brown Act and Roberts Rules of Order.

6. Decisions Based on Merit

Members and staff shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

7. Communication

Members and staff shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision making process.

8. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, members and staff shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest.

In accordance with the law, members and staff shall disclose investments, interests in real property, source of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist.

9. Gifts and Favors

Members and staff shall refrain from accepting any gifts, favors or promises of future benefits which may compromise their independence of judgment or action or give the appearance of being compromised.

10. Confidential Information

Members and staff shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or private interests.

11. Use of Public Resources

Members and staff shall not use public resources unavailable to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

12. Representation of Public Interests

In keeping with their role as stewards of the public interest, members shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

13. Advocacy

Members and staff shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Huntington Park, nor will they allow inference that they do.

14. Policy Role of Members

Members and staff shall respect and adhere to the council-manager structure of Huntington Park City government as outlined by the Huntington Park Municipal Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions and City staff. The City Manager is responsible for implementation of said policies.

Except as provided by the City Municipal Code, members and staff shall not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of staff to implement Council policy decisions.

15. Independence of Boards and Commissions

Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position or presence to unduly influence the deliberations or outcomes of board and commission proceedings.

16. Positive Work Place Environment

Members and staff shall support the maintenance of a positive and constructive work place for the City employees and for the citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees.

17. Implementation

The Huntington Park Code of Ethics is intended to be self-enforcing, and is an expression of standards of conduct expected by the City for members and staff. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. Members and staff entering office shall sign a statement affirming they have read and understood the City of Huntington Park Code of Ethics. The Code of Ethics shall be reviewed annually by the City Council, boards and commissions, and the City Council shall consider recommendations from boards and commissions and update as necessary.

18. Compliance and Enforcement

The chairs of boards and commissions and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention. The City Council may impose sanctions on members whose conduct does not comply with the City's ethical standards, such as reprimand, formal censure, loss of seniority or committee assignment, or budget restriction. Under the City's Municipal Code, the City Council may also remove members of boards and commissions from office. A violation of this Code of Ethics shall not be considered as a basis for challenging the validity of a Council, board or commission decision. The City Manager is charged with the responsibility of addressing actions of staff that conflict with the Code of Ethics.



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

February 2, 2016

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:

ACCEPTANCE OF PROJECT COMPLETION FOR THE INSTALLATION OF SPORTS FIELD LIGHTING SYSTEM AT SALT LAKE PARK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Accept project completion for the installation of sport field lighting system at Salt Lake Park, as performed by California Professional Engineering, Inc. with a final contract amount of \$65,501; and
2. Authorize the City Manager to file a Notice of Completion with the County of Los Angeles Registrar-Recorder and release retention payment within 35 days thereafter.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 17, 2015, Council authorized the award of a \$65,501 construction contract with California Professional Engineering, Inc. to install a Musco Sports Cluster Green lighting system on the Kevin De Leon soccer field at Salt Lake Park. The installation of the lighting system is now complete and were performed within the contractually specified timeline and to the City Engineer's satisfaction. Staff requests that Council approve the completion for the installation of sport field lighting system project at Salt Lake Park, as performed by California Professional Engineering, Inc. with a final contract amount of \$65,501

Project costs including equipment, totaled \$123,963.15 and were financed in the following manner:

CDBG Funding - \$ 100,000

- ✓ \$65,501 paid to California Professional Engineering Inc. for construction contract for installation of sports field lighting system;

ACCEPTANCE OF PROJECT COMPLETION FOR THE INSTALLATION OF SPORTS FIELD LIGHTING SYSTEM AT SALT LAKE PARK

February 2, 2016

Page 3 of 3

- ✓ \$33,462.15 partial payment to Musco Lighting to procure Musco's Sports Cluster Green lighting system

U.S. Soccer Foundation Lighting grant - \$25,000

- ✓ \$25,000 lighting grant used to pay remaining cost to procure Musco's Sports Cluster Green lighting system

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the recommended actions.

On May 20, 2015, Council reviewed and approved the City of Huntington Park CDBG Annual Action Plan for July 1, 2015 – June 30, 2016. This capital improvement project formed part of the plan and is listed as item #5 under the City's CDBG Annual Goals and Objectives. A total of \$100,000 in CDBG funding was approved to procure the lighting equipment and the contract award for the installation of the light fixtures.

Total Project Cost

Funding Source	Vendor	Account No.	\$ Amount
CDBG grant	California Professional Engineering Inc.	239-6010-451.73-10	\$65,501
CDBG grant	Musco Lighting	239-6010-451.73-10	\$33,462.15
<i>CDBG funding</i>			<i>\$98,963.15</i>
US Soccer Foundation Grant	Musco Lighting	US Soccer line of credit	\$25,000
<i>Total Project Cost</i>			<i>\$123,963.15</i>

LEGAL AND PROGRAM REQUIREMENTS

In accordance with California Public Contract Code, the City is now required to release retention monies to the contractor, which is 5% of the contract amount or \$3,275.05 (Attachment A). This payment will be issued within 35 days once the City Manager files the project Notice of Completion with the County Registrar-Recorder. Upon receipt of the filing, a one-year warranty begins on work performed by the contractor.

CONCLUSION

Council is requested to take formal actions contained herein to close out the project and release final payment to the contractor.

**ACCEPTANCE OF PROJECT COMPLETION FOR THE INSTALLATION OF SPORTS
FIELD LIGHTING SYSTEM AT SALT LAKE PARK**

February 2, 2016

Page 3 of 3

Respectfully submitted,



Edgar Cisneros
City Manager



Josette Espinosa
Director of Parks and Recreation

ATTACHMENTS

A: Retention Invoice: California Professional Engineering, Inc.



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

February 2, 2016

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 APPROPRIATION OF 2015/2016 SUPPLEMENTAL FRONTLINE LAW ENFORCEMENT FUNDING AND DIRECT THE FINANCE DEPARTMENT TO ESTABLISH SEPARATE EQUIPMENT AND STAFFING ACCOUNTS FOR POLICE DEPARTMENT EXPENDITURES

IT IS RECOMMENDED THE CITY COUNCIL:

1. Approve the Police Department's appropriation of \$254,088.48 of State of California Supplemental Frontline Law Enforcement Funding, which has already been received by the City; and
2. Direct the Finance Department to establish separate equipment and staffing account numbers for the expenditure of these funds by the Police Department.

BACKGROUND

For years the Huntington Park Police Department has received funds from the State of California, by way of the allocation methodology of the California Police Chief's Association. The HPPD's Gang Unit supervision, under the command and direction of the Chief of Police, has been and will continue to be the fiscal agent of these distributed funds. The funds have been and will continue to be used, under an agreement among participating agencies, to address compliance and/or enforcement of AB109 individuals—whether it is funding the overtime staffing needs to conduct compliance checks or to address crime trends involving such violators. Funds may also be used, and have been in the past, for equipment needs, in order to support the aforementioned AB109 operations.

FISCAL IMPACT/FINANCING

The procurement of these funds will positively impact the Department's budget, and will allow for necessary operational and equipment needs. With Council approval, these funds, in the total amount of \$254,088.48, will be divided into two separate accounts:

APPROVE THE APPROPRIATION OF 2015/2016 SUPPLEMENTAL FRONTLINE LAW ENFORCEMENT FUNDING AND DIRECT THE FINANCE DEPARTMENT TO ESTABLISH SEPARATE EQUIPMENT AND STAFFING ACCOUNTS FOR POLICE DEPARTMENT EXPENDITURES

February 2, 2016

Page 2 of 2

Equipment—\$145,000.00

Staffing—\$109,088.48

For details related to the planned expenditure of these funds, refer to the attached Supplemental Funding for Frontline Law Enforcement Expenditure Plan FY 15/16.

LEGAL AND PROGRAM REQUIREMENTS

There are no official or formal guidelines established for use of Supplemental Frontline Law Enforcement Funding monies; however, there is one reporting requirement established, which each participating agency must agree to take part in. As specified in Attachment B (The State of California Board of State and Community Corrections Letter), the Budget Act of 2015 that “The funds appropriated in this item shall be made available for city law enforcement agencies who agree to provide data on the number of use-of-force incidents that result in hospitalization or death.” This information must be electronically submitted to the Board of State and Community Corrections, on a quarterly basis. HPPD staff has complied with this requirement in the past and will continue to do so moving forward.

CONCLUSION

Upon approval by the City Council, the Department will begin the utilization of these monies to fund AB109 related expenses.

Respectfully submitted,



EDGAR CISNEROS
City Manager



COSME LOZANO
Chief of Police

ATTACHMENTS

- A: Supplemental Funding for Frontline Law Enforcement Expenditure Plan FY 15/16
- B: The State of California Board of State and Community Corrections Letter

**SUPPLEMENTAL FUNDING FOR FRONTLINE LAW ENFORCEMENT
EXPENDITURE PLAN
FY 15/16**

Funding: \$254,088.48

VEHICLES—GANG UNIT AND PATROL OPERATIONS: \$140,000.00

To be used for the purchase of three (3) new 2016 Ford Police Interceptor Utility vehicles, to replace three older Ford Crown Victoria vehicles (one from the Patrol Division and two from Investigations—Gang Unit), which will be removed from the fleet because they are well past the age guidelines for replacement. These vehicles will be used by line-level Patrol and Investigations personnel, in the performance of their routine daily duties, which includes enforcement, sweeps, and other AB109 operations.

Here is an approximate cost breakdown: The total fiscal impact for this requested expenditure is **\$140,000.00**. The total, approximate per vehicle cost of **\$47,000.00**, which includes a base cost of \$29,795.00; tax and miscellaneous fees of \$2,690.30 (total vehicle only cost of \$32,485.30¹); and supplementary equipment (i.e., storage, lights, siren, computer, etc.) cost of roughly \$15,000.00 per vehicle.

OVERTIME—GANG UNIT SPECIFIC AND PATROL OPERATIONS: \$90,000.00

To be used by the Gang Unit for AB109 compliance sweeps, as well as other operational and investigative needs, involving AB109 probationers, and to supplement manpower due to reduced Gang Unit staffing (down two line-level positions and a sergeant).

Additionally, overtime that includes Patrol Operations personnel, who will target AB109 offenders, through heavy saturation patrol-checks and enforcement actions, as required, in locations to be determined. The premise is that these Patrol officers will encounter and likely arrest PRCS folks, who are committing crimes against persons and thefts.

S.E.R.T.: \$20,000.00

To be used for S.E.R.T. operations related to an AB 109 offender(s); and training needs, such as Active-shooter training and other training to be determined.

EQUIPMENT: \$5,000.00

To be used for miscellaneous equipment and supplies throughout the year, as needed, such as ballistic shields that are necessary for high-risk entries into AB109 probationer homes.

¹ South Bay Ford Quotation



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

2590 VENTURE OAKS WAY, SUITE 200 • SACRAMENTO CA 95833 • 916 445 5073 • BSCC CA GOV



EDMUND G. BROWN, JR.
Governor

B.

August 7, 2015

Dear Fiscal Agent for Front Line Law Enforcement Funding:

The Budget Act of 2015, Chapter 11, Statutes of 2015, allocates \$20 million for front line law enforcement activities. The State Controller's Office is authorized to disburse these funds according to a schedule provided by the Department of Finance. The fiscal year 2015-16 awards were determined based on the allocation methodology used by the California Police Chiefs Association for the 2014-15 funding (Attachment I). Consistent with historical practice for this grant, your city remains the fiscal agent for local disbursement. Disbursement of these funds shall be the collective decision of the local enforcement agencies within your county.

Provision 2 of Item 5227-102-0001 of the Budget Act of 2015 requires:

"The funds appropriated in this item shall be made available for city law enforcement agencies who agree to provide data on the number of use-of-force incidents that result in hospitalization or death."

Hospitalization data should include only admissions to a hospital for injuries sustained as a direct result of a use of force. Attached is a document for each law enforcement agency to complete to notify the fiscal agent of its agreement to submit the data required to receive this funding (Attachment II). The fiscal agent for each county must provide this document to the Board of State and Community Corrections (BSCC) by **September 21, 2015**.

Law enforcement agencies must electronically submit this use-of-force data to the BSCC on a quarterly basis for the period of October 1, 2015, through June 30, 2016. The BSCC is developing a website (<https://app.bscc.ca.gov/EUOF>) that will allow each agency that accepts this funding to submit use-of-force data electronically. Instructions and log in information will be sent to fiscal agents, and agencies receiving funding, after BSCC's receipt of Attachment II. Law enforcement agencies must provide this data two weeks after the end of each quarter. If a law enforcement agency does not have any use-of-force incidents, it must report "no use-of-force incidents" or "0" on a quarterly basis. The BSCC will then make this information available to the Legislature. Data will be collected for the following quarters:

- October 1, 2015-December 31, 2015 (data submitted by January 15, 2016)
- January 1, 2016-March 31, 2016 (data submitted by April 15, 2016)
- April 1, 2016-June 30, 2016 (data submitted by July 15, 2016)

If you have any questions or need additional information regarding this funding, please contact Joshua Gauger, Principal Program Budget Analyst, Department of Finance, at (916) 445-8913.

Sincerely,

LINDA PENNER
Chair



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 2, 2016

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 AGREEMENT WITH CENTRAL BASIN MUNICIPAL WATER DISTRICT FOR PREPARATION OF THE URBAN WATER MANAGEMENT PLAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve agreement with Arcadis and Central Basin Municipal Water District for the preparation of the Urban Water Management Plan;
2. Authorize City Manager to execute agreement in an amount not-to-exceed \$31,878.00; and
3. Appropriate the amount of \$31,878.00 in Fund 681-8030-461-54-00

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Urban Water Management Plan Act requires all water suppliers in California with 3,000 or more service connections to prepare this report. The report requires several technical chapters; a twenty year forecast between supply and demand gaps, Demand Management Measures (water shortages and conservation), SBx7-7 compliance, Gallons per Capita per Day (GPCD) analysis, and other technical analytics and metrics. This Plan is required every five years in years ending with zero and five such as 2010, 2015 and 2020. This Plan is due on July 15th of the following year such as 2011, 2016 and 2021; thus, the Urban Water Management Plan for 2015 will be due July 15, 2016. It is important to note that this report is required to be filed in order to receive grant funding from the State.

The reporting requirements continue to become more technical and arduous. Due to the technical nature of the Plan, in the past, the City has utilized consultants to ensure the City's Plan complies with State requirements. As a service to member agencies, the Central Basin Municipal Water District (District) went through a competitive RFP process and selected Arcadis Design and Consultancy to prepare their own Plan (Attachment A). The District has brokered an agreement with Arcadis wherein member

APPROVE AGREEMENT WITH CENTRAL BASIN MUNICIPAL WATER DISTRICT FOR PREPARATION OF THE URBAN WATER MANAGEMENT PLAN

February 2, 2016

Page 2 of 4

agencies can work under the auspices of their umbrella for Plan preparation (Attachment B Central Basin Staff Report and Fee Schedule) at a pre-negotiated price. Among the many benefits of working under the District are the reduced cost to gather and analyze supply data, reduced City staff time, economies of scale, etc.

PROPOSAL FEE SUMMARY

Arcadis (Attachment A)	
Base Plan Agency with Imported, Ground Water and Recycled Water	\$25,520
Water Loss Reporting (DPW regulatory requirement)	\$3,460
Arcadis Total Cost including regulatory Contingency Item	\$28,980
Civiltec Proposal	\$48,000
SA Associates Proposal	\$40,000
RMP Proposal Base Plan	\$29,716
Water Loss Reporting (DWR regulatory requirement)	\$1,500
RMP Total Cost including regulatory Contingency Item	\$31,216
Cannon Proposal	\$58,000

FISCAL IMPACT/FINANCING

The Water Enterprise Fund will be utilized to pay for Plan preparation; funding is available in account 681-8030-461-54-00. Staff respectfully requests these funds be encumbered and appropriated to Central Basin Municipal Water District as the fiduciary agent with a ten percent contingency, should it be desired. The District is providing this service to member agencies and no administrative fees or additional charges will be levied for this service.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Urban Water Management Plan Act requires all water suppliers in California with 3,000 or more service connections to prepare this report. There are several key changes that are now required in this Plan that were not previously required. These changes include Department of Water Resources (DWR) Standardized tables, on-line submittal, SBx7-7 verification and the DWR Population Tool. As mentioned above, Demand Management Measures and water loss reporting are now required in the UWMP. Starting next year SB555 requires purveyors to report water loss data on an annual basis; thus the data gathered and reported in the 2015 UWMP will serve as a baseline for future comparison. Lastly, purveyors that fail to submit an UWMP are ineligible for grant funding opportunities.

APPROVE AGREEMENT WITH CENTRAL BASIN MUNICIPAL WATER DISTRICT FOR PREPARATION OF THE URBAN WATER MANAGEMENT PLAN

February 2, 2016

Page 3 of 4

CONTRACTING PROCESS

The City is under contract with Central Basin Municipal Water District for services that include reporting and purchase of potable and recycled water. As discussed earlier, the District issued an RFP and selected a vendor based on the competitive bidding process. Arcadis was ranked highest during the competitive bid process due to their expertise, involvement with the new reporting requirements and competitive pricing. In addition to the base cost of the report, staff recommends that the Contingency Item "Water Loss Reporting" be included as this is a Department of Water Resources regulatory requirement. All other Contingency Items are optional and are included (Attachment B) should Council desire a third party analysis of supplemental reporting components. Conducting a Public Hearing and solicitation of public input are DWR requirements city staff can coordinate for a minimum savings of \$3,150 and these two Contingency Item options are not recommended.

If approved, the City would enter an Agreement with Central Basin Municipal Water District for Plan preparation by Arcadis (the consultant awarded the project based on a competitive process). The City will remit payment directly to the Central Basin Municipal Water District.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

No direct impact on City services. Staff will need to provide prescribed data to the consultant, schedule the public hearing, distribute draft Plans, etc.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORTS

Not applicable.

CONCLUSION

The City, as a water purveyor, is required to prepare an UWMP every five years. Failure to file this Plan would result in the City being ineligible to apply for grant funding from the State Department of Water Resources. Due to the technical complexity of Plan preparation, staff proposes that it is both cost effective and expeditious to work with Central Basin Municipal Water District. It is requested that the City enter an Agreement with Central Basin Municipal Water District for the preparation of the Urban Water Management Plan (Attachment B2); the City Manager be directed to execute this Agreement not-to-exceed \$31,878; and \$31,878 be appropriated to 681-8030-461-54-00 .

**APPROVE AGREEMENT WITH CENTRAL BASIN MUNICIPAL WATER DISTRICT
FOR PREPARATION OF THE URBAN WATER MANAGEMENT PLAN**

February 2, 2016

Page 4 of 4

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



MICHAEL ACKERMAN
City Engineer

ATTACHMENTS

- A. Central Basin Staff Report and. Arcadis RFP Proposal**
- B. Central Basin Staff Report and Fee Schedule for Member Agencies**
- C. Proposed Agreement**



OCTOBER 5, 2015 – Water Resources
 Apodaca, Chacon
OCTOBER 26, 2015 - Board Meeting
 Prepared by: Tammy Hierlihy
 Submitted by: Tammy Hierlihy
 Approved by: Kevin P. Hunt, P.E.

ACTION CALENDAR

DISCUSSION AND SELECTION OF CONSULTING FIRM TO ASSIST IN THE DEVELOPMENT OF THE DISTRICT'S 2015 URBAN WATER MANAGEMENT PLAN

SUMMARY:

The California Urban Water Management Planning Act requires that Urban Water Districts serving over 3,000 connections develop and submit Urban Water Management Plans (UWMP) to the State Department of Water Resources every five years. The plan deadline for submission of the 2015 UWMPs is July 1, 2016. The plan is a significant undertaking involving water demand and supply forecasting, water reliability analysis and water conservation planning and analysis. The District's last UWMP was in 2010. The requirements have been modified since then and a new guidance document will be issued by the State soon.

A "Request for Proposals" (RFP) was released on August 21, 2015. As part of the solicitation process, staff posted the RFP on the District's website and contacted potential vendors via email. Six consulting firms responded and four firms were shortlisted for interviews. A four-person panel consisting of three Central Basin staff members and one technical expert from Metropolitan Water District reviewed the proposals and conducted the interviews held on September 23, 2015 and September 24, 2015. The panel was convened to review and rank the proposals and technical approach. Finally, the panel recommended Arcadis to assist Central Basin in the development and submittal of its 2015 UWMP. Upon evaluation of all proposals, Arcadis was ranked as the highest due to their experience in developing prior UWMP's, along with their involvement and understanding of new requirements set forth for the 2015 UWMP.

FISCAL IMPACTS

Funds have been included in the fiscal year 2015-2016 budget.

ENVIRONMENTAL COMPLIANCE:

None.

COMMITTEE STATUS:

This item was reviewed by the Water Resources Committee on October 5, 2015 and was recommended for approval at the October 26, 2015 Board meeting.

RECOMMENDED MOTION:

That the Board authorizes the General Manager to enter into a contract with Arcadis U.S., Inc. for an amount of \$46,310 with a 10% contingency.

EXHIBITS:

Exhibit "A" – RFP No. 150, Development of the 2015 urban Water Management Plan
 Exhibit "B" – ARCADIS RFP Proposal

Y:\centralbasinboard\cbmwdmemos\2015\15oct006



Central Basin
Municipal Water District

RFP NO. 150

REQUEST FOR PROPOSALS

FOR

Development of the 2015 Urban Water Management Plan

RFP ISSUE: August 21, 2015

RFP DUE: September 10, 2015

TERM: One Year

Issued by

**CENTRAL BASIN MUNICIPAL WATER DISTRICT
6252 TELEGRAPH ROAD
COMMERCE, CA 90040
TELEPHONE: (323) 201-5500
FAX: (323) 201-5554
www.centralbasin.org**

Table of Contents

SECTION 1 - BACKGROUND INFORMATION.....	3
SECTION 2 - STATEMENT OF PURPOSE.....	3
SECTION 3 - SCOPE OF WORK/PROJECT TASK	3
SECTION 4 - MINIMUM COMPANY QUALIFICATIONS	3
SECTION 5 - PROPOSAL REQUIREMENTS.....	3
SECTION 6 - TERMS AND CONDITIONS	4
SECTION 7 - REQUEST FOR CLARIFICATION	6
SECTION 8 - SUBMITTING PROPOSAL.....	6
SECTION 9 - SCHEDULE	6
SECTION 10 - SELECTION PROCESS AND EVALUATION CRITERIA.....	7
SECTION 11 - CONFIDENTIALITY	8
SECTION 12 - PROPOSAL ACCUARCY	8
SECTION 13 - DISCLAIMER	8
SECTION 14 - CONFLICT OF INTEREST.....	8
EXHIBIT "A" ACKNOWLEDGMENT FORM.....	9
EXHIBIT "B" CONFLICT OF INTEREST FORM.....	10
EXHIBIT "C" SAMPLE AGREEMENT.....	12
EXHIBIT "D" SCOPE OF WORK/PROJECT TASK	21

SECTION 1 - BACKGROUND INFORMATION

Central Basin Municipal Water District (Central Basin or District) is a public agency that purchases imported water from the Metropolitan Water District of Southern California (MWD). Central Basin wholesales the imported water to cities, mutual water companies, investor-owned utilities, and private companies in Southeast Los Angeles County. The District also supplies water for groundwater replenishment and recycled water for municipal, commercial, and industrial use. Additionally, Central Basin's award-winning education program, bilingual Speaker's Bureau, website, and groundbreaking conservation programs help to increase public awareness about key water issues. The Central Basin service area includes 24 cities and a population of more than 2 million. It is governed by five publicly elected directors. Additional information about the District may be found on www.centralbasin.org.

SECTION 2 - STATEMENT OF PURPOSE

The District is seeking proposals from qualified companies. The purpose of this Request for Proposals (RFP) is to demonstrate the background, qualification, competence, and capability of the company seeking to undertake these services with the District.

The District is currently seeking Request for Proposals (RFP) for Development of the 2015 Urban Water Management Plan.

SECTION 3 - SCOPE OF WORK/PROJECT TASK

The qualified company is required to perform and complete the work and provide the services as set forth in Exhibit "D" of this RFP.

SECTION 4 - MINIMUM COMPANY QUALIFICATIONS

- (1) The company must have been in business for a minimum of three (3) years.
- (2) The company must have at least three (3) years of experience providing water use analysis and planning services.
- (3) The District prefers for the company to maintain an office in Southern California that is open during regular business hours.

SECTION 5 - PROPOSAL REQUIREMENTS

All Proposals must include and will be evaluated based on the following criteria:

1. A detailed scope of services that reflects the company's understanding of the District's requirements.
2. Provide written responses to all the "Minimum Company Qualifications".
3. Personnel Qualifications: The Proposal shall identify the project manager and staff to be assigned to the District and include the project manager and staff's qualifications,

training, and certifications to perform the services outlined in Exhibit “D” attached hereto.

4. List of Clients: A list of major clients served during the last three (3) years with contact information (i.e. name of the clients, addresses, phone numbers, and contact person). The District reserves the right to contact any of them for references.
5. Additional Company Qualifications: The Proposal shall include the size of the company as to number of clients, the size of the company’s staff, the location of the administrative office, and the number and positions of staff who will work with the District regularly. Please identify if the company is minority, women-owned or disadvantage business enterprise (DBE).
6. Capability to Meet District’s Requirements: This section should include experience and history of successful completion of projects.
 - (a) Discuss the company’s capability to manage and schedule projects, the standard turnaround time, current relative workload, and staff’s availability.
 - (b) Demonstrate the company’s expertise and experience in the projects identified under Exhibit “D”.
 - (c) Demonstrate any experience the company has had working with clients similar in size or industry as Central Basin, or experience working within the general service area.
7. Fee Schedule: If applicable, include a schedule of rates per hour for partners, principals, directors, specialists, project managers, and staff. The rates should contain all direct and overhead expenses, and premiums <if necessary, attach a Rate Schedule in your proposal> for any rush work. Indicate if the company follows the complied prevailing wage law.
8. Business License - The proposal shall include a copy of your business license.

SECTION 6 - TERMS AND CONDITIONS

Acknowledgement of District’s Contract Provisions

Interested companies should review and acknowledge the following provisions in the proposed contract:

The company shall procure and maintain the insurance required, for the duration of the contract, insurance against claims for injuries to persons or damages to property arising from or

in connection with the performance of the work performed as set forth in Exhibit "C", Section 4 of the attached sample contract.

1. Insurance Requirements: The following are the District's standard insurance requirements.

(i) Commercial General Liability: coverage should include \$1,000,000 per occurrence, \$2,000,000 aggregate, as applicable. Prior to the start of work, the selected company shall provide to the District evidence of insurance from an insurer(s) certifying the coverage. The DISTRICT and its Board Members, officers, employees, agents and volunteers are added as insureds. Additional insured endorsements shall be provided on Commercial General Liability form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01).

(ii) Business Automobile Liability: Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(iii) Workers' Compensation and Employer's Liability Insurance: shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.

(iv) Professional Liability Insurance: For the full term of this Agreement, the Firm shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim.

(v) Commercial General Liability & Workers' Compensation Liability Insurance policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the DISTRICT, its Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the Company.

(vi) Additional Insured Requirements: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

2. Indemnification: Company shall, prior to completion and upon completion of the work, deliver possession thereof to the District ready for use and free and discharged from all claims for labor and material from subcontractors, suppliers or others. Company shall defend, indemnify and hold harmless the District to the fullest extent permitted by law, as set forth in Exhibit "C", Section 5 of the attached sample contract.

3. Term: The initial term of the contract is for a one-year period.

A sample contract is attached as Exhibit "C" for your review. This contract is representative of the contract that will be executed upon award to the successful company. If the company does not agree with these provisions, the company should include all comments and proposed contract language in the Proposal. Submission of Proposal in response to this RFP constitutes acceptance of all terms and conditions set forth above, unless otherwise stated.

SECTION 7 - REQUEST FOR CLARIFICATION

Company requesting clarification pertaining to this RFP shall submit all requests through written correspondence by email on or before 5:00 P.M. on September 10, 2015, to:

Tammy Hierlihy
tammyh@centralbasin.org
Tel no: (323) 201-5510

SECTION 8 - SUBMITTING PROPOSAL

To be considered, five (5) hard copies of the proposal and one (1) electronic copy (DVD/CD/USB) of the proposal must be received on or before 5:00 P.M. on September 10, 2015. The following information is required by the deadline for the company to be considered:

1. Title Page and Table of Contents.
2. Letter of Introduction signed by the officer of the company and a summary highlighting the key points of the proposal.
3. Detailed Proposal (addressing the scope of work and fee schedule)
4. Signed Acknowledgement Form - refer to Exhibit "A" attached hereto.
5. Signed Conflict of Interest Form - refer to Exhibit "B" attached hereto.

Submit your Proposal to:

Kevin P. Hunt, P.E.
General Manager
Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040

SECTION 9 - SCHEDULE

The following dates reflect the anticipated schedule for the Proposal and selection of the company:

<u>Events</u>	<u>Date</u>
RFP distribution to companies	08/21/15
Questions from companies about scope or approach due	08/28/15

Responses to companies about scope or approach due	09/03/15
Proposal due date	09/10/15
Target date for review of Proposals	09/11/15
Final Company selection discussion(s)--week of	09/28/15
Anticipated decision and selection of company(s)	10/26/15
Anticipated commencement date of work	11/02/15

SECTION 10 - SELECTION PROCESS AND EVALUATION CRITERIA

Proposals will be examined for compliance with all the requirements in the sections of this RFP. The District, in its discretion, may waive any omission which it deems to be non-essential or inconsequential.

District staff will evaluate each proposal submitted for completeness, company qualifications, company experience, capability to meet District requirements, and cost of services. Proposing companies should note that the pricing, while important, will not be the **only** deciding factor in the final selection but rather the ability of the company to provide and perform the required duties as outlined in Exhibit “D”.

Weighted Evaluation Criteria:

Completeness of the Proposal	15%
Company qualifications	15%
Evaluation of experience	15%
Strategic technical approach	15%
Capability to meet District requirements	20%
Fee/Rates	20%
TOTAL	100%

Oral presentations and written questions for further clarifications may be required of some or all companies. Final scoring will be based on a predefined method considering the proposal and interview.

District staff will present the recommendation for contract award to the Committee. The District’s Board of Directors will make a final decision based on the Committee’s recommendations. The District will provide all companies with a written notice of the recommendation the staff will present. The notice will provide a reasonable date and time for the next Board meeting at which the Board of Directors plan to authorize the contract.

Any Proposal that does not include written/documented responses to all items of the “Proposal Requirements” will not be considered. Postmarks, facsimiles and e-mails will not be accepted.

It is anticipated that the qualified company will be selected by September 28, 2015.

SECTION 11 - CONFIDENTIALITY

The District is subject to Public Records Act under the California Government Code Section 6250 et. seq. As such, all required submitted information is subject to disclosure to the general public.

Proposals submitted and terms and conditions specified in each company's bid response will remain the property of the District.

SECTION 12 - PROPOSAL ACCURACY

A proposal which is in any way incomplete, irregular, or conditional will not be accepted. By submitting a proposal, companies agree that any significant inaccuracy in information given by the company to the District will constitute good and sufficient cause for rejection of the proposal.

SECTION 13 - DISCLAIMER

Central Basin reserves the right:

1. To reject any or all Proposals;
2. Withdraw this solicitation at any time without prior notice, and furthermore makes no representations that any contract will be awarded to any respondent to this RFP;
3. Award its total requirements to one respondent or to apportion those requirements among two or more respondents as Central Basin may deem to be in its best interests;
4. Negotiate a final contract with any respondent(s) as necessary to serve the best interest of Central Basin;
5. Amend this RFP.

SECTION 14 - CONFLICT OF INTEREST

The District is subject to Political Reform Act, under California Government Code section 1090, et. seq. To protect the District Directors and staff, all potential contracting parties with the District shall be required to complete a Conflict of Interest Questionnaire prior to the award. Refer to Exhibit "B" attached hereto.

EXHIBIT "A" ACKNOWLEDGMENT FORM

RFP No. 150 for Development of 2015 Urban Water Management Plan

PART A

The proposing company warrants the following:

- 1) That it will not delegate or subcontract its responsibilities under contract without the expressed, prior written permission from Central Basin Municipal Water District.
- 2) That all information provided in connection with this proposal is true and correct.
- 3) That it will acknowledge and agree with all terms and conditions stated in this request for proposal.

Company Name (Respondent to RFP):

Address: _____ City: _____ State: _____ Zip: _____

Contact Name: _____ Title: _____

Telephone No: _____ Email: _____

Signature

PART B

The above listed company is responding to a Request for Proposals for a qualified and experienced company to provide professional consulting services to prepare a 2015 Urban Water Management Plan.

THIS COMPLETED FORM MUST BE RETURNED TO CENTRAL BASIN MUNICIPAL WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN PRIOR TO 5:00 P.M., September 10, 2015

**Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040
Attn: Kevin P. Hunt, P.E.
General Manager**

EXHIBIT "B" CONFLICT OF INTEREST FORM

Central Basin Municipal Water District's (Central Basin) Code of Conduct prohibits its Directors and staff from making decision in which he/she has certain financial or personal relationships with a contracting party. The questions that follow are intended to alert Central Basin to potential code of conduct conflicts. If conflicts of only a remote interest exist, a contract may nonetheless be awarded as disclosure allows Central Basin to choose processes for negotiation, award, and administration of contracts to avoid such conflicts. However, Central Basin reserves the right to review and make a final determination regarding whether any actual or potential conflicts would violate Central Basin's policies or California law and thus preclude a contracting party's participation in this award. All contracting parties and proposed sub-consultants must respond to each of the following questions. For responses answered "yes" Central Basin may require additional information to evaluate potential conflicts prior to award. Failure to fully disclose conflicts will result in rejection of the proposal or immediate termination of any contract awarded therefrom.

1. To the best of your knowledge, do any current Central Basin Board members or employees have any of the following financial relationships with your company or with proposed sub-consultants?

Owner	[Yes] [No]
Member	[Yes] [No]
Partner	[Yes] [No]
Officer	[Yes] [No]
Employee	[Yes] [No]
Contractor; Consultant	[Yes] [No]
Broker	[Yes] [No]
Major Stockholder:	[Yes] [No]

(Major stockholder means ownership of 3% or more of company stock.)

If "Yes" to any of the above, did this Board member or employee participate in formulating your submittal?

[Yes] [No]

2. Are you, or to the best of your knowledge, are any officers or key employees of your company or proposed sub-consultants an immediate family member of any current Central Basin Board member or employee?

[Yes] [No]

3. To the best of your knowledge, is a Central Basin employee or Board member seeking or being considered for employment by your company or by proposed sub-consultants?

[Yes] [No]

4. To the best of your knowledge, have you or any officers or key employees of your company or any proposed sub-consultants provided contributions directly or indirectly to a Board member while this potential new contract is pending before the District?

[Yes] [No]

5. To the best of your knowledge, have you or any officers or key employees of your company or any proposed sub-consultants ever served on District's Board?

[Yes] [No]

6. Have any of your current employees been employed by the District in the past 5 years?

[Yes] [No]

7. Have you made any contribution(s) in the last three (3) months to any member of the District's Board of Directors?

[Yes] [No]

If Yes, then please indicate to whom and how much contribution was made?

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Name (type or print)

Signature

Title

Date

Company Name

THIS COMPLETED FORM MUST BE RETURNED TO CENTRAL BASIN MUNICIPAL WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN PRIOR TO 5:00 P.M., September 10, 2015

**Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040
Attn: Kevin P. Hunt, P.E.
General Manager**

EXHIBIT "C" SAMPLE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT NO: _____

Between

CENTRAL BASIN MUNICIPAL WATER DISTRICT

And

For

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this ____ day of _____ (hereinafter, the "Effective Date"), by and between the Central Basin Municipal Water District, a municipal water district organized under the Municipal Water District Law of 1911 (Water Code Section 71000 et seq.) ("DISTRICT") and _____ (hereinafter, "CONSULTANT"). The capitalized term "Parties" shall be a collective reference to both DISTRICT and CONSULTANT. The capitalized term "Party" shall refer to either DISTRICT or CONSULTANT interchangeably as appropriate.

RECITALS

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

WHEREAS, the DISTRICT may make contracts, to do all acts necessary for the full exercise of its powers pursuant to Water Code Section 71592; and

WHEREAS, DISTRICT requires the performance of _____; and

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

WHEREAS, the execution of this Agreement was approved by the DISTRICT Board of Directors in accordance with the DISTRICT's procurement and purchasing procedures through a written Board Memo dated _____; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONSULTANT agree as follows:

SECTION 1 - SCOPE AND PROSECUTION OF WORK; COMPENSATION

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in "**Exhibit A**" (hereinafter the "Scope of Work") attached and incorporated hereto. CONSULTANT further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither CONSULTANT nor anyone acting on CONSULTANT's behalf shall commence with the performance of the Work or any other related tasks until DISTRICT issues a written notice to proceed (hereinafter, the "Notice to Proceed").

1.2 TERM: This Agreement shall have an initial term of _____ months commencing from the _____ and terminating _____ (hereinafter, the "Initial Term").

1.3 COMPENSATION AND COMPENSATION CONTROLS:

A. CONSULTANT shall perform and complete all of the services and tasks set forth in "**Exhibit A**" under the Scope of Work in accordance with the compensation schedule set forth in the Scope of Work under the heading "fee schedule" (hereinafter, the "Compensation Schedule"). As provided under the Compensation Schedule, CONSULTANT shall be paid a flat monthly fee of _____ Dollars (\$ _____) per month.

B. As provided under the Compensation Schedule, CONSULTANT may receive reimbursement for certain pass-through costs and expenses approved by DISTRICT prior to being incurred provided that CONSULTANT's total aggregate reimbursements shall be capped _____ Dollars (\$ _____) for the entire term of this Agreement. All reimbursable cost shall require the prior written approval of the General Manager or Project Manager before they are incurred. For purposes of this Agreement, those pass-through costs or expenses identified as being reimbursable under the Compensation Schedule may hereinafter be referred to as "Reimbursable Costs". CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses, including Reimbursable Costs, indicated in CONSULTANT's monthly invoice or statement. DISTRICT shall be under no obligation to reimburse CONSULTANT for unsubstantiated costs or expenses.

C. CONSULTANT further agrees that the total aggregate amount of compensation and reimbursements CONSULTANT received under this Agreement shall not exceed the sum of _____ DOLLARS (\$ _____) (hereinafter, the

“Contract Price”), unless any compensation or reimbursement in excess of the Contract Price is first approved by the DISTRICT acting in consultation with the General Manager and the Project Manager. The Contract Price includes reimbursable pass-through costs identified in Section 1.3B, below.

1.4 PAYMENT OF COMPENSATION:

- A. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONSULTANT shall submit an itemized invoice to DISTRICT on a monthly basis for the previous month’s services that includes:
- i. A detailed description of the services performed to the satisfaction of the Project Manager.
 - ii. Date or period of services.
 - iii. DISTRICT’s Agreement number.
 - iv. The name of the DISTRICT’s Project Manager
 - v. CONSULTANT’s remittance address and phone number.
 - vi. Support documentation sufficient to validate the charges for each invoice item.
 - vii. When applicable, reimbursable pass-through costs incurred by CONSULTANT during the recently concluded month.
 - viii. CONSULTANT shall submit invoices to the following address:
Central Basin Municipal Water District
Attn: Project Manager
6252 Telegraph Road
Commerce, CA 90040
 - ix. DISTRICT’s payment terms are NET 30 days after the receipt of invoice.
- B. Within thirty (30) calendar days of receipt of each invoice, DISTRICT shall notify CONSULTANT of any disputed charges, costs or expenses included in the invoice.
- C. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 **EXTRA WORK; COMPENSATION FOR EXTRA WORK:** At any time during the term of this Agreement, DISTRICT may request that CONSULTANT perform Extra Work. For the purposes of this Agreement, the term “Extra Work” means any additional work, services or tasks not set forth in the Scope of Work but later determined by DISTRICT to be necessary. CONSULTANT shall not undertake nor shall CONSULTANT be entitled to compensation for Extra Work without the prior written authorization of the DISTRICT. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.

1.6 **ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONSULTANT’s cessation or abandonment.

SECTION 2 - PERFORMANCE OF AGREEMENT

2.1 **DISTRICT PROJECT MANAGER:** The DISTRICT hereby designates a Project Manager, _____ (hereinafter, the “Project Manager”) to act as its representatives for the performance of this Agreement. The Project Manager shall act on behalf of the DISTRICT for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the Project Manager.

2.2 **CONSULTANT’S REPRESENTATIVE:** CONSULTANT hereby designates _____ to act as its representative for the performance of this Agreement (hereinafter, “CONSULTANT Representative”). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 **NOTICE:** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated:

- (i) by personal delivery;
- (ii) by overnight courier upon written verification of receipt;
- (iii) by certified or registered mail, return receipt requested, upon verification of receipt to the following:

To the DISTRICT:

Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040
Attn: _____
Phone: (323) 201-_____
Fax: (323) 201-_____
E-mail: _____

If to the CONSULTANT:

Attn: _____
Phone: _____
Fax: _____
E-mail: _____

- 2.4 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the Project Manager at all reasonable times.
- 2.5 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all work skillfully, competently and to the highest standards applicable to the CONSULTANT's profession;
 - B. CONSULTANT shall perform all work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*)
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
 - F. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.
- The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.
- 2.6 **ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.7 **CONTROL AND PAYMENT OF SUBORDINATES:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent performance under this Agreement or result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of DISTRICT and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.8 **REMOVAL OF EMPLOYEE OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Consultant and shall not be re-assigned to perform any of the work.
- 2.9 **COMPLIANCE WITH LAWS:** Consultant shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles or any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.
- 2.10. **SAFETY:** CONSULTANT shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.
- 2.11. **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.12. **INDEPENDENT CONTRACTOR:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

SECTION 3 - TERMINATION

- 3.1 **TERMINATION WITHOUT CAUSE:** DISTRICT may immediately terminate this Agreement at any time for convenience and without cause by giving written notice to CONSULTANT specifying the effective date of such termination. Upon termination for convenience, CONSULTANT shall be compensated only for the Work which has been adequately rendered to DISTRICT up to the effective date of the termination, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, DISTRICT may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such documents and other information within ten (10) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.
- 3.2 **EVENTS OF DEFAULT; BREACH OF AGREEMENT:**
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement, including Exhibit A (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 3.2.B and 3.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONSULTANT to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 3.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on

- the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.
- C. DISTRICT shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONSULTANT's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of DISTRICT's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.
- CONSULTANT shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.
- G. In the event DISTRICT is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 3.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

SECTION 4 - INSURANCE

- 4.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** As more specifically set forth below under this Article, CONSULTANT agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. CONSULTANT shall also procure and maintain such other types of insurance as may be required under this Article, below. DISTRICT shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT has provided evidence satisfactory to DISTRICT that it has procured all insurance required under this Article.
- 4.2 **REQUIRED COVERAGES:** CONSULTANT agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein. The CONSULTANT shall provide the following coverage:
- A. **Commercial General Liability Insurance:** Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.
 - B. **Automobile Liability Insurance:** Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

- C. Workers' Compensation Insurance and Employer's Liability Insurance: CONSULTANT shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
- D. Professional Liability Insurance: For the full term of this Agreement, the Firm shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim.
- 4.3 The insurance policies required above shall contain or be endorsed to contain the following specific provisions:
- A. ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insured. Additional insured endorsements shall be provided on Commercial General Liability form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01)
- B. PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- C. WAIVER OF SUBROGATION: The Commercial General Liability and workers' compensation policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the DISTRICT, its Board members, officers, employees, agents and volunteers for any claims arising out of the work of the CONSULTANT.
- D. The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the DISTRICT, its Board members, officers, employees, agents and volunteers for any claims arising out of the work of the CONSULTANT.
- E. The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the DISTRICT under such policies. The CONSULTANT shall be solely responsible for deductible and/or self-insured retention and the DISTRICT, at its option, may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the DISTRICT
- F. Prior to start of work under the contract, the CONSULTANT shall file with the DISTRICT evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01) required in above shall be attached to the Certificate of Insurance at the time that it is filed with the DISTRICT. Should the required coverage be furnished under more than one policy of insurance, the CONSULTANT may submit as many certificates of insurance as needed to provide the required amounts. The DISTRICT reserves the right to require certified complete copies of any insurance coverage required by this contract but the receipt of such policy or policies shall not confer responsibility upon the DISTRICT as to sufficiency of coverage.
- 4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the District Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 4.5 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the DISTRICT's financial well-being. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon DISTRICT's written request, CONSULTANT shall also provide DISTRICT with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. DISTRICT shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon DISTRICT.
- 4.6 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies DISTRICT may have under this Agreement or at law or in equity, if CONSULTANT fails to comply with any of the requirements set forth in this Article, DISTRICT may, but shall not be obligated to: (i) Order CONSULTANT to stop any and all work under this Agreement or withhold any payment, which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. DISTRICT's exercise of any of the foregoing remedies, shall be in addition to any other remedies DISTRICT may have and is not the exclusive remedy for CONSULTANT's failure to comply with the insurance requirements set forth under this Article

- 4.7 **SUBCONTRACTORS INSURANCE COVERAGE:** CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.
- 4.8 **NO LIMITATION ON LIABILITY:** CONSULTANT's procurement of insurance shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's indemnification duties set forth of this Agreement.

SECTION 5 - INDEMNIFICATION

- 5.1 The Parties agree that DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "District Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the District Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that DISTRICT would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect the DISTRICT as set forth herein.
- 5.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the District Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this Article shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, cost caused by the sole negligence or willful misconduct of any or all of the District Indemnitees.
- 5.3 DISTRICT shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due DISTRICT from CONSULTANT as a result of CONSULTANT's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to the District Indemnitees.
- 5.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 5.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

SECTION 6 - MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored on paper, digitally, magnetically and/or electronically. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidentially by CONSULTANT. Such materials shall not, without the prior written consent of DISTRICT, be used by CONSULTANT for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not

- use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.4 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.5 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.6 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement
- 6.7 **FORCE MAJEURE:** Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.
- 6.8 **GOVERNING LAW; VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.9 **ATTORNEY'S FEES:** If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.10 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
- 6.11 **NO THIRD PARTY BENEFIT:** There are any intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.12 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys
- 6.13 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.14 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.15 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.16 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.17 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which is not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.18 **COUNTERPARTS:** This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT and the other shall be retained by DISTRICT. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first written above.

APPROVED:

DISTRICT

Central Basin Municipal Water District

By: _____
General Manager

Date _____

APPROVED AS TO FORM:

By: _____
District General Legal Counsel

Date _____

APPROVED:

CONSULTANT

By: _____
Title: _____

Date _____

EXHIBIT “D” SCOPE OF WORK/PROJECT TASK

SCOPE OF WORK

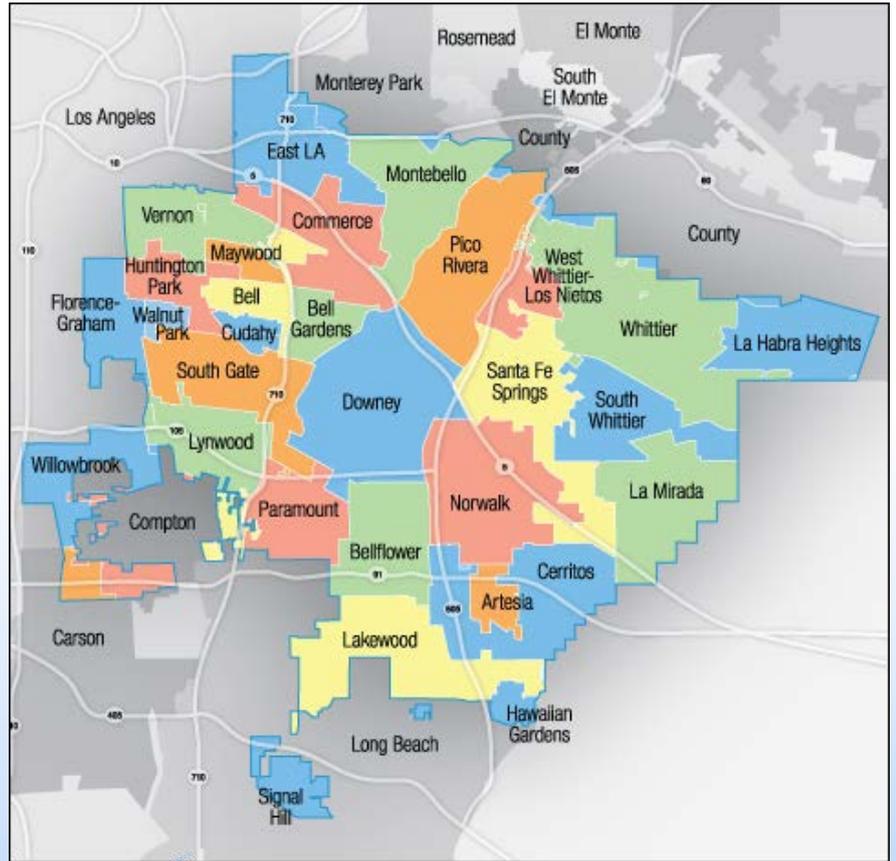
Central Basin Municipal Water District (District) is seeking professional consulting services to prepare a 2015 Urban Water Management Plan (UWMP) in accordance with the California Urban Water Management Planning Act. The 2015 UWMP update will include the tasks below:

- Review the District’s 2010 UWMP, update information and prepare document consistent with final 2015 UWMP guidelines and requirements
- Collect data and research information to update and develop water demand projections
- Meet requirements of the Urban Water Management Planning Act
- Assist District staff with presentations to the Board to solicit input with development of the 2015 plan along with consideration and adoption of the plan
- Assist the District with required notifications to local agencies and public hearing notifications
- Additional information that may be recommended by the consulting firm to provide a complete UWMP
- Submit the UWMP to DWR before July 1, 2016



Central Basin
Municipal Water District

Proposal
Development of the 2015 Urban Water Management Plan
RFP No. 150





ARCADIS U.S., Inc.
445 South Figueroa Street
Suite 3650
Los Angeles
California 90071
Tel 213.486.9884
Fax 213.486.9894
www.arcadis-us.com

September 10, 2015

Mr. Kevin P. Hunt, PE
General Manager
Central Basin Municipal Water District
6252 Telegraph Road
Commerce, California 90040

Subject:

Proposal for Development of the 2015 Urban Water Management Plan
RFP No. 150

Dear Mr. Hunt:

ARCADIS U.S., Inc. (ARCADIS) is pleased to submit our proposal to provide consultant services to develop Central Basin Municipal Water District's (Central Basin) 2015 Urban Water Management Plan (UWMP). The current challenges facing southern California water agencies require a new level of water demand and resource projection and analysis. Central Basin's commitment to fund an approvable 2015 plan reflects its desire to use the regulatory plan requirement to ensure the future water supply reliability for its member agencies.

Our team includes Katie Porter, Jim Cathcart, Manuel Alvarez, and Sarina Sriboonlue, whose combined efforts include developing 27 UWMP updates in 2010. In addition, we were recently selected to develop the 2015 UWMPs for West Basin Municipal Water District and the Municipal Water District of Orange County along with a large number of its retail agencies. Our extensive experience and expertise with UWMPs allows us to produce a high quality plan effectively and efficiently while requiring less time to complete. We commit this team to the project and the schedule as described in Central Basin's Request for Proposal (RFP).

Our approach ensures the UWMP update meets all state requirements of the 1983 Urban Water Management Planning Act (Act), while successfully coordinating the UWMP at the wholesale level. Meeting the requirements of the Act are, however, a minimum standard. A truly successful plan effectively captures the issues facing water agencies today and communicates the agency's responses to those challenges to regulators.

Our team has unmatched knowledge of and experience with the central issues to be captured in the 2015 UWMP updates including:

- **Advanced Understanding of 2015 UWMP Requirements** – our Project Manager, Manuel Alvarez, is a member of the California Department of Water Resources (DWR) Guidebook Advisory Committee. He is directly involved in developing the 2015 guidebooks that will assist both wholesale and retail agencies to prepare an UWMP. In addition, ARCADIS team members successfully developed and implemented 2010 UWMP updates for two wholesale agencies and 25 retail agencies in Southern California under two contracts.
- **Experience with Planning Water Supplies and Shortage** – team members have hands on experience with shortage planning at the wholesale level that will ensure the critical water shortage contingency planning requirements are fully covered in Central Basin's UWMP.
- **Extensive Knowledge of SBx7-7 Requirements** – while wholesale water suppliers are not required to establish and meet baseline and targets for daily per capita water use, the team has closely tracked the development of the Methodologies for Calculating Baseline and Compliance Urban Per Capita Use requirements and will work with Central Basin to provide an assessment of present and proposed future measures, programs and policies that will help its retail agencies achieve their SBx7-7 water use reduction targets.
- **Previous Experience with Central Basin** – ARCADIS' previous experience with Central Basin includes water rights assistance.

We are confident that our experience and resources will provide Central Basin with a strong partner bringing independent technical expertise. We appreciate the opportunity to present this proposal and look forward to working with you. Should you have any questions regarding this proposal or require additional information, please contact Manuel Alvarez at manuel.alvarez@arcadis-us.com or 213.797.5297.

Sincerely,

ARCADIS U.S., Inc.



James A. Cathcart, PE
Principal-In-Charge



Manuel Alvarez
Project Manager



TABLE OF CONTENTS

Detailed Scope of Services.....	1
Minimum Company Qualifications	7
Personnel Qualifications	8
List of Clients and Capability to Meet District’s Requirements	10
Additional Company Qualifications	13
Fee Schedule	14

Resumes

Attachments

Business License

Exhibit A – Acknowledgement Form

Exhibit B – Conflict of Interest Form



DETAILED SCOPE OF SERVICES

This section of our proposal presents a description of the approach, methods, and techniques we will utilize to perform the scope of work.

Initially, UWMPs were straightforward reporting documents with minimal requirements to coordinate efforts among water districts and other government agencies. Over time, these documents have taken on greater significance and, with the unprecedented challenges facing southern California water agencies today, a new level of coordination is essential.

In addition to the severe supply conditions that have developed since 2010, a number of other developments and requirements will need to be incorporated into the 2015 updates. These include:

- Requirements associated with the implementation of the Governor's 20% x 2020 Plan to reduce statewide per capita urban water use, emphasis on the 2015 interim GPCD target
- Integration of MWD shortage allocation plan and 2015 MWD UWMP
- Reporting of quantified distribution system loss per American Water Works Association (AWWA) water system balance methodology
- Energy intensity of supplies and climate change impacts
- Description of distribution system asset management programs
- Revised DMMs reporting requirements
- Electronic submittal of UWMP, including standardized DWR forms

These issues stretch across regional provider, wholesaler lines and as such, Central Basin's efforts to develop a 2015 UWMP update that goes beyond the minimum act requirements demonstrates to customers the type of leadership necessary to ensure the future water supply reliability for the region. ARCADIS is excited about the opportunity to support and assist Central Basin in these efforts.

Pending action from the Urban Stakeholder Committee, additional changes may include updates to the SBx7-7 methodologies used to develop interim and final goals necessary to achieve a 20% water demand reduction. All past and future changes are closely monitored by Manuel Alvarez (DWR Guidebook Advisory Committee Member), and he will ensure that all changes are communicated to Central Basin and passed down to its retail agencies.



Project Objectives

We are committed to providing Central Basin with a comprehensive, up-to-date UWMP that incorporates all of the required elements of various legislation guidance documents available. We will diligently address the requirements of the Act, including: a detailed evaluation of the supplies necessary to meet demands over a 20-year period in single year and multiple year droughts as well as average conditions; documentation of the stages of actions the agency would undertake to address up to 50 percent reduction in its water supplies; a description of the actions to be undertaken in the event of an interruption in water supplies; and an evaluation of water use efficiency measures in place to help its retail agencies achieve their SBx7-7 requirements. ARCADIS will work with staff from Central Basin to maximize cost-effectiveness and tailor the UWMP to Central Basin's specific needs and conditions.

Meeting the Act's requirements, however, is only our starting point. ARCADIS is committed to working with Central Basin to develop a successful plan that effectively captures the issues facing water agencies today and communicates Central Basin's responses to those challenges to regulators, governing boards, and customers.

Project Approach

To facilitate the efficient preparation of the UWMP, ARCADIS has aligned the project tasks into project management and three work phases. These four work delineations are:

1. Project Management and Meetings
2. Phase 1 – Review 2010 UWMP and Data Collection
3. Phase 2 – Prepare Draft 2015 UWMP
4. Phase 3 – Prepare Final 2015 UWMP

Project Management and Meetings

Project Management will consist of the following tasks:

- Project Kick-off Meeting
- Three Project Progress Meetings
- Review Draft 2015 UWMP Meeting
- Board Adoption Meeting

ARCADIS will conduct a kick-off meeting with Central Basin project staff to discuss the project approach, identify contact person(s) and communication protocol, and confirm data requirements and the data collection process. We will also prepare for and participate in three progress meetings. Once the draft 2015 UWMP is complete, we will meet with Central Basin staff to review the preliminary comments.



ARCADIS will assist Central Basin staff with presentations to the Board to solicit input with the development of the 2015 UWMP along with consideration and adoption of the plan.

Phase 1 – Review 2010 UWMP and Data Collection

Manuel Alvarez will lead the data collection effort and will coordinate with Central Basin. Ms. Sarina Sriboonlue will complete the evaluation of Central Basin's 2010 UWMP implementation and DMMs.

The collection and review of preliminary project data will commence immediately upon notice to proceed. Preliminary data sources include the following, which will be used to develop the project work plan:

- 2010 UWMP
- CUWCC Reports
- Water System Master Plan
- Water Reliability Plan
- DMM accomplishments for the past year
- Integrated Resources Plan
- Groundwater Management Plans
- Regional Water Use Efficiency Programs
- Current Capital Improvement Plan
- Other pertinent existing documents

Following the kick-off meeting and preliminary data review, we will prepare a detailed work plan for each category of the UWMP. The work plan will include the plan structure, plan preparation timeline and data requirements. Mr. Alvarez will lead the work plan development.

Phase 2 – Prepare Draft 2015 Urban Water Management Plan

During Phase 2, ARCADIS will prepare the draft UWMP and concurrently complete the tasks related to the draft plan for optimal efficiency. Using the information provided by Central Basin, we will evaluate and quantify the reliability the water supply source under normal water year, single-dry year, and multiple-dry year conditions for the next 20 years. Phase 2 will consist of the following tasks:

- System Description
- System Supplies
- System Demands by Customer Class and Distribution System Water Losses
- Water Supply Reliability and Water Shortage Contingency Planning
- Demand Management measures
- Draft Plan



System Description. ARCADIS will prepare a discussion of the various demographic factors that may affect water use for Central Basin’s wholesale division, including current and projected population through 2035 for Central Basin’s service areas along with service area descriptions that include cities, mutual water companies, investor-owned utilities, and private companies that make up Central Basin’s retail agencies. Each retail agency is responsible for completing and submitting their own UWMP. This information will be obtained from MWD, available census data, and other sources as specified by Central Basin.

System Supplies. ARCADIS will identify existing and planned water supply sources, rights, and quantities of water available from each source in normal years in five-year increments through 2035, as well as assist in the coordination of planning efforts between wholesalers and retail agencies. These sources include imported water (surface water) and local water supplies (groundwater, recycled water, desalination opportunities). We will summarize information provided on the Central and Main San Gabriel Groundwater Basins including used, historical production, project supplies, water use efficiency, and drought planning along with description of overdraft conditions. Recycled water is a cornerstone of Central Basin’s efforts to augment local supplies and reduce dependence on imported water. Recycled water usage is expected to triple in order to offset the total water use within Central Basin’s service area.

System Demands by Customer Class. Information provided by Central Basin on past, current, and projected potable and non-potable water used by sector in the service area will be presented. The UWMP will also include summaries of compliance issues and recommendations provided by Central Basin as well as a water use reduction plan.

Water Supply Reliability and Water Shortage Contingency Planning. For each water supply source previously discussed, ARCADIS will assess reliability under normal year, single-dry year, and multiple-dry year conditions. We will take the following steps to document Central Basin’s Water Shortage Contingency Plan in its UWMP:

- **Identify Stages of Action** – ARCADIS will identify stages of action that Central Basin will take in response to a water supply shortage and water supply conditions that trigger each stage of action.
- **Describe Minimum Supply for Next Three Years** – ARCADIS will describe the minimum water supply available during the next three years (from 2016 to 2018) based on the driest three-year historic sequence based on information provided by Central Basin.
- **Refine Catastrophic Supply Interruption Plan** – ARCADIS will incorporate the catastrophic supply interruption plan provided by Central Basin.
- **Describe Prohibitions, Penalties and Consumption Reduction Methods** – ARCADIS will provide a list of mandatory prohibitions against specific water use practices during water shortages in Central Basin’s service area and a list of the consumption reduction methods Central Basin will use to reduce water use in the most restrictive stages with up to a 50% reduction. This section will also describe



excessive use penalties or charges for excessive use and the stage when penalty takes effect in Central Basin's service area.

- **Include Draft Ordinance** – The UWMP will contain a copy of the draft water shortage contingency resolution or ordinance as an attachment.
- **Describe Reduction Monitoring Procedure** – ARCADIS will describe the mechanisms that Central Basin will use to determine reductions.

Demand Management Measures. AB 1420, which became law on January 1, 2009, requires DWR and other state funding agencies to condition grants and loans for urban water supplier water management programs on the implementation of DMMs. Our project team has a solid understanding of the DMMs identified in the Act including significant modifications in 2014 by the Assembly Bill 2067, as recommended by the Independent Technical Panel (ITP). The ITP recommended the Act be amended to simplify, clarify, and update the wholesale demand management measure reporting from six specific measures to three more general requirements. We will include information currently available on activities towards the DMMs that have been previously submitted to the California Urban Water Conservation Council (CUWCC) Best Management Practices (BMPs) Reports. A summary of water demand goals, programs implemented to date, and overall progress and effectiveness of Central Basin's current programs will be included along with a description of any future programs anticipated by Central Basin.

Draft Plan. ARCADIS will complete a Draft 2015 UWMP report, incorporating the results of the above tasks, and will complete the associated DWR UWMP preparation checklist along with any new requirements in the 2015 UWMP Guidebook.

An electronic copy of the First Draft 2015 UWMP will be submitted in February 2016 for review by Central Basin and regional agencies for comments. Once Central Basin has reviewed the first draft UWMP and has provided comments, ARCADIS will meet with Central Basin to review its comments and make necessary revisions to the Draft 2015 UWMP report. The revised Draft will become the Final Draft 2015 UWMP and will be submitted in March 2016 and made available to the public for review by Central Basin.

ARCADIS will assist with required notifications to local agencies and public hearing notifications, and ensure public availability of the 2015 UWMP.

Phase 3 – Prepare Final 2015 Urban Water Management Plan

The final phase of the UWMP preparation corresponds to the preparation of the final 2015 UWMP report. Comments from the public hearing and Board adoption meeting will be incorporated into the Final Plan. An electronic copy of the Final 2015 UWMP will be submitted to Central Basin in June 2016.

ARCADIS will assist Central Basin in submitting the 2015 update to DWR, and water agencies within Central Basin's service area as well as complete and submit all necessary tables, forms, and displays per DWR online portal requirements.



Project Schedule

The following is ARCADIS’ proposed work schedule showing milestones and time frames for key tasks identified in the Detailed Scope of Services section for the 2015 Urban Water Management Plan project. The schedule indicated is from November 2015 through July 2016.

Task	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
PM and Phase 1 - Data Review	[Blue bar spanning Nov to Jul]								
Kick-off Meeting	◆								
Progress Meeting		◆	◆						
Draft Review Meeting				◆					
Data Review	[Blue bar spanning Nov to Dec]								
Phase 2 - Preparation of Draft UWMP			[Blue bar spanning Jan to Mar]						
Prepare First Draft 2015 UWMP				◆					
Prepare Final Draft 2015 UWMP					◆				
Phase 3 – Preparation of Final UWMP						[Blue bar spanning Apr to Jul]			
Send Out Public Notice						◆			
Public Hearing/Board Adoption								◆	
Prepare Final 2015 UWMP								◆	
Submittal to DWR									◆



MINIMUM COMPANY QUALIFICATIONS

ARCADIS certifies we meet the minimum requirements stated in RFP No. 150, as demonstrated below and further demonstrated throughout our proposal.

1. The company must have been in business for a minimum of three (3) years

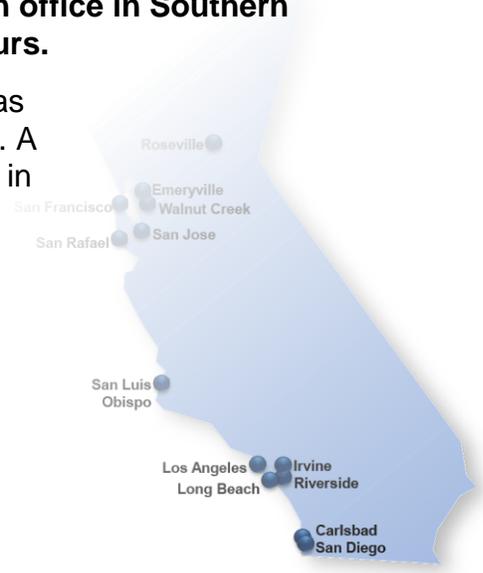
As discussed in the [Additional Company Qualifications](#) section, ARCADIS has been providing water and environmental engineering services throughout the U.S. for more than 127 years. In California, we have been delivering engineering services for more than 28 years.

2. The company must have at least three (3) years of experience providing water use analysis and planning services

As discussed in the [List of Clients and Capability to Meet District’s Requirements](#) section, ARCADIS has been providing water planning, and specifically UWMPs since 2005 and is on the forefront of current UWMP guidelines development.

3. The District prefers for the company to maintain an office in Southern California that is open during regular business hours.

ARCADIS has six offices in Southern California and has been providing services locally for more than 28 years. A copy of our Los Angeles Business License is provided in the [Attachments](#) section.





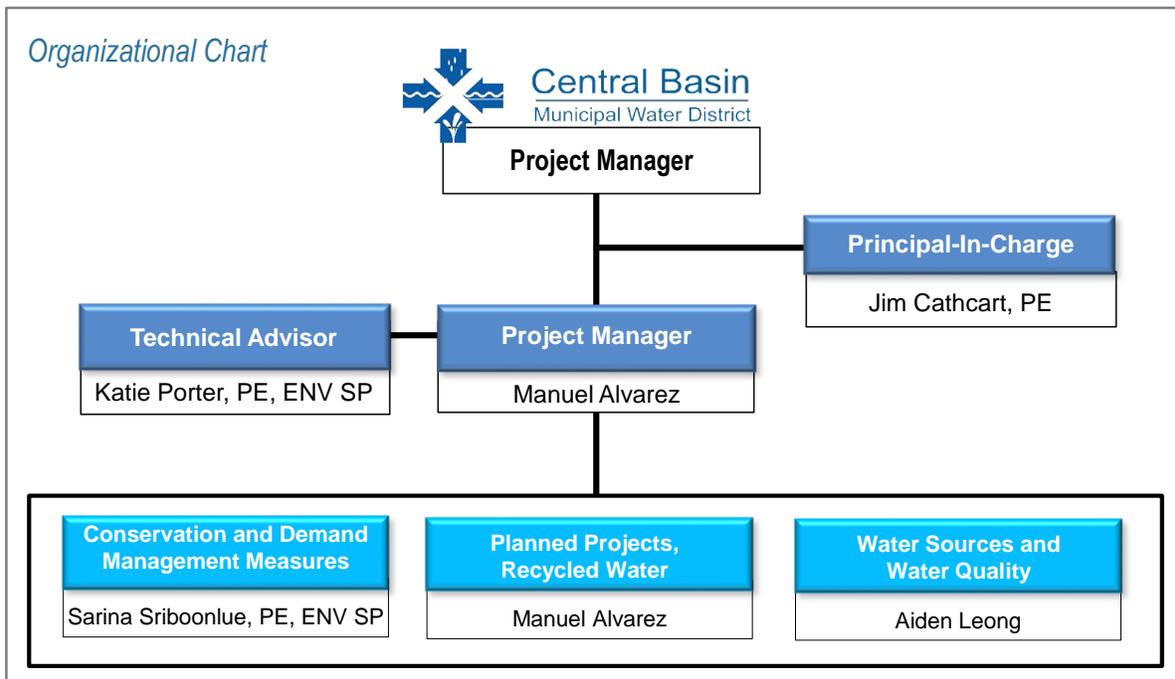
PERSONNEL QUALIFICATIONS

The success of a project starts with assigning a qualified team with direct relevant experience. More importantly, that team must apply that experience working together with Central Basin staff to prepare an UWMP that not only meets California Water Code and applicable state regulations and guidelines, but successfully integrates and highlights wholesale aspects as a supplier. We have assembled a team with the depth and experience to support Central Basin in achieving your goals and completing the project in a timely, cost-effective manner.

Our team of enthusiastic and highly qualified professionals possesses the experience and expertise required to provide water resource planning and management services for Central Basin. Our proposed team of individuals is fully committed to provide the services required within Central Basin’s stated schedule.

Our proposed Organizational Chart for this project is shown below. A brief synopsis of the team and their qualifications are discussed below with resumes further detailing their experience provided in the Resume section.

Manuel Alvarez, Project Manager and Support – Planned Projects and Recycled Water: Mr. Alvarez has over six years of experience involving urban water management planning, master plans, water supply assessments, project management, design, and life-cycle cost analysis for a variety of projects including drinking water, wastewater, recycled water, and ocean water desalination. In California, Mr. Alvarez lead the effort on the 2010 UWMP update for Foothill Municipal Water District (FMWD) and FMWD retail agencies as well as the 2010 UWMP update for the Municipal Water District of Orange County (MWDOC) and MWDOC retail agencies in addition to various





projects for San Diego, Santa Margarita Water District, San Diego County Water Authority, Otay Water District, El Toro Water District, Mesa Water District, and Poseidon Resources.

Jim Cathcart, PE, Principal-in-Charge: Mr. Cathcart has over 37 years of experience specializing in planning, design, and construction management of water, wastewater, and reclamation infrastructure. His experience includes master planning, water supply planning and demand forecasting. During his career, Mr. Cathcart has prepared numerous UWMPs. His experience includes providing oversight for a recycled water master plan and design of recycled water pipelines and pumping stations in the Central Basin.

Katie Porter, PE, ENV SP, Technical Advisor: Ms. Porter has over 18 years of experience specializing in drinking water treatment and water quality issues and has ten years of experience with the USEPA Drinking Water program and regulatory implementation. In California, Ms. Porter has managed planning projects for California Water Service Company, Anaheim, Burbank, Pomona, San Diego, Los Angeles Department of Water and Power, Yorba Linda Water District, West Basin Municipal Water District, and Three Valleys Municipal Water District.

Sarina Sriboonlue, PE, ENV SP, Task Support – Conservation and Demand Management Measures (DMMs): Ms. Sriboonlue has over a decade of

experience focusing on water resources planning and water conservation projects for both urban and agricultural sectors. She is a certified AWWA Water Conservation Practitioner and has been involved in the preparation of Water Conservation Master Plans for utilities in Southern California. Ms. Sriboonlue supported the team on the 2010 UWMPs for FMWD and MWDOC and led two pilot studies funded by DWR Prop 50 and USBR to demonstrate the use of smart irrigation controller technology on avocado groves in Southern California.

Aiden Leong, Task Support – Water Sources and Water Quality: Mr. Leong is an environmental engineer specializing in drinking water treatment. His undergraduate research focused on wastewater treatment, specifically on the fouling of fine-pore membrane diffusers. Since joining ARCADIS, Mr. Leong has had involvement in water projects, with an emphasis on water planning. He has experience with public health goals compliance, water reuse regulations, and asset management. He will be providing support to Mr. Alvarez on the upcoming 2015 UWMPs for MWDOC.

Team members listed developed UWMPs for the following agencies:

- Foothill Municipal Water District
- Crescenta Valley Water District
- Lincoln Avenue Water Company
- Rubio Cañon Land and Water Association
- Valley Water Company
- Municipal Water District of Orange County
- City of Anaheim
- City of Brea
- East Orange County Water District
- El Toro Water District
- City of Fountain Valley
- City of Fullerton
- City of Garden Grove
- City of La Habra
- City of La Palma
- Mesa Water District
- Moulton Niguel Water District
- City of Newport Beach
- City of Orange
- City of San Clemente
- City of San Juan Capistrano
- City of Santa Ana
- City of Santa Margarita
- City of Seal Beach
- South Coast Water District
- City of Tustin
- Yorba Linda Water District



LIST OF CLIENTS AND CAPABILITY TO MEET DISTRICT’S REQUIREMENTS

To further support our experience, this section describes our capabilities and past record of performance on similar projects. Our team has worked together on many projects that are similar to the 2015 Urban Water Management Plan. The table below shows the work our team has completed on similar projects. The selected projects are indicative of our team’s accomplishments and our Project Manager, Manuel Alvarez, will assure that this collective experience is brought to bear on our work for Central Basin. Following the table, detailed project summaries with references are provided for projects marked with an asterisk (*).

Relevant Experience									
Project	Team Members	Integrated Resources	Urban Water Management	Imported Supplies	Recycled Water	Conservation	Drought Management	Stakeholder Interface	Groundwater Resources
*Foothill Municipal Water District: 2010 Urban Water Management Plan Updates	Manuel Alvarez, Sarina Sriboonlue	●	●	●	●	●	●	●	●
Huntington Beach: Water Use Efficiency Master Plan	Sarina Sriboonlue	●	●			●		●	
Sweetwater Authority: Water Resources Master Plan	Sarina Sriboonlue	●	●	●	●	●	●	●	●
El Toro Water District: Water Supply Assessment	Jim Cathcart, Manuel Alvarez, Sarina Sriboonlue		●	●	●		●		
*Municipal Water District of Orange County: 2010 Urban Water Management Plan Updates	Manuel Alvarez, Sarina Sriboonlue	●	●	●	●	●	●	●	●
Santa Margarita Water District: Water Supply Verification	Manuel Alvarez, Katie Porter, Sarina Sriboonlue		●	●	●		●		●

2010 Urban Water Management Plan Update: Foothill Municipal Water District – La Cañada Flintridge, CA: ARCADIS was retained by the Foothill Municipal Water District (FMWD) to prepare its 2010 UWMP and those of four of its retail agencies. The 2010 UWMP was an update of FMWD’s 2005 UWMP. The intent of this plan is to provide the California DWR with information on the present and future water resources and demands and provide an assessment of FMWD’s water resource needs. Since FMWD is 100 percent reliant on MWD as a water source, the 2010 UWMP was prepared in coordination with MWD’s draft Regional UWMP and other reports.



Highlights include (1) assessment of water supply sources, projected demand, and reliability for the 25-year period, (2) review of FMWD’s implementation of the California Urban Water Conservation Council’s Best Management Practices for Demand Management Measure, (3) review of potential opportunities for the use of recycled water through connection to other agencies reclaimed water systems, (4) evaluation of water quality impacts from Colorado River Water and State Water Project on supplies to MWD and FMWD, and (5) evaluation of future water supply projects and programs for FMWD’s service area.

2010 Urban Water Management Plan Update: Municipal Water District of Orange County – Fountain Valley, CA: ARCADIS

provided consulting services to assist the Municipal Water District of Orange County (MWDOC) and 21 of its client agencies with the 2010 update of their UWMP. The UWMPs met the requirement of the Act, as well as various legislations and guidance documents available including: a detailed evaluation of the supplies necessary to meet demands over a 25-year period in a single year and multi-year droughts as well as average conditions; documentation of the stages of actions the agency would undertake to address up to 50% reduction in its water supplies; a description of the actions to be undertaken in the event of an interruption in water supplies; and an evaluation of water use efficiency measures to satisfy the requirements of the Water Conservation Bill of 2009 (SBx7-7) as part of the Seventh Extraordinary Session.

2005 Urban Water Management Plan Update: Foothill Municipal Water District – La Cañada Flintridge, CA: ARCADIS

assisted Foothill Municipal Water District (FMWD) in the preparation of its 2005 UWMP. The plan was an update to FMWD’s 2000 UWMP with the intent to provide the California DWR with information on the present and future water resources and demands and provide an assessment of FMWD’s water resource needs. Since FMWD is 100 percent reliant on MWD as a water source, the 2010 UWMP was prepared in coordination with MWD’s draft Regional UWMP and other reports.

REFERENCES:



Nina Jazmadarian,
General Manager
Foothill Municipal Water District
T. 818.790.4036
E. njazmadarian@fmwd.com



Mr. Karl Seckel, Assistant
General Manager
Municipal Water District of Orange County
T. 714.593.5024
E. kseckel@mwdoc.com



Staff Availability

Through our experience and current work on UWMPs, our team brings a well-organized process bringing a scale of efficiency to successfully complete multiple concurrent efforts. The following table shows the percentage of team member involvement for this project. Our team members are available to be onsite as needed for this project.

Team Member – Role	Involvement
Manuel Alvarez – Project Manager and Support	50%
Jim Cathcart, PE – Principal-in-Charge	20%
Katie Porter, PE – Quality Assurance/Quality Control	20%
Sarina Sriboonlue, PE, ENV SP – Conservation and DMMs	60%
Aiden Leong – Water Sources and Water Quality	75%



FIRM INFORMATION:

Registered Name
ARCADIS U.S., Inc.

Dunn & Bradstreet Number
08-150-9838

Address
445 South Figueroa Street
Suite 3650
Los Angeles, California 90071

Telephone Number
213.486.9884

Parent Corporation
ARCADIS North America

PRIMARY CONTACT:

Manuel Alvarez
Project Manager
445 South Figueroa Street
Suite 3650
Los Angeles, California 90071
T: 213.797.5297
F: 213.486.9894
E: manuel.alvarez@arcadis-us.com

ADDITIONAL COMPANY QUALIFICATIONS

ARCADIS is a global leader in providing design, engineering and management services in water, infrastructure, environment and buildings. With a 127-year history, the firm develops, designs, implements, maintains and operates projects for private companies and government entities. Our most defining characteristics are a staff of talented and passionate people, a unique combination of capabilities covering the whole asset life cycle. With 28,000 employees and \$3.5 billion in annual revenues worldwide, the company has an extensive international network supported by strong local knowledge and experience. ARCADIS has more than 6,200 employees working in 160+ offices across the U.S.

In California, ARCADIS has been serving clients for more than 28 years and provides a complete range of planning, design, and construction engineering services with a total of 535 staff, including nearly 300 professionals in Southern California. As required in the RFP, ARCADIS states that it has not colluded in any fashion with other respondents which would restrict or eliminate competition.



FEE SCHEDULE

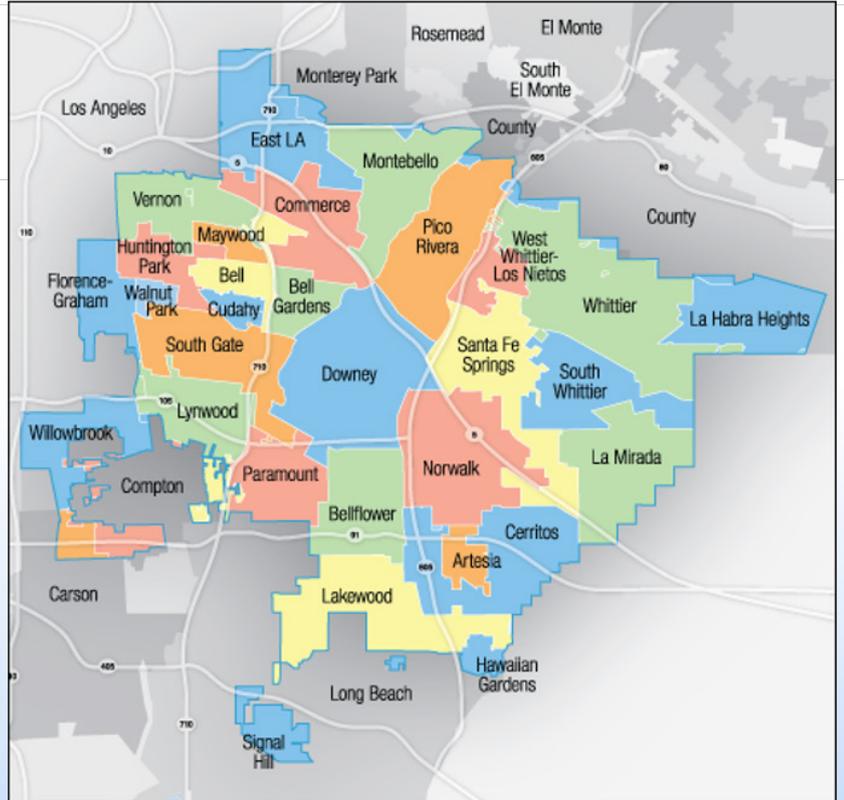
As requested in the RFP, the proposed budget includes a listing of hourly rates of the proposed individuals on the project. ARCADIS complies with prevailing wage law as it applies to professional services for public works projects. We have provided a table of labor hours by project task by individual. Our total estimated fee is \$46,310.

Cost Information Table										
Task Description		Consultant Hours						Fees (\$)		
		Porter / Cathcart (\$265)	Alvarez (\$150)	Sriboonlue (\$140)	Leong (\$125)	Admin (\$110)	Total	Labor	Direct	Total Cost
1	Project Management and Meetings	10	34	0	0	12	56	9,070	450	9,520
2	Phase 1 - Review 2010 UWMP and Data Collection	6	20	24	36	0	86	12,450	0	12,450
3	Phase 2 - Prepare Draft 2015 UWMP	8	18	22	30	10	88	12,750	100	12,850
4	Phase 3 - Prepare Final 2015 UWMP	8	16	18	26	10	78	11,390	100	11,490
TOTAL		32	88	64	92	32	308	45,660	650	46,310



Central Basin
Municipal Water District

Resumes



Education

BS Mechanical Engineering
California State University,
Fullerton 2009

Years of Experience
Total – 6

Health & Safety Training
40 Hour Hazardous Waste
Operations Safety Training

Professional Affiliations
American Society of
Mechanical Engineers

Manuel Alvarez

Project Manager; Planned Projects; Recycled Water

Mr. Alvarez has experience with project management, urban water management planning, wastewater, recycled water, and desalination projects involving on-site evaluation, information gathering and cost estimates. He previously worked at the Municipal Water District of Orange County, where he was deeply involved in the municipal complexity of water, wastewater, and water reclamation. Mr. Alvarez is familiar with the existing and future water supplies that make up wholesalers as well as retail agencies. Project responsibilities have included project management, water quality data analysis, supply and demand verification and assessment, demand forecasting, climate and Evapotranspiration data, reclaimed water systems, desalination opportunities, and extensive SBx7-7 knowledge.

Detailed Experience

Municipal Water District of Orange County: 2010 Urban Water Management Plan Update / Fountain Valley CA. Lead and Technical Support. Responsible for preparing and reviewing potential water supply projects and programs including recycled water projects and the development of desalinated water for MWDOC and 21 of its member agencies.

Foothill Municipal Water District: 2010 Urban Water Management Plan Update / La Cañada Flintridge CA. Lead and Technical Support. Responsible for preparing and reviewing potential water supply projects and programs including recycled water projects and the development of desalinated water for Foothill MWD and four of its member agencies.

El Toro Water District: Water Supply Assessment / Lake Forest CA. Lead and Technical Support. Evaluate projected future demands and the potential additional water demands associated with the Village Activities Center Specified Plan per requirements of Senate Bill 610 and compared to projected supplies available to ETWD through 2035. Prepare and assist in completion of findings in assessment report.

Otay Water District: Wastewater Management Plan / Spring Valley CA. Technical Support. Collect and review necessary background documentation to prepare plan. Project wastewater flows to build out. Develop wastewater disposal and recycled water options. Collect and organize cost data for alternatives evaluation. Conduct cost optimization modeling. Assist in developing comprehensive WWMP.

Otay Water District: Contact Basin Expansion Project / Spring Valley CA. Associate Project Manager and Lead Engineer. Assess existing system at the Ralph W. Chapman Water Reclamation Facility and identify and evaluate potential disinfection technologies,

estimate construction and operating costs for each alternative. Prepare Preliminary Design Report that presents findings of evaluation, and identifies recommendations for disinfection system improvements.

City of San Diego: Asbestos Cement Replacement Master Plan / San Diego CA.

Associate Project Manager and Technical Support. Project management duties; manage and coordinate subcontractors. Preparation of monthly project progress/status reports to support monthly billing. Provide work plan for successful implementation of AC pipe field and lab testing, failure forecasting, and replacement master plan preparation. Provide internal quality control for deliverables. Prepare and assist on numerous technical memorandums including Draft and Final Replacement Master Plan.

City of San Diego: Design of Miramar Clearwell Improvements / San Diego CA.

Technical Support. Compile and analyze daily flow, pH, and temperature data at Miramar Water Treatment Plant. Calculate CT requirements for Chlorine Contact Chamber (CCC) and Clearwells. Determine amount of Giardia inactivation needed at CCC and Clearwells. Design CCC and Clearwells size appropriately to achieve required Giardia inactivation.

Pima County Regional Wastewater Reclamation Department: Green Valley WRF

Influent & Effluent Improvements / Tucson CA. Technical Support. Develop, evaluate and provide design recommendations for improvements to the effluent and influent of the WRF. Prepare influent and effluent discharge system study reports. Develop cost analysis alternatives evaluation for modifications to both influent and effluent systems including conceptual-level drawings and details.

California Department of Public Health: Drinking Water Infrastructure Needs Survey and Assessment / CA.

Lead and Technical Support. Contact, conduct site visits, and complete EPA surveys for 43 water systems throughout the State of California. Address survey comments from CDPH. Submit any necessary modifications. Communicate with Project Manager on client related issues and project status.

Poseidon Resources: Alternative Seawater Intake Literature Review / Huntington Beach CA.

Technical Support. Review and summarize available alternative intake system literature and assess potential feasibility at site-specific location. Identify engineering design criteria, basis of design, and conditions that impact intake selection. Prepare and assist in completion of summary analysis of findings in a technical memorandum.

San Diego County Water Authority: Carlsbad Ocean Water Desalination Project /

Carlsbad CA. Technical Support. Review necessary background documents for design criteria. Calculate CT requirements for Clearwell. Determine amount of Giardia inactivation needed at Clearwell. Design Clearwell size appropriately to achieve required Giardia inactivation.

Education

MS Civil Engineering
California State
University at Long
Beach 1983

BS Civil Engineering
State University of
New York at Buffalo
1977

AA Liberal Arts Niagara
Community College
1973

Years of Experience

Total - 38

Professional Registrations

Professional Engineer
(CA, NV)

Societies

American Water Works
Association

James A. Cathcart, PE

Principal-in-Charge

Mr. Cathcart has 38 years of vast technical experience including program/project management and engineering specializing in planning; design; construction management of water, wastewater and reclamation infrastructure; computer modeling; master planning; ground and surface water treatment, transmission and storage; and pipeline design. He also has extensive experience in providing expert witness services for water system planning, modeling and design.

Detailed Experience

Central Basin Municipal Water District: Sedgwick Groundwater Storage Plan and Programmatic EIR / Irvine, CA. Principal-in-Charge and Program Manager. This multi-phase program was for Central Basin Municipal Water District. The Phase 1 effort assessed the feasibility of developing various water supply sources for short and long term storage in underlying aquifers to meet future local water demands; and resulted in preparation of an environmental scoping study. Phase 2 expanded on this work to develop programmatic level engineering concepts for using imported, recycled and storm water as sources for groundwater storage augmentation. Extensive groundwater modeling was conducted to estimate the amount of usable groundwater storage capacity in the underlying groundwater basin under various supply source scenarios without adversely affecting overlying facilities, property and existing pumping rights. Other alternatives such as desalination and aggressive water conservation were also evaluated. The supply alternatives and modeling analyses provided the technical basis for developing a draft programmatic level Environmental Impact Report for public review and comment.

Park Water Company: Treatment Alternatives Analysis / Downey CA. Principal in charge for a treatment alternatives analysis and preliminary capital and O&M cost analysis for removing radon and arsenic from Park Water Company groundwater wells as part of the response to USEPA's revised proposed Radon and Arsenic Rules. Similar assessments were made for lead and fluoride concentrations in response to required California reporting for constituents that exceed state public health goals.

Park Water Company: Water Quality Study / Downey CA. Participated in a series of public forums presenting topics on water quality regulations for Park Water Company's water systems in California and Montana. Also participated in a water quality study for Park Water Company's five water systems. The study included conducting water system surveys and evaluations from the design, operation and regulatory compliance perspectives for both current and future drinking water regulations.

Metropolitan Water District of Southern California: Cost Guidelines Development / Los Angeles CA. Managed collection and analysis of recycled water distribution and groundwater development O&M costs including piping, pumping, storage and treatment. Also reviewed

standardized unit cost curves by process/operation for MWD use in evaluating project applications to the proposed Local Resources Program.

Metropolitan Water District of Southern California: Water Systems Study / Los Angeles CA. Managed a study of MWD's small water systems along the Colorado Aqueduct. Colorado River water quality and Surface Water Treatment Rule compliance requirements were reviewed for all five MWD domestic water treatment plants and the U. S. Bureau of Reclamation's domestic treatment plant at Parker Dam. Study recommendations for pilot testing membrane filter systems were conducted by MWD and the filter systems subsequently were installed at the District's plants.

Walnut Valley Water District: Walnut Valley and Rowland Water Districts' Regional Water Supply Plan / Walnut, CA. Principal-in-Charge. Provided services for the definition/exploration of alternative to imported supplemental local water supply options from Three Valleys Municipal Water District, La Verne, and Pomona, considering engineering facilities, institutional, regulatory, and financial issues.

City of Victorville: Water System Study / Victorville, CA. Principal-in-Charge. Mr. Cathcart provided water system consulting services to the City to determine the feasibility of providing water service to a proposed Federal Bureau of Prison facility. Water system modeling was used to assess water supply options and impacts on the City's water system operations.

Irvine Ranch Water District: Sub-Area Master Plan / Irvine, CA. Principal-in-Charge/Project Manager. Responsible for report preparation for this SAMP involving planning for a new residential and golf course development and including new water, sewer, and reclaimed water distribution, collection, pumping and storage facilities. The facility plan included developing a hydraulic model using H2ONET for analyzing recycled and domestic water systems that included reservoirs, pumping stations, and pipelines. Work also involved a spreadsheet model to determine land use-based sewer flows and sewer pipeline sizes.

Various Cities: Master Planning. Project Engineer/Manager. Mr. Cathcart has conducted several water master planning studies for Torrance, Fullerton, Oxnard, Thousand Oaks, Capistrano Beach, and Santa Monica, California; and Sunnyside, Washington, as well as for residential and commercial developments. These included steady state and time-dependent computer system modeling. System improvement recommendations total more than \$185 million. He also completed master plan updates for Torrance and Fullerton, California. His work for the City of Sunnyside was recognized by the state's Department of Social and Health Services for the quality of the hydraulic analysis and report, and was suggested as a model for other small water system master plans.

Capistrano Beach Water District: Water and Wastewater Master Plan and Data Conversion / Orange County CA. Principal in charge for a combined water and wastewater master plan. The project included future land use and population planning and waster demand and wastewater flow projections. Wastewater flow projections were based on flow monitoring results from select areas of the District.

Education

MS, Chemical Engineering,
Tufts University, 1997
BS, Chemical Engineering,
Massachusetts Institute of
Technology, 1995

Years of Experience

Total – 17 years

Professional Registrations

Professional Engineer – CA
Envision™ Sustainability
Professional Credential

Professional Associations

American Water Works
Association

Katie Porter, PE, ENV SP

Technical Advisor

Ms. Porter has over 17 years of experience managing multi-faceted projects including implementation of National initiatives. As a former Associate Branch Chief in the Office of Ground Water and Drinking Water of the EPA, Ms. Porter has ten years of experience developing and directing national policy for drinking water supplies in conformance with the Safe Drinking Water Act. Particular areas of focus have included programs to improve system sustainability, including expanding the Sustainable Infrastructure Initiative to include water systems, which held water use efficiency as one of the key pillars. She has evaluated water systems for optimization potential, both from the perspective of process optimization as well as water quality optimization.

Project Experience

City of Corona: Water Use Efficiency Master Plan / Corona CA. Reviewer for Water Use Efficiency Master Plan that analyzed conservation measures and programs directed at helping new and existing residential and business customers become increasingly more water efficient. The plan included a phased approach for the City's public education and outreach program.

Indio Water Authority: Water Master Plan Update / Indio CA. Project Manager for development of Master Plan Update. Scope included an update of future projected demands, available sources, production, treatment, and distribution system requirements (including storage assessment) to identify capital improvements for the next twenty years.

City of Elkhart: Water Master Plan Update / Elkhart IN. Project Manager and Task leader for Stage 1 and Stage 2 DBPR and Ground Water Rule compliance assessment. The plan included an update of future projected demands, storage assessment, and a water supply and treatment evaluation to identify capital improvements for the next ten years.

Yorba Linda Water District: Water Recycling Facilities Plan / Placentia CA. Deputy Project Manager for developing a water recycling facilities plan. This project investigated implementation of a new water recycling facility, including an analysis of potential recycled water customers within the District, an analysis of alternative sources of supply for a new recycled water facility, an evaluation of the cost to treat, distribute, and operate the facility and distribution system to supply specific customers, and Identification and description of the benefits to reducing groundwater pumping and imported water deliveries.

City of Anaheim: Recycled Water Facilities Plan / Anaheim CA. Performed analysis of demands in support of evaluation of potential projects to utilize recycled/non-potable water in Anaheim.

West Basin Municipal Water District: Ocean Water Desalination Program Master Plan / Marina del Rey CA. Task leader for developing the Project Permitting Plan, including identification of critical issues for key regulatory permits, content for permit applications, and coordination needed with key entities. Project included analysis of supply availability, water demands, siting alternatives, intake and discharge facilities, treatment process engineering and technological requirements, conveyance and distribution requirements, system integration and treated water quality requirements, environmental and permitting requirements, power supply development, capital and O&M costs, project delivery, and operational requirements.

California Department of Public Health: 2011 Drinking Water Infrastructure Needs Survey / Sacramento CA. Involved in documenting the 20-year capital investment needs of California's public water systems for selected Southern California cities/municipalities on behalf of CDPH. The results of this work will be sent to EPA who will use the information to allocate future Drinking Water State Revolving Fund (DWSRF) funds among the various states.

Rancho California Water District: Strategic Planning Services / Temecula CA. Deputy Project Manager for strategic planning services, including effective utility management based self-assessment, revision of strategic plan, and development of metrics.

Los Angeles Department of Water and Power: LAAFP and LAR UV Treatment Facilities / Sylmar CA. Task leader for coordination with CDPH on all aspects of these two projects for compliance with the IESWTR, Stage 2 DBPR, and LT2ESWTR. Responsible for disinfection profile to benchmark current practices. Developed disinfection integration plan to ensure new 600-mgd and 650-mgd UV disinfection facilities are aligned with system wide treatment to meet regulatory requirements. Evaluated LAAFP ozonation facilities to recommend improvements to residual measurement accuracy. Evaluated LAAFP monthly reports to recommend streamlining to facilitate future real-time CT monitoring and response.

Los Angeles Department of Water and Power: Chloramines Conversion / Los Angeles CA. Task leader for coordination with CDPH on all aspects of project. Task leader for effort to coordinate conversion of entire distribution system from free chlorine to chloramines to meet the Stage 2 DBPR with integration of UV. Includes tracking of ongoing improvements at various facilities to update chloramines conversion strategy and schedule, and development of OMMPs for permit amendment applications.

City of San Diego: Asbestos Cement Pipe Replacement Master Plan / San Diego CA. Project Manager for the creation of a risk-based replacement plan for over 2,100 miles of asbestos cement pipe in the City of San Diego's water distribution system. The services include a combination of field testing and statistical failure forecasting to create a risk-based master plan for the next 20 years.

City of San Diego: As-needed Pipeline Condition Assessment - Task 3, El Monte Pipeline Inspection and Condition Assessment / San Diego CA. Project Manager for pipeline inspection and condition assessment of approximately 60,000 feet of 48-, 68- and 72-inch diameter pipelines. The line includes reinforced concrete steel cylinder, reinforced concrete pipe, and cast-in-place reinforced concrete pipe.

Education

BE Civil Engineering
University of Canterbury,
Christchurch, New Zealand
2003
MS Agricultural/Environmental
Engineering University of
Arizona 2005

Years of Experience

Total - 8

Professional Registrations

Professional Engineer
California (Civil)
Envision™ Sustainability
Professional Credential
American Water Works
Association Conservation
Practitioner Level 2
Certified Construction
Documents Technologist
(CDT)

Health & Safety Training

40 Hour Hazardous Waste
Operations Safety Training

Professional Affiliations

American Water Works
Association, CA-NV Section,
Member

Sarina Sriboonlue, PE, ENV SP

Conservation and Demand Management Measures

Ms. Sriboonlue has eight years of experience in a wide range of water resources and planning, water treatment, and environmental monitoring projects for municipal and industrial clients. Ms. Sriboonlue is also a certified AWWA Water Conservation Practitioner who has been involved in the development of Water Use Efficiency Master Plans and Urban Water Management Plans for a number of water utilities in Orange County and others in Southern California. She has played a key role in preparing grant applications and securing grant funds for various clients. Most recently, she is the assistant project manager for the project to develop the Asbestos Cement Water Main Replacement Program Master Plan for the City of San Diego. She is also involved in the project to develop a comprehensive inventory of facilities in the hospitality sector, estimate baseline and future demand factors, and develop an end-use water demand model for the hospitality sector of the City of Phoenix, AZ.

Detailed Experience

Municipal Water District of Orange County: 2010 Urban Water Management Plans / Fountain Valley CA. As a project engineer, Ms. Sriboonlue assisted in the preparation the 2010 Urban Water Management Plan for MWDOC and its 21 retail agencies. UWMP provides information on the present and future water resources and demands and provides an assessment of the water system's water resource needs. It identifies water supplies for existing and projected demands, quantifies water demands during normal year, single-dry year, and multiple-dry years, and identifies supply reliability under the three hydrologic conditions.

Foothill Municipal Water District: 2010 Urban Water Management Plans / Irvine CA. As a project engineer, Ms. Sriboonlue assisted in the preparation the 2010 Urban Water Management Plan for Foothill MWD and its 4 retail agencies. UWMP provides information on the present and future water resources and demands and provides an assessment of the water system's water resource needs. It identifies water supplies for existing and projected demands, quantifies water demands during normal year, single-dry year, and multiple-dry years, and identifies supply reliability under the three hydrologic conditions.

Municipal Water District of Orange County: Urban Drought Assistance Grant Program / Fountain Valley CA. Ms. Sriboonlue assisted in preparing a grant application for MWDOC and its member agencies and securing grant funds from DWR Prop 50 2008 Urban Drought Assistance Grant Program for MWDOC's Developing Budget Based Tiered Rates Project.

City of Corona: Water Use Efficiency Master Plan / Corona CA. As a project engineer, Ms. Sriboonlue assisted in the preparation of the Water Use Efficiency Master Plan. Ms. Sriboonlue was the task leader to develop a phased approach for the City's public education and outreach program.

Moulton Niguel Water District: Vantis Specific Plan Water Supply Assessment / Laguna Beach CA. Ms. Sriboonlue assisted in the preparation of a Water Supply Assessment for the Vantis Specific Plan development in the City of Aliso Viejo. The project assessed the ability of the water district's existing and planned water supplies to meet the projected water demands associated with existing demands and additional demand from the proposed development.

Three Valleys MWD: Demand Forecast / Claremont CA. Ms. Sriboonlue assisted in the review of TVMWD's retail water agencies 20-year demand and local supply data forecasts and in the development of a sensitivity analysis of TVMWD's demand variability to develop range of wholesale demand.

City of Anaheim Public Utilities: Water Use Efficiency Master Plan / Anaheim CA. As a project engineer, Ms. Sriboonlue assisted in the preparation of the Water Use Efficiency Master Plan with specific involvement in the development of the City's public education and outreach program.

City of Huntington Beach: Water Use Efficiency Master Plan / Huntington Beach CA. As a project engineer, Ms. Sriboonlue assisted in the preparation of the Water Use Efficiency Master Plan from data collection, developing water use profile for the City, identifying the City's compliance status of CUWCC's BMPs, and developing recommendations for cost-effective WUE projects and programs for the City.

Rose Bowl Operating Company: Water Conservation Master Plan / Pasadena CA. As a project engineer, Ms. Sriboonlue assisted in the preparation of the Brookside Golf Course Water Conservation Plan. The work involved the review of potential irrigation and course maintenance practices; identification and evaluation of alternative water supplies for the course; development of a water budget; and identification of potential funding sources to assist in water use efficiency projects.

El Toro Water District: Water Supply Assessment for Village Activities Center Specific Plan / Lake Forest CA. Project Engineer to evaluate projected future demands and the potential additional water demands associated with the Village Activities Center Specified Plan per requirements of Senate Bill 610 and compared to projected supplies available to ETWD through 2035. Prepare and assist in completion of findings in assessment report.

Sweetwater Authority: Water Resources Master Plan / Chula Vista CA. As project engineer, Ms. Sriboonlue was responsible for the preparation of Sweetwater Authority's Water Resources Master Plan Update (2008). This involves the evaluation of Sweetwater Authority's existing and potential water supply options based on reliability, legal, environmental, institutional, water quality, and availability factors.

Rancho California Water District: ET Controller Demonstration / Temecula CA. Project engineer for a demonstration study jointly funded by the US Bureau of Reclamation, Rancho California Water District, and the California Avocado Commission. The study aims to demonstrate the use of smart irrigation controller technology on avocado groves. Ms. Sriboonlue is the project coordinator responsible for all aspects of the project including developing test plan, procuring equipment, collecting and analyzing data, preparing outreach materials, and preparing progress and final reports to USBR.

Education

MS Environmental
Engineering, University of
California, Los Angeles
2015
BS Chemical Engineering,
University of California,
Irvine 2014

Years of Experience

Total – > 1

Aiden Leong

Water Sources and Water Quality

Mr. Leong is an environmental engineer specializing in drinking water treatment. He earned his Bachelor's Degree in Chemical Engineering from the University of California, Irvine and his Master's Degree in Environmental Engineering from the University of California, Los Angeles. His undergraduate research focused on wastewater treatment, specifically on the fouling of fine-pore membrane diffusers. Since joining ARCADIS, Mr. Leong has had involvement in water projects. He has been a major contributor to the planning of projects. He has experience with public health goals compliance, water reuse regulations, and asset management.

Detailed Experience

Los Angeles Department of Water and Power: 2015 Water Quality Evaluations and Research / Los Angeles CA. Mr. Leong provided support in gathering information on how to prepare the Public Health Goals (PHG) report.

Los Angeles Department of Water and Power: 2015 Pump Station Asset Management Report / Los Angeles CA. Mr. Leong provided support in compiling past and new information regarding the asset management report of the 95 pump stations in Los Angeles County. Other responsibilities included referencing the data in the report to check if it was up-to-date and creating an executive summary of the report.

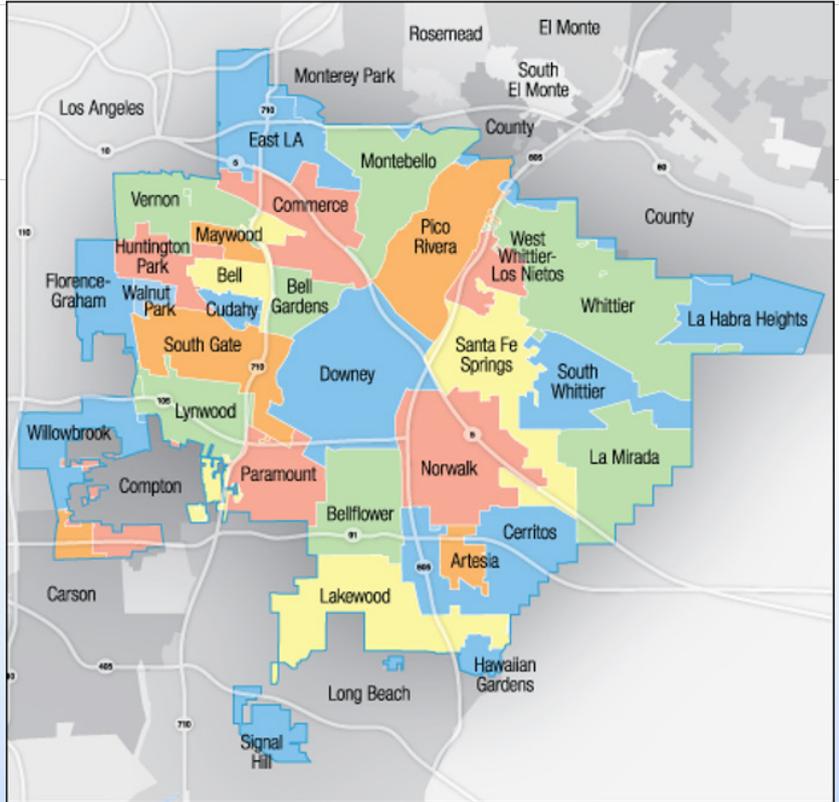
Los Angeles Department of Water and Power: Nitrification Control Support / Los Angeles CA. Mr. Leong updated information and data concerning the water storage tanks for the Los Angeles County service areas.



Central Basin
Municipal Water District

Attachments

Attachments



THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED
BUSINESS TAX

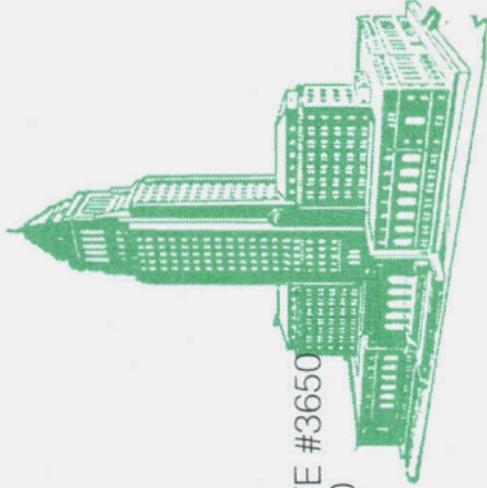
ISSUED: 4/5/2010

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000143256-0003-0	L049	Professions/Occupations	01/01/2010	Active

ISSUED TO
ARCADIS U.S. INC

445 S FIGUEROA STREET SUITE #3650
LOS ANGELES, CA 90071-1640

POST OFFICE BOX #66
SYRACUSE, NY 13214-0066



ISSUED BY:

Antoinette D. Christavale

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
FORM 2000 (rev. 6/01) IMPORTANT - READ REVERSE SIDE

P. O. BOX 53200, LOS ANGELES CA 90053-0200

EXHIBIT "A" ACKNOWLEDGMENT FORM

RFP No. 150 for Development of 2015 Urban Water Management Plan

PART A

The proposing company warrants the following:

- 1) That it will not delegate or subcontract its responsibilities under contract without the expressed, prior written permission from Central Basin Municipal Water District.
- 2) That all information provided in connection with this proposal is true and correct.
- 3) That it will acknowledge and agree with all terms and conditions stated in this request for proposal. ****except as noted in Consultant's proposal**

Company Name (Respondent to RFP):

ARCADIS U.S., Inc.

445 South Figueroa Street
Address: Suite 3650 City: Los Angeles State: CA Zip: 90071

Contact Name: James A. Cathcart, PE Title: Principal-in-Charge

Telephone No: 714.508.2632 Email: jim.cathcart@arcadis-us.com



Signature

PART B

The above listed company is responding to a Request for Proposals for a qualified and experienced company to provide professional consulting services to prepare a 2015 Urban Water Management Plan.

THIS COMPLETED FORM MUST BE RETURNED TO CENTRAL BASIN MUNICIPAL WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN PRIOR TO 5:00 P.M., September 10, 2015

**Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040
Attn: Kevin P. Hunt, P.E.
General Manager**

EXHIBIT "B" CONFLICT OF INTEREST FORM

Central Basin Municipal Water District's (Central Basin) Code of Conduct prohibits its Directors and staff from making decision in which he/she has certain financial or personal relationships with a contracting party. The questions that follow are intended to alert Central Basin to potential code of conduct conflicts. If conflicts of only a remote interest exist, a contract may nonetheless be awarded as disclosure allows Central Basin to choose processes for negotiation, award, and administration of contracts to avoid such conflicts. However, Central Basin reserves the right to review and make a final determination regarding whether any actual or potential conflicts would violate Central Basin's policies or California law and thus preclude a contracting party's participation in this award. All contracting parties and proposed sub-consultants must respond to each of the following questions. For responses answered "yes" Central Basin may require additional information to evaluate potential conflicts prior to award. Failure to fully disclose conflicts will result in rejection of the proposal or immediate termination of any contract awarded therefrom.

1. To the best of your knowledge, do any current Central Basin Board members or employees have any of the following financial relationships with your company or with proposed sub-consultants?

Owner	[Yes] <input checked="" type="radio"/> No
Member	[Yes] <input checked="" type="radio"/> No
Partner	[Yes] <input checked="" type="radio"/> No
Officer	[Yes] <input checked="" type="radio"/> No
Employee	[Yes] <input checked="" type="radio"/> No
Contractor; Consultant	[Yes] <input checked="" type="radio"/> No
Broker	[Yes] <input checked="" type="radio"/> No
Major Stockholder:	[Yes] <input checked="" type="radio"/> No

(Major stockholder means ownership of 3% or more of company stock.)

If "Yes" to any of the above, did this Board member or employee participate in formulating your submittal?

[Yes] [No]

2. Are you, or to the best of your knowledge, are any officers or key employees of your company or proposed sub-consultants an immediate family member of any current Central Basin Board member or employee?

[Yes] [No]

3. To the best of your knowledge, is a Central Basin employee or Board member seeking or being considered for employment by your company or by proposed sub-consultants?

[Yes] [No]

4. To the best of your knowledge, have you or any officers or key employees of your company or any proposed sub-consultants provided contributions directly or indirectly to a Board member while this potential new contract is pending before the District?

[Yes] No

5. To the best of your knowledge, have you or any officers or key employees of your company or any proposed sub-consultants ever served on District's Board?

[Yes] No

6. Have any of your current employees been employed by the District in the past 5 years?

[Yes] No

7. Have you made any contribution(s) in the last three (3) months to any member of the District's Board of Directors?

[Yes] No

If Yes, then please indicate to whom and how much contribution was made?

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

James A. Cathcart, PE
Name (type or print)
Principal-in-Charge
Title


Signature
September 10, 2015
Date

ARCADIS U.S., Inc.
Company Name

THIS COMPLETED FORM MUST BE RETURNED TO CENTRAL BASIN MUNICIPAL WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN PRIOR TO 5:00 P.M., September 10, 2015

Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040
Attn: Kevin P. Hunt, P.E.
General Manager

ARCADIS

445 South Figueroa Street

Suite 3650

Los Angeles, California 90071

Tel 213.486.9884

Fax 213.486.9894

www.arcadis-us.com



Central Basin
Municipal Water District

NOVEMBER 2, 2015 – Water Resources

Apodaca, Chacon

NOVEMBER 23, 2015- Board Meeting

Prepared by: Chris Lingad

Submitted by: Tammy Hierlihy

Approved by: Kevin P. Hunt, P.E.

INFORMATION CALENDAR

DISCUSSION ON OPTIONS FOR ARCADIS U.S., INC. TO ALLOW DISCOUNTED PRICING FOR RETAIL AGENCIES TO DEVELOP LOCAL 2015 URBAN WATER MANAGEMENT PLANS

SUMMARY:

Last month, the District selected Arcadis U.S., Inc. to develop its 2015 Urban Water Management Plan (UWMP). The California Urban Water Management Planning Act requires that Urban Water Districts serving over 3,000 connections develop and submit a UWMP to the State Department of Water Resources every five years. Some retail agencies located within Central Basin's service area fall under this category and are required to file their own UWMP. These agencies will also rely on information included in Central Basin's UWMP.

In an effort to save cost and time, a few agencies have expressed interest in the possibility of using the same firm selected by Central Basin to develop their own UWMP's. Arcadis provided a cost estimate by offering a discounted rate for retail agencies, which includes a base price along with additional items to choose from. This information was distributed to local agencies during the October Purveyor Workshop and is included in this memo under Exhibit "A."

The deadline for agencies to notify the District of participation was November 12, 2015. Currently, the District has not received any formal commitments to enter into a Purchase Agreement. However, a few agencies are working on bringing this information to their City Council meetings for consideration. As the District receives more information, this item will be brought back to the Board at a later date for further discussion.

FISCAL IMPACTS:

The agreement between the District and Arcadis will have no financial impact on the District, as the participating retail agencies will incur all of the costs associated with their individual UWMP's. All costs incurred by Arcadis will be passed through to retail water agencies respectively.

PROCUREMENT PROCESS:

The District selected Arcadis U.S. Inc. to develop its UWMP as the result of a competitive formal solicitation that included review of six proposals and interviews with four firms. The Board authorized staff to enter into an agreement with Arcadis at its October 26, 2015 meeting on the basis of the results of this process.

Given that Central Basin properly vetted the procurement of Arcadis, any interested agencies will benefit by saving time and money through the development of their local UWMP. This is defined by government agencies as cooperative purchasing (procurement). While not specifically addressed in Central Basin's Procurement Policy, the use of cooperative purchasing, the extension of competitively-created terms and conditions to other agencies, satisfies the procurement obligation Central Basin has to achieve the best value in its acquisitions.

COMMITTEE STATUS:

This item was reviewed by the Water Resources Committee on November 2, 2015 and was agendaized to the November 23, 2015 Board meeting as information for discussion.

RECOMMENDED MOTION:

Receive and file.

EXHIBITS:

Exhibit "A" – Fee Schedule

Y:\centralbasinboard\cbmwdmemos\2015\15nov002

ARCADIS Cost Information

Cost Information Table - Agency w/ Imported Water									
Task Description	Consultant Hours						Fees, \$		
	Porter / Cathcart (\$265)	Alvarez (\$150)	Sriboonlue (\$140)	Leong (\$125)	Admin (\$110)	Total	Labor	Direct	Total Cost
Project Management and Meetings	2	4			8	14	2,010	100	2,110
Phase 1 - Review 2010 UWMP and Data Collection	2	6	18	24		50	6,950		6,950
Phase 2 - Prepare Draft 2015 UWMP	4	8	16	18	6	52	7,410	200	7,610
Phase 3 - Prepare Final 2015 UWMP	4	8	10	16	6	44	6,320	100	6,420
TOTAL	12	26	44	58	20	160	22,690	400	23,090

Cost Information Table - Agency w/ Imported and Groundwater									
Task Description	Consultant Hours						Fees, \$		
	Porter / Cathcart (\$265)	Alvarez (\$150)	Sriboonlue (\$140)	Leong (\$125)	Admin (\$110)	Total	Labor	Direct	Total Cost
Project Management and Meetings	2	4			8	14	2,010	100	2,110
Phase 1 - Review 2010 UWMP and Data Collection	2	6	20	26		54	7,480		7,480
Phase 2 - Prepare Draft 2015 UWMP	4	8	18	20	6	56	7,940	200	8,140
Phase 3 - Prepare Final 2015 UWMP	4	8	10	18	6	46	6,570	100	6,670
TOTAL	12	26	48	64	20	170	24,000	400	24,400

Cost Information Table - Agency w/ Imported, Groundwater, and Recycled Water									
Task Description	Consultant Hours						Fees, \$		
	Porter / Cathcart (\$265)	Alvarez (\$150)	Sriboonlue (\$140)	Leong (\$125)	Admin (\$110)	Total	Labor	Direct	Total Cost
Project Management and Meetings	2	4			8	14	2,010	100	2,110
Phase 1 - Review 2010 UWMP and Data Collection	2	6	22	26		56	7,760		7,760
Phase 2 - Prepare Draft 2015 UWMP	4	8	20	20	6	58	8,220	200	8,420
Phase 3 - Prepare Final 2015 UWMP	4	8	14	18	6	50	7,130	100	7,230
TOTAL	12	26	56	64	20	178	25,120	400	25,520

Contingency Items

UWMP Category	Consultant Hours						Fees, \$		
	Cathcart / Porter (\$265)	Alvarez (\$150)	Sriboonlue (\$140)	Leong (\$125)	Admin (\$110)	Total	Labor	Direct	Total Cost
Additional hard copies (\$30/per copy)						0		30	30
Additional coordination costs due to limited staff and complicated arrangements. In the event there are any critical delays in the process due to limited agency staff that requires ARCADIS to "speed up" the process and complete the plan on time and/or provide any requests above what is in the scope of work.	4	10		6		20	3,310		3,310
Additional work if an agency is not a CUWCC Reporting Agency or is not in full compliance with the CUWCC MOU requirements to complete the description of DMM activities, if not completed by the agency staff.			22			22	3,080		3,080
Additional time to complete the Revenue Shortage Impacts Analysis, if not completed by the agency staff. Assist in the analysis and/or revisions of an agency's revenue impact during a shortage, help develop proposed measure to overcome such financial impacts resulting from a 10%, 25%, and 50% reduction in sales compared to a base year.		6	10			16	2,300		2,300
Additional time for preparation and carrying out of a "communications" plan for the UWMP, if not completed by the agency staff. Includes coordination of the notification process within agency's service area, assist in publication of notice, and help prepare presentations, brochures, or handouts for such public hearings.			10	6		16	2,150		2,150
Meetings (\$1,000/per meeting). Additional time to attend public hearing, committee meeting, city council/board meeting.								1,000	1,000
Additional time to complete Water Loss Reporting per AWWA methods, if not completed by the agency staff.	4	6		12		22	3,460		3,460
Agencies who might want help in assessing their current demand projection model or methodology to determine the need for adjustments or refinements to account for the anticipated additional water conservation activities and other factors.	4	12	10	14		40	6,010		6,010
Additional time and effort to complete, manually input, and upload all necessary tables, forms, and displays per DWR requirements as part of the online submittal tool.		2		8		10	1,300		1,300



PARTNERSHIP AGREEMENT NO. _____
between
CENTRAL BASIN MUNICIPAL WATER DISTRICT
and

for
DEVELOPMENT OF 2015 URBAN WATER MANAGEMENT PLAN

As of _____, 2015, the Central Basin Municipal Water District, herein "DISTRICT", and _____, herein "PARTNER", agree as follows:

SECTION 1 - RECITALS

On October 26, 2015, the DISTRICT entered into Agreement No. 2016-22 with ARCADIS U.S. Inc., herein "CONSULTANT" to develop DISTRICT's 2015 Urban Water Management Plan (UWMP) herein "PROGRAM". "PARTNER" would like to develop their own 2015 Urban Water Management Plan (UWMP) in collaboration with the DISTRICT using the consulting services of DISTRICT'S CONSULTANT. In order to utilize this PROGRAM, "PARTNER" will enter into a partnership agreement to procure consulting services from DISTRICT CONSULTANT under a discounted pricing plan to develop their own 2015 UWMP.

SECTION 2 - TERM AND CONDITIONS

- (a) The term of this Agreement shall be commencing _____, 2015 and concluding _____, 2015.
- (b) This partnership agreement between the DISTRICT and PARTNER is solely to accommodate PARTNER for the purposes of efficiency and consistency, the DISTRICT will have no responsibility to PARTNER for the quality or legal sufficiency of the services or the resulting UWMP PROGRAM that is produced for PARTNER.
- (c) PARTNER shall pay any and all costs incurred by the DISTRICT in the event PARTNER does not provide timely payment to enable the DISTRICT to pay CONSULTANT.
- (d) PARTNER is individually responsible for and shall independently verify that the partnership arrangement complies with PARTNER's own bidding and contract award procedures.



SECTION 3 - CONTRIBUTION AND PAYMENT TERMS

- (a) For this partnership agreement, PARTNER is contributing a total not-to-exceed the amount of \$_____. This amount includes a set base cost of \$_____. Along with this cost, PARTNER has chosen to include the following contingency items: _____ and _____.
- (b) The PARTNER will receive an electronic invoice from the DISTRICT for the amount paid out to CONSULTANT for the services that has been performed. Upon receipt of invoice from the DISTRICT, the PARTNER will release the payment to the DISTRICT within 15 calendar days for a total not-to-exceed \$_____.

SECTION 4 - INDEMNIFICATION

- (a) PARTNER shall hold harmless, defend at its own expense, and indemnify DISTRICT, its officers, employees, and agents against any and all liability, claims, losses, damages or expenses, including reasonable attorneys' fees, arising from all negligent or reckless acts or omissions, or acts of willful misconduct of PARTNER or its officers, agents, or employees in rendering services under this agreement; excluding, however such liability, claims, losses, damages, or expenses arising solely from DISTRICT's gross negligence or willful acts.
- (b) DISTRICT shall hold harmless, defend at its own expense, and indemnify PARTNER, its officers, employees, and agents against any and all liability, claims, losses, damages or expenses, including reasonable attorneys' fees, arising from all negligent or reckless acts or omissions, or acts of willful misconduct of DISTRICT or its officers, agents, or employees in rendering services under this agreement; excluding, however such liability, claims, losses, damages, or expenses arising solely from PARTNER's gross negligence or willful acts.

SECTION 5 - AGREEMENT ADMINISTRATION

The Project Manager is the DISTRICT's designated representative responsible for the administration of this Agreement. The Project Manager for this Agreement is:

Tammy Hierlihy
Water Resources Manager
Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040
Phone: (323) 201-5510
Email: tammyh@centralbasin.org



The PARTNER's Project Manager for this Agreement is:

Tel: _____

Email: _____

SECTION 6 - SEVERABILITY

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

SECTION 7 - APPLICABLE LAW

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

[SIGNATURE ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first written above.

APPROVED:

Central Basin Municipal Water District

By: _____
Kevin Hunt, P.E.
General Manager

Date _____

APPROVED AS TO FORM:

By: _____
Alfred Smith
Nossaman, LLP, District's Counsel

Date _____

**APPROVED:
PARTNER**

By: _____

Date _____

Name: _____

Title: _____



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 2, 2016

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 PROJECT PLANS, SPECIFICATIONS, AND BID PACKAGE AND AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR THE PACIFIC BOULEVARD IMPROVEMENTS FROM FLORENCE AVENUE TO SLAUSON AVENUE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve project plans, specifications, and bid package for the Pacific Boulevard Improvements from Florence Avenue to Slauson Avenue;
2. Authorize the Public Works and Community Development Departments to advertise for bids;
3. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project; and
4. Authorize Staff, to place a Request for Proposals for Bid Advertisement, Bid Analysis, Project Management, Construction Management, Inspection, and Administration in compliance with the terms and conditions of the project for the Pacific Boulevard Improvements from Florence Avenue to Slauson Avenue.

**APPROVE PROJECT PLANS, SPECIFICATIONS, AND BID PACKAGE AND
AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR THE PACIFIC BOULEVARD
IMPROVEMENTS FROM FLORENCE AVENUE TO SLAUSON AVENUE
FEBRUARY 2, 2016
Page 2 of 3**

BACKGROUND

In 2011, the City was awarded \$2.7 million in Metro Call for Project grant monies to fund pedestrian improvements along Pacific Blvd. The contract for implementing these improvements must be awarded by the end of FY 2015-16 in order to prevent the grant from lapsing. Staff has developed a recommended Phase I plan for “high impact” street improvements, which can be implemented by the required timeline.

Preliminary design was completed in 2013 and City staff presented the Pacific Boulevard Streetscape Design Plan to the City Council at its June 2, 2014 meeting. The plan contained a preferred alternative for a series of pedestrian improvement to be implemented along Pacific Boulevard within Downtown Huntington Park. The “Barcelona concept” represented a long-range vision for Pacific Blvd. However, the costs for these types of improvements far exceed currently available grant funding.

On January 5, 2015, the City Council approved the Pacific Boulevard Pedestrian Improvement Project’s - Phase I Implementation Plan; and authorize the City Manager to proceed with the preparation of construction documents and implementation of the project’s Phase I scope.

Funding for Pacific Blvd. improvements consists of a combination of a Metro grant, local funds, and non-cash “soft” contribution as shown in the following table.

Funding Source	Amount	Percent
Metro Grant	\$2,676,000	69%
City’s Local Match Contribution	\$1,224,874	31%
Total	\$3,900,874	100%

FISCAL IMPACT/FINANCING

The \$3.9 million project budget includes design, construction, and implementation of the pedestrian improvements along Pacific Boulevard. To-date, the City has spent a total of \$475,331 on design-related activities, and installation of initial improvements including parklets and shade structures along Pacific Boulevard between fiscal years 2012-13 and 2014-15. The local match contributions consists of a combination of cash and “in-kind” contributions. The in-kind contributions consist of staff support and oversight. The current budget has funds allocated to this project in the following accounts and dollar amounts:

220-8010-431.73-10 Street Operations and Capital Outlay Improvements \$1,800,000
334-4010-431.73-10 Pedestrian and Bike Path Fund Improvements \$100,468

The grant payment will be on a reimbursement basis from Metro.

**APPROVE PROJECT PLANS, SPECIFICATIONS, AND BID PACKAGE AND
AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR THE PACIFIC BOULEVARD
IMPROVEMENTS FROM FLORENCE AVENUE TO SLAUSON AVENUE**

FEBRUARY 2, 2016

Page 3 of 3

The remaining funding for the project will be programmed into the budget for the next fiscal year to facilitate project completion.

LEGAL AND PROGRAM REQUIREMENTS

Metro executed a Funding Agreement (FA) with the City on February 10, 2014, that allows the city to expend the \$2.6 million in grant funding for eligible project expenditures. The FA contains a scope of work and budget that specify the improvements on which the grant funds and the City's local match contribution are to be spent. A detailed review of the Pacific Boulevard Streetscape Plan was conducted in order to identify the plan recommendations that can be implemented through the use of the Metro grant.

CONCLUSION

Upon City Council approval, staff will proceed with the Pacific Blvd. advertisement of bid package and recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Michael Ackerman
City Engineer

ATTACHMENTS:

A. Bid Package with Plans and Specifications

CITY OF HUNTINGTON PARK, CALIFORNIA



**BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS
for
PACIFIC BOULEVARD IMPROVEMENTS**

Date Issued: (Insert Bid Issue Date), (Draft, not authorized for bidding, for review only)

Bid Due Date:

(Insert Bid Due Date), (Insert Bid Due Time) (preliminary date)

Submit bids to:

**Office of the City Clerk
City of HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, CA 90255**

TABLE OF CONTENTS

DESCRIPTION	SECTION
NOTICE INVITING SEALED BIDS	A
INSTRUCTIONS TO BIDDERS	B
BIDDER'S PROPOSAL (Entire section C shall be submitted with the bid) BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"	C
SPECIFICATIONS	D

APPENDICES:

APPENDIX A - SAMPLE CONTRACT TO BE EXECUTED

APPENDIX B - PROJECT PLANS

A. NOTICE INVITING FORMAL SEALED BIDS PACIFIC BLVD IMPROVEMENTS

PUBLIC NOTICE IS HEREBY GIVEN that the City of HUNTINGTON PARK invites sealed bids for the above stated project and will receive such bids in the Office of the City Clerk, City of HUNTINGTON PARK, 6550 Miles Avenue, HUNTINGTON PARK, CA 90255, up to the hour of **(Insert Bid Due Date)**, **(Insert Bid Due Time)**, **(preliminary date)** Any bids received late will be returned unopened. The bids received will be publicly opened approximately 15 minutes after the bid submittal deadline in the City Council Chambers.

Pre-Bid Meeting:

No Pre-Bid Meeting is scheduled for this project.

Bidding and Contract Documents, Plans and Specifications Available:

Copies of the Bidding and Contract Documents, Plans and Specifications can be obtained as follows:

1. Please e-mail your request with your contact information to: bidinfo.pacificblvd@transtech.org. Upon receipt of your e-mail, you will be registered as a plan holder, and a pdf file of the Bidding and Contract Documents, Plans and Specifications will be e-mailed to you at no cost.
2. Hard copy of the Bidding and Contract Documents, Plans and Specifications can be picked up at a non-refundable cost of \$250 from City Engineers Office, City of HUNTINGTON PARK, 6550 Miles Avenue, HUNTINGTON PARK, CA 90255. Please first e-mail to jperez@hpca.gov and request a hard copy 2 days in advance. Make check payable to "City of HUNTINGTON PARK". Place a note on the check as follows: Cost for Bidding and Contract Documents, Plans and Specifications for PACIFIC BLVD IMPROVEMENTS.
3. Hard copies will not be mailed.

Scope of Work:

The work consists of furnishing all materials, equipment, tools, labor, and incidentals as described in detail in the Bidding and Contract Documents, Plans and Specifications to construct the project.

Location of Work:

The project is located on Pacific Blvd between Florence Avenue and Slauson Avenue, HUNTINGTON PARK, CA 90255.

Estimated Cost of Work:

Estimated cost is **\$4,600,000**.

Retention:

The City will deduct a State-mandated 5 percent retention from all progress payments.

Project Completion:

The project shall be completed in **100** working days.

Bid Bond:

Bids must be accompanied by a bid bond, made payable to the City of HUNTINGTON PARK for an amount no less than ten percent (10%) of the bid amount.

Required License Classification:

Required License Classification is State of California, A-General Engineering Contractor. No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of the Business and Professions Code.

SB 854 Requirements

This project is subject to the requirements of SB 854. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The bid proposal must include a print out from the DIR registration website showing that the prime contractor and each subcontractor is currently registered and qualified. No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. [Unless within the limited exceptions from this requirement for bid proposals only under Labor Code Section 1771.1(a)]

Prevailing Wages Required:

Prevailing wages shall be paid to all workers in accordance with California Labor Code 1771. A copy of the prevailing wages schedule is on file with the City.

Federally Funded CDBG Project:

This is not a Federally Funded Project.

DBE:

There is no mandatory DBE Participation requirement. All bidders are required to comply with all applicable competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veterans. The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

Bonds Required:

A labor and materials payment bond is required in accordance with California Civil Code 9550 in a form approved by the City. Also a performance bonds and public improvement warranty are required. See Sample Contract for the required bond forms.

Substitution of Securities for Retention:

The contractor may deposit securities in lieu of the 5% progress payment retentions in accordance with California Public Contracts Code 22300.

Excavation Safety:

If the work involves an excavation or trench five feet or deeper, the bid must contain a separate bid item for adequate sheeting, shoring, bracing and safety measures approved by the City.

Environmentally Sensitive Materials

- ✓ This Invitation for Bids **does not** specify locations of possible materials, such as a borrow pit or gravel bed, for use in the proposed construction project which would be subject to Section 1603 of the Fish and Game Code.
- ~~This Invitation for Bids **does** specify locations of possible materials, such as a borrow pit or gravel bed, for use in the proposed construction project and is subject to the following conditions imposed pursuant to Section 1603 of the Fish and Game Code:~~

City Business License:

The successful Contractor and his subcontractors will be required to possess business licenses from the City.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work's contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

The City reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of 90 calendar days.

Any contract entered into pursuant to this notice shall become effective or enforceable against the City of HUNTINGTON PARK only when the formal written contract has been duly executed by the appropriate officers of the City.

Submittal of your bid assumes that you have made a thorough and complete investigation of the project site and that you have discovered no apparent discrepancies between the scope of work set forth in the plans and specifications and the actual field conditions.

If there are any questions regarding this project, please contact via e-mail:

bidinfo.pacificblvd@transtech.org

All inquiries must be submitted in writing by e-mail.

BY ORDER of the City of HUNTINGTON PARK, California.

B. INSTRUCTIONS TO BIDDERS PACIFIC BLVD IMPROVEMENTS

LOCATION OF WORK

The project is located on Pacific Blvd between Florence Avenue and Slauson Avenue, HUNTINGTON PARK, CA 90255.

PROPOSAL FORMS

Bids shall be submitted on the Proposal forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a bid bond payable to the City of HUNTINGTON PARK in the amount not less than 10 percent of the total amount of bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the City. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

**PACIFIC BLVD IMPROVEMENTS
DO NOT OPEN WITH REGULAR MAIL**

It is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Late proposals will not be considered and will be returned unopened.

CONSTRUCTION SCHEDULE, PROGRESS OF WORK, LIQUIDATED DAMAGES

After notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval its proposed Construction Schedule. At a scheduled date prior to commencement of work, the Contractor and all subcontractors shall attend a pre-construction conference at the City Hall. The selected Contractor shall complete the project per the schedule indicated in the Notice of Inviting Bids section of the specifications. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of City of HUNTINGTON PARK. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the

City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the/an allotted time so that the damages are minimized.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Proposals may not be withdrawn after the bid opening hour stipulated in the Notice Inviting Bids without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

DISCREPANCIES AND MISUNDERSTANDINGS

Before submitting a Proposal, Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed, and shall include in the Proposal, the cost of all items necessary in the construction of the project. The Bidder shall not be allowed any extra compensation by reason of any matter or thing, concerning that which such the Bidder might have fully informed himself prior to the bidding. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans,

Specifications, or other contract documents shall be called to the attention of the City. Should a Bidder find any ambiguity, inconsistency or error in the plans and project manual, or be in doubt as to their meaning, the Bidder shall notify the City, in writing via FAX as specified in the Notice of Inviting Bids Section. Issues requiring clarification will be addressed in a written addendum response, sent by facsimile to each Bidder, person or firm recorded by the City as having received plans. Any addenda issued by the City during the time of bidding are to be included in the proposal from the Bidder, and shall become a part of the Bid documents. The Bidder shall acknowledge receipt of addenda on the proposal form in the space provided. By submitting a bid, the Bidder shall be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the plans, specifications, site conditions and/or contract provisions.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No fee is charged for the Permit issued by the City for a public works project. The Contractor shall pay for and obtain a City Business License.

CONTRACTORS LICENSE LAW

The successful Bidder shall comply with and require all subcontractors to comply with all Federal, State and City Contractor License Laws and be dully Registered and Licensed thereunder as required.

BONDS

The successful Bidder is required to provide and pay for a performance and a payment bond as stated in SECTION 2-4 CONTRACT BONDS, of the Greenbook (Standard Specifications for Public Works Construction, latest edition). These bonds shall cover the faithful performance (100%) of the Contract for Construction and the payment of all obligations (100%) arising thereunder, in such form as the City may prescribe and with such sureties as they may approve. The successful Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

The City reserves the right to reject any proposed bonding company without stating cause. In this event the successful Bidder shall provide an alternate bonding company selection acceptable to the City.

Bonds shall conform to State statutes regarding performance bond and labor and material payment bonds with amount shown on each part equal to 100% of the total amount payable by terms of the Contract for Construction. The surety company shall be licensed to do business in the state in which the construction project is located and shall be acceptable to the City. Bond amounts shall be increased to include any Change Order(s) added to the contract to 100% total value amount of each Change Order. Bonds will be recorded along with a copy of the construction contract in the County Recorder Records by the General Contractor with written proof submitted to the City.

CONTRACT AND INSURANCE

Bidders shall comply with the contract and insurance requirement included in SAMPLE CONSTRUCTION CONTRACT.

SOCIAL SECURITY ACT

The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the Social Security Act and also the provisions of the act of the State Legislature Approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments to such data, and the contractor further agrees to indemnify and hold harmless the City of HUNTINGTON PARK of and from any and all claims and demands made against it by virtue of the failure of the contractor or any subcontractors to comply with the provisions of any or all of said acts and amendments.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable. The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The successful Bidder further agrees to defend, indemnify and hold harmless the City of HUNTINGTON PARK of and from any and all claims and demands made against the City or its officers, agents or employees by virtue of the failure of the Contractor or any Subcontractors to comply with the provisions of any or all said laws and amendments.

WAIVER OF LIENS

The successful Bidder (General Contractor) is responsible for the payment of all bills for labor and materials furnished by the subcontractors, the suppliers, and the General Contractor on this project. The General Contractor shall deliver to the City, unconditional Lien Waivers and/or Releases from himself and from each of his subcontractors and suppliers, and at such time he shall certify that he is submitting such lien waivers for all subcontractors and suppliers involved.

If any liens are filed against the City property, the City may, at its option, demand General Contractor immediately provide a bond in accordance with state statutes.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder

submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the City. The City of HUNTINGTON PARK reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 90 calendar days, as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

The Contractor shall submit a signed contract, bonds, insurance and all necessary documents to the City, within the required schedule.

EMPLOYMENT OF APPRENTICES

Attention is directed to the provisions in Section 1777.5 of the California Labor Code concerning employment of apprentices by the contractor or any subcontractor under him. The contractor and any subcontractor under him shall comply with the requirements of said section in the employment of apprentices; however, the contractor shall have full responsibility for compliance with said Labor Code section for all apprenticeship occupations, regardless of any other contractual or employment relationships alleged to exist.

CONFLICT OF INTEREST

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in (State LCA-24 CFR 85.36 and Non-Profit Organizations – 24 CFR 84.4), OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

SUBCONTRACTS

The Contractor is required to perform, with its own organization, contract work amounting to at least 40 percent of the Contract Price. Failure to meet these requirements will result in disqualifying of the bid or termination of the contract. This provision supersedes any other provisions which specified a different subcontract requirement. Proposed subcontractor names, a general description of the work to be performed by each subcontractor and the dollar amount for each subcontractor shall be submitted with the bid.

PROJECT CLOSE OUT DOCUMENTS

Within 10 calendar days of completion of the project, the Contractor shall submit project close out documents, including: Drawings showing as built conditions with red pencil; All warranties and guarantees; All paperwork required for labor compliance; All final lien releases; All other project related documents requested by the City.

PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the applicable provisions in the Standard Specifications for Public Works Construction requirements and conditions which must be observed in the preparation of the proposal form and the submission of the bid.

1. Examination of Site, and Specifications: Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the Bidder shall be held to have personally examined the site, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the specifications, site conditions and/or contract provisions.
2. The Contractor shall have included in the contract price a sufficient sum to cover all items, including labor, materials, tools, equipment and incidentals, that are implied or required for the complete improvements as contemplated by the contract documents.

OTHER CONTRACT PROVISIONS

The bidder's attention is directed to other contract provisions in the Appendices section of these Contract Documents, which must be observed in the preparation of the proposal form and the submission of the bid.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

**C. BIDDER'S PROPOSAL
PACIFIC BLVD IMPROVEMENTS**

Bidder's Name:	
-----------------------	--

In accordance with the City of HUNTINGTON PARK's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of HUNTINGTON PARK of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of HUNTINGTON PARK's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City of HUNTINGTON PARK and this bid and the acceptance hereof may, at the City of HUNTINGTON PARK's option, be considered null and void.

BID SCHEDULE

To the HUNTINGTON PARK's City Council, herein called the "Council": Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, Discrepancies and Misunderstandings, contained in the INSTRUCTIONS TO BIDDERS section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule (Bidder shall provide a bid amount for each bid item. Failure to provide a bid for each bid item shall render the bid non-responsive):

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

BASE BID ITEMS				
Item		Qty	Unit Price	Total Price
1	MOBILIZATION	1 LS	\$ _____	\$ _____
2	TRAFFIC CONTROL.	1 LS	\$ _____	\$ _____
3	NPDES, WVECP, AND BEST MANAGEMENT PRACTICES (BMPs).	1 LS	\$ _____	\$ _____
4	TRASH RECEPTACLES (BIGBELLY DUO) (CITY HAS TOTAL FUNDING OF \$250,000 FOR ENTIRE PROJECT FROM FLORENCE TO SLAUSON, AND ALL BIG BELLY TRASH RECEPTACLES MUST BE INSTALLED FOR THE ENTIRE PROJECT).	25 EA	\$ _____	\$ _____
5	STREET LIGHT REMODEL (UPGRADE TO LED+ PAINTING) (QUANTITY IS NUMBER OF POLES, EACH POLE HAS 2 FIXTURES) (PER CITY: ASSUME \$750/FIXTURE=\$1,500 PER POLE FOR LED CONVERSION, PLUS \$1,500 PER POLE FOR PAINTING AND REPAIRS).	98 EA	\$ _____	\$ _____
6	NEW CANDLE LIGHTS IN SIDEWALK.	98 EA	\$ _____	\$ _____
7	BUS SHELTER LIGHTING (LED).	16 EA	\$ _____	\$ _____
8	LANDSCAPE AREAS (INCLUDING IRRIGATION AND PLANTING).	4304 SF	\$ _____	\$ _____
9	INSTALL IRRIGATION WATERLINES (2" DIA. PVC 80).	10,100 LF	\$ _____	\$ _____
10	IRRIGATION CONTROL BOX.	6 EA	\$ _____	\$ _____
11	IRRIGATION WATER METER.	6 EA	\$ _____	\$ _____
12	IRRIGATION BACKFLOW DEVICES.	6 EA	\$ _____	\$ _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

BASE BID ITEMS				
Item		Qty	Unit Price	Total Price
13	TREES AND TREE WELLS.	237 EA	\$ _____	\$ _____
14	NEW PARKING METER SYSTEM (PARKING PAYMENT STATION SYSTEM) (2 ON EACH SIDE OF STREET, 4 PER BLOCK).	18 LS	\$ _____	\$ _____
15	REMOVALS OF ALL PARKING METERS.	379 EA	\$ _____	\$ _____
16	STREET FURNITURE (BENCHES).	100 EA	\$ _____	\$ _____
17	REPAINT OF EXISTING TRAFFIC SIGNAL POLES.	36 EA	\$ _____	\$ _____
18	REPAINT EXISTING BUS SHELTERS.	16 EA	\$ _____	\$ _____
19	REPAINT EXISTING TRASH BINS AND BENCHES.	105 EA	\$ _____	\$ _____
20	CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP A88A, CASE A, DETAIL B	38 EA	\$ _____	\$ _____
21	CONSTRUCT COLOR CONCRETE PERMEABLE PAVERS	41.416SF	\$ _____	\$ _____
22	INSTALL CROSSWALK LADDER STRIPING.	8,662 SF	\$ _____	\$ _____
23	SAWCUT AND REMOVE FULL DEPTH ASPHALT CONCRETE PAVEMENT (2' WIDE X 10" DEEP). PAVE FULL DEPTH ASPHALT CONCRETE PAVEMENT (10" MIN.).	1,750 LF	\$ _____	\$ _____
24	EXCAVATION AT BULBOUTS.	270 CY	\$ _____	\$ _____
25	CURB AND GUTTER AT BULBOUTS	1060 LF	\$ _____	\$ _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

BASE BID ITEMS				
Item		Qty	Unit Price	Total Price
26	CONSTRUCT PARKWAY DRAIN PER SPPWC STD. PLAN 151-2, S=PER PLAN, H=4" (COMPLETE).	6 EA	\$ _____	\$ _____
27	REPLACEMENT OF TRAFFIC SIGNAL LOOP DETECTORS.	1 LS	\$ _____	\$ _____
28	UTILITY ADJUSTMENT.	100 EA	\$ _____	\$ _____
29	WAY FINDING SIGNS.	8 EA	\$ _____	\$ _____
30	KIOSK (1 ON EACH SIDE OF STREET AT EACH MID-BLOCK CROSSING).	8 EA	\$ _____	\$ _____
31	INSTALL NEW TRAFFIC SIGNAL STREET SIGNS	31 EA	\$ _____	\$ _____
32	NEW CROSS WALK TRAFFIC SIGNAL AND POLES WITH VEHICLE HEADS.	3 EA	\$ _____	\$ _____
33	REPLACE PEDESTRIAN CROSSWALK PEDESTRIAN HEADS WITH COUNTDOWN PEDESTRIAN HEADS.	60 EA	\$ _____	\$ _____
34	INSTALL NEW PEDESTRIAN PUSH BUTTONS.	16 EA	\$ _____	\$ _____
35	PAINT TRAFFIC STRIPING, LEGENDS, ARROW MARKINGS, SIGNAGE, AND CURB PAINT, PARKING STALL STRIPING,	1 LS	\$ _____	\$ _____
36	CITY ALLOWANCE FOR RESTROOM.	1 LS	\$ _____	\$ _____
TOTAL BASE BID PRICE:				

Total Base Bid Price written in words: _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

ADDITIVE ALTERNATE BID ITEMS				
Item		Qty	Unit Price	Total Price
1	PAVING STONES	__SF	\$ _____	\$ _____
2	STAMPED COLOR CONCRETE (4"THICK)	__SF	\$ _____	\$ _____
3	SEAL COAT ASPHALT CONCRETE PAVEMENT	1 LS	\$ _____	\$ _____
4	SLURRY SEAL ASPHALT CONCRETE PAVEMENT	1 LS	\$ _____	\$ _____
5	DECORATIVE COLORED STAMPED ASPHALT CONCRETE PAVEMENT (THERMOTRACK) (LOCATIONS: 3 LEGS AT FLORENCE, 4 LEGS AT GAGE, 4 LEGS AT SLAUSON).	1 LS	\$ _____	_____
TOTAL ADDITIVE ALTERNATE PRICE:				\$ _____

Total Additive Alternate Bid Price written in words: _____

<p>City will establish the low bid amount based on the TOTAL BASE BID PRICE shown on previous page. The ADDITIVE ALTERNATE BID ITEMS shown above will not be taken into account in determining the lowest responsible bidder, but may be awarded to the awardee at the sole and complete discretion of the City as part of the performance of the contract.</p>	
<p>In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</p>	
<p>Full compensation for the items listed to the site are considered as included in each Bid Item listed above as applicable, and no additional and/or separate compensation will be allowed.</p>	<p>Mobilization / Demobilization</p>
	<p>Traffic Control, Public Convenience and Safety</p>
<p>The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</p>	
<p>All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</p>	

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

The BIDDER agrees that the Agency reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed twenty-five percent (25%) plus or minus of the total bid amount for all bid items. If the change exceeds twenty-five percent (25%) a change order may be negotiated to adjust unit bid prices. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees.

A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:
 BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from following subcontractors:

Subcontractor Name	Work to be Performed	Contractors License #	DIR #	Dollar Amount
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
TOTALS				\$ _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

REFERENCES

The City of HUNTINGTON PARK is interested in obtaining bids from the most qualified and capable contractors with a proven track record able to perform work desired by the Public Works Department. Any and all references required to be provided by the bid specifications must be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included.

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past three years.

<u>Reference Contact Information</u>	<u>Reference Project Name</u>	<u>Contract Value</u>	<u>Date Completed</u>
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			

BONDS

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom Bidder intends to procure insurance bonds:

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: _____

Date of Inspection: _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION DECLARATION

NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID FOR

(Project Name)

The undersigned declares:

I am the ____ of ____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state]."

 (Signature)

 (Printed name)

BIDDER INFORMATION

Bidder's Name:			
Address:			
Form of Legal Entity (i.e., individual, partnership, corporation, etc.)			
If a Corporation, State of Incorporation (i.e., Calif.)			
Valid State Contractor's License No. and Class			
DIR Registration No.:			
<i>Contact Person Information:</i>			
<i>Name</i>	<i>Title</i>	<i>E-mail</i>	<i>Tel</i>

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

Previous contract performance history:

1. Was any contract terminated previously: _____
If the answer to the above is "yes", provide the following information:
Contract/project name and number: _____
Date of termination: _____
Reason for termination: _____
Owner's name: _____
Owner contact person and tel. no.: _____

2. In the past ten years have you filed a claim for money against any public entity?
If the answer to the above is "yes", provide the following information:
Contract/project name and number: _____
Date of filing claim: _____
Reason for filing claim: _____
Owner's name: _____
Owner contact person and tel. no.: _____

3. In the past ten years have you been a party to legal action by or against a public entity arising out of the performance of a public works contract?
If the answer to the above is "yes", provide the following information:
Contract/project name and number: _____
Date of commencement of litigation: _____
Reason for litigation: _____
Owner's name: _____
Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this ____ day of _____, 201_.

BIDDER _____

Subscribed and sworn to this ____ day of _____, 201_.

NOTARY PUBLIC _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

PROPOSAL GUARANTEE/BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, (hereinafter referred to as "Contractor") intends to submit a bid to the City of _____, California, a Municipal Corporation, for the performance of certain work as required in the City of _____ Project Name. _____ (the "Project") said work being: _____ as shown on the plans and specifications for the Project. The bid is being made in response to an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and _____ a corporation organized and existing under the laws of the State of _____, duly authorized and licensed to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement, for the warranty of the work and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of _____ in successfully enforcing said obligation.

This document is signed by the respective parties on the dates next to their names.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

Surety: _____

By: _____

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature _____ (Seal)

-- AND --
(Proof of signature authorization or power of attorney must be attached)

D. SPECIFICATIONS PACIFIC BLVD IMPROVEMENTS

STANDARD SPECIFICATIONS

GENERAL

The General Conditions for this project shall be based on PART 1-GENERAL PROVISIONS of the Greenbook, (Latest Edition), except as amended by the project plans, specifications and contract documents, supplementary conditions, and/or other applicable contract documents.

In case of conflict between the Special Specifications included in this Section and special provisions included in the Appendix, the more stringent requirement shall apply, except when the City makes an exception. The City has the right to make such exception at its discretion, and the contractor shall provide reasonable cost discount if the City decides to implement the lesser stringent option.

NOTIFICATION

The Contractor shall notify the City and the owners of all utilities and substructures not less than 48 hours prior to starting construction.

CITY HOLIDAYS

City offices are closed on the following days: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving (2 days) and Christmas Day. During these holidays, inspections will not be available.

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

AS- BUILT DRAWINGS

Provide and record a complete "As Built" records set of blue line prints showing changes from the original drawings and specifications and the exact "As Built" locations, sizes and types of equipment. Prints for this purpose may be obtained from the City. Keep this set of drawings on the site and use only as a record set. Use these drawings as work progress sheets. With red pencil, make neat and legible annotations thereon as the work proceeds, showing the work as actually completed. Keep these drawings available at all times for inspection. Before the date of the final inspection, provide the "As Built" prints to the City. Please note, that failure to submit an "As Built" set of drawings as noted above will result in the retention payment being delayed.

SPECIAL PROVISIONS

DESCRIPTION OF WORK

1. Scope of the Work covered by Contract Documents:

The work to be done consists of furnishing all labor, materials, tools, equipment and incidental for the construction, complete in place, of those items as shown on the bid set of drawings (or amended drawings) and as included in these Special Technical Provisions.

2. Contractors Duties:

Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

3. Contracts:

Construct entire work under one contract with the City.

4. Allotted Working Space:

The contractor shall be responsible for storing his materials and equipment and to use a work yard as necessary. The work yard area shall be subject to the approval of the City if it is located within the Allotted Working Area. The City will not allow keeping equipment, materials, vehicles, removed items, debris, etc. within the Allotted Working Space except in the approved work yard area. Storage of items, equipment or materials in the work yard area are at the sole risk of Contractor with no liability to the City. It shall be the responsibility of the Contractor to provide adequate fencing, security of the work yard area and equipment to the contractor's satisfaction, and to restore the assigned area to its original, pre-use condition, or better, to the satisfaction of the City.

5. Acceptance of Site:

The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.

6. Maintenance of Existing Plantings, Improvements and Facilities:

The Contractor shall protect and maintain all existing trees and shrubs (plantings) to remain from the first day of work under this contract to acceptance. In similar fashion, Contractor shall protect and maintain all improvements and facilities in place to remain from the first day of work under this contract to acceptance. Contractor shall notify City Engineer of any damage to any existing plantings, improvements or facilities as soon as possible. Contractor shall replant or repair any damage to the satisfaction of City Engineer at no cost or extra burden to the City.

7. Survey and Layout:

Contractor shall verify all dimensions on the drawings and shall report to the City Representative any discrepancies before proceeding with related work. Contractor shall perform all survey and precise

layout work to the satisfaction of the Public Works Director or his/her designee. Contractor shall establish final grades and extents for the improvements and preserve such work on as-built plans.

8. Limits of Work:

Limits of work shall be the legal property boundaries of the site unless modified by Contract limit lines indicated on the plans or as noted otherwise.

GENERAL PROCEDURES

1. Specifications and Drawings Complementary:

The Specifications and Drawings are complementary, and what is called for in one shall be binding as if called for in both.

2. Order of Precedence of Contract Documents:

In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- a. Contract
- b. Specifications
- c. Drawings

Within the Specifications the order of precedence is as follows:

- a. Addenda/Change Orders
- b. Special Specifications
- c. Instructions to Bidders
- d. Notice to Contractors
- e. Standard Drawings
- f. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

- a. Figures govern over scaled dimensions
- b. Detail drawings govern over general drawings
- c. Addenda/Change Order drawings govern over Contract Documents
- d. Contract Documents govern over standard drawings
- e. Contract Drawings govern over shop drawings

3. Discrepancies in the Contract Documents:

Any discrepancies, conflicts, errors or omissions found in the Contract Document shall be promptly reported in writing to the Public Works Director or his/her designee, who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the Public Works Director or his/her designee, and no additional payment or time shall be allowed therefor,

except as provided in the Standard Specifications.

If discrepancies are discovered between the drawings and the specifications, and no specific interpretation is issued prior to the bidding, the decision regarding this interpretation shall rest with the Public Works Director or his/her designee. The Contractor shall be compelled to act on the Public Works Director or his/her designee's written, emailed or faxed decision as directed. In the event the installation is not in compliance with the direction of the Public Works Director or his/her designee, the installation shall be corrected by and at the expense of the Contractor at no additional cost to the City.

In case of such discrepancies on the plan sheets, it is assumed that the bid included the cost for implementing/constructing the discrepancy that would have the highest dollar value.

4. Errors and Omissions:

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the Public Works Director or his/her designee. City Engineer shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor in writing accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the Public Works Director or his/her designee in writing.

5. Changed Conditions:

The plans for the work show conditions as they are believed by City Engineer to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation by the City that such conditions are actually existent, nor shall the City be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise. The word "conditions" as used in this paragraph includes, but is not limited to, site conditions, both surface and subsurface.

The Contractor shall examine the site, compare it with the drawings and specifications and shall satisfy itself as to the conditions under which the work is to be performed. The Contractor shall ascertain and check the location of all existing structures, utilities and equipment which may affect its work. The Contractor shall be responsible to re-examine the site, as necessary, for performance of change orders or other proposed changes which may affect its work. No allowance shall subsequently be made on the Contractor's behalf for any extra expense or loss of time which incurred due to failure or negligence on its part to make such examination.

6. Construction Staking:

The Contractor shall be responsible for construction staking.

Unless otherwise provided in the special provision, lines and grades for the construction shall be the responsibility of the contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such survey work including construction staking shall be done under the supervision of a California licensed Land Surveyor or authorized Civil Engineer. Staking shall be done on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the City Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer, in writing, within 24 hours of any discrepancies, or design errors during the construction staking.

Prior to the start of construction, any Survey Monuments and Bench Marks having direct conflict with the construction shall be referenced in the field and "corner records" shall be prepared and submitted by the supervising licensed Land Surveyor, to the Engineer, on certified official record forms for filing in the office of the County Surveyor. All the Survey Monuments and Bench Marks removed and/or altered during the construction shall be reset and certified "corner records" shall be submitted by the Land Surveyor, to the Engineer prior to the final acceptance of the construction.

Unless a separate bid item is provided, the payment for surveying, construction staking, setting of the Survey Monuments and Bench Marks, preparing corner records, professional services, office and field calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all the work involved, shall be considered as included in the items of work for which the surveying work is performed, and no additional compensation will be allowed.

7. Notice to Proceed:

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work. The Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work at the site.

8. Contract Time:

The Contractor shall submit evidence to the City that all materials have been purchased by the date indicated within the specified construction duration and per the approved construction schedule. The date construction shall begin will be specified in a Notice to Proceed.

Except as otherwise provided in the Special Provisions, working hours in traffic lanes will be restricted to between the hours of 8:30 a.m. and 3:00 p.m., and, except as otherwise stated in the Special Provisions or approved by the Public Works Director or his/her designee, working hours for areas not affecting traffic are between 7:00 a.m. and 4:00 p.m. Monday through Friday, excluding legal holidays and weekends.

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the

Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

9. Delay in Obtaining Materials:

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from City Engineer or obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather conditions necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".

10. Record Drawings:

The Contractor shall maintain at the job site one (1) set of record drawings. At the end of each working day, the Contractor shall submit to the Inspector an accurate "as-built" drawing of any changes that occurred from the approved plans and drawings, including Change Order work, changed conditions in the field, and/or claimed extra work. The Contractor shall be responsible to obtain the Inspector's written approval of the accuracy of said drawing. No invoice will be accepted for processing until all work included therein is accurately shown on the record drawings.

11. Materials:

Material Specifications:

Whenever any material is specified by name and number thereof, such specifications shall be deemed to be used for the purpose of facilitating a description of the materials and establishing the quality of the materials to be used. All materials shall be new and the best of their class and kind. No substitution will be permitted which has not been approved in writing by the Public Works Director or his/her designee.

Material List:

A complete material list shall be submitted prior to performing any work. Catalog data and full descriptive literature and manufacturer's specifications and installation instructions shall be submitted whenever the use of items different than those specified is requested.

The material list shall be submitted using the following sample layout (double spaced between each item).

Item No.	Description	Manufacturer	Model Number
1.	material	ABC Corp.	XXX

Approval of Substitutes:

Approval of any items, alternates or substitutes indicates only that the product(s) apparently meet

the requirements of the drawings and specifications on the basis of the information and/or samples submitted.

Contractor's Responsibility:

Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

12. Inspection and Testing:

All materials furnished and all work performed under the Contract shall be subject to review by the Public Works Director or his/her designee. Such review may include mill, plant, shop, nursery, or field inspection as required. City Engineer shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and its subcontractors and suppliers as is required to make a complete and detailed inspection.

The City will provide standard progress building and public works inspection at no cost to the Contractor. Contractor shall arrange and pay for all other inspections required by ordinance or governing authorities, including tests in connection therewith, as may be assigned to it in other sections of the specifications.

Where required by the Building Code, specialty inspectors shall be provided by the City at no cost to the contractor. The Contractor shall request specialty inspector at least forty-eight (48) hours in advance of an anticipated inspection.

City shall perform compaction tests as required.

It shall be the Contractor's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The Contractor shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the Public Works Director or his/her designee.

City Engineer will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Public Works Director or his/her designee, as well as the cost of the subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

Standard progress billing and public works inspections shall be requested by the Contractor at least twenty-four (24) hours in advance of an anticipated inspection.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by

the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the authority of City Engineer shall, upon order of the City Engineer, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

13. Construction Schedule:

The Contractor shall submit a Construction Schedule to City Engineer prior to beginning construction. No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor shall be held responsible for coordination of all phases of the operation so that the time schedule can be met.

If the Contractor desires to make a major change in its method or operations after commencing construction or if its Schedule fails to reflect the actual progress, the Contractor shall submit to City Engineer a revised Construction Schedule. Said Schedule shall be submitted in advance of beginning revised operations or within two (2) working days after notification by the Public Works Director or his/her designee, as appropriate. City Engineer may suspend all progress payments if the Contractor fails to comply.

14. Markup:

For extra work and change orders the following percentages shall apply:

A. LABOR COSTS

1. Labor markup for employer taxes standard federal/state rates, approximately: 10%
2. Labor markup for fringe benefits (if fringe benefits are not included in the labor cost: 15%)
3. Labor overhead markup: 10%
4. Profit markup: 10%

B. MATERIAL, EQUIPMENT, SUBCONTRACTOR COSTS

Only 5% markup by prime contractor will be allowed on materials, equipment and subcontractor costs. No other additional markups (overhead, profit, etc.) will be allowed.

C. After the total amount is established by adding the above items, an additional 2% markup for INSURANCE AND BONDING COSTS will be allowed.

The subcontractor costs shall be established using the same cost accounting principal above.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the job site but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

The City shall not pay for the cost of foremen or vehicles used by foremen unless authorized in advance by the Engineer.

REMOVALS AND GRADING

1. Removals

1.1 All material removed from the project shall be disposed of by the Contractor in an acceptable manner in an area approved by the City Engineer. The Contractor shall strictly adhere to the requirements of Section 300-1.3.1 and 300-2.6 of the Standard Specifications to avoid, to the fullest extent possible, contamination of any drainage system. Removals shall include, but not be limited to, all excess excavation material, trees and plants, debris, interfering portions of curb, gutters, P.C.C. and asphalt concrete (including base, where applicable), pipes, traffic signals and appurtenances, and miscellaneous items as shown on the Plan.

- a. Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
- b. Contractor shall not remove on-site improvements until it is prepared to construct the adjacent street section and shall promptly restore all such improvements as applicable, upon completion of the adjacent street work.

1.2 A.C. and P.C.C. Pavement and P.C.C. Curb and/or Gutter, Walk and Driveways. Unless otherwise specified on Plans, all improvements to be removed must be sawcut. Complete removal of base shall be included as a part of the removal of these items and shall be included in the bid price therefor. Existing base may be reused if it conforms to the requirements of the Standard Specifications.

1.3 Miscellaneous Removals and Relocations. This item shall include all removals not specifically listed in the Bidder's Proposal or otherwise covered by these Specifications such as all necessary relocations and restorations of valve covers, signs and other items, whether shown on the Plans or not, and as necessary to complete the improvements. Contractor shall be responsible to review the project site prior to bidding and to include all such work, whether or not shown on the plan, in its bid prices for this item.

1.7 Limits. The Contractor shall meet with the Inspector prior to making removals to verify the limits of removals and the locations of joins, to establish smooth joins and to assure proper drainage. The Contractor may make minor changes in the location of joins and the limits of removals, provided a smooth join and proper drainage shall be achieved and it has obtained prior written approval from the Public Works Director or his/her designee.

1.8 Existing Pavement Sections. The thicknesses of existing AC and PCC pavement and base sections may vary. Thicknesses, if shown, are intended to indicate the approximate quantities for removals and are in no way guaranteed. No extra payment shall be allowed for variances found in the field.

2. Earthwork

- 2.1 Excavation. Excavation shall include removing, hauling, disposing and placing in fill embankment all materials below the existing base to the subgrade elevations indicated on the plan. Earthwork, subgrade preparation and fine grading shall conform to the applicable requirements of Section 300-2 and other pertinent sections of the Standard Specifications. The Contractor shall be responsible to meet grades shown on the plan, including removal of excess excavation, import of top soil and structural backfill, as applicable. The City neither warrants nor implies that there will be an earth balance on this project.

Attention is directed to the Standard Specifications regarding the protection and preservation of existing soil and fences during excavations. The Contractor shall use temporary shoring or other protective methods to support these improvements and insure that no damage will result to them by virtue of the Contractor's work.

Full compensation for doing all work involved in protecting and preserving improvements on private property shall be considered as included in various bid prices, and no additional compensation will be allowed therefor.

- 2.2 Unsuitable Material. If unsuitable material is found, the Contractor shall remove said material to the limits to be determined by the Engineer and shall replace said material with select fill or base material, as to be determined by the Engineer. Payment for removal and replacement shall be made at the unit price bid for Base, except the City shall be entitled to a credit to be negotiated if select fill or a lower classification of base material is used for replacement material.

- 2.3 Grading. All grading operation shall conform to section 300-4 of SSPWC

3. Subgrade Preparation

- 3.1 Section 301-1 of the Standard Specifications is hereby supplemented by the following section:

- a. Contractor shall immediately review the site to discover all surface improvements, including all utility vaults, manholes, valve covers, pull boxes, and other culture, which may or may not be shown on the plans. Contractor shall be responsible to make minor adjustments to the subgrade as necessary to join.
- b. Contractor shall be responsible to report any discrepancies or problems to the Inspector immediately and shall be responsible to plan and schedule its operations in such a manner so as not to create a delay should a review be required by the Engineer.
- c. Contractor shall be responsible to adjust pull boxes and valve covers to grade, if required, subject to the approval of the utility company.
- d. Adjustment of Valve Covers to Grade. Contractor shall be required either to remove valve covers below the depth to be removed and restore said covers to finish grade upon completion of each day's paving or to conduct its operations in such a manner as to not disturb said items. The Contractor, at its own expense, shall be responsible to repair or replace any valve covers damaged by its operations.

CONCRETE AND ASPHALT CONCRETE

1. P.C.C. CONSTRUCTION

1.1 General

- a. Where new construction joins existing construction, the new work shall be made to match the existing concrete in grade, color, finish and scoring as nearly as practicable.
- b. Contractor shall construct and install a two-inch (2") wide joint filled with Joint Sealing compound, at all joints between concrete pavement and asphalt concrete pavement in conformance with the manufacturer's instructions for use. The Joint Sealing compound shall conform to Type "C" Sealant per Section 201-3 of the Standard Specifications. The Contractor shall obtain approval for the proposed sealing compound and method of application from the City Engineer prior to use. All excess sealing compound shall be thoroughly cleaned up and removed.

1.2 Sidewalk and Wheelchair Ramps. Shall be constructed in accordance with Section 303-5 of the Standard Specifications.

1.3 Curb, curb and Gutter, Valley Gutter, driveways. Curb and gutter shall be constructed with standard forms or with slip-forms per Section 303-5.2 of the Standard Specifications. Modify height to match existing curb & gutter at the join point and match top of sidewalk where the sidewalk is adjacent to curb.

1.4 Catch basin. Catch basin construction shall be per section 303 of the SSPWC.

1.5 Masonry and brick. Masonry and brick walls and pilasters construction shall conform to section 303-4 of the SSPWC.

1.6 Pipe. Cast iron pipe shall conform to section 207 of the SSPWC.

1.7 Protection. The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked following placement thereof. If new concrete work is marked, the Contractor shall replace it at his/her expense in accordance with Section 300-1.3 of the Standard Specifications.

2. ASPHALT CONCRETE

2.1 Permanent Pavement. Asphalt Concrete (AC) shall conform to the provisions of Subsections 203-6 and 302-5 of the Standard Specifications. The surface course shall be Class C2-PG 64-10. AC not otherwise specified shall be Class B-PG 64-10. AC used for leveling course shall be Class D2-PG 64-10.

2.2 Temporary Pavement. Temporary AC Pavement shall conform to the above requirements, except temporary AC will be Class D2-PG 64-10. All trenches and travel lanes must be paved with temporary AC until permanent pavement has been constructed.

2.3 Tack Coat. A tack coat shall be applied between base and finish courses when the finish course is

not placed immediately after the base course, and the existing paved surfaces where new asphalt concrete overlaps existing pavement or abuts existing pavement along cut trench edges or curbs. Tack coat shall be as specified in section 302-5.3 of the Standard Specifications.

2.4 Leveling Course. Leveling course shall be Type III-D-PG 64-10 and shall conform to the provisions of Section 400-4 of the Standard Specifications.

2.5 Payment. There shall be no payment for furnishing installation, maintenance, removal or disposal of temporary AC pavement, and all costs thereof shall be absorbed in bid prices for work to which the temporary pavement is necessary.

3. BASE

3.1 Sections. Where known to be required, base is shown on the Plan and included in the Bidders Proposal.

3.2 Material Specification. Aggregate base for pavement, curb, gutter and other improvements shall be Crushed Aggregate Base and shall conform to Section 200-2 of the Standard Specifications. Construction shall conform to Section 301-2 of the Standard Specifications.

CONSTRUCTION COORDINATION, PHASING, & RECYCLING

1. Utility Companies Coordination

1.1 The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule.

1.2 The Contractor shall notify all utility agencies and owners of all facilities within the area of construction a minimum of five (5) work days in advance of performing any work within said area.

1.3 The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, including service laterals, and other improvements indicated on the drawings that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the City, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

1.4 It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.

- 1.5 The Contractor shall utilize the services of "Underground Service Alert-Southern California" for utility locating in all public right-of-ways by calling 1-800-422-4133 at least 48 hours prior to any excavation.
- 1.6 If in the course of construction the Contractor damages a sewer lateral or water lateral, it shall be responsible to completely expose said lateral from the main line to the point of connection at private property to verify integrity of all joints to the satisfaction of the Inspector. This shall not be considered to be extra work and no extra costs shall be allowed therefor.
- 1.7 All sewer, including lateral repairs, shall be constructed of vitrified clay pipe only, unless otherwise approved in writing by the engineer. Plastic pipe shall not be used.
2. City of HUNTINGTON PARK License and Permit. The Contractor shall obtain a City Business License (Contractor shall pay for it) and a no-fee Construction Permit before commencing construction.
3. Excavation - Changed Conditions. Pursuant to Section 7104 of the Public Contract Code, for any trenches or other excavations that extend deeper than four feet below the surface:
 - 3.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the Engineer in writing, of any:
 - a. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - b. Subsurface or latent physical conditions at the site differing from those indicated.
 - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
 - 3.2 The Engineer shall promptly investigate the conditions, and if he finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described herein.
 - 3.3 In the event that a dispute arises between the City and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
4. Public Convenience and Safety
 - 4.1 The provision of Section 7-10.1 (Traffic and Access), Section 7-10.2 (Storage of Equipment and

Materials in Public Streets), and Section 7-10.4 (Public Safety) all as contained in the Standard Specifications, shall be applicable to this project.

- 4.2 At the end of the Work Day the job site shall be left in a neat and orderly manner. Roadway and parking shall be made available wherever possible to the satisfaction of the Public Works Director or his/her designee.
- 4.3 During construction the Contractor shall provide adequate access to each residence or business affected by this project to the satisfaction of the Engineer.
- 4.4 Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the work, the Contractor shall obtain prior written approval of the Engineer.
5. Sanitary Conditions. The Engineer may from time to time prescribe rules and regulations for maintaining sanitary conditions along the work and the Contractor shall enforce observance of the same by its employees and the employees of the subcontractor, and, if the Contractor fails to enforce these rules and regulations, the Engineer shall have the authority to enforce them.
6. Air Pollution and Dust Control. The contractor shall adhere strictly to Section 7-8.1 and Section 7-8.2 of the Standard Specifications throughout this entire project.
7. Water Pollution Control. The Contractor shall adhere strictly to Sections 7-8 and 7-10 of the Standard Specifications through the entire project. The Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to be prepared to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

All construction on off-site or on-site improvements shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems.

The following are the areas to be addressed:

1. Handle, store and dispose of materials properly.
2. Avoiding excavation and grading activities during wet weather.
3. Construct diversion dikes and drainage swales around working sites.
4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
5. Develop and implement erosion control plans.
6. Check and repair leaking equipment away from construction site.
7. Designate a location away from storm drains for refueling.
8. Cover and seal catch basins whenever working in their vicinity.
9. Use vacuum with all concrete sawing operations.
10. Never wash excess material from aggregate, concrete or equipment onto a street

11. Catch drips from paver with drip pans or absorbent material.
12. Clean up all spills using dry methods.
13. Sweep all gutters at the end of each working day. Gutters shall be kept clean after leaving construction site.
14. Call 911 in case of a hazardous spill.
15. Keep a running log of all activities in connection with the Storm Water Pollution Prevention Plan (SWPPP)
16. Name a person, on site, responsible for complying with S.W.P.P.P.

CONTRACTOR TO COMPLY WITH THESE REQUIREMENTS AND CITY ENGINEER'S DIRECTIONS DURING THE COURSE OF CONSTRUCTION.

8. Solid Waste Management and Recycling Plan.

The contractor shall submit a Solid Waste Management and Recycling Plan to the City Manager's Office for review and approval prior to issuance of a demolition permit and/or grading permit for the project. Said plan shall indicate that the permittee/contractor shall provide documentation such as receipts from landfills, salvage and recycling facilities upon completion of the demolition/construction. Said plan shall identify:

- A. Types of materials for recycling, reuse or sorting
- B. Estimated quantities
- C. Separation requirements
- D. On site storage
- E. Transportation methods
- F. Destinations
- G. Plan manager (contractor's representative)

Prior to issuance of a demolition and/or grading permit, the permittee/contractor shall contact the California Integrated Waste Management Board (recycling hotline 800-553-2962) to obtain an approved recycler (processor and/or receiver) for demolition and construction waste. At the minimum the contractor shall recycle each of the following demolition and construction waste materials:

- Asphalt paving: 75%
- Concrete and concrete masonry units: 75%
- Non-lead based painted wood wastes (dimensional lumber and broken crates and pallets): 50%
- Metals: 60%
- Toilets: 75%
- Appliances: 75%
- Copper cable/wire: 50%
- Transformers and ballasts: 100%
- Fluorescent lamps: 100%
- Glass: 50%
- Unpainted gypsum board: 50%

A minimum of 50% of the total weight of the waste (demolition and construction wastes) shall be diverted from landfill.

9. Legal Address of Contractor. The address given in the Bidder's Proposal is hereby designated as the place to which all notices, letters, and other communications to the Contractor will be mailed or delivered, except such notices and communications as shall be given by the City's Inspectors to the Contractor's designated Superintendent in the field. The mailing or delivering to said address of any notice, letter, or other communication, or the hand-delivery to said Superintendent, shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

TRAFFIC CONTROL REQUIREMENTS

The Contractor shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for the traveling public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience to adjacent properties.

One lane of travel for thru traffic in each direction shall be maintained at all times during construction.

Work shall be done on work days, Monday through Friday, excluding legal holidays and weekends.

All work and materials to implement construction staging and traffic control shall comply with the Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones. Signs, markings, striping, barricades, delineators and all materials shall conform to applicable Caltrans standards and specifications.

1. Street Closures, Detours and Barricades.

- 1.1 All costs involving street closures, detours, delineators and barricades shall be paid by the Contract.

1.2 The Contractor shall notify:

The City Engineer at least ten (10) working days before closing or partially closing any street or alley.

- 1.3 The Contractor shall notify the following agencies at least two (2) working days before closing or partially closing any street or alley:

City Police Department
City Fire Department

- 1.4 Immediately upon completion of the construction work and opening or reopening of any street or alley, the three (3) parties above shall be notified.

- 1.5 The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the "Work Area Traffic Control Handbook" (WATCH Manual). Flashing Arrow Sign (FAS) are required for all lane closures. Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be sound, in good condition and otherwise meet the requirements of new materials. All traffic control devices shall be free of graffiti, and the Contractor shall be responsible to immediately clean and/or replace any device to the satisfaction of the Engineer.

The Contractor will be allowed no more than one (1) work day to remove graffiti.

1.6 All traffic delineators used at night shall display two white retro-reflective bands. The upper band shall be a minimum of 3", but not more than 4", from the top and shall be 6" wide and the lower band shall be 4" wide. The two bands shall be separated by a minimum 2" space.

1.7 All excavations shall comply with and the Contractor's attention hereby is directed to the following supplemental requirements for STREET EXCAVATIONS.

STREET EXCAVATIONS

- a) Every person making an excavation, cut or fill in or under a street shall restore the surface thereof in accordance with the provisions of this section.
- b) Every person making an excavation, cut or fill in or under a street shall, until the permanent pavement is replaced:
 - 1) Maintain the surface of the backfill or of the temporary pavement at an elevation equal to that of the adjoining street surface and in a manner safe for vehicles and pedestrian traffic.
 - 2) Place and maintain barriers at each end of excavation, cut or fill and at such places along the excavation, cut or fill as may be necessary to prevent accidents, but with a maximum interval of one hundred (100) feet; and shall place and maintain a sign on every such barrier with letters not less than three (3) inches in height, which sign shall state the name of the person making the excavation.
 - 3) Place and maintain warning lights at each end of such excavation, cut or fill and at intervals of not less than fifty (50) feet along the sides thereof from sunset each day to sunrise of the next day. A fee of Ten Dollars (\$10.00) per day shall be charged such person for each barricade or warning light placed or replaced by the City where this Article is violated by the absence of said barricades or warning lights.
 - 4) Place and maintain any and all signs, warning signs, detour signs and/or directional signs as required by the project specifications or as required by the Public Works Director or his/her designee. A fee of Ten Dollars (\$10.00) per day shall be charged such person for each such sign placed or replaced by the City where this Article is violated by the absence of said signs.
 - 5) In the event any temporary or sub-paving is provided and traffic is allowed to drive upon such temporary sub-paving, all striping or other pavement markings which existed in that location prior to the start of work shall be replaced or changed as required by the City Engineer. A fee of Ten Dollars (\$10.00) per square foot of paint and Five Dollars (\$5.00) for each raised marker shall be charged such person for any traffic striping or pavement markings maintained or replaced by the City where this Article is violated by the absence of said striping and markings. All traffic control devices shall conform to the latest edition of the State of California Traffic Manual.

- 6) Maintain a telephone or telephones where he can be reached twenty-four (24) hours a day and shall leave the number of such telephone or telephones with the City Engineer and the Watch Commander of the CITY Police Department.
 - 7) Maintain safe crossings for vehicle and pedestrian traffic at all street intersections and shall maintain safe crossing for pedestrians along such excavations, cut or fill at intervals of not less than six hundred (600) feet.
 - 8) Place all materials excavated compactly alongside the trench and in such a manner as to cause as little inconvenience as possible to vehicle and pedestrian traffic. If such street is not wide enough to hold the excavated material without the use of the adjacent sidewalk, such person shall erect a tight board fence upon and along such sidewalk and maintain thereon a passageway for pedestrian traffic at least four (4) feet in width.
 - 9) Maintain all adjacent gutters free and unobstructed for the full depth of the adjacent curb and for at least one (1) foot in width measured from the face of such curb at the intersection of the curb and the street; and whenever a gutter crosses an intersecting street, shall provide and maintain an adequate waterway.
 - 10) Provide access from the street to all fire hydrants and water gates and to abutting property owners unless their consent to the contrary is first obtained.
 - 11) Keep at least one-half (1/2) of the street open at all times for vehicular traffic.
- c) Every person making an excavation, cut or fill in a paved City street shall maintain the surface thereof in good condition for a period of two (2) years following the date of issuance of the permit therefor.

2. Minimum Requirements for Maintaining Traffic Flow.

2.1 Work shall be permitted only under the following conditions:

- a. The Contractor shall maintain one (1) minimum ten-foot-wide lanes in each direction at all times.
- b. Driveways - The Contractor shall maintain access to each driveway at all times unless other arrangements have been made with each property owner, subject to approval by the Engineer.
- c. Also, see subsection 3 hereinafter.

2.2 Reduction in lane requirements may be afforded only with the prior written approval of the Engineer.

2.3 Traffic signs, flaggers, warning devices, safety traffic devices and electronic arrow board for diverting and directing traffic shall be furnished, installed and maintained by the Contractor through the project. Arrow boards and other devices must comply with the City requirements for nighttime noise standards at adjacent private property lines.

2.4 If permanent pavement markings cannot be restored by the end of the work shift in which they were obliterated, temporary markings shall be provided by the Contractor prior to leaving the job site on all streets except any street closed to through traffic. These temporary markings shall be as follows:

Temporary lane lines and/or centerlines shall consist of day/night reflectorized raised pavement markers, approved by the City, spaced approximately 24' apart.

Where approved by the Engineer, the Contractor may use reflectorized lines approximately 24" long and 4" wide, spaced approximately 24' apart.

Right edge lines shall not be simulated with dashes or pavement markers; however, portable delineators, guide markers, etc., may be used by the Contractor where it is considered desirable to enhance the edge of traveled way due to curvilinear alignment, narrowing pavement, etc., and shall be used when directed by the Engineer. The Contractor shall be responsible to periodically review the construction area at night to insure all lights are properly placed and operable.

Locations where no-passing zone centerline delineation has been obliterated shall be posted by the Contractor with a sign package consisting of a C18 (23) "ROAD CONSTRUCTION (WORK) AHEAD" and R63 "DO NOT PASS".

All temporary pavement markings and signs shall be maintained, or replaced as necessary by the Contractor, until permanent pavement markings are restored.

3. Holiday Period.

No reduction in the number of lanes or in lane widths on any street shall be permitted during the holiday period which begins on the Monday prior to Thanksgiving and ends on the Friday following New Year's Day.

4. Temporary No Parking Signs.

The Contractor is responsible to post "Temporary No Parking" signs at least 5 working days in advance of the first date of enforcement. The City shall be informed before posting of signs.

Parking will be restricted only for the minimum time necessary to complete on-going work.

PAYMENTS TO CONTRACTOR AND CLAIMS

1. Breakdown of Contract Prices. The Contractor shall, within ten (10) working days of receipt of a request from the City, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payment. No extra costs shall be allowed for these breakdowns.

2. **Payment for Labor and Materials.** The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the Engineer, the Contractor shall immediately furnish the City with proof of payment of such accounts.
3. **Additional Work.** Payment for additional work and all expenditures in excess of the bid amount must be authorized in writing by the Public Works Director or his/her designee. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from City Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.
4. **Claims.** The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specified. The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the Inspector prior to commencing the work. The Public Works Director or his/her designee may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay attributable to the Contractor but may be allowed on extension of time if the Public Works Director or his/her designee agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) Work Days of a request from the Public Works Director or his/her designee and shall be responsible for any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this Section shall supersede Section 6-6.4 of the Standard Specifications.

The City shall be the sole authority to interpret all plans, specifications and contract documents, and no claim shall be accepted which is based on the Contractor's ignorance, misunderstanding or noncompliance with any provision or portion thereof.

The above provisions shall supplement Section 3 of the Standard Specifications. The Contractor shall be responsible to provide all data and to obtain all approvals required by said Specifications, including submittal of Daily Extra Work Reports. No claims or extras shall be approved by the City unless all work was done under the direction of and subject to the approval of the Inspector. Disputed work claims shall comply with Section 3 of the Standard Specifications, as modified herein.

It is the intention of this Subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that

such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

All claims which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000) shall be resolved pursuant to the provisions of Public Contract Code Section 20104 through 20104.6, "Resolution of Construction Claims" as follows:

- (1) Informal negotiation between the City and general contractor.
 - (2) Mediation with the general contractor.
 - (3) Arbitration.
 - (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.
5. Noncompliance with Plans and Specifications. Failure of the Contractor to comply with any requirement of the Plans and Specifications, and/or to immediately remedy any such noncompliance upon notice from the Engineer, may result in suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the Engineer. No additional compensation shall be allowed as a result of suspension of Progress Payments due to noncompliance with the plans or specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.
6. Request for Payment. Contractor shall submit all requests for payment on the City provided form. The City shall provide the form for use after Contract is awarded.

Prior to submittal of said form, all items for which payment is requested shall be checked and approved in writing by the City Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and City Engineer.

Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made within thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security.

There shall be no separate payment for any relocations, barriers or forms, grading or temporary construction required to construct the improvements herein. Payment for these items shall be absorbed in the Bid Prices for the applicable work to which they are appurtenant, and no extra costs shall be allowed.

The payment of amounts due to the Contractor shall be contingent upon the Contractor and subcontractors furnishing the City with a release of all claims against the City arising by virtue of the Contract related to said amounts.

TECHNICAL SPECIFICATIONS

Refer to standard specifications for public works construction for sections indicated below construction materials.

BID ITEM NO. 1: MOBILIZATION

This Bid Item also shall include mobilization of all construction equipment, personnel, construction office, approved construction staging area, and preparation of existing ground within the project area. Brush and other organic matter shall be removed from the area of the proposed improvements and from any area where soils or construction materials will be stockpiled.

BID ITEM NO. 2: TRAFFIC CONTROL.

This Bid Item shall include all material, equipment, and labor necessary to provide traffic control to protect the general public from danger due to the work being done on this project.

The Contractor shall supply and keep signs, barricades, pedestals, flashers, delineators, etcetera; and other necessary facilities for the protection of the motoring public within the limits of the construction area. All signs to be used on the job during hours of darkness shall be reflectorized. All signs, barricades and methods shall conform to the requirements of the current "California Manual on Uniform Traffic Control Devices" (CMUTCD).

No material or equipment shall be stored where it will interfere with the safe passage of public traffic.

Should the Contractor fail to provide and maintain these devices and services and the City is required to alleviate said conditions, the total charges for labor, equipment and materials, including overhead and transportation, accrued by the City for such work will be deducted from the contract payments to the Contractor.

Subsection 7-10.1 of the SSPWC is Amended by Addition of the Following:

The Contractor shall furnish all flagman and guards, and supply and install all signs, lights, barricades, delineators, and other facilities which are necessary to expedite the passage of public traffic through or around the work, or to prevent accidents or damage or injury. All lane closures shall require the use of arrow boards for all work.

In no case shall traffic be diverted from the existing traveled way without prior approval of the Engineer. Two-way traffic shall be maintained through the project at all times.

The Contractor shall provide and maintain all signs, barricades pedestals, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. All signs to be used on the job during hours of darkness shall conform to the requirements of the current C.M.U.T.C.D.

"No Parking" signs with specific time frames shall be supplied and posted by the Contractor 48 hours prior

to the start of work. All existing "2 hour parking" signs, etc. shall be covered during construction with burlap sacks to the satisfaction of the City during construction.

Based upon the project schedule, the Contractor shall notify schools, residents, and businesses of the proposed work and post temporary "NO PARKING" signs at no cost to the Agency. **The "NO PARKING" signs will be in place not less than 24 hours prior to performing the work; therefore, a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least 48 hours prior to sealing the streets affected.**

Full compensation for conforming to the requirements of this section, not otherwise provided or mentioned, shall be considered included in the prices paid for the various Contract items of work for this project, with no additional compensation allowed.

BID ITEM NO. 3: NPDES

This Bid Item shall include any and all work required to keep the public right-of-way, adjoining properties and downstream drainage improvements free of construction debris and silt. All required NPDES/SWPPP and BMP'S regulations shall be complied with, including, but not limited to:

- a) Storm or construction generated water containing sediment such as construction waste, soil, slurry from concrete/asphalt concrete saw cutting operations, clean up of concrete transit mixers or other pollutants from construction sites and parking areas shall be retained or controlled on site and shall not be permitted to enter the storm drain system.
- b) Temporary sediment filtering systems such as sandbags, silt fences, stabilized construction entrance, or gravel berms shall be utilized to trap sediment so that only filtered water enters the City's storm drain system. Proper clean up and disposal of settled sediment and the filtering system shall be the responsibility of the CONTRACTOR.
- c) Discharge of concrete transit mixer wash water on to approved dirt areas (sub-grade area designated for new concrete construction, for example) is acceptable. Discharge on to private property, parkway areas, or the street is not permitted.
- d) Plastic or other impervious covering shall be installed where appropriate to prevent erosion of an otherwise unprotected area, along with any other runoff control devices deemed appropriate by the City.
- e) Excavated soil stored on the site shall be covered in a manner that minimizes the amount of sediments running into the storm drain system, street, or adjoining properties.
- f) No washing of construction or other industrial vehicles and equipment shall be allowed adjacent to a construction site.
- g) During rainy days, the CONTRACTOR shall keep at the construction site sufficient materials and labor to install temporary sediment filtering systems and other water pollution prevention control measures. These control measures shall be in place and maintained by the CONTRACTOR on a daily basis on days when construction is not in progress due to rain. No other work shall be conducted during rain events.
- h) All costs associated with water pollution control shall be borne by the CONTRACTOR. Any expense incurred by the City to expeditiously respond to storm drain contamination resulting

from CONTRACTOR'S failure to implement water pollution control measures will be charged to the CONTRACTOR.

- i) BMPs must conform to the most recent edition of the California BMP Handbook (www.cabmphandbooks.com).
- j) Downstream catch basins must be protected with a combination of gravel bags and permeable fabric. All BMPs in the public right-of-way must be removed by the CONTRACTOR at the conclusion of the project.

The unit price for this bid item shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required for construction and in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

BID ITEM NO. 8: LANDSCAPE AREAS (INCLUDING IRRIGATION AND PLANTING).

BID ITEM NO. 9: INSTALL IRRIGATION WATERLINES (2" DIA. PVC 80).

BID ITEM NO. 10: IRRIGATION CONTROL BOX.

BID ITEM NO. 11: IRRIGATION WATER METER.

BID ITEM NO. 12: IRRIGATION BACKFLOW DEVICES.

BID ITEM NO. 13: TREES AND TREE WELLS.

This item shall include the removal of parkway soils, excavation, reconditioning of landscape area, installation of PVC irrigation lines (schedule 40), sprinkler heads, excavation, trenching, etcetera; to the satisfaction of the City Engineer and shall include all material, labor, and incidentals with no additional cost allowed.

Work under this item shall include the furnishing of all labor, equipment, materials, and appurtenant costs associated with the construction of Landscaping and Irrigation as shown on the project plans.

Landscaping and irrigation shall comply with the Standard Specifications for Public Works Construction, Latest Edition; the requirements of the General Provisions, Technical Provisions, and these Special Provisions.

Materials will be supplied by the District at the expense of the Contractor. Payment for this item shall be made at the unit price indicated in the Bid Sheets and progress payments shall be made upon the quantity placed and completed on the last day of each month. No payment will be made for materials delivered but not incorporated into the work.

212-1.5.5 Root Control Barrier

- A. High impact polyethylene (0.080 in thickness) root barrier panels with injection molded joiner and ribs by Deeproot Corp., 714.898.0563, or Agency approved equal. Barrier panel with glued on joiner or ribs will not be accepted.

212-1.5.6 Tree Pruning Paint

A. Morrison Tree Seal, or Cabot Tree paint, or Agency approved equal.

212-1.5.7 Insect Control

A. Provide insecticides for control of all harmful insects as is necessary to protect all plant materials and as approved by a licensed Pest Control Advisor. Submit all types for approval by the County prior to application.

212-1.5.8 Filter Fabric

A. Non-woven polypropylene with a weight of 4.5 ounces per square yard, grab strength of 120 pounds, tensile elongation of 55%, burst strength of 210 PSI, tear strength of 50 pounds and puncture strength of 70 pounds.

212-2 IRRIGATION SYSTEM MATERIALS

212-2.1 Pipe and Fittings

212-2.1.3 Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings

Replace the second paragraph with the following:

Pressure supply lines 2 inches in diameter and up to 3 inches in diameter downstream of backflow prevention unit shall be Class 315 solvent weld PVC. Piping shall conform to ASTM D2241.

Non-pressure lines $\frac{3}{4}$ inch in diameter and larger downstream of the remote control valve shall be SCH 40 solvent weld PVC conforming to ASTM D1785.

Replace the third paragraph with the following:

All solvent weld PVC fittings shall be standard weight Schedule 40 (and Schedule 80 where specified on the irrigation detail sheet, all mainline fittings shall be Schedule 80 PVC) and shall be injection molded of an improved virgin PVC fitting compound. Slip PVC fittings shall be the "deep socket" bracketed type. Threaded plastic fittings shall be injection molded. All tees and ells shall be side gated. All fittings shall conform to ASTM D2464 and ASTM D2466.

The following paragraphs shall be added at the end of the subsection:

All PVC pipe must bear the following markings:

1. Manufacturer's name
2. Nominal pipe size
3. Schedule of class

4. Pressure rating in P.S.I.
5. NSF (National Sanitation Foundation) approval
6. Date extrusion
7. U.P.C. shield logo (IAPMO approval)

All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable I.P.S. schedule and NSF seal of approval.

Solvent cement and primer for PVC solvent-weld pipe and fittings shall be of type recommended by the manufacturer, and shall follow installation methods prescribed by the pipe manufacturer.

212-2.2 Valves and Valve Boxes

212-2.2.4 Remote Control Valves

Add the following after the first paragraph:

Remote control valves shall be as indicated on the Plans.

212-2-2-7 Valve Boxes

Replace the entire subsection with the following:

Valve boxes shall be fabricated from a durable, weather-resistant traffic rated concrete material resistant to sunlight and chemical action of soils.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-2 EARTHWORK AND TOPSOIL PLACEMENT

308-2.2 Trench Excavation and Backfill

Replace the text in "2)" with the following:

Mainlines 64 mm (4") and smaller – 914 mm (36 inches) under paving and roadways.

Replace the text in "3)" with the following:

Lateral sprinkler lines for spray systems – 300 mm (24 inches) ((914mm (36 inches) under paving (914 mm (36 inches) under roadways.

308-2.3 Topsoil Preparation and Conditioning

Add the following subsection:

308-2.3.3 Soil Preparation

A. Verify proper scheduling of soil amending based on a Soil and Plant Laboratory testing report recommendations. Pending soil test results, the soils shall be amended as itemized in tests.

B. Soil Amendments: Thoroughly and uniformly incorporate by mechanical tiller, in two directions, where possible, or by hand tilling, into the top 6 inches of soil, the following:

1. For areas to receive ground cover plants and shrubs except on slopes of 2 horizontal to 1 vertical or steeper:

Rates are per 1000 square feet.

6 cubic yard nitrolized wood shavings.

10 lbs. NPK 16-6-8 commercial fertilizer.

200 lbs. agricultural gypsum.

2. For acid loving plants: Excavate and remove existing soil to a depth of 18" below finish grade. Install the following soil mix to finish grade anticipating settling, compaction, etc., thoroughly till bottom six inches of new soil into top six inches of existing sub-base, where applicable, then install remaining new soil mix.

a. 25% top soil

b. 50% peat moss

c. 25% turf-n-tee

d. 8 lbs. per cu. yd. bone meal

e. 8 oz. per cu. yd. iron sulfate

308-2.4 Finish Grading

Add the following subsection:

308-2.4.1 Landscape Grading

A. Landscape Fine Grading: All landscape areas shall be graded within approximately 1/10 (0.10) feet of grades indicated on the Plans. Finish grades shall be established after existing grades have been shot.

1. Under this section all soil shall be brought to grades as indicated on the Plans, importing soil as necessary and anticipating the installation of soil amenders and settling and/or compaction. Imported soil shall be compacted to a minimum of 80% and a maximum of 85% prior to soil preparation. (The soil shall not be worked when the moisture content is so great that excessive compaction will occur nor when it is so dry that clods will not break readily) Water shall be applied, if necessary, to provide ideal moisture for filling and for planting as herein specified.

2. Finish grades not specifically indicated on drawings shall be governed as follows:

a. For shrubs and groundcover areas, 1 1/2" below adjacent paving, curb and mowing strips unless otherwise shown on drawings.

(1) All areas except lawn: Make entire area smooth and event to finish grade. Cultivate all areas so that there are no humps or hollows, so that areas drain as indicated. Grade to allow free flow of surface water to drainage devices without it puddling or ponding. Cultivate entire planting area to a depth of 6" minimum and remove all rock in excess of 3/4" in diameter, rubble, construction material and waste and any other deleterious material.

b. Finish grade of soil planters to be no more than 3" from top edge of planter after compaction unless otherwise shown in drawings.

B. Backfill, Imported Fill or Artificial Soil and Gravel: Prior to the installation of any imported fill, backfill, gravel fill or sub-base, required under the work of this section, the Contractor shall observe the integrity of all water-proofing and damp-proofing membranes which occur over, on or against any construction which said material is to be installed. Contractor is to correct any defects which might affect the performance of the above membranes prior to proceeding with any work.

C. Topsoil: Import additional topsoil only as required to bring planting area up to finish grade. Topsoil shall be imported by the Contractor and shall be of the quality specified herein. Soil shall be spread and cultivated so that no overt settling takes place at any time.

D. Remove all stumps, roots and stones larger than 3/4 inches diameter and vegetative growth not shown to remain.

E. All soil polluted by gasoline, oil, plaster, construction debris, or other substances which would render it unsuitable for a proper plant growth medium shall be removed from the premises where or not such pollution occurs or exists prior to or during the Contract period.

F. Dispose of buried debris found upon any excavation and grading to an approved landfill or offsite location at no additional expense to the Agency.

G. Finish grade of soil in planters to be no more than 3" from top edge of planter after compaction unless otherwise shown on the Plans.

308-4 PLANTING

308-4.1. General

Add the following:

1. Do not install any plant material until irrigation system is installed, tested operated, and approved by the Engineer. Planting, staking, and tying of trees to be followed by planting of

shrubs, ground cover in respective order. Plans indicate the desired size, type and location of plant material and are to be as close as possible. In the event changes from indicated locations are deemed necessary by the Engineer, they shall be made by the Contractor without additional cost to the Agency, provided the change is ordered before the particular plant material is installed.

2. When plant material is spaced in rows, the total dimension shall be verified and the plants equally spaced within the designated area.

3. The term "Planting Area" shall mean all areas to be planted with trees, shrubs, and groundcover.

4. Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally accepted horticultural practice.

5. All rock and other growth and debris accumulated during the duration of the Project shall be removed from the site.

6. Grading and soil preparation work shall be performed only during the period when beneficial and optimum results will be obtained. If the moisture content of the soil should reach such a level that working would destroy soil structure, grading operation shall be suspended until the moisture content is increased or reduced to required levels and the acceptable results will be likely to be obtained.

B. Planting

1. All plants shall be installed with main stems bearing the same relation to finished grade that they did in their place of growth. All plants shall be located in the center of plant pits. All main stems shall be vertical.

a. No plant shall be planted if the rootball is broken or cracked either before or during the process of installation.

b. No wilted plant shall be planted.

c. Water all plants immediately after installation.

C. Backfill for Plant Pits

1. Fill with backfill to proper height to receive the plant, and thoroughly tamp the mixture before setting the plant.

2. Set plant in upright position in the center of the hole, and compact the backfill mixture around the rootball.

3. Thoroughly water each plant until the hole is 2/3 full.

4. After watering, tamp the soil in place until the surface of the backfill is level with the surrounding grade.

5. Backfill

a. For all container sized plants on grade (with the exception of acid-loving plants), backfill shall be a uniform mixture of the following ingredients (by volume) unless advised otherwise by results of soils testing laboratory:

70% excavated soil

30% organic soil amender

4 pounds per cubic yard 10-10-10 Commercial Fertilizer

1 ounce iron sulfate per cubic yard

b. All backfill shall be installed and semi-compacted in a manner so that after settling, the base of plan stem is flush with adjacent finish grade. During backfilling, place fertilizer tables near, but not in direct contact with, the bottom half of the rootballs at the following rates:

One tablet per 1 gallon plant

Two tablets per 5 gallon plant

Ten tablets per 36 inch box

Twelve tablets per 42 inch and larger boxes

6. Rooted Cuttings or Seedlings (Ground Cover): Plants shall be grown in flats until time for planting. At time of planting, pits for plants from flats shall be at least 6" x 6" and the earth around each plant shall be firmed sufficiently to force out all air pockets. Water immediately after planting and keep root zone adequately moist for the duration of the work.

The unit price for this bid item shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required for construction and in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

BID ITEM NO. 21: CONSTRUCT COLOR CONCRETE PERMEABLE PAVERS.

Work under this item shall include the furnishing of all labor, equipment, materials, and appurtenant costs associated with the construction of permeable paver sidewalk.

Permeable Paver Sidewalk shall comply with the Standard Specifications for Public Works Construction, Latest Edition; the requirements of the General Provisions, Technical Provisions, and these Special Provisions.

This bid item includes sub-grade preparation and construction of the permeable paver sidewalk structural section as denoted on the project plans.

Payment for this item shall be made at the unit price indicated in the Bid Schedule and progress payments shall be made upon the quantity placed and completed on the last day of each month. No payment will be made for materials delivered but not incorporated into the work.

BID ITEM NO. 23: SAWCUT AND REMOVE FULL DEPTH ASPHALT CONCRETE PAVEMENT (2' WIDE X 10" DEEP). PAVE FULL DEPTH ASPHALT CONCRETE PAVEMENT (10" MIN.).

This Bid Item shall include all labor and materials required to remove and dispose of existing A.C. pavement, base, and subgrade material to a depth of 10" from finish surface and construct A.C. Pavement. The asphalt type shall be type B-PG 64-10 for the slot cut. The asphalt shall be type C2 PG 64-10 for the 2" overlay.

All asphalt concrete pavement shall conform to Subsection 203-6, "Asphalt Concrete" of the Standard Specifications and all asphalt concrete pavement shall be constructed in accordance with Subsection 302-5, "Asphalt Concrete Pavement" of the Standard Specifications as modified herein, and to the lines and grades indicated in the project plans.

The CONTRACTOR shall furnish to the City reports from the supplier certifying that the asphalt pavement materials and proportions comply with the designated classifications for asphalt concrete pavement as required herein, or as directed by the Engineer.

Prime Coat will not be required on this project. Tack Coat shall be required and uniformly applied to existing hard-surfaced pavement including the vertical portions of all A.C. and P.C.C. surfaces to be joined.

Subsection 302-5.41, "Tack Coat":

Tack coat material shall be Grade SS-1h emulsified asphalt. Tack coat shall be applied at a rate of 0.05 gallons per square yard.

Subsection 302-5.6, "Rolling": The following is hereby added to the first paragraph:

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Subsection 302-5.7, "Joints": The following is hereby added to the first paragraph:

Joint lines between successive runs shall be on lane lines.

Cold milling existing asphalt pavement in accordance with Section 302-1, "Cold Milling of Existing Pavement" of the Standard Specifications. All cold milling (grinding) shall be included in the bid item including 2" and variable grinding. The locations of the cold mill of asphalt concrete is noted on the Plans.

The CONTRACTOR shall provide adequate protection to trees, curbs, gutters, and other adjoining structures to ensure against damage from planning operations.

The unit price for asphalt concrete pavement shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required to construct the pavement in accordance

with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

BID ITEM NO. 24: EXCAVATION AT BULBOUTS.

This bid item shall include all work necessary for the excavation and disposal of materials as necessary to achieve the required sub-grade elevations and top of base in the street rehabilitation and reconstruction areas. This work shall conform to the provisions in Section 300-2, "Unclassified Excavation" of the Standard Specifications and the following specifications.

Excavations

Excavations shall be examined by the Soils Engineer. If determined necessary by the geotechnical consultant, further excavation or overexcavation and refilling of overexcavated areas shall be performed.

All excavated material shall become the property of the Contractor and shall be disposed of at an appropriately licensed land fill facility.

All compaction tests will be performed at the expense of the AGENCY except that costs for non-passing tests shall be borne by the Contractor. The total cost of non-passing tests will be determined at the conclusion of construction.

Demolition and Removal of Existing Improvements

Work under these items shall include the furnishing of all labor, equipment, materials, and appurtenant costs associated with the demolition and removal of existing improvements as shown on the project plans. Materials to be demolished and removed include A.C. pavement, roadway base material, sub-grade material, P.C.C. sidewalk,

P.C.C. pavement, P.C.C. cross-gutter/longitudinal gutter, P.C.C. curb ramps, P.C.C. curb and gutter, trees, and an existing street light.

Demolition and removal of existing improvements shall comply with Sections 300-1 - Clearing and Grubbing, and 300-2 - Unclassified Excavation of the Standard Specifications for Public Works Construction, Latest Edition; the requirements of the General Provisions, Technical Provisions, and these Special Provisions.

All P.C.C. or A.C. pavement to be removed shall be saw cut in a straight line along the limits of removal to a depth that will allow for the removal without damaging the improvements to remain. The cost for saw-cutting shall be included in these bid items and no additional payment will be made thereof.

Payment for excavation and disposal shall be per cubic yard and in accordance with the provisions of Subsection 300-2.9, "Payment" of the Standard Specifications, and shall include full compensation for labor, materials and equipment necessary to complete this Bid Item.

BID ITEM NO. 20: CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP A88A, CASE A, DETAIL B

BID ITEM NO. 25: CURB AND GUTTER AT BULBOUTS

BIDITEM NO. 26: CONSTRUCT PARKWAY DRAIN PER SPPWC STD. PLAN 151-2, S=PER PLAN, H=4" (COMPLETE).

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS; ETC.

303-5.1 REQUIREMENTS

303-5.1.1 General. This section is hereby deleted and replaced with the following:

Portland Concrete Cement (PCC) items shall be constructed in accordance with Section 303-5 of the SSPWC, referenced Standard Drawings, and as listed herein. Slab thickness and curb heights shall be as shown on the Construction Plans and applicable Standard Drawings.

Portland cement concrete (PCC) mix shall be 560-C-3250 Type V high early cement, for curb and gutter, driveway, local depression, and sidewalks. Concrete shall meet the requirements of Sections 201-1, 303-5 and 400-3 of the SSPWC, and as amended in these Contract Documents.

All forms shall be set to the true lines and grades as shown on the plans and typical cross-sections. The depth of forms for the gutter shall be equal to the full depth of the structure. The forms on the front of curbs shall be removed not less than 2 hours or more than 6 hours after the concrete has been placed.

All other forms shall remain in place until the concrete is thoroughly set. Forms shall be cleaned thoroughly and coated with light oil before subsequent. Warped or rough forms will be rejected.

Finishing of concrete items shall conform to Section 303-5.5 of the SSPWC. A mortar finish will not be allowed or accepted under any circumstances.

Weakened plane joints for sidewalks shall match adjacent concrete surfaces. Weakened plane joints shall be installed at regular intervals not exceeding 15 feet. Weakened plane joints shall be constructed in accordance with Section 303-5.4.3 of the SSPWC.

Exposed concrete surfaces shall be cured in accordance with Section 303-5.6 of the SSPWC.

If existing infrastructure items such as, but not limited to, curb, curb and gutter, asphalt concrete pavement, curb inlet, driveways, cross gutters, and existing landscaping are damaged due to or associated with the construction of the proposed improvements, then the Contractor shall replace, repair or restore the damaged work to the satisfaction of the Resident Engineer at the Contractor's expense.

Truncated domes shall be as manufactured by Safety Step TD (or approved equal). Installation shall be per manufacturer's recommendations. Color of the truncated shall be approved by the city

engineer.

The joint filler strips shall be in one piece, pre-cut to true cross-section and installed true to line and grade and at true angles to the curb and gutter line. Edges of expansion joints shall be rounded with an approved edging tool having a radius not to exceed ¼-inch and all excess concrete shall be removed from around the joint.

Payment for sawcutting, removals, excavation, hauling, concrete pavement, sawcutting and repaving of asphalt, detectable warning surface, equipment and labor required to perform the work included in these bid items shall be included in the unit price bid and no additional compensation will be allowed. Payment shall conform to the provisions in Subsection 303-5.9 "Measurement and Payment" of the Standard Specifications.

BID ITEM NO. 27: REPLACEMENT OF TRAFFIC SIGNAL LOOP DETECTORS

Loop detectors shall conform to the requirements of the State Standard Specification.

Loop detector located on crosswalk/limit line shall be per Caltrans Standard Plan ES-5B, Type D Loop Detector Configuration and shall be assigned a separate detection channel from other loops. All other loop detectors shall be per Caltrans Standard Plan ES-5B, Type E Loop Detector Configuration 6' diameter round.

Round loops shall conform to the following:

CONTRACTORS to core drill a round traffic loop to be six (6) feet in diameter x one half (0.500) of an inch in width x three (3) inches in depth. Sawcut to the appropriate pull box. Sawcut to be 0.250 inches x 3.5 inches in depth.

Loop wire shall be type I. Conductors for each inductive loop detector shall be continuous and unspliced from the pull box adjacent to the loop to the field terminals in the cabinet. PVC conduit per Caltrans Standard Plan ES-5D, Curb Termination Detail Type B, shall be installed wherever a loop wire sawcut crosses an expansion joint or pavement type change.

Loops shall be installed on the same day as which the loop slots are cut. This shall include placement of the loop conductors and sealant. Loops shall be sealed with a hot melt rubberized sealant. For circular loops a pre-formed loop wire will be stacked in the cuts and secured from floating.

Also included in this bid item is the installation of one new DLC and one new loop detector card per phase for which loops are being replaced. Contractor shall install DLC and loop detector cards in existing conduit and equipment so as to provide a separate detection channel per phase for Type D loops.

Payment for the replacement of loop detectors shall be per each. All the requirements stated above shall be included in the unit price bid and no additional compensation shall be made thereof.

BID ITEM NO. 28: UTILITY ADJUSTMENT

Manholes and other utilities shall be adjusted to grade in accordance with ~~Section 302-5.8, "Manhole"~~ of the Standard Specifications and City Standards.

Payment shall be made at the unit bid price per each. Payment for all removals, excavation, materials, equipment and labor required to adjust the utility covers to grade shall be included in the unit bid price per each.

BID ITEM NO. 31: NEW TRAFFIC SIGNAL STREET SIGNS

REFLECTIVE-STREET-NAME SIGNS

Reflective Street Name signs, mounted on traffic signal mast arm, shall conform to the State Standard Specifications, and shall be hinge mounted. The background color and layout shall per the City of San Gabriel standards and be approved by the Engineer prior to installation. The sheeting for the reflective street name signs shall be 3M High Intensity Prismatic sheeting with 1160 UV protectant film.

BID ITEM NO. 35: PAINT TRAFFIC STRIPING, LEGENDS, ARROW MARKINGS, SIGNAGE, AND CURB PAINT, PARKING STALL STRIPING

All striping and pavement markings work shall be in accordance with the latest edition of the State of California Department of Transportation Standard Plans and the 2012 California Manual of Uniform Traffic Control Devices unless noted otherwise on the plans or contained in these specifications.

All reflective and non-reflective pavement markers shall be replaced or reset using adhesives specified in Sections 95-2.05, "Standard Set Epoxy Adhesive for Pavement Markers," and 95-2.04, "Bituminous Adhesive for Pavement Markers" contained in the State of California Department of Transportation Standard Specifications, Latest Edition. All existing fire hydrants including "pop-off" and recycled-water hydrants are considered to have an identifying blue reflectorized marker in the proper location in the street, and said marker will be replaced by the CONTRACTOR as required by the City or by the Fire Department. There shall be no separate payment for this work.

All striping shall be "cat-tracked" by the CONTRACTOR and approved by the Engineer prior to placement of permanent striping. Spotting shall be completed prior to the removal of any existing stripes.

All reflective and non-reflective pavement markers shall conform to the provisions of Section 214-6, "Pavement Markers" and be placed in accordance with Section 314-4.3, "Painted Traffic Striping and Curb and Pavement Markings" of the Standard Specifications.

All striping and pavement markings shall be per Caltrans Standard Plans A20A, A20B, A20D, A24A, A24C, A24D and A24E.

The contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer. No striping shall be installed until the layout and spotting has been specifically approved by the Engineer.

Road Side Signs

Roadside signs shall conform to the provisions in Section 56-2, "Furnish Sign Panels," of the State Standard Specifications, California Manual of Uniform Traffic Control Devices and these special provisions. Detail drawings of the standard signs are available from the California Department of Transportation. All sign layouts shall be the CONTRACTOR'S responsibility and shall be subject to the City Engineer's approval.

All appurtenances and hardware necessary for sign installation shall be furnished by the CONTRACTOR.

CONTRACTOR shall be responsible for removal of conflicting signs to complete construction.

All signs shall be fully reflectorized. No finished sign shall have more than one splice and no splice shall fall within 2" of the sign edge. When splices are necessary, the adjoining reflective sheeting shall be color matched under both incident and reflected light.

Reflective sheeting shall be VIP Diamond Grade sheeting as manufactured by the 3M Company with a high intensity, of 250 candlepower, as manufactured by the 3M Company. The sheeting shall be guaranteed by the manufacturer in writing.

Sign blanks shall be new sheet aluminum of allow 50-52 H 38. Thickness shall not be less than .080."

Sign posts shall be Telspar Unistrut square tube steel with breakaway feature.

Sign panels shall be installed at elevations not greater than seven (7) feet nor less than six (6) feet to the bottom of the sign. At locations where existing signs interfere, the existing signs shall be moved up or down as directed by the Engineer.

Sign panels shall be mounted with 3/8" diameter stainless steel bolts.

Sign panels on street light or traffic signal poles (excluding mast arm mounted street name signs) shall be installed using the strap and saddle method. Sign panels on traffic signal mast arms (excluding street name signs) shall be installed per Standard Plan ES-7N, Detail U.

Sign posts shall be installed with a minimum of 30" in the ground.

Payment for traffic signs, paint striping, markings, and legends shall be on a lump sum basis and shall be considered as full compensation for all labor, materials, equipment and all things necessary to complete the work in place and no additional compensation will be made thereof.

APPENDIX A - SAMPLE CONTRACT TO BE EXECUTED

CITY OF HUNTINGTON PARK

PUBLIC WORKS CONTRACT

PACIFIC BLVD IMPROVEMENTS

City Contract No.: _____

THIS AGREEMENT "Agreement" is made and entered into this ____ day of _____, by and between the CITY OF HUNTINGTON PARK, a Municipal Corporation located in the County of Los Angeles, State of California hereinafter called CITY, and _____, [a corporation/partnership/limited liability company corporation], located at _____ hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

CITY, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before _____, for the following:

PACIFIC BLVD IMPROVEMENTS

in the City of HUNTINGTON PARK, California, hereinafter called PROJECT.

At _____ on said date, in the HUNTINGTON PARK Council Chambers, said bids were duly opened.

At its regular meeting held on _____, the CITY Council duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE I - CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR's Proposal, and all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner.

security.

Substitution of Securities for Retention. The contractor may deposit securities in lieu of the 5% progress payment retentions in accordance with California Public Contracts Code 22300.

ARTICLE IV - CONTRACTOR REPRESENTATIONS

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amounts set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

Furthermore, CONTRACTOR hereby represents and warrants that it is not currently, and has not at any time within the past five (5) calendar years been, suspended, debarred, or excluded from participating in, bidding on, contracting for, or completed any project funded in whole or in part by any federally funded program, grant or loan, or any project funded in whole or in part by a program, loan or grant from the State of California, and that CONTRACTOR currently has and for the past five (5) calendar years has maintained in good standing, a valid California contractor's license. CONTRACTOR agrees to complete and execute any statement or certificate to this effect as may be required by the City or by any federal or State of California program, loan or grant utilized on this project.

ARTICLE V - COMMENCEMENT DATE

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to CONTRACTOR by the Director of Community Development and Public Works of CITY and shall complete work on the PROJECT within **working days** after City's Notice to Proceed with Construction.

ARTICLE VI - NO DISCRIMINATION

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this CONTRACT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

ARTICLE VII - LABOR CODE REQUIREMENTS

Compliance with SB 854 Registration: This Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Contractor acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of this Agreement by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement will be made available upon request from the City Engineer's Office.

Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2). The Contractor shall post WH-1321 ENGLISH and WH-1321 SPANISH at the work site.

Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to \$50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing

wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

This is a federally-assisted CONSTRUCTION CONTRACT. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail. Modification of Federal Wage Rates published within ten (10) days prior to the scheduled Bid Opening date shall apply to the contract.

The Contractor shall submit payroll records to the City weekly for each week in which any contract work is performed. The Contractor is also responsible for the submission of payroll records by all its Subcontractors performing any contract work on this Project.

The payroll records submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a) (3) (i) of 29 C.F.R. Part 5. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract, and shall certify the following:

- The payroll records for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete;
- Each employee employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;
- Each employee has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

This information may be submitted in any form desired, however, Form WH-347 is provided as an optional template. The Contractor shall submit a Statement of Non-Performance for each week of work for which craft work was not performed.

The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The Contractor shall submit copies of apprentice certification(s) for each apprentice performing work on the Contract to accompany the first payroll record in which that apprentice appears. The City will recognize apprentice certifications from the U.S. Department of Labor and the California Division of Apprenticeship Standards. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

The CONTRACTOR's duty to pay State prevailing wages can be found under Labor Code Section 1770 et q. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

The Contractor agrees that the City, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons, such as employee interviews. If any site visit is made by the City on the premises of the Contractor or any of its Subcontractors under this Contract, the Contractor shall provide and shall require its Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of City representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or Subcontractor(s).

If the work involves excavation of any trench five feet or more in depth the contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection. Such plan shall be approved by a qualified representative of the City. (LC 6705).

ARTICLE VIII - PROVISIONS REQUIRED BY LAW

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project. Such laws, rules and regulations shall include, but not be limited to the following.

Contractor's License.

The Contractor shall possess a type _____ California Contractor's license at the time of award of the Contract.

Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Contract.

Unfair Business Practices Claims.

The Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5,

California Public Contract Code.).

Hazardous Materials and Unknown Conditions:

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
 - 1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 - 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.
- B. Pending a determination by CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through its Director of Community Development and Public Works, or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE IX - INDEMNITY

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees from any and all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR's work pursuant to this Contract, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract, regardless of responsibility of negligence; provided

- A. That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with

CITY by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.

- B. That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- C. This hold harmless provision shall not apply to claims, loss, damage, injury or liability caused by the active negligence of City (Civil Code 2782).

ARTICLE X - BONDS

CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY a bond, or bonds, in a form satisfactory to the CITY, in the sum of one hundred percent (100%) of the Contract price thereof conditioned upon the faithful performance of this Contract and upon the payment of all labor and materials furnished in connection with this Contract.

ARTICLE XI - INSURANCE

CONTRACTOR shall not commence work under this Contract until CONTRACTOR has obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

- A. COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this Contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this Contract at the site of the PROJECT is not protected under any Workers' Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify CITY and Construction Manager (Transtech Engineers, Inc.) for any damage resulting to the CITY from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.
- B. COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this Contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect CITY, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this Contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be

as follows:

1. Public Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
2. Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
3. Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
4. Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth hereinabove.

- C. PROOF OF INSURANCE. The insurance required by this Contract shall be with insurers which are Best A rated, and California Admitted or better. The CITY shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish CITY, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.
- D. NOTICE TO COMMENCE WORK. The CITY will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this Contract until CONTRACTOR has provided to the CITY the proof of insurance as required by subparagraph (C) of this article.

ARTICLE XII - ATTORNEY FEES

If either party to this Contract is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this Contract, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs. Attorney's fees shall include reasonable costs for investigating such action.

ARTICLE XIII - LIQUIDATED DAMAGES

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the CITY in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of _____ DOLLARS (\$) shall be presumed to be the amount of damages suffered by the CITY for each calendar day's delay in the starting and/or completion and acceptance of said PROJECT

after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum _____ DOLLARS (\$) _____) as liquidated damages for each calendar day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Any and all such liquidated damages assessed shall be done so in accordance with that certain edition of the *Standard Specification for Public Works Construction* currently in effect on the execution date of this Contract. The payment of such liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code § 3275 or § 3369.

CONTRACTOR: _____
a California Corporation

CITY OF HUNTINGTON PARK
a Municipal Corporation

by: _____
President

by: _____
Mayor

ARTICLE XIV - NOTICE OF COMPLETION

Upon completion of PROJECT and acceptance of same by the CITY, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XV - NO ASSIGNMENT

This Contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the CITY thereto. Such consent shall be within the CITY's sole discretion.

ARTICLE XVI - CUMULATIVE RIGHTS

The provisions of this CONTRACT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

ARTICLE XVII - TERMINATION

- A. Termination for Convenience. The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the

CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

- B. Termination for Default. If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.
- C. Waiver of Remedies for any Breach. In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

CONTRACTOR: _____
a California Corporation

CITY OF HUNTINGTON PARK
a Municipal Corporation

by: _____
President

by: _____
Mayor

ARTICLE XVIII – FEDERAL REQUIREMENTS

Notwithstanding any other provision of this Agreement, if the construction work covered under this Agreement is financed in whole or in part with assistance provided under a program of the U.S. Department of Housing and Urban Development or some other source of Federal funding, Contractor shall also comply with and cause its subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in the periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010) available from the Agency's Compliance Division. If Contractor is required to comply with the Davis-Bacon Act, Contractor shall pay the higher of Davis-Bacon Act or state prevailing wages, on a trade-by-trade basis. By entering into this Agreement, Contractor certifies that it is not a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or if HUD funds are involved, to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. Contractor agrees to include, or cause to be included, the above provision, to be applicable to contractors and subcontractors, in each contract and subcontract for work covered under this Agreement.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents papers and records of the Contractor and any subcontractors which are directly pertinent to this Agreement, for the purpose of

making audit, examination, excerpts and transcriptions. Contractor shall maintain all required records for three years after City makes final payments and all other pending matters are closed.

Contractor shall comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. §874, as supplemented in Department of Labor regulations. (29 C.F.R. part 3.)

Contractor shall ensure compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327 – 33, as supplemented by Department of Labor regulations. See 29 C.F.R. part 5.

Contractor and any subcontractors must comply with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 C.F.R. part 3.)

If the Compensation exceeds \$100,000, Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency (EPA) regulations, which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. (See *e.g.* 47 C.F.R. §18.36(i)(12).)

If the Compensation exceeds \$100,000 for construction or facility improvements, Contractor must observe the building requirements contained in Attachment B of OMB Circular A-110.

-----SIGNATURES ON FOLLOWING PAGE-----

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the ____ day of _____, 20__, by their respective officers duly authorized in that behalf.

CITY OF HUNTINGTON PARK
a Municipal Corporation

by: _____
Karina Macias, Mayor

ATTEST:

by: _____
Donna Shwartz, City Clerk

APPROVED AS TO FORM

by: _____
_____, City Attorney

CONTRACTOR _____
a California Corporation

by: _____
President

by: _____
Secretary

Guarantor

Date

Contractor

By

Title

[NOTARY REQUIRED]

**FAITHFUL PERFORMANCE BOND
PACIFIC BLVD IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of HUNTINGTON PARK, in the penal sum of _____ dollars (\$ _____), which is 100 percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract with the City for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City; provided that any alternations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

CONTRACTOR* _____

SURETY* _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC: _____

**LABOR AND MATERIAL PAYMENT BOND
PACIFIC BLVD IMPROVEMENTS**

WHEREAS, _____, as Principal, has entered into a contract dated _____, _____, (the "Contract") with the City of _____ (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____ and all appurtenant work in accordance with the plans and specifications for Project No. _____, which requires Principal to file this bond to secure claims made under Civil Code Section 9100 et seq.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all subcontractors, laborers, materialpersons and other persons employed in the performance of the referenced Contract, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

State of California)
County of Los Angeles)

On _____, before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPENDIX B - PROJECT PLANS

CITY OF HUNTINGTON PARK

PUBLIC WORKS AND ENGINEERING DEPARTMENT

PACIFIC BOULEVARD IMPROVEMENTS

FROM FLORENCE AVENUE TO SLAUSON AVENUE

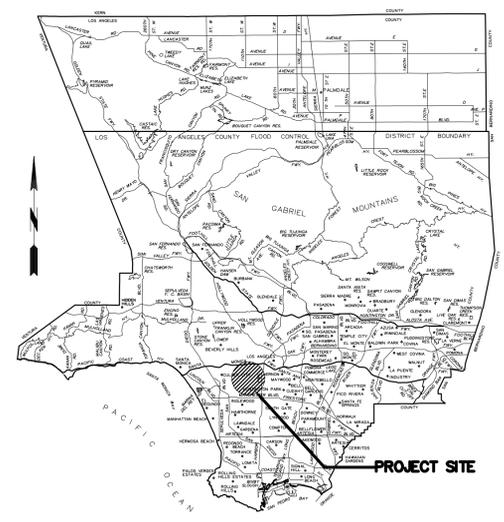
CITY PROJECT NO. _____

GENERAL CONSTRUCTION NOTES

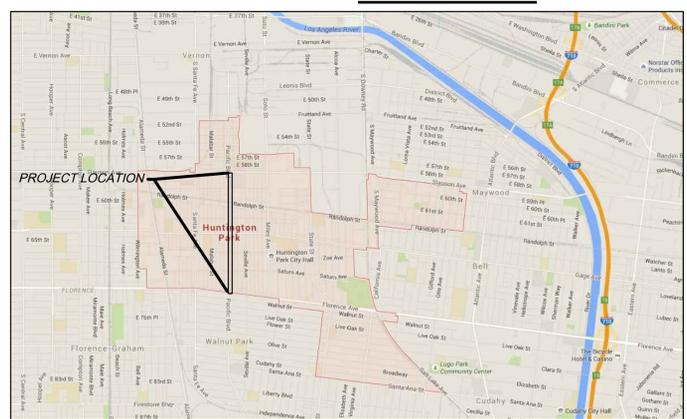
- ALL WORK SHALL CONFORM TO THE "STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", LATEST EDITION, INCLUDING SUPPLEMENTS, AND THE CITY OF HUNTINGTON PARK DEPARTMENT OF PUBLIC WORKS "STANDARD PLANS AND SPECIFICATIONS".
- APPLICATION FOR INSPECTION TO THE CITY OF HUNTINGTON PARK DEPARTMENT OF PUBLIC WORKS SHALL BE MADE BY THE CONTRACTOR BEFORE THE SERVICES THEREOF WILL BE REQUIRED. REQUESTS FOR INSPECTION SHALL BE MADE 48 HOURS IN ADVANCE OF REQUIRED INSPECTION.
- WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY CITY ORDINANCE FOR NEW DEVELOPMENTS AND REPLACEMENT OF DISTURBED OR COVERED EXISTING MONUMENTS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO APPLY TO THE CITY ENGINEER'S OFFICE, PERMIT SECTION, PRIOR TO CONSTRUCTION FOR AN ENCROACHMENT PERMIT FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
- NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER.
- IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, ALL WORK SHALL STOP, AND THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
- ALL TRAFFIC CONTROL DEVICES, SIGNS, MARKINGS OR STRIPING SHALL BE IN PLACE PRIOR TO PAVING. STREET STRIPING SHALL BE COMPLETED PRIOR TO STREET OPENING. TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY ENGINEER.
- DRIVEWAY INFORMATION IS TENTATIVE. CONTRACTOR SHALL CONSULT WITH THE CITY ENGINEER PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AS REQUIRED PRIOR TO THE START OF WORK. UPON EXPOSING ANY UTILITY'S UNDERGROUND FACILITY THE CONTRACTOR SHALL NOTIFY THAT UTILITY IMMEDIATELY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE ALIGNMENT OF THE PROPOSED IMPROVEMENTS, AND IN THE EVENT OF SUBSTRUCTURE DAMAGE, HE SHALL BEAR THE TOTAL COST OF REPAIR OR REPLACEMENT.
- THE CONTRACTOR SHALL NOT CONDUCT ANY OPERATIONS OR PERFORM ANY WORK PERTAINING TO THE PROJECT BETWEEN 5:00 P.M. AND 7:00 A.M. ON ANY DAY NOR ON SATURDAY, SUNDAY, HOLIDAY AT ANY TIME EXCEPT AS APPROVED BY THE ENGINEER.
- TREES, FOLIAGE, SIGNS, AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED IN KIND.
- THE CONTRACTOR IS ADVISED THAT ALL EXCAVATED MATERIALS SHALL BECOME HIS PROPERTY AND SHALL BE REMOVED FROM THE JOB-SITE UNLESS INSTRUCTED BY THE CITY ENGINEER TO DO OTHERWISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO DRIVEWAYS AT THE END OF EACH WORKING DAY TO THE SATISFACTION OF THE CITY ENGINEER.
- THE CONTRACTOR SHALL ADJUST ALL UTILITIES COVERS TO FINISHED GRADE.
- THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (W.A.T.C.H.) TO THE SATISFACTION OF THE CITY ENGINEER. THE CONTRACTOR WILL BE ALLOWED TO CLOSE STREETS WITHIN THE PROJECT AREA TO TRAFFIC FROM 8:00 A.M. TO 4:30 P.M., EXCEPT THAT NO TWO ADJACENT STREETS SHALL BE CLOSED AT ANY ONE TIME.
- THE CONTRACTOR SHALL PROVIDE A 72-HOUR NOTIFICATION TO THE AFFECTED PROPERTIES, POLICE DEPARTMENT, AND FIRE DEPARTMENT IN THE EVENT OF A CHANGE IN STREET CLOSURE TO TRAFFIC AND/OR PUBLIC SAFETY VEHICLES, PARKING RESTRICTIONS, AND ON EACH MONDAY MORNING DURING THE CONSTRUCTION PERIOD.
- COLD PLANING OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATION, AND SPECIAL PROVISIONS OR AS DIRECTED BY THE ENGINEER TO ALLOW A MINIMUM A.C. PAVEMENT OF 2 INCHES.
- AS REQUIRED BY THE CITY ENGINEER, THE CONTRACTOR SHALL FURNISH AND OPERATE A SELF-LOADING MOTOR SWEEPER WITH SPRAY NOZZLES AT LEAST TWICE EACH WORKING DAY TO KEEP PAVED AREAS ACCEPTABLY CLEAN WHEREVER CONSTRUCTION, INCLUDING RESTORATION, IS INCOMPLETE.
- ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALTIC CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT.

NPDES NOTES

- ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR WIND.
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
- FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
- EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
 - TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
 - SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
 - ANY SLOPES WITH DISTURBED SOILS OR DENURED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
 - THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, THE CALIFORNIA STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA 2003, OR THE LATEST REVISED EDITION, MAY APPLY DURING CONSTRUCTION (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY INSPECTOR):



LOCATION MAP



KEY MAP
NO SCALE

LEGEND

TRACT BOUNDARY	=====	PAD ELEVATION	P.E.
STORM DRAIN	=====	FINISH FLOOR ELEVATION	F.F.
LOT NUMBER	41	FINISH GRADE ELEVATION	1602.10 FG
PROPOSED BUILDING MODEL	BLDG # RES. #	FINISH SURFACE ELEVATION	1602.10 FS
WATER RUNOFF DIRECTION	→	FLOW LINE ELEVATION	1715.20 FL
WATER FLOW LINE DIRECTION	▶	TOP OF CURB	1615.20 TC
PERIMETER WALL	▬	TOP OF GRATE	1615.20 TG
STREET LIGHT	⊙	HIGH POINT	HP
FIRE HYDRANT	⊙	EDGE OF GUTTER	EG
WROUGHT IRON FENCE	—●—	RIDGE LINE	R
PARKING LIGHT	■	GRADE BREAK	GB
		GARAGE FINISH FLOOR	GGF

INDEX TO PROJECT DRAWINGS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-6	DEMOLITION PLANS
7-11	STREET IMPROVEMENT PLANS
12-22	LANDSCAPE AND IRRIGATION PLANS

CONSTRUCTION SYMBOLS

- (NO) INDICATES WORK PER CONSTRUCTION LEGEND
- (NO) A2-8 ABOVE LINE: INDICATES THE TYPE OF STANDARD OR THICKNESS OF SURFACE MATERIAL IN INCHES.
- (NO) CMB BELOW LINE: REFERENCE TO DETAIL OR THICKNESS OF BASE MATERIAL IN INCHES.
- (NO) R REMOVE
- (NO) REL RELOCATE

Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600

BENCH MARK

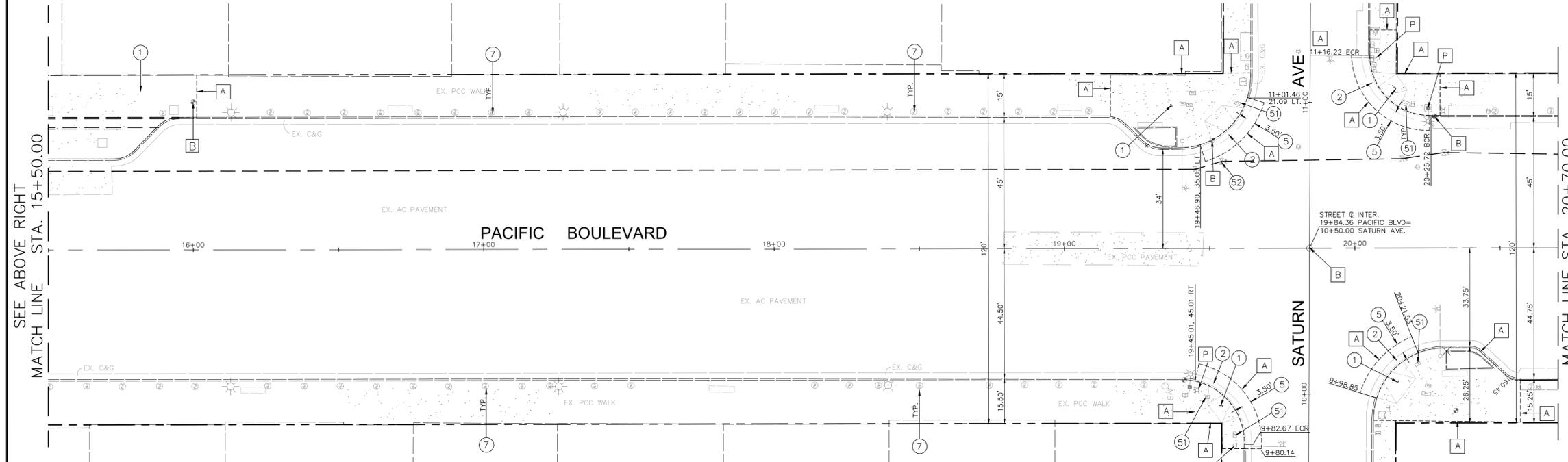
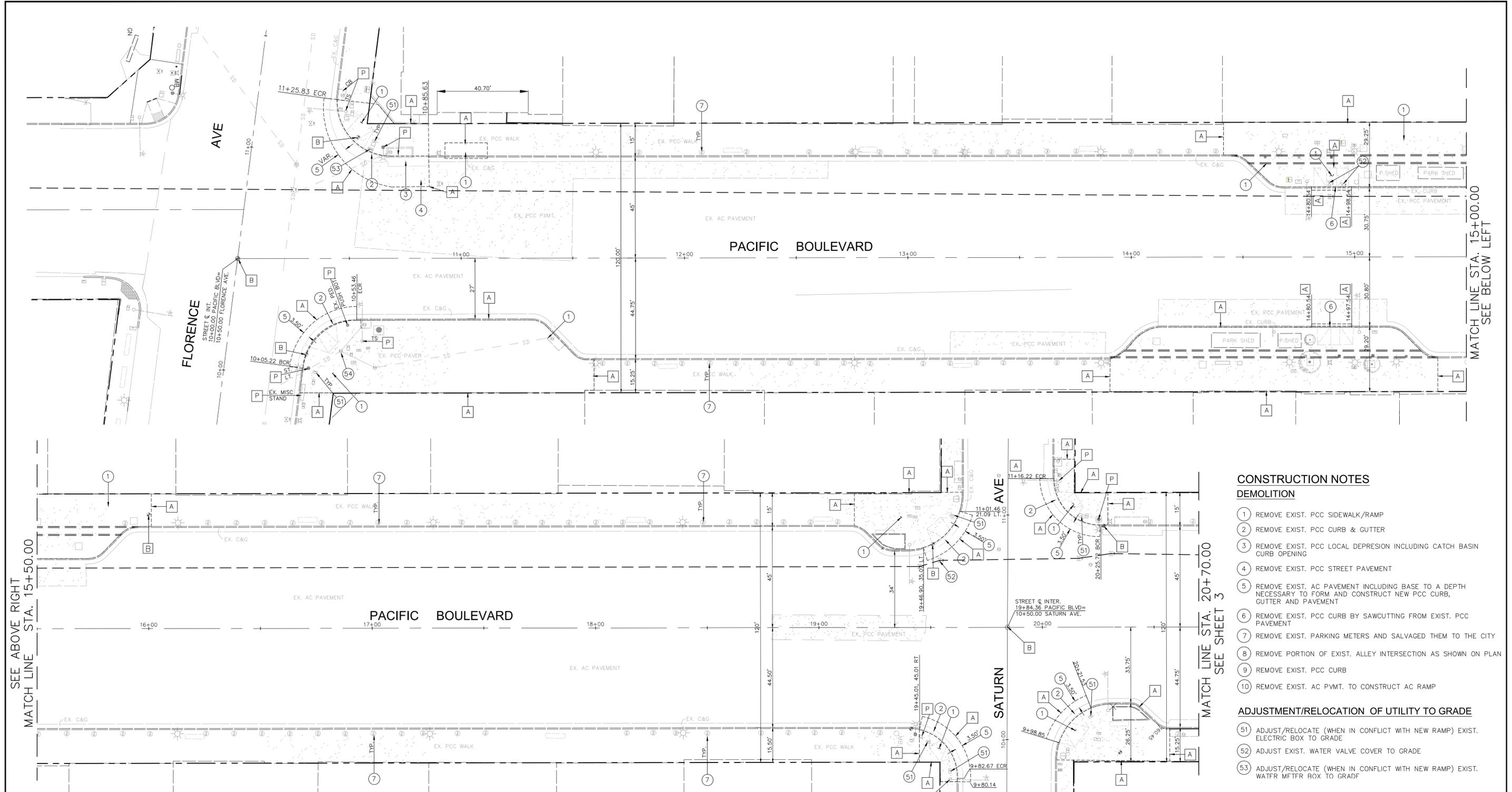
APPROVED:	NO.	REVISIONS	REVISED BY	APPROVED BY	DATE
MICHAEL ACKERMAN - CITY ENGINEER					

CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

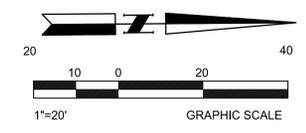
STREET IMPROVEMENT PLAN

SHEET 1 OF 22 SHEETS DWG. NO.



- CONSTRUCTION NOTES**
- DEMOLITION**
- 1 REMOVE EXIST. PCC SIDEWALK/RAMP
 - 2 REMOVE EXIST. PCC CURB & GUTTER
 - 3 REMOVE EXIST. PCC LOCAL DEPRESSION INCLUDING CATCH BASIN CURB OPENING
 - 4 REMOVE EXIST. PCC STREET PAVEMENT
 - 5 REMOVE EXIST. AC PAVEMENT INCLUDING BASE TO A DEPTH NECESSARY TO FORM AND CONSTRUCT NEW PCC CURB, GUTTER AND PAVEMENT
 - 6 REMOVE EXIST. PCC CURB BY SAWCUTTING FROM EXIST. PCC PAVEMENT
 - 7 REMOVE EXIST. PARKING METERS AND SALVAGED THEM TO THE CITY
 - 8 REMOVE PORTION OF EXIST. ALLEY INTERSECTION AS SHOWN ON PLAN
 - 9 REMOVE EXIST. PCC CURB
 - 10 REMOVE EXIST. AC PVMT. TO CONSTRUCT AC RAMP
- ADJUSTMENT/RELOCATION OF UTILITY TO GRADE**
- 51 ADJUST/RELOCATE (WHEN IN CONFLICT WITH NEW RAMP) EXIST. ELECTRIC BOX TO GRADE
 - 52 ADJUST EXIST. WATER VALVE COVER TO GRADE
 - 53 ADJUST/RELOCATE (WHEN IN CONFLICT WITH NEW RAMP) EXIST. WATER METER BOX TO GRADE

- SPECIAL NOTATIONS:**
- A SAWCUT LINE/LIMIT OF REMOVAL - REFER TO CONSTRUCTION PLAN & TO BE VERIFIED BY THE CONTRACTOR WITH THE CITY ENGINEER PRIOR TO CONSTRUCTION
 - B PROTECT EXISTING SURVEY MONUMENTS OR RESTORE
 - C JOIN AND MATCH ELEVATION/S WITH EXISTING IMPROVEMENT
 - D CONCEPTUAL BULB OUT ONLY
 - P PROTECT IN PLACE



ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600

BENCH MARK

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE



APPROVED: _____
 MICHAEL ACKERMAN - CITY ENGINEER DATE _____
 SUBMITTED: _____
 _____ DATE _____

CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

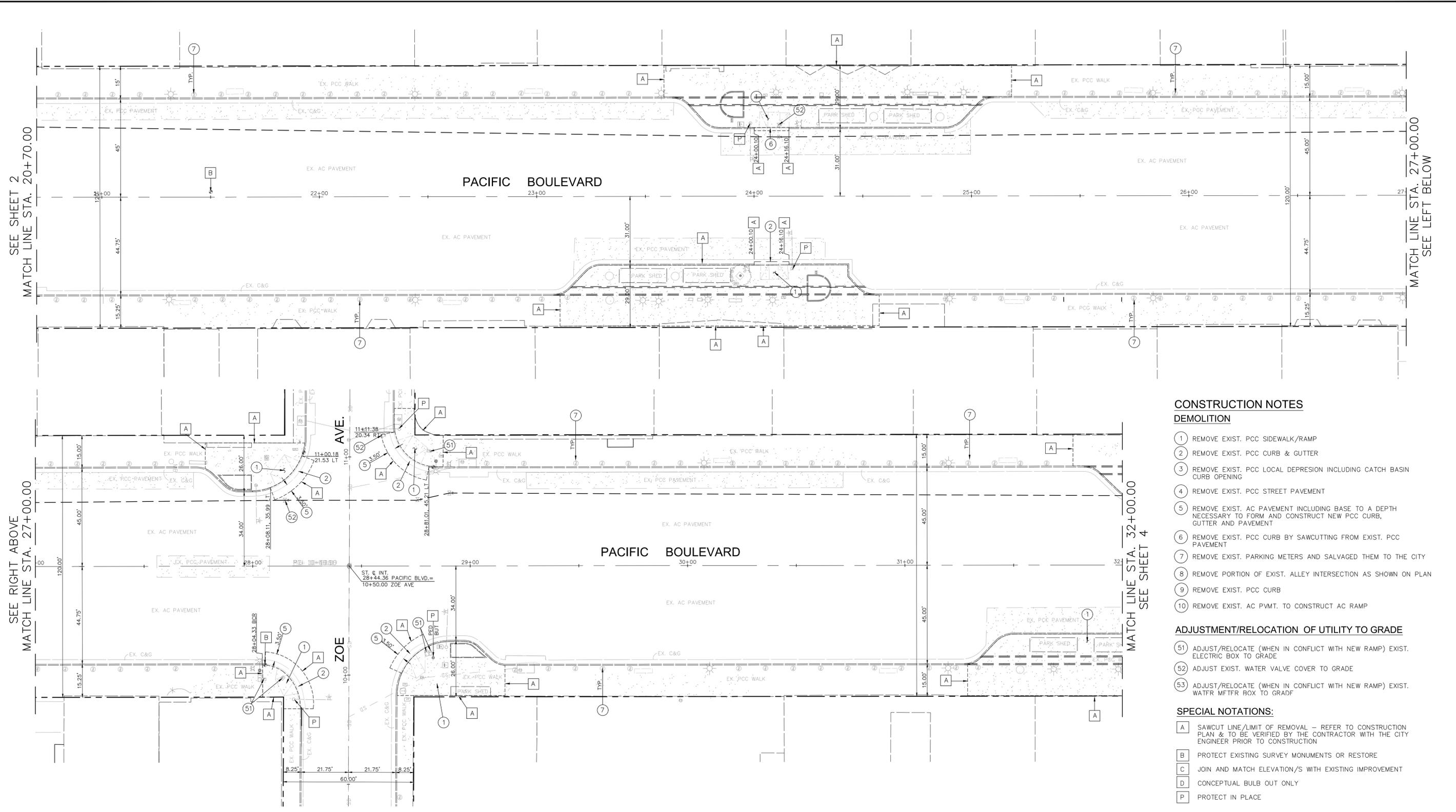
PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

DEMOLITION PLAN
 STA. 10+00.00 TO STA. 20+70.00

SHEET 2 OF 22 SHEETS

DWG. NO. _____





SEE SHEET 2
 MATCH LINE STA. 20+70.00

MATCH LINE STA. 27+00.00
 SEE LEFT BELOW

SEE RIGHT ABOVE
 MATCH LINE STA. 27+00.00

MATCH LINE STA. 32+00.00
 SEE SHEET 4

CONSTRUCTION NOTES

DEMOLITION

- ① REMOVE EXIST. PCC SIDEWALK/RAMP
- ② REMOVE EXIST. PCC CURB & GUTTER
- ③ REMOVE EXIST. PCC LOCAL DEPRESSION INCLUDING CATCH BASIN CURB OPENING
- ④ REMOVE EXIST. PCC STREET PAVEMENT
- ⑤ REMOVE EXIST. AC PAVEMENT INCLUDING BASE TO A DEPTH NECESSARY TO FORM AND CONSTRUCT NEW PCC CURB, GUTTER AND PAVEMENT
- ⑥ REMOVE EXIST. PCC CURB BY SAWCUTTING FROM EXIST. PCC PAVEMENT
- ⑦ REMOVE EXIST. PARKING METERS AND SALVAGED THEM TO THE CITY
- ⑧ REMOVE PORTION OF EXIST. ALLEY INTERSECTION AS SHOWN ON PLAN
- ⑨ REMOVE EXIST. PCC CURB
- ⑩ REMOVE EXIST. AC PVMT. TO CONSTRUCT AC RAMP

ADJUSTMENT/RELOCATION OF UTILITY TO GRADE

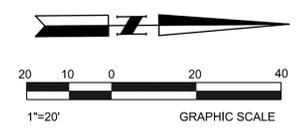
- ⑤1 ADJUST/RELOCATE (WHEN IN CONFLICT WITH NEW RAMP) EXIST. ELECTRIC BOX TO GRADE
- ⑤2 ADJUST EXIST. WATER VALVE COVER TO GRADE
- ⑤3 ADJUST/RELOCATE (WHEN IN CONFLICT WITH NEW RAMP) EXIST. WATER METER BOX TO GRADE

SPECIAL NOTATIONS:

- A SAWCUT LINE/LIMIT OF REMOVAL - REFER TO CONSTRUCTION PLAN & TO BE VERIFIED BY THE CONTRACTOR WITH THE CITY ENGINEER PRIOR TO CONSTRUCTION
- B PROTECT EXISTING SURVEY MONUMENTS OR RESTORE
- C JOIN AND MATCH ELEVATION/S WITH EXISTING IMPROVEMENT
- D CONCEPTUAL BULB OUT ONLY
- P PROTECT IN PLACE

ATTENTION

All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600



CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

DEMOLITION PLAN
 STA. 20+70.00 TO STA. 32+00.00

SHEET 3 OF 22 SHEETS
 DWG. NO.

Underground Service Alert

 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

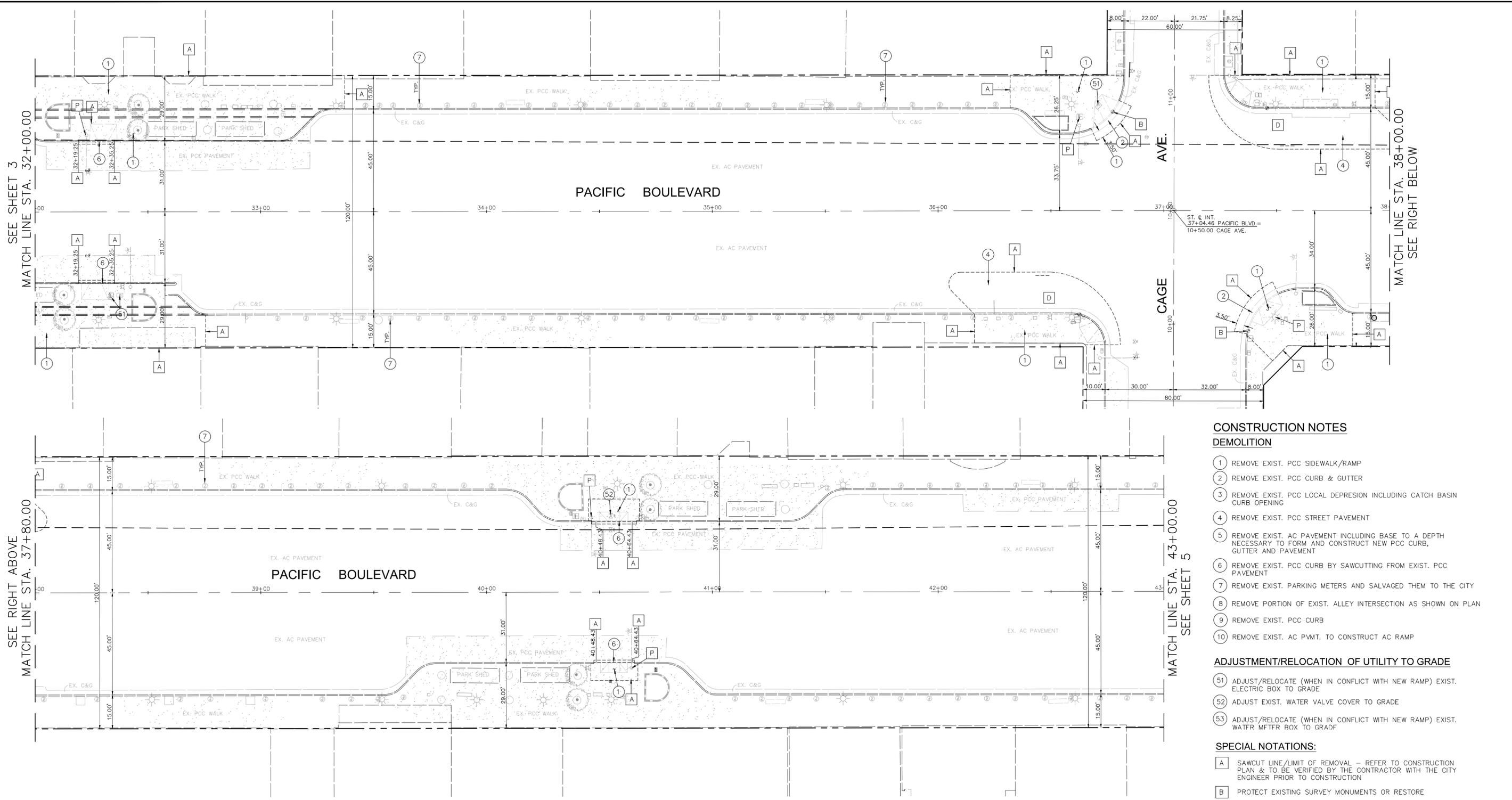
NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

TRANSTECH

APPROVED: _____ DATE _____
 MICHAEL ACKERMAN - CITY ENGINEER

SUBMITTED: _____ DATE _____

APPROVED: _____ DATE _____
MICHAEL ACKERMAN - CITY ENGINEER
SUBMITTED: _____ DATE _____



SEE SHEET 3
 MATCH LINE STA. 32+00.00

SEE RIGHT ABOVE
 MATCH LINE STA. 37+80.00

AVE.
 CAGE

MATCH LINE STA. 38+00.00
 SEE RIGHT BELOW

CONSTRUCTION NOTES

DEMOLITION

- ① REMOVE EXIST. PCC SIDEWALK/RAMP
- ② REMOVE EXIST. PCC CURB & GUTTER
- ③ REMOVE EXIST. PCC LOCAL DEPRESSION INCLUDING CATCH BASIN CURB OPENING
- ④ REMOVE EXIST. PCC STREET PAVEMENT
- ⑤ REMOVE EXIST. AC PAVEMENT INCLUDING BASE TO A DEPTH NECESSARY TO FORM AND CONSTRUCT NEW PCC CURB, GUTTER AND PAVEMENT
- ⑥ REMOVE EXIST. PCC CURB BY SAWCUTTING FROM EXIST. PCC PAVEMENT
- ⑦ REMOVE EXIST. PARKING METERS AND SALVAGED THEM TO THE CITY
- ⑧ REMOVE PORTION OF EXIST. ALLEY INTERSECTION AS SHOWN ON PLAN
- ⑨ REMOVE EXIST. PCC CURB
- ⑩ REMOVE EXIST. AC P.V.M.T. TO CONSTRUCT AC RAMP

ADJUSTMENT/RELOCATION OF UTILITY TO GRADE

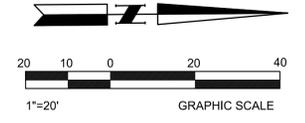
- ⑤1 ADJUST/RELOCATE (WHEN IN CONFLICT WITH NEW RAMP) EXIST. ELECTRIC BOX TO GRADE
- ⑤2 ADJUST EXIST. WATER VALVE COVER TO GRADE
- ⑤3 ADJUST/RELOCATE (WHEN IN CONFLICT WITH NEW RAMP) EXIST. WATER METER BOX TO GRADE

SPECIAL NOTATIONS:

- A SAWCUT LINE/LIMIT OF REMOVAL - REFER TO CONSTRUCTION PLAN & TO BE VERIFIED BY THE CONTRACTOR WITH THE CITY ENGINEER PRIOR TO CONSTRUCTION
- B PROTECT EXISTING SURVEY MONUMENTS OR RESTORE
- C JOIN AND MATCH ELEVATION/S WITH EXISTING IMPROVEMENT
- D CONCEPTUAL BULB OUT ONLY
- P PROTECT IN PLACE

ATTENTION

All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600



CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

DEMOLITION PLAN
 STA. 31+50.00 TO STA. 43+00.00

SHEET 4 OF 22 SHEETS
 DWG. NO.

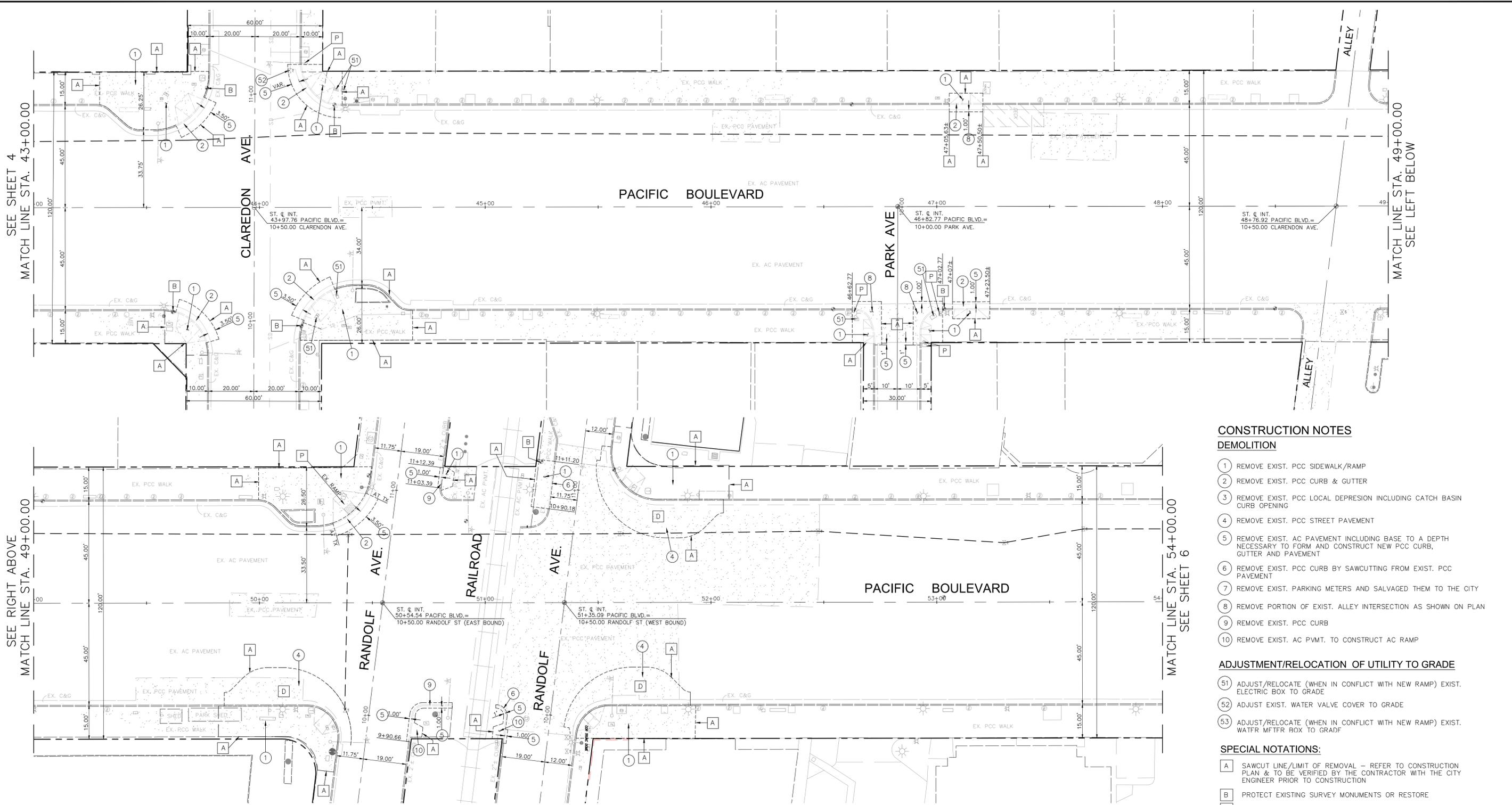
BENCH MARK



NO.	REVISIONS	REVISED BY	APPROVED BY	DATE



APPROVED:	
MICHAEL ACKERMAN - CITY ENGINEER	DATE
SUBMITTED:	
	DATE
	DATE



SEE SHEET 4
 MATCH LINE STA. 43+00.00

MATCH LINE STA. 49+00.00
 SEE LEFT BELOW

SEE RIGHT ABOVE
 MATCH LINE STA. 49+00.00

MATCH LINE STA. 54+00.00
 SEE SHEET 6

CONSTRUCTION NOTES

DEMOLITION

- ① REMOVE EXIST. PCC SIDEWALK/RAMP
- ② REMOVE EXIST. PCC CURB & GUTTER
- ③ REMOVE EXIST. PCC LOCAL DEPRESSION INCLUDING CATCH BASIN CURB OPENING
- ④ REMOVE EXIST. PCC STREET PAVEMENT
- ⑤ REMOVE EXIST. AC PAVEMENT INCLUDING BASE TO A DEPTH NECESSARY TO FORM AND CONSTRUCT NEW PCC CURB, GUTTER AND PAVEMENT
- ⑥ REMOVE EXIST. PCC CURB BY SAWCUTTING FROM EXIST. PCC PAVEMENT
- ⑦ REMOVE EXIST. PARKING METERS AND SALVAGED THEM TO THE CITY
- ⑧ REMOVE PORTION OF EXIST. ALLEY INTERSECTION AS SHOWN ON PLAN
- ⑨ REMOVE EXIST. PCC CURB
- ⑩ REMOVE EXIST. AC PVMT. TO CONSTRUCT AC RAMP

ADJUSTMENT/RELOCATION OF UTILITY TO GRADE

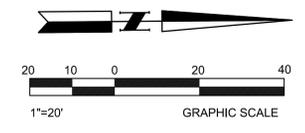
- ⑤1 ADJUST/RELOCATE (WHEN IN CONFLICT WITH NEW RAMP) EXIST. ELECTRIC BOX TO GRADE
- ⑤2 ADJUST EXIST. WATER VALVE COVER TO GRADE
- ⑤3 ADJUST/RELOCATE (WHEN IN CONFLICT WITH NEW RAMP) EXIST. WATER METER BOX TO GRADE

SPECIAL NOTATIONS:

- A SAWCUT LINE/LIMIT OF REMOVAL — REFER TO CONSTRUCTION PLAN & TO BE VERIFIED BY THE CONTRACTOR WITH THE CITY ENGINEER PRIOR TO CONSTRUCTION
- B PROTECT EXISTING SURVEY MONUMENTS OR RESTORE
- C JOIN AND MATCH ELEVATION/S WITH EXISTING IMPROVEMENT
- D CONCEPTUAL BULB OUT ONLY
- P PROTECT IN PLACE

ATTENTION

All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600



BENCH MARK

Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

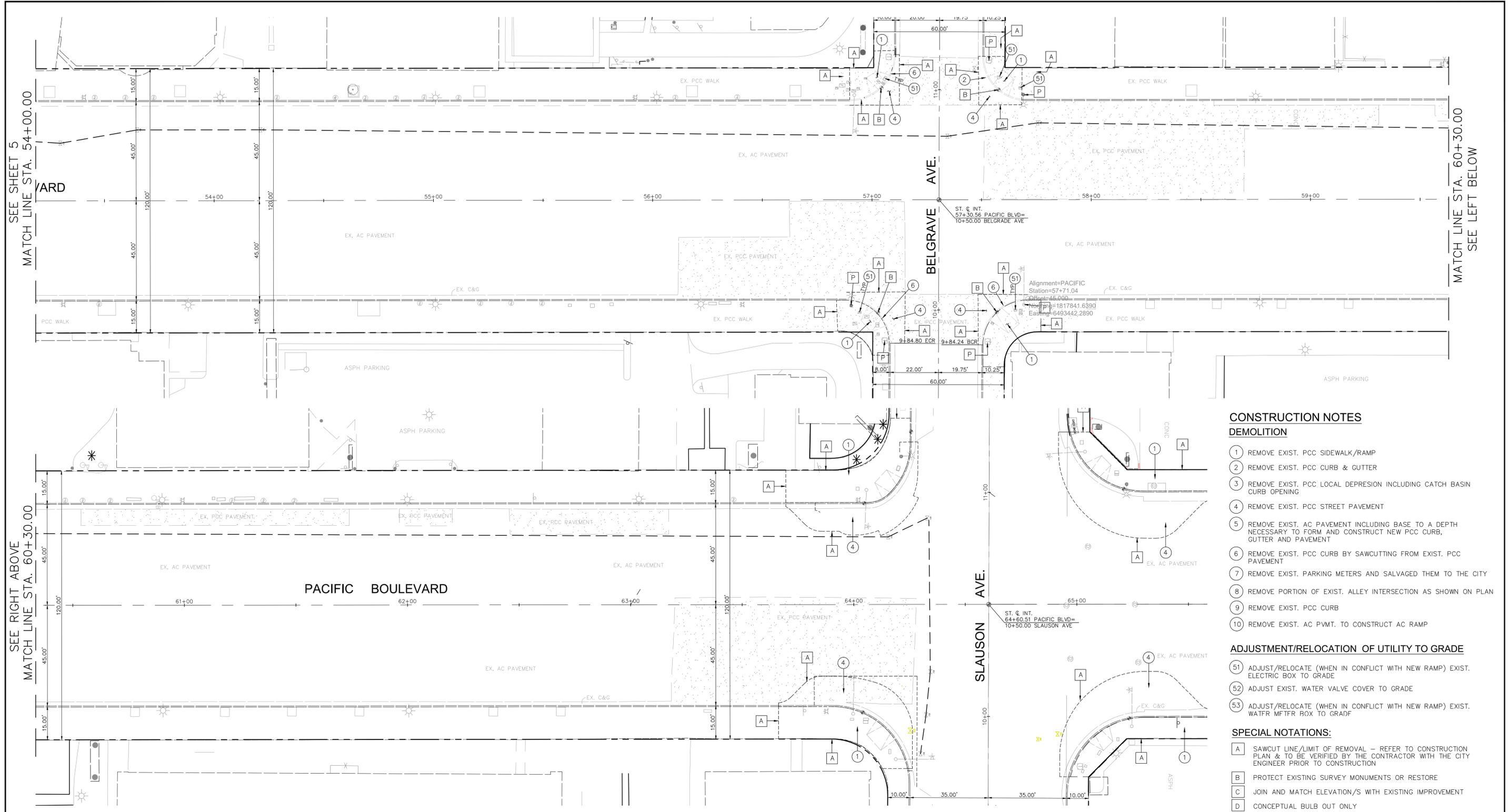


APPROVED:
 MICHAEL ACKERMAN — CITY ENGINEER DATE _____
 SUBMITTED: _____ DATE _____

CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

DEMOLITION PLAN
 STA. 43+00.00 TO STA. 54+00.



SEE SHEET 5
 MATCH LINE STA. 54+00.00

MATCH LINE STA. 60+30.00
 SEE LEFT BELOW

SEE RIGHT ABOVE
 MATCH LINE STA. 60+30.00

CONSTRUCTION NOTES

DEMOLITION

- ① REMOVE EXIST. PCC SIDEWALK/RAMP
- ② REMOVE EXIST. PCC CURB & GUTTER
- ③ REMOVE EXIST. PCC LOCAL DEPRESSION INCLUDING CATCH BASIN CURB OPENING
- ④ REMOVE EXIST. PCC STREET PAVEMENT
- ⑤ REMOVE EXIST. AC PAVEMENT INCLUDING BASE TO A DEPTH NECESSARY TO FORM AND CONSTRUCT NEW PCC CURB, GUTTER AND PAVEMENT
- ⑥ REMOVE EXIST. PCC CURB BY SAWCUTTING FROM EXIST. PCC PAVEMENT
- ⑦ REMOVE EXIST. PARKING METERS AND SALVAGED THEM TO THE CITY
- ⑧ REMOVE PORTION OF EXIST. ALLEY INTERSECTION AS SHOWN ON PLAN
- ⑨ REMOVE EXIST. PCC CURB
- ⑩ REMOVE EXIST. AC PVMT. TO CONSTRUCT AC RAMP

ADJUSTMENT/RELOCATION OF UTILITY TO GRADE

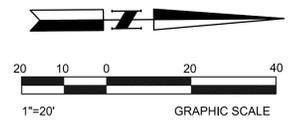
- ⑤1 ADJUST/RELOCATE (WHEN IN CONFLICT WITH NEW RAMP) EXIST. ELECTRIC BOX TO GRADE
- ⑤2 ADJUST EXIST. WATER VALVE COVER TO GRADE
- ⑤3 ADJUST/RELOCATE (WHEN IN CONFLICT WITH NEW RAMP) EXIST. WATER METER BOX TO GRADE

SPECIAL NOTATIONS:

- A SAWCUT LINE/LIMIT OF REMOVAL - REFER TO CONSTRUCTION PLAN & TO BE VERIFIED BY THE CONTRACTOR WITH THE CITY ENGINEER PRIOR TO CONSTRUCTION
- B PROTECT EXISTING SURVEY MONUMENTS OR RESTORE
- C JOIN AND MATCH ELEVATION/S WITH EXISTING IMPROVEMENT
- D CONCEPTUAL BULB OUT ONLY
- P PROTECT IN PLACE

ATTENTION

All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600



CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

DEMOLITION PLAN
 STA. 54+00.00 TO STA. 65+50.00

Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

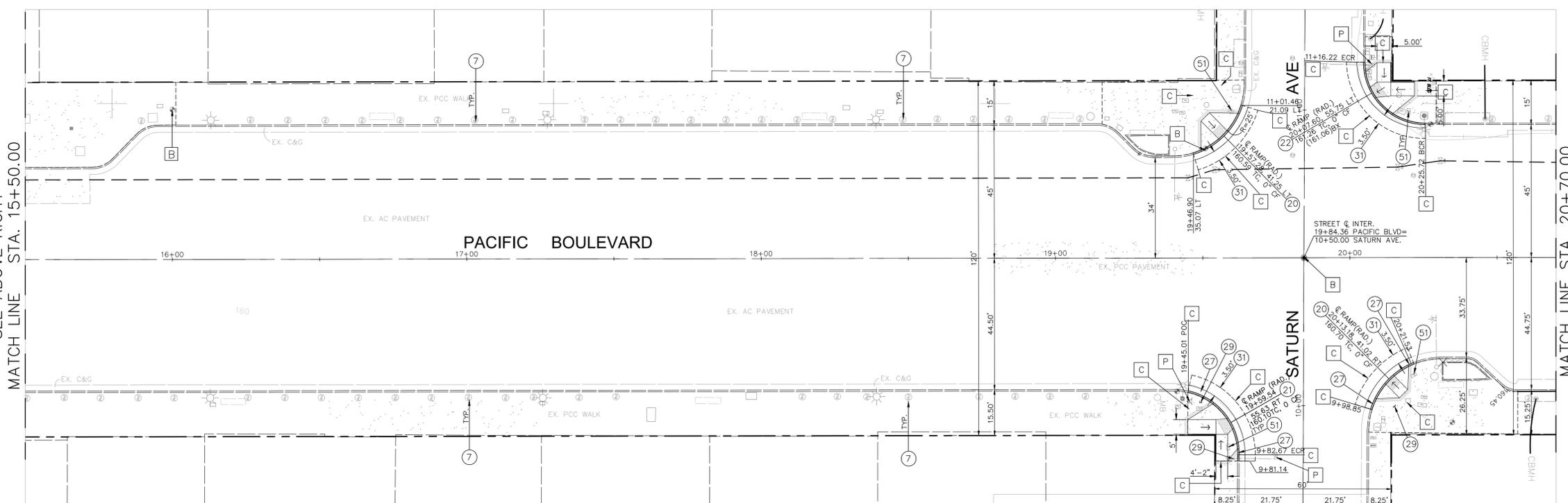
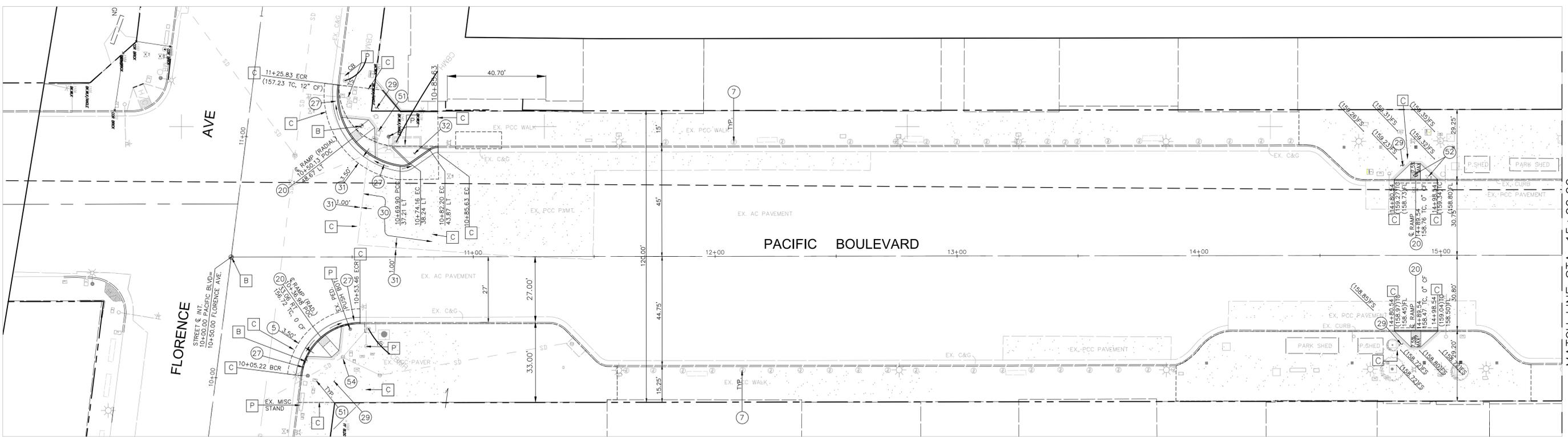
BENCH MARK	

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

TRANSTECH

APPROVED: _____ DATE _____
 MICHAEL ACKERMAN - CITY ENGINEER
 SUBMITTED: _____ DATE _____

APPROVED:	
MICHAEL ACKERMAN - CITY ENGINEER	DATE
SUBMITTED:	
	DATE



**CONSTRUCTION NOTES
 IMPROVEMENTS**

- 20 CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP AB8A CASE A, DETAIL B.
- 21 CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP AB8A, MODIFIED AS SHOWN ON THE PLAN
- 22 CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP AB8A CASE A, DETAIL B CONSTRUCTED MONOLITHIC WITH THE ALLEY INTERSECTION AS SHOWN ON THE PLAN
- 23 CONSTRUCT AC CURB RAMP PER ENLARGED PLAN DETAIL ON SHEET XX
- 27 CONSTRUCT A2 CURB & GUTTER PER SPPWC STD. PLAN 120-1 CF TO MATCH EXISTING AND/OR TRANSITION FROM NEW CF TO EXIST. CF AND GUTTER PAN SHALL PER CALTRANS STD PLAN RSP A881
- 28 CONSTRUCT PCC CURB PER SPPWC STD. PLAN 120. CF TO MATCH EXISTING AND/OR TRANSITION FROM NEW CURB FACE TO EXIST. CURB FACE, SEE PLAN
- 29 CONSTRUCT 3 1/2" THICK PCC WALK AND SHALL COMPLY WITH CALTRANS STD. PLAN RSP AB8A
- 30 CONSTRUCT 8" THK. PCC STREET PAVEMENT
- 31 CONSTRUCT 6" AC PAVEMENT WITH VARIABLE THICKNESS OF CAB TO BLEND AND MATCH EXISTING AC PAVEMENT
- 32 CONSTRUCT CURB DRAIN TO EXISTING CATCH BASIN PER DETAIL 1 ON SHEET 18
- 33 RECONSTRUCT ALLEY INTERSECTION PER SPPWC STD. PLAN 130-1, MODIFIED AS SHOWN ON THE PLAN

UTILITY ADJUSTMENT/RELOCATION

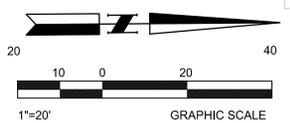
- 51 ADJUST/(RELOCATE WHEN IN CONFLICT WITH NEW RAMP) EXIST. ELECTRIC BOX TO GRADE
- 52 ADJUST EXIST. WATER VALVE COVER TO GRADE
- 53 ADJUST/(RELOCATE (WHEN IN CONFLICT WITH NEW RAMP) EXIST. WATER METER BOX TO GRADE
- 54 ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE
- 55 RECONSTRUCT REMOVED SPANDREL AS SHOWN ON THE PLAN AND PER APPLICABLE NOTES AND DETAILS OF SPPWC STD. PLAN 122-1.

GENERAL NOTES

1. SEE APPLICABLE ENLARGED PLAN ON SHEET 12 TO SHEET 18 FOR OTHER DETAILS.
2. ALL CURB RAMP SHALL COMPLY WITH THE GENERAL NOTES AND MINIMUM REQUIREMENTS IN THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION STANDARD PLAN 111-3 UNLESS APPROVED BY THE CITY ENGINEER.
3. PRIOR TO THE CONSTRUCTION OF CURB RAMP THE CONTRACTOR SHALL VERIFY THAT THE RAMP WILL BE CONSTRUCTED PER ITEM 2 ABOVE. ANY CHANGES AND REVISIONS SHALL BE APPROVED BY THE CITY ENGINEER.

SPECIAL NOTATIONS:

- A SAWCUT LINE/LIMIT OF REMOVAL - REFER TO CONSTRUCTION PLAN & TO BE VERIFIED BY THE CONTRACTOR WITH THE CITY ENGINEER PRIOR TO CONSTRUCTION
- B PROTECT EXISTING SURVEY MONUMENTS OR RESTORE
- C JOIN AND MATCH ELEVATION/S WITH EXISTING IMPROVEMENT
- D CONCEPTUAL BULB OUT ONLY
- P PROTECT IN PLACE



ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:

 13367 BENSON AVE
 CHINO, CALIFORNIA 91710 909
 909 595 8599
 J.N. 15404
 DATE

APPROVED:
 MICHAEL ACKERMAN - CITY ENGINEER DATE
 SUBMITTED: DATE

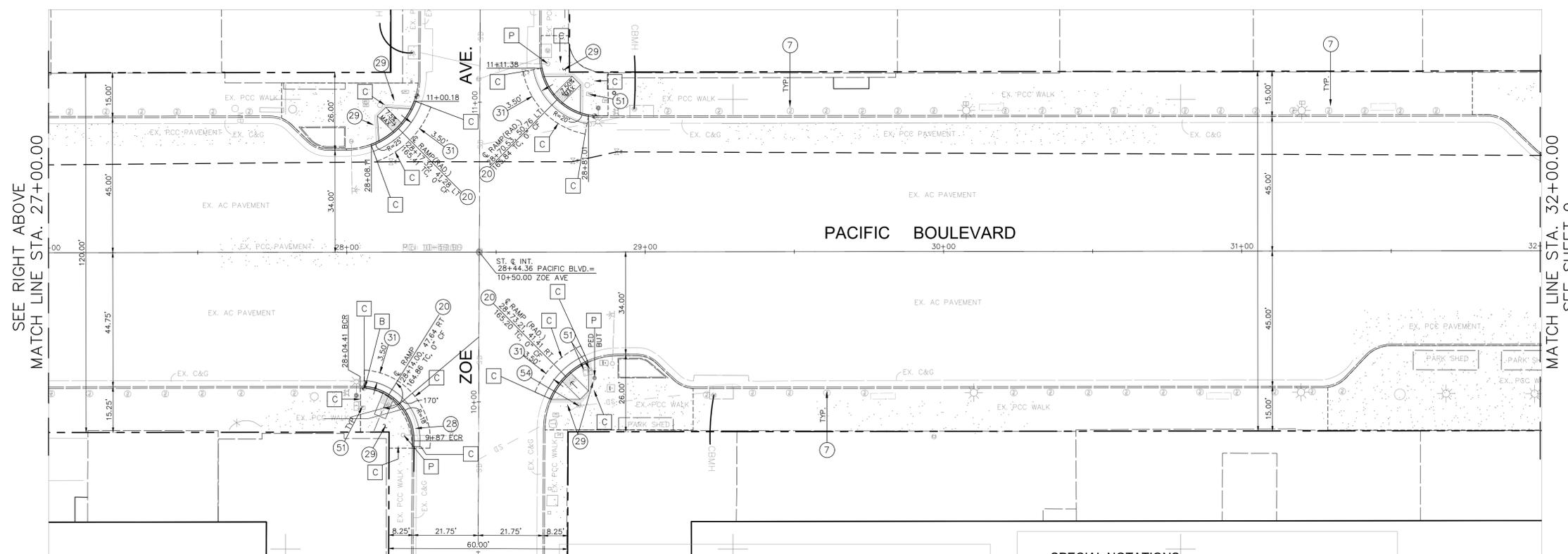
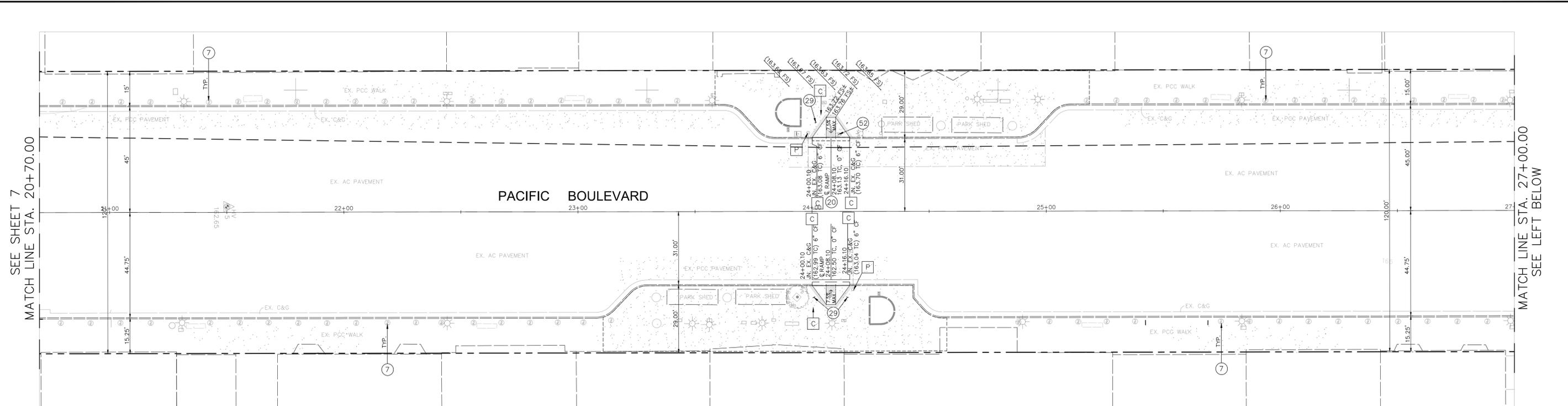
CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

IMPROVEMENT PLAN
 STA. 10+00.00 TO STA. 20+70.00

SHEET 7 OF 22 SHEETS DWG. NO.





CONSTRUCTION NOTES
IMPROVEMENTS

- (20) CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP AB8A CASE A, DETAIL B.
- (21) CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP AB8A, MODIFIED AS SHOWN ON THE PLAN
- (22) CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP AB8A CASE A, DETAIL B CONSTRUCTED MONOLITHIC WITH THE ALLEY INTERSECTION AS SHOWN ON THE PLAN
- (23) CONSTRUCT AC CURB RAMP PER ENLARGED PLAN DETAIL ON SHEET XX
- (27) CONSTRUCT A2 CURB & GUTTER PER SPPWC STD. PLAN 120-1 CF TO MATCH EXISTING AND/OR TRANSITION FROM NEW CF TO EXIST. CF AND GUTTER PAN SHALL PER CALTRANS STD PLAN RSP AB81
- (28) CONSTRUCT PCC CURB PER SPPWC STD. PLAN 120. CF TO MATCH EXISTING AND/OR TRANSITION FROM NEW CURB FACE TO EXIST. CURD FACE, SEE PLAN
- (29) CONSTRUCT 3 1/2" THICK PCC WALK AND SHALL COMPLY WITH CALTRANS STD. PLAN RSP AB8A
- (30) CONSTRUCT 8" THK. PCC STREET PAVEMENT
- (31) CONSTRUCT 6" AC PAVEMENT WITH VARIABLE THICKNESS OF CAB TO BLEND AND MATCH EXISTING AC PAVEMENT
- (32) CONSTRUCT CURB DRAIN TO EXISTING CATCH BASIN PER DETAIL 1 ON SHEET 18
- (33) RECONSTRUCT ALLEY INTERSECTION PER SPPWC STD. PLAN 130-1, MODIFIED AS SHOWN ON THE PLAN

UTILITY ADJUSTMENT/ RELOCATION

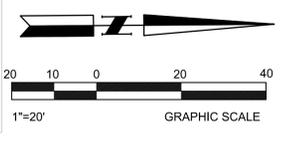
- (51) ADJUST/(RELOCATE WHEN IN CONFLICT WITH NEW RAMP) EXIST. ELECTRIC BOX TO GRADE
- (52) ADJUST EXIST. WATER VALVE COVER TO GRADE
- (53) ADJUST/RELOCATE (WHEN IN CONFLICT WITH NEW RAMP) EXIST. WATER METER BOX TO GRADE
- (54) ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE
- (55) RECONSTRUCT REMOVED SPANDREL AS SHOWN ON THE PLAN AND PER APPLICABLE NOTES AND DETAILS OF SPPWC STD. PLAN 122-1.

GENERAL NOTES

1. SEE APPLICABLE ENLARGED PLAN ON SHEET 12 TO SHEET 18 FOR OTHER DETAILS.
2. ALL CURB RAMP SHALL COMPLY WITH THE GENERAL NOTES AND MINIMUM REQUIREMENTS IN THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION STANDARD PLAN 111-3 UNLESS APPROVED BY THE CITY ENGINEER.
3. PRIOR TO THE CONSTRUCTION OF CURB RAMP THE CONTRACTOR SHALL VERIFY THAT THE RAMP WILL BE CONSTRUCTED PER ITEM 2 ABOVE. ANY CHANGES AND REVISIONS SHALL BE APPROVED BY THE CITY ENGINEER.

SPECIAL NOTATIONS:

- A SAWCUT LINE/LIMIT OF REMOVAL - REFER TO CONSTRUCTION PLAN & TO BE VERIFIED BY THE CONTRACTOR WITH THE CITY ENGINEER PRIOR TO CONSTRUCTION
- B PROTECT EXISTING SURVEY MONUMENTS OR RESTORE
- C JOIN AND MATCH ELEVATION/S WITH EXISTING IMPROVEMENT
- D CONCEPTUAL BULB OUT ONLY
- P PROTECT IN PLACE



ATTENTION
All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
FOR UNDERGROUND SERVICE ALERT CALL:
1-800-227-2600

BENCH MARK

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:

TRANSTECH

13367 BENSON AVE
CHINO, CALIFORNIA 91710 909
909 595 8599

J.N. 15404

DATE

APPROVED:

MICHAEL ACKERMAN - CITY ENGINEER DATE

SUBMITTED: DATE

CITY OF HUNTINGTON PARK
PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
FLORENCE AVENUE TO SLAUSON AVENUE

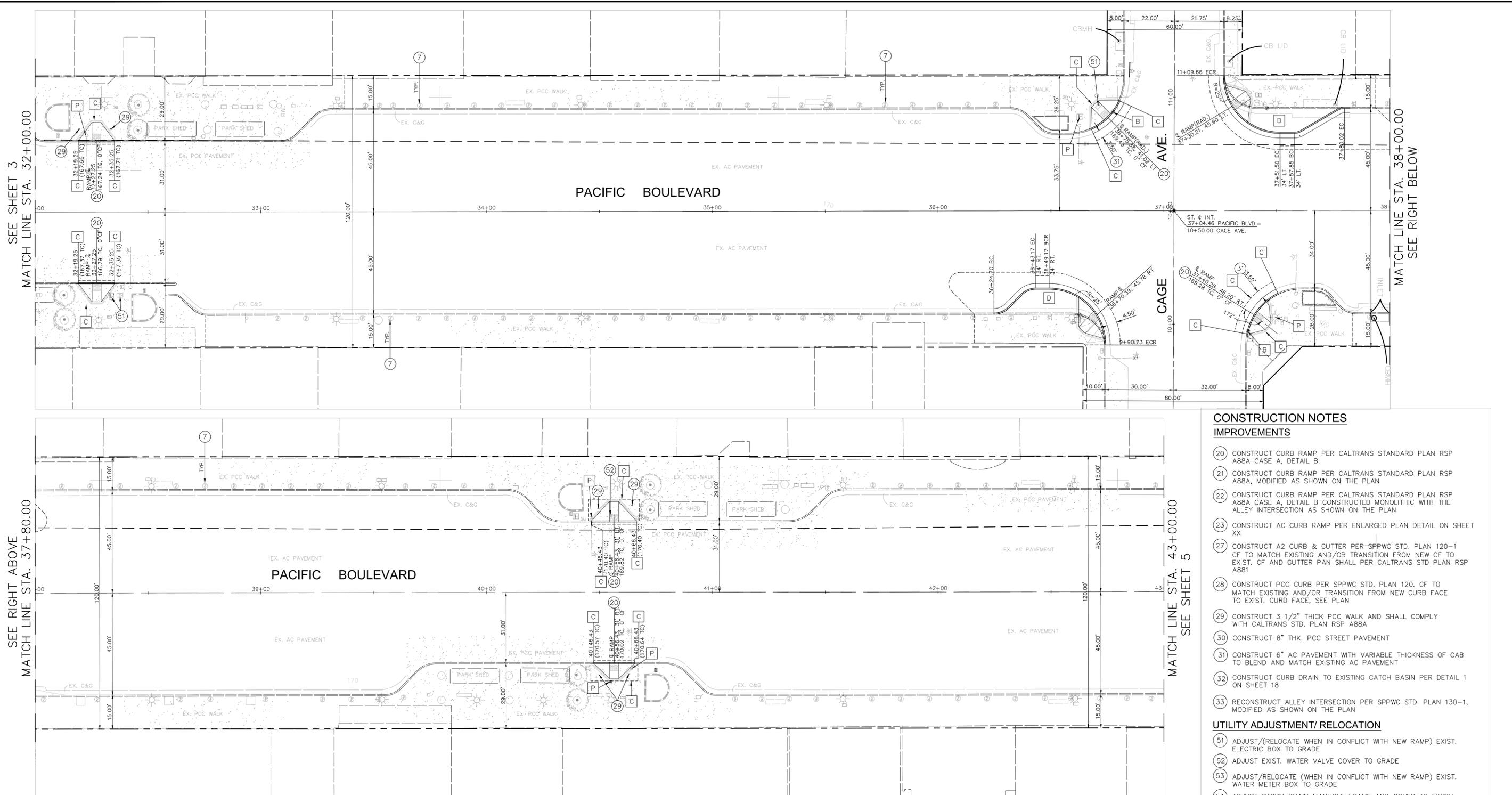
IMPROVEMENT PLAN
STA. 20+70.00 TO STA. 32+00.00

SHEET 8 OF 22 SHEETS

DWG. NO.



Underground Service Alert
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG



SEE SHEET 3
 MATCH LINE STA. 32+00.00

MATCH LINE STA. 38+00.00
 SEE RIGHT BELOW

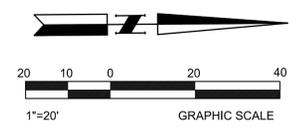
SEE RIGHT ABOVE
 MATCH LINE STA. 37+80.00

MATCH LINE STA. 43+00.00
 SEE SHEET 5

- CONSTRUCTION NOTES IMPROVEMENTS**
- 20 CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP AB8A CASE A, DETAIL B.
 - 21 CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP AB8A, MODIFIED AS SHOWN ON THE PLAN
 - 22 CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP AB8A CASE A, DETAIL B CONSTRUCTED MONOLITHIC WITH THE ALLEY INTERSECTION AS SHOWN ON THE PLAN
 - 23 CONSTRUCT AC CURB RAMP PER ENLARGED PLAN DETAIL ON SHEET XX
 - 27 CONSTRUCT A2 CURB & GUTTER PER SPPWC STD. PLAN 120-1 CF TO MATCH EXISTING AND/OR TRANSITION FROM NEW CF TO EXIST. CF AND GUTTER PAN SHALL PER CALTRANS STD PLAN RSP A881
 - 28 CONSTRUCT PCC CURB PER SPPWC STD. PLAN 120. CF TO MATCH EXISTING AND/OR TRANSITION FROM NEW CURB FACE TO EXIST. CURB FACE, SEE PLAN
 - 29 CONSTRUCT 3 1/2" THICK PCC WALK AND SHALL COMPLY WITH CALTRANS STD. PLAN RSP AB8A
 - 30 CONSTRUCT 8" THK. PCC STREET PAVEMENT
 - 31 CONSTRUCT 6" AC PAVEMENT WITH VARIABLE THICKNESS OF CAB TO BLEND AND MATCH EXISTING AC PAVEMENT
 - 32 CONSTRUCT CURB DRAIN TO EXISTING CATCH BASIN PER DETAIL 1 ON SHEET 18
 - 33 RECONSTRUCT ALLEY INTERSECTION PER SPPWC STD. PLAN 130-1, MODIFIED AS SHOWN ON THE PLAN
- UTILITY ADJUSTMENT/ RELOCATION**
- 51 ADJUST/(RELOCATE WHEN IN CONFLICT WITH NEW RAMP) EXIST. ELECTRIC BOX TO GRADE
 - 52 ADJUST EXIST. WATER VALVE COVER TO GRADE
 - 53 ADJUST/(RELOCATE (WHEN IN CONFLICT WITH NEW RAMP) EXIST. WATER METER BOX TO GRADE
 - 54 ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE
 - 55 RECONSTRUCT REMOVED SPANDREL AS SHOWN ON THE PLAN AND PER APPLICABLE NOTES AND DETAILS OF SPPWC STD. PLAN 122-1.

- GENERAL NOTES**
1. SEE APPLICABLE ENLARGED PLAN ON SHEET 12 TO SHEET 18 FOR OTHER DETAILS.
 2. ALL CURB RAMPS SHALL COMPLY WITH THE GENERAL NOTES AND MINIMUM REQUIREMENTS IN THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION STANDARD PLAN 111-3 UNLESS APPROVED BY THE CITY ENGINEER.
 3. PRIOR TO THE CONSTRUCTION OF CURB RAMPS THE CONTRACTOR SHALL VERIFY THAT THE RAMPS WILL BE CONSTRUCTED PER ITEM 2 ABOVE. ANY CHANGES AND REVISIONS SHALL BE APPROVED BY THE CITY ENGINEER.

- SPECIAL NOTATIONS:**
- A SAWCUT LINE/LIMIT OF REMOVAL - REFER TO CONSTRUCTION PLAN & TO BE VERIFIED BY THE CONTRACTOR WITH THE CITY ENGINEER PRIOR TO CONSTRUCTION
 - B PROTECT EXISTING SURVEY MONUMENTS OR RESTORE
 - C JOIN AND MATCH ELEVATION/S WITH EXISTING IMPROVEMENT
 - D CONCEPTUAL BULB OUT ONLY
 - P PROTECT IN PLACE



ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600

BENCH MARK

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:

**13367 BENSON AVE
 CHINO, CALIFORNIA 91710 909
 909 595 8599**

TRANSTECH

J.N. 15404

DATE

APPROVED:

MICHAEL ACKERMAN - CITY ENGINEER DATE

SUBMITTED: DATE

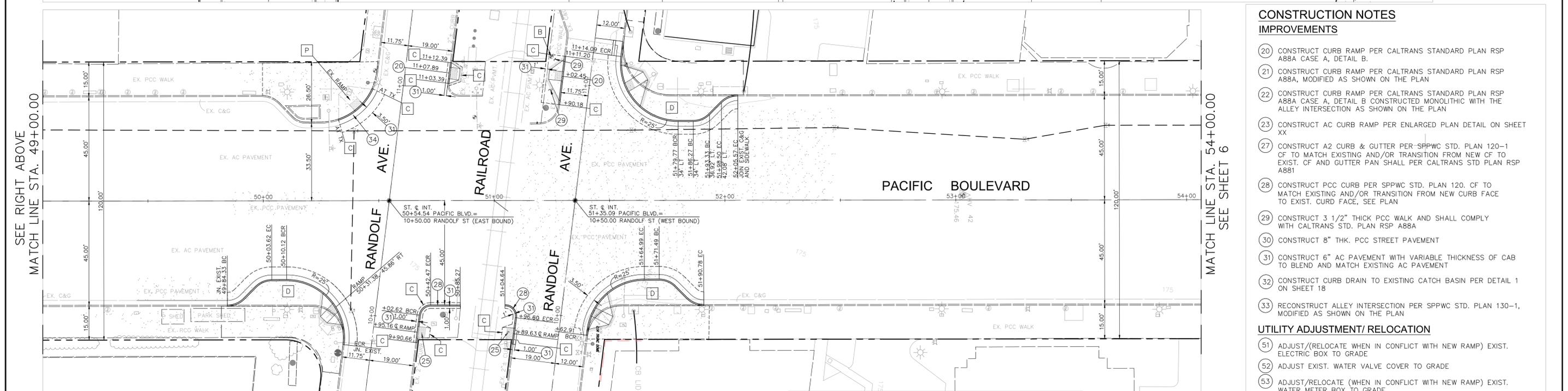
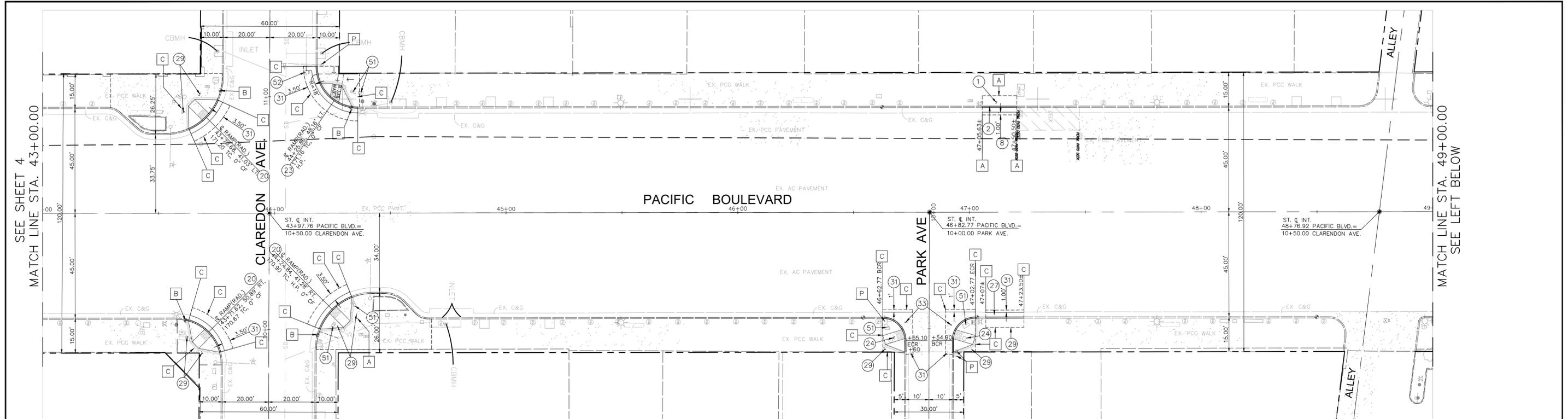
**CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.**

**PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE**

**IMPROVEMENT PLAN
 STA. 31+50.00 TO STA. 43+00.00**

SHEET 9 OF 22 SHEETS DWG. NO.





SEE SHEET 4
 MATCH LINE STA. 43+00.00

MATCH LINE STA. 49+00.00
 SEE LEFT BELOW

SEE RIGHT ABOVE
 MATCH LINE STA. 49+00.00

MATCH LINE STA. 54+00.00
 SEE SHEET 6

CONSTRUCTION NOTES
IMPROVEMENTS

- (20) CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP A88A CASE A, DETAIL B.
- (21) CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP A88A, MODIFIED AS SHOWN ON THE PLAN
- (22) CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN RSP A88A CASE A, DETAIL B CONSTRUCTED MONOLITHIC WITH THE ALLEY INTERSECTION AS SHOWN ON THE PLAN
- (23) CONSTRUCT AC CURB RAMP PER ENLARGED PLAN DETAIL ON SHEET XX
- (27) CONSTRUCT A2 CURB & GUTTER PER SPPWC STD. PLAN 120-1 CF TO MATCH EXISTING AND/OR TRANSITION FROM NEW CF TO EXIST. CF AND GUTTER PAN SHALL PER CALTRANS STD PLAN RSP A881
- (28) CONSTRUCT PCC CURB PER SPPWC STD. PLAN 120. CF TO MATCH EXISTING AND/OR TRANSITION FROM NEW CURB FACE TO EXIST. CURD FACE, SEE PLAN
- (29) CONSTRUCT 3 1/2" THICK PCC WALK AND SHALL COMPLY WITH CALTRANS STD. PLAN RSP A88A
- (30) CONSTRUCT 8" THK. PCC STREET PAVEMENT
- (31) CONSTRUCT 6" AC PAVEMENT WITH VARIABLE THICKNESS OF CAB TO BLEND AND MATCH EXISTING AC PAVEMENT
- (32) CONSTRUCT CURB DRAIN TO EXISTING CATCH BASIN PER DETAIL 1 ON SHEET 18
- (33) RECONSTRUCT ALLEY INTERSECTION PER SPPWC STD. PLAN 130-1, MODIFIED AS SHOWN ON THE PLAN

UTILITY ADJUSTMENT/ RELOCATION

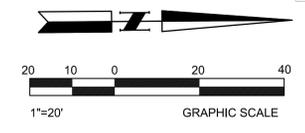
- (51) ADJUST/(RELOCATE WHEN IN CONFLICT WITH NEW RAMP) EXIST. ELECTRIC BOX TO GRADE
- (52) ADJUST EXIST. WATER VALVE COVER TO GRADE
- (53) ADJUST/RELOCATE (WHEN IN CONFLICT WITH NEW RAMP) EXIST. WATER METER BOX TO GRADE
- (54) ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE
- (55) RECONSTRUCT REMOVED SPANDREL AS SHOWN ON THE PLAN AND PER APPLICABLE NOTES AND DETAILS OF SPPWC STD. PLAN 122-1.

GENERAL NOTES

1. SEE APPLICABLE ENLARGED PLAN ON SHEET 12 TO SHEET 18 FOR OTHER DETAILS.
2. ALL CURB RAMP SHALL COMPLY WITH THE GENERAL NOTES AND MINIMUM REQUIREMENTS IN THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION STANDARD PLAN 111-3 UNLESS APPROVED BY THE CITY ENGINEER.
3. PRIOR TO THE CONSTRUCTION OF CURB RAMP THE CONTRACTOR SHALL VERIFY THAT THE RAMP WILL BE CONSTRUCTED PER ITEM 2 ABOVE. ANY CHANGES AND REVISIONS SHALL BE APPROVED BY THE CITY ENGINEER.

SPECIAL NOTATIONS:

- A SAWCUT LINE/LIMIT OF REMOVAL - REFER TO CONSTRUCTION PLAN & TO BE VERIFIED BY THE CONTRACTOR WITH THE CITY ENGINEER PRIOR TO CONSTRUCTION
- B PROTECT EXISTING SURVEY MONUMENTS OR RESTORE
- C JOIN AND MATCH ELEVATION/S WITH EXISTING IMPROVEMENT
- D CONCEPTUAL BULB OUT ONLY
- P PROTECT IN PLACE



ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600

BENCH MARK

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:

 13367 BENSON AVE
 CHINO, CALIFORNIA 91710 909
 909 595 8599
 J.N. 15404
 DATE

APPROVED:
 MICHAEL ACKERMAN - CITY ENGINEER DATE
 SUBMITTED: DATE

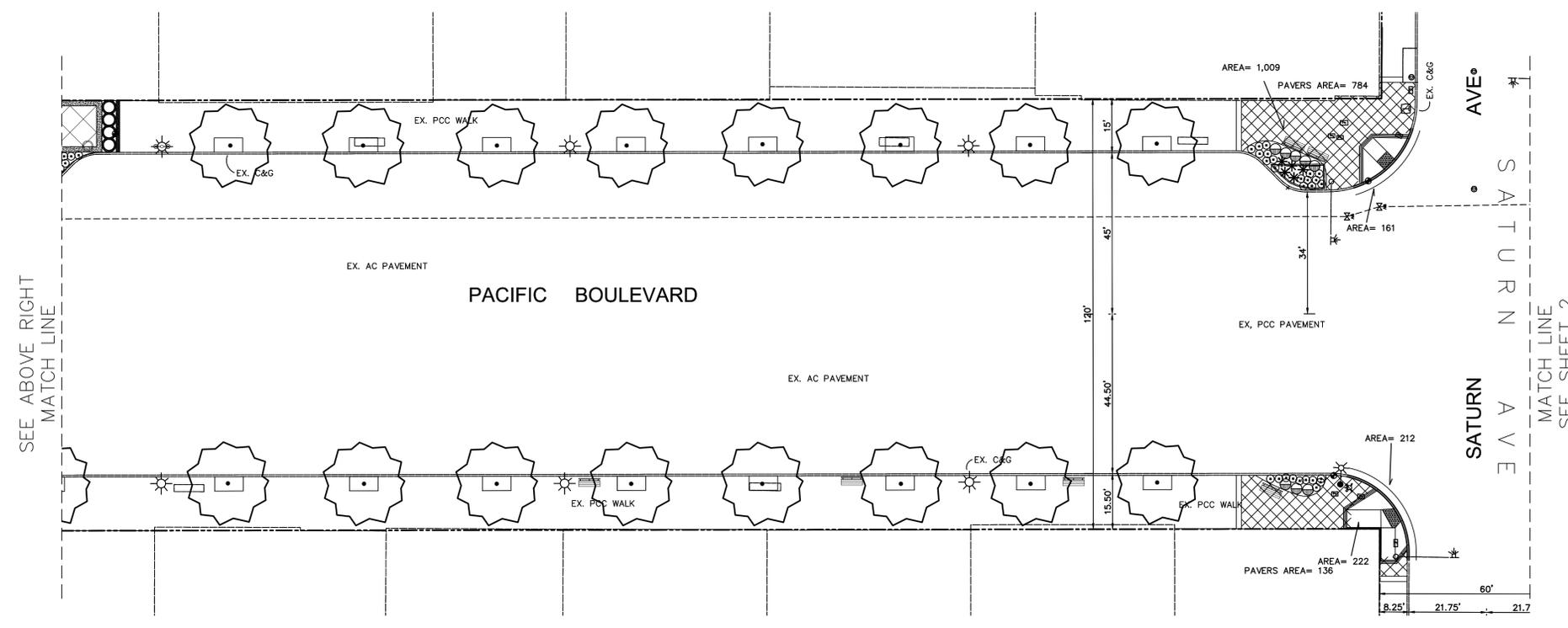
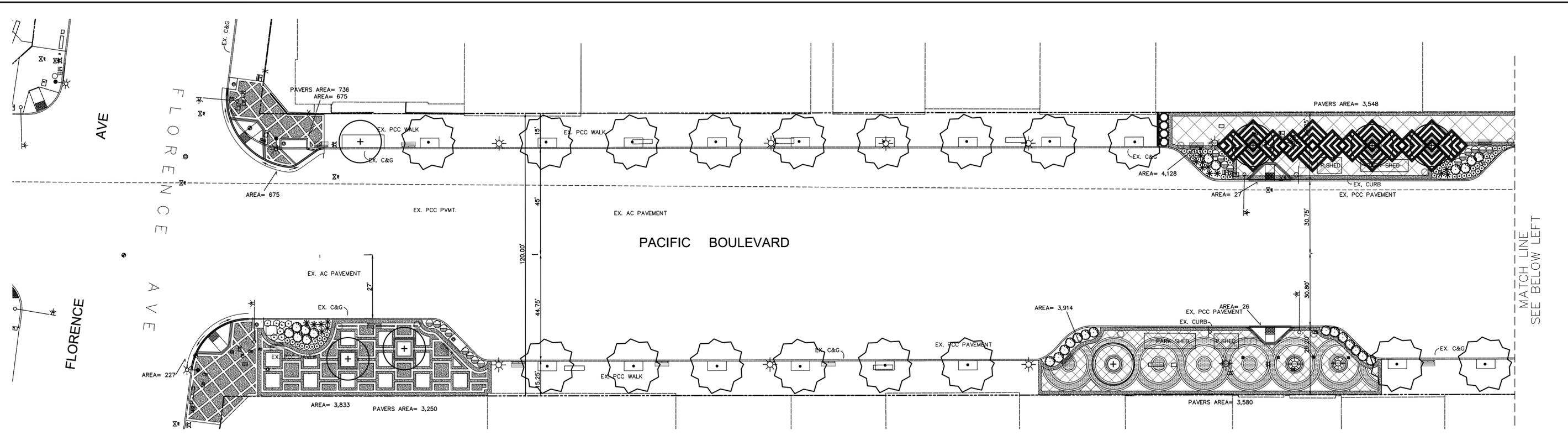
CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

IMPROVEMENT PLAN
 STA. 43+00.00 TO STA. 54+00.

SHEET 10 OF 22 SHEETS DWG. NO.

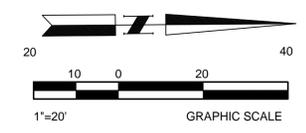




PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	QTY.	DETAIL/SHEET
TREE						
(Symbol)	<i>Cupaniopsis anacardioides</i>	Carrotwood Tree	24" box	Standard trunk	0	"1" L-3
(Symbol)	<i>Koeleruteria bipinnata</i>	Chinese Flame Tree	24" box	Standard trunk	65	"1" L-3
(Symbol)	<i>Lagostroemia indica</i> 'Tuscarora'	Crape Myrtle	24" box	Standard trunk	8	"1" L-3
(Symbol)	<i>Tristania conferta</i>	Brisbane box	24" box	Standard trunk	98	"1" L-3
SHRUB						
(Symbol)	<i>Agave attenuata</i>	Foxtail Agave	5 gal	plant @ 36" o.c.	57	"2" L-3
(Symbol)	<i>Callistemon 'Little John'</i>	Dwarf Bottlebrush	5 gal	plant @ 36" o.c.	79	"2" L-3
(Symbol)	<i>Raphiolepis indica</i> 'Ballerina'	Indian Hawthorn	5 gal	plant @ 36" o.c.	129	"2" L-3
(Symbol)	<i>Rosa floribunda</i> 'Iceberg'	White Shrub Rose	5 gal	plant @ 48" o.c.	49	"2" L-3
(Symbol)	<i>Rosa 'Meidiland Red'</i>	Red groundcover rose	5 gal	plant @ 48" o.c.	53	"2" L-3
PERENNIALS						
(Symbol)	<i>Hemerocallis hybrids</i>	Daylily	1 gal	1 gal	300	"2" L-3

ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600



CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

LANDSCAPE PLANTING PLAN-1
 STA. 10+00.00 TO STA. 20+70.00

Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:

13367 BENSON AVE
 CHINO, CALIFORNIA 91710 909
 909 595 8599

J.N. 15404

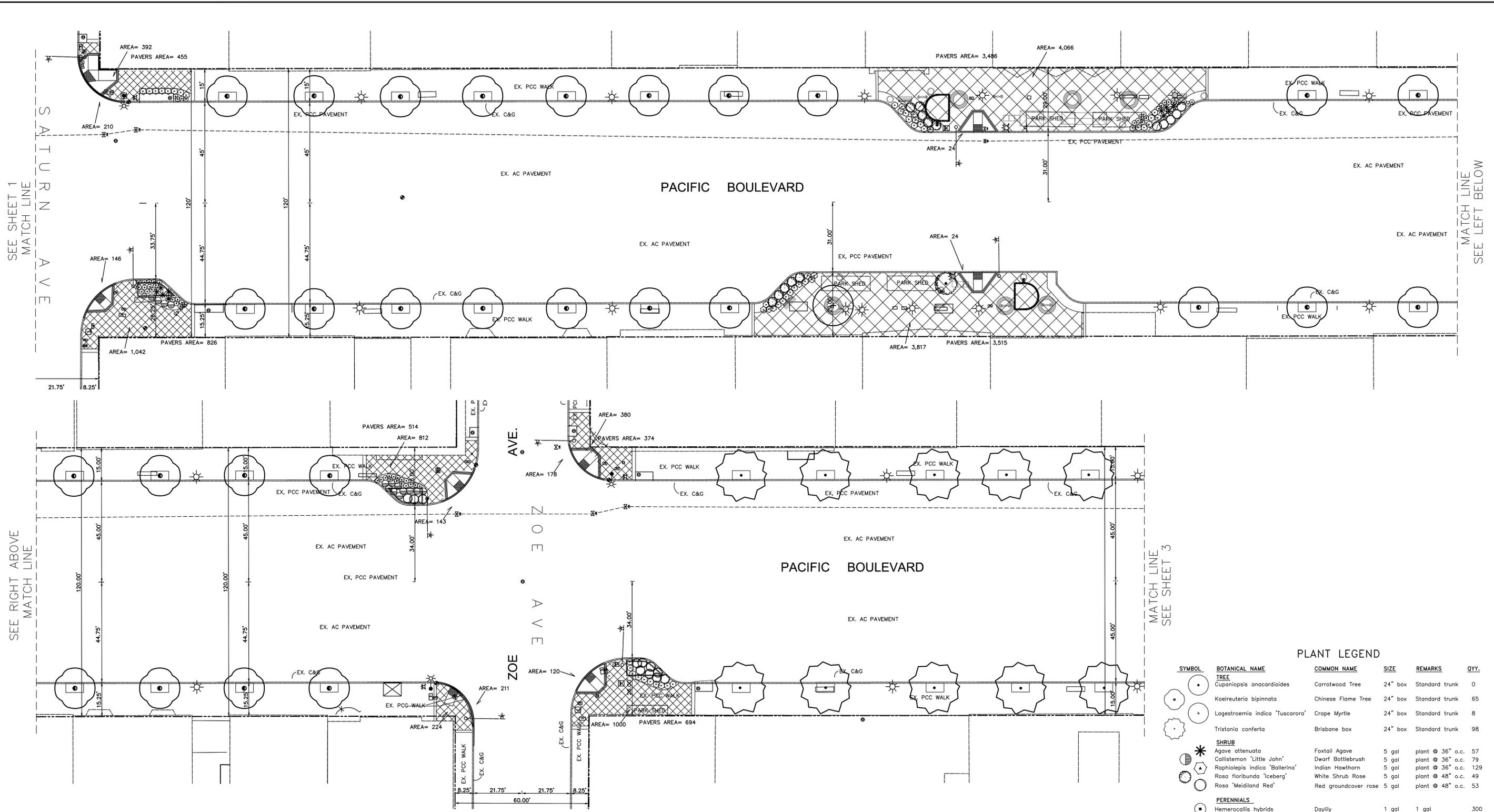
DATE

TRANSTECH

APPROVED:

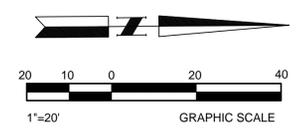
MICHAEL ACKERMAN - CITY ENGINEER DATE

SUBMITTED: DATE



ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600

PLANT LEGEND						
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	QTY.	
TREE						
(Symbol)	Cupaniopsis anacardioides	Carrotwood Tree	24" box	Standard trunk	0	
(Symbol)	Koeleruteria bipinnata	Chinese Flame Tree	24" box	Standard trunk	65	
(Symbol)	Logstroemia indica 'Tuscarora'	Crape Myrtle	24" box	Standard trunk	8	
(Symbol)	Tristania conferta	Brisbane box	24" box	Standard trunk	98	
SHRUB						
(Symbol)	Agave attenuata	Foxtail Agave	5 gal	plant @ 36" o.c.	57	
(Symbol)	Callistemon 'Little John'	Dwarf Bottlebrush	5 gal	plant @ 36" o.c.	79	
(Symbol)	Raphiolepis indica 'Ballerina'	Indian Hawthorn	5 gal	plant @ 36" o.c.	129	
(Symbol)	Rosa floribunda 'Iceberg'	White Shrub Rose	5 gal	plant @ 48" o.c.	49	
(Symbol)	Rosa 'Meidiland Red'	Red groundcover rose	5 gal	plant @ 48" o.c.	53	
PERENNIALS						
(Symbol)	Hemerocallis hybrids	Daylily	1 gal	1 gal	300	



Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK	

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:

 13367 BENSON AVE
 CHINO, CALIFORNIA 91710 909
 909 595 8599
 J.N. 15404
 DATE

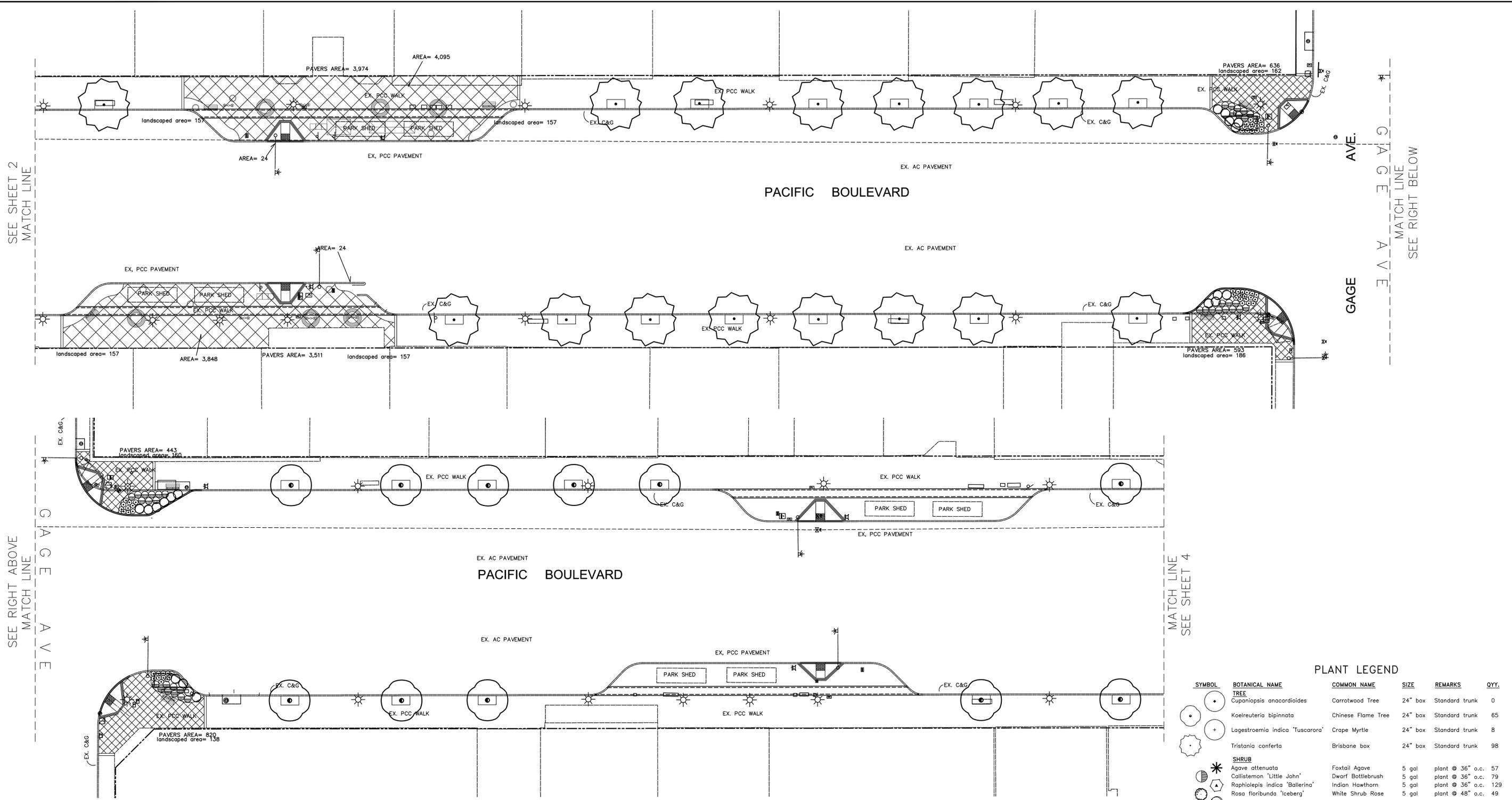
APPROVED:
 MICHAEL ACKERMAN - CITY ENGINEER
 DATE
 SUBMITTED:
 DATE

CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

LANDSCAPE PLANTING PLAN-2
 STA. 20+70.00 TO STA. 32+00.00

SHEET 12 OF 22 SHEETS
 DWG. NO.



SEE SHEET 2
MATCH LINE

MATCH LINE
SEE RIGHT BELOW

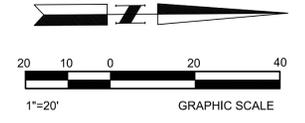
SEE RIGHT ABOVE
MATCH LINE

MATCH LINE
SEE SHEET 4

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	QTY.
TREE					
•	Cupaniopsis anacardioides	Carrotwood Tree	24" box	Standard trunk	0
○	Koeleruteria bipinnata	Chinese Flame Tree	24" box	Standard trunk	65
+	Lagstroemia indica 'Tuscarora'	Crope Myrtle	24" box	Standard trunk	8
○	Tristania conferta	Brisbane box	24" box	Standard trunk	98
SHRUB					
*	Agave attenuata	Foxtail Agave	5 gal	plant @ 36" o.c.	57
○	Callistemon 'Little John'	Dwarf Bottlebrush	5 gal	plant @ 36" o.c.	79
△	Raphiolepis indica 'Ballerina'	Indian Hawthorn	5 gal	plant @ 36" o.c.	129
○	Rosa floribunda 'Iceberg'	White Shrub Rose	5 gal	plant @ 48" o.c.	49
○	Rosa 'Meidiland Red'	Red groundcover rose	5 gal	plant @ 48" o.c.	53
PERENNIALS					
○	Hemerocallis hybrids	Daylily	1 gal	1 gal	300

ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600



CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

LANDSCAPE PLANTING PLAN-3
 STA. 31+50.00 TO STA. 43+00.00

Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

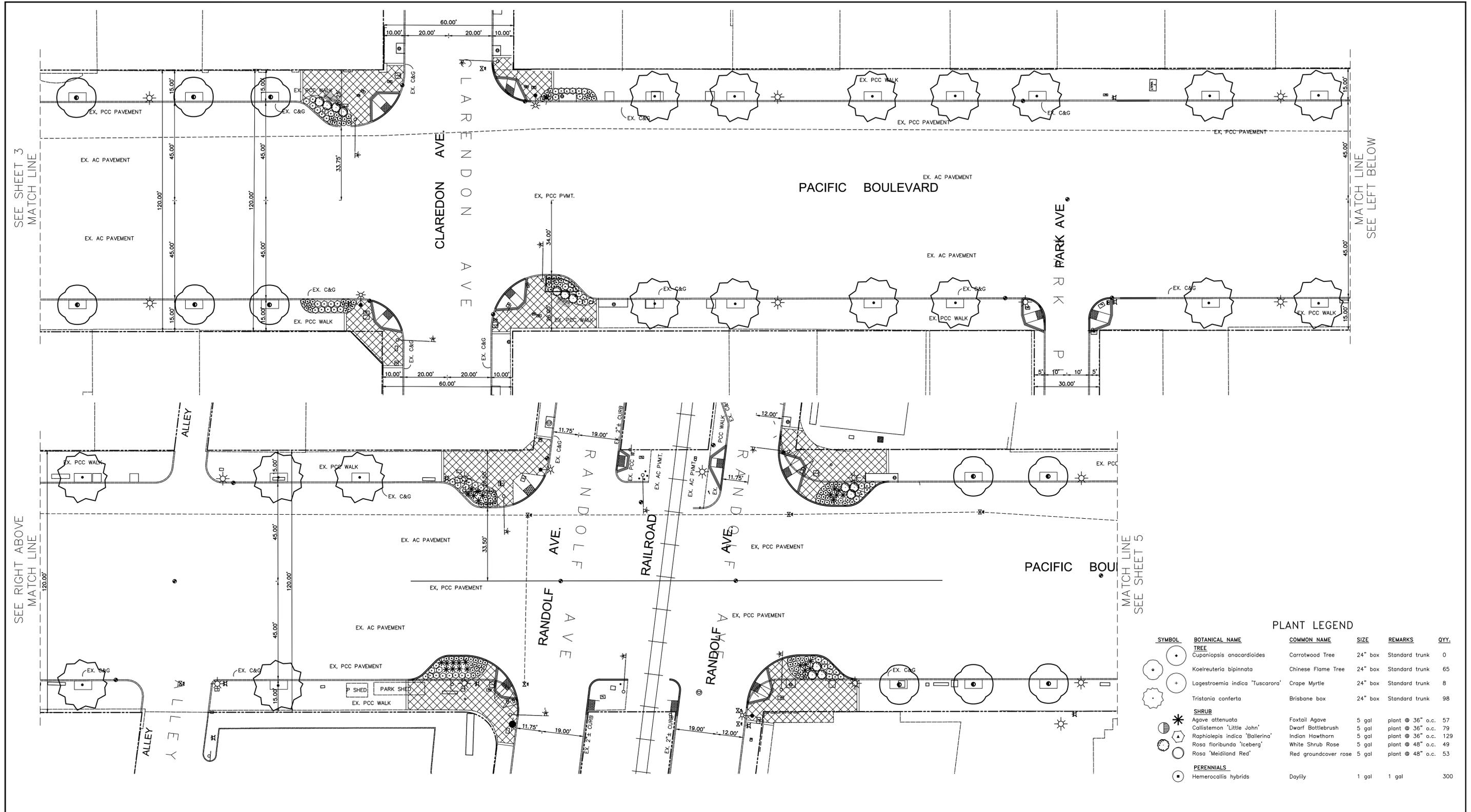
NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:

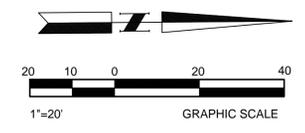
 13367 BENSON AVE
 CHINO, CALIFORNIA 91710 909
 909 595 8599
 J.N. 15404
 DATE

APPROVED:
 MICHAEL ACKERMAN - CITY ENGINEER
 DATE
 SUBMITTED:
 DATE



ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	QTY.
TREE					
(Symbol)	<i>Cupaniopsis anacardioides</i>	Carrotwood Tree	24" box	Standard trunk	0
(Symbol)	<i>Koeleruteria bipinnata</i>	Chinese Flame Tree	24" box	Standard trunk	65
(Symbol)	<i>Logestroemia indica 'Tuscarora'</i>	Crape Myrtle	24" box	Standard trunk	8
(Symbol)	<i>Tristania conferta</i>	Brisbane box	24" box	Standard trunk	98
SHRUB					
(Symbol)	<i>Agave attenuata</i>	Foxtail Agave	5 gal	plant @ 36" o.c.	57
(Symbol)	<i>Callistemon 'Little John'</i>	Dwarf Bottlebrush	5 gal	plant @ 36" o.c.	79
(Symbol)	<i>Raphiolepis indica 'Ballerina'</i>	Indian Hawthorn	5 gal	plant @ 36" o.c.	129
(Symbol)	<i>Rosa floribunda 'Iceberg'</i>	White Shrub Rose	5 gal	plant @ 48" o.c.	49
(Symbol)	<i>Rosa 'Meidiland Red'</i>	Red groundcover rose	5 gal	plant @ 48" o.c.	53
PERENNIALS					
(Symbol)	<i>Hemerocallis hybrids</i>	Daylily	1 gal	1 gal	300



Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:

 13367 BENSON AVE
 CHINO, CALIFORNIA 91710 909
 909 595 8599
 J.N. 15404
 DATE

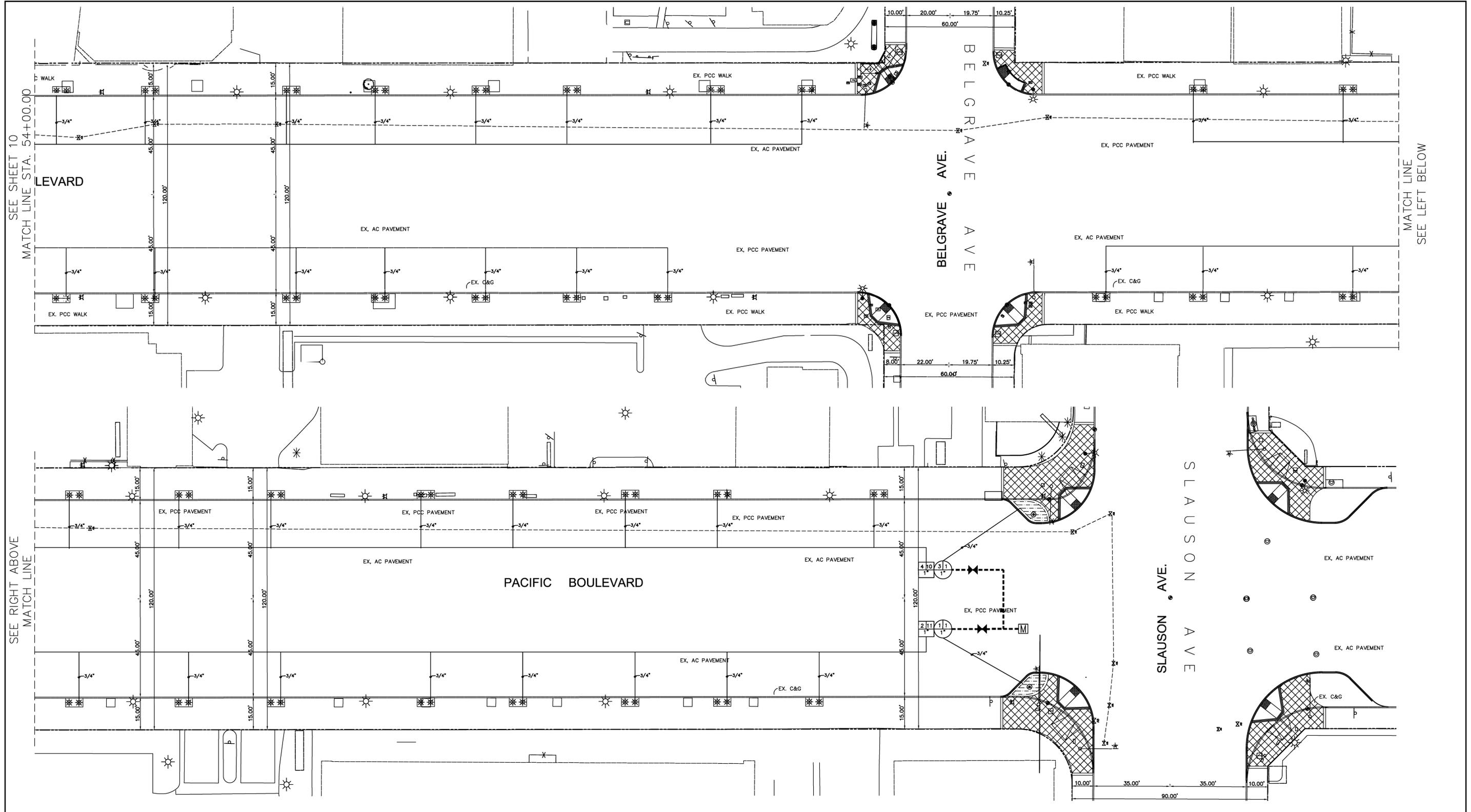
APPROVED:
 MICHAEL ACKERMAN - CITY ENGINEER DATE
 SUBMITTED: DATE

CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

LANDSCAPE PLANTING PLAN-4
 STA. 43+00.00 TO STA. 54+00.00

SHEET 14 OF 22 SHEETS DWG. NO.

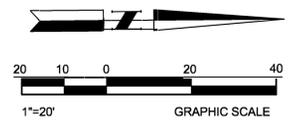


SEE SHEET 10
 MATCH LINE STA. 54+00.00

MATCH LINE
 SEE LEFT BELOW

SEE RIGHT ABOVE
 MATCH LINE

ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600



CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

IRRIGATION PLAN-5
 STA. 54+00.00 TO STA. 65+50.00

Underground Service Alert

 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK

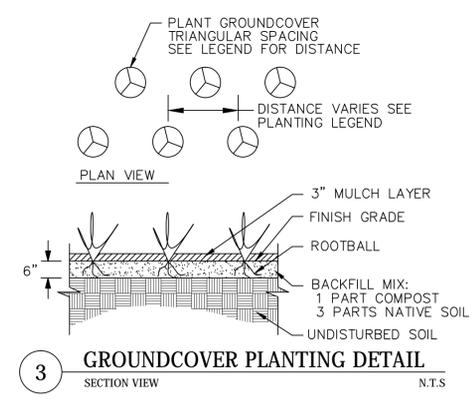
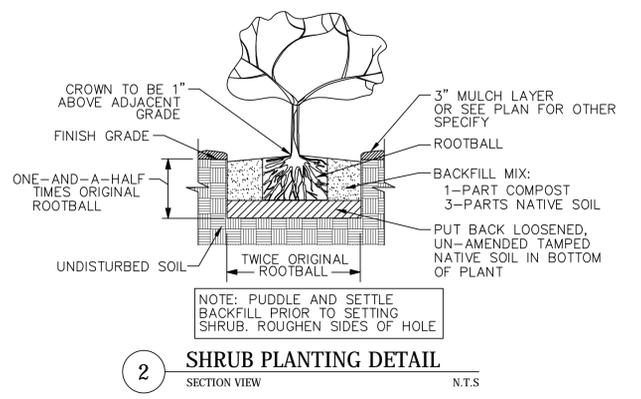
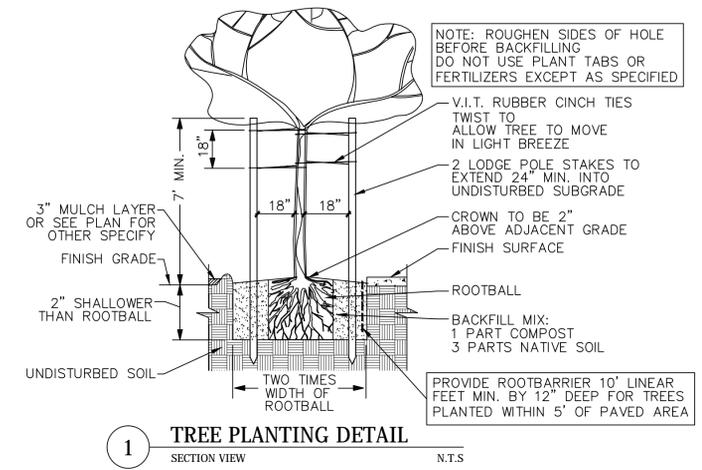
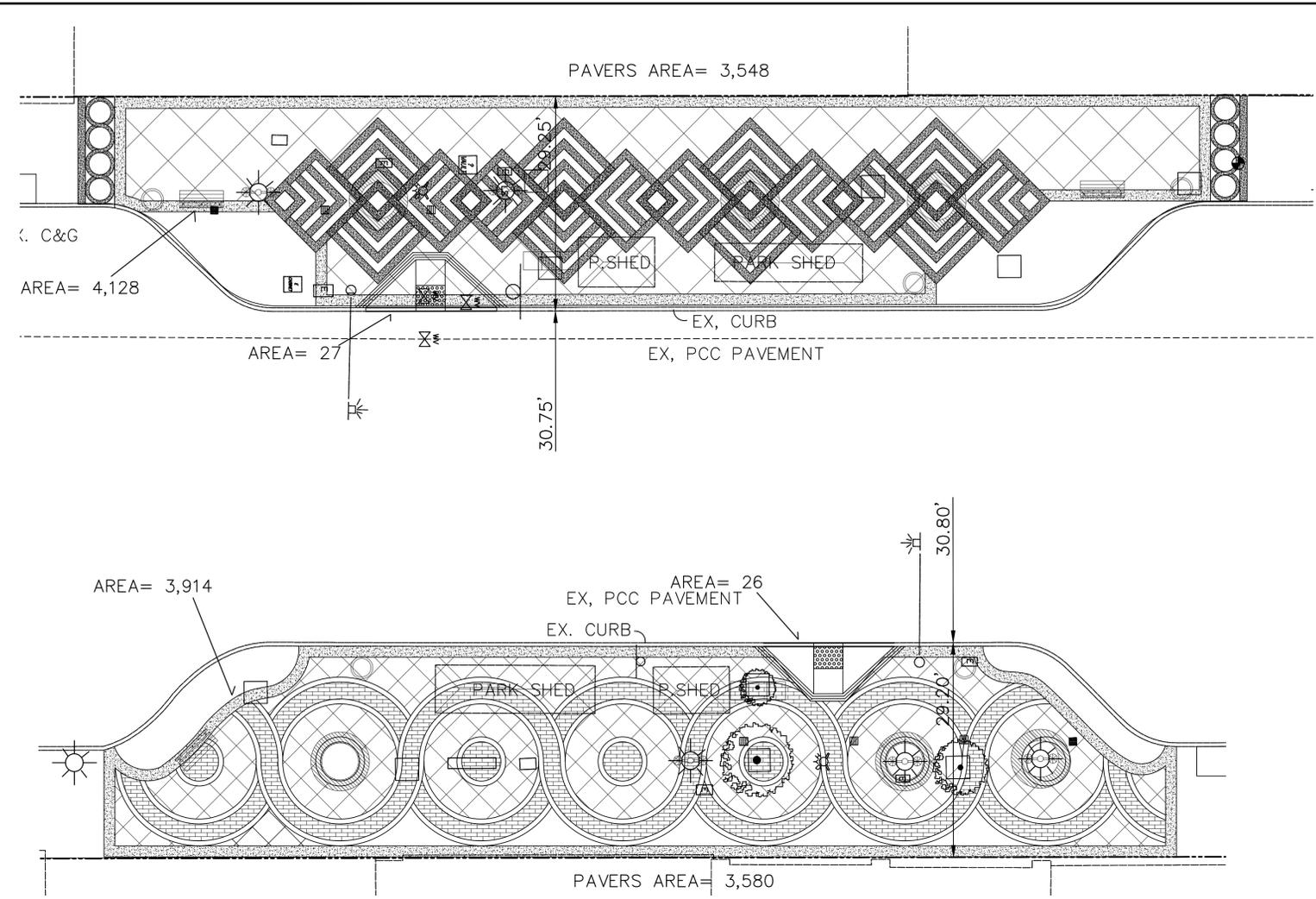
NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:

 13367 BENSON AVE
 CHINO, CALIFORNIA 91710 909
 909 595 8599
 J.N. 15404
 DATE

APPROVED:
 MICHAEL ACKERMAN - CITY ENGINEER
 DATE
 SUBMITTED:
 DATE



MULCH INSTALLATION
 After all planting and irrigation operations are complete, cover all exposed landscape areas with 3" layer of SPEC Mulch as made by Recycled Wood Products (877-476-9797), or equal.

GENERAL PLANTING NOTES

- Contractor is to review plans, verify site conditions and plant quantities prior to installation. Contractor shall take sole responsibility for any cost incurred due to damage of existing utilities. Plant material quantities are listed for the convenience of the Contractor. Actual number of symbols shall have priority over quantity designated. Conflicts between the Owner and these plans or within these plans shall be brought to the attention of the Transtech Engineers prior to landscape installation. Any deviation(s) from the plans or specifications will require written approval from Transtech Engineers. The Contractor shall assume full responsibility for all necessary revisions due to failure to give such notification.
- The Contractor shall maintain a qualified supervisor on the site at all times during construction through completion of pick-up work.
- The Contractor shall receive site graded within 0.10 foot of finish grade. Commencement of work indicates Contractor's acceptance of existing grades and conditions. Final grades shall be adjusted by Contractor as directed by Owner's representative. All grading shall be completed prior to commencement of planting operation.
- The Contractor shall furnish and pay for all container grown trees, shrubs, vines, seeded/sodded turf, hydromulches, and flatted groundcovers. The Contractor shall also be responsible for and pay for planting, staking, and guarantee of all plant materials. See planting details for planting and staking/guying requirements.
- The Owner shall approve plant material placement by Contractor prior to installation.
- For areas to be landscaped and irrigated, the following amendments shall be uniformly broadcast and thoroughly incorporated 6" deep by means of a rototiller or equal.
 Amount per 1000 square feet
 4 cu. yds. nitrogen stabilized organic compost
 50 pounds agricultural gypsum
- The planting areas for trees shall be dug two(2) times the diameter of the root ball and two inches shallower than the rootball. The planting pit, to be dug in the center of the tilled area, shall be as wide as, and two inches shallower than, the rootball. Planting pits for shrubs and perennials shall be dug twice as wide and one-and-a-half times as deep as the rootball.

ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600

Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:

TRANSTECH

13367 BENSON AVE
 CHINO, CALIFORNIA 91710 909
 909 595 8599

J.N. 15404

DATE

APPROVED:

MICHAEL ACKERMAN - CITY ENGINEER DATE

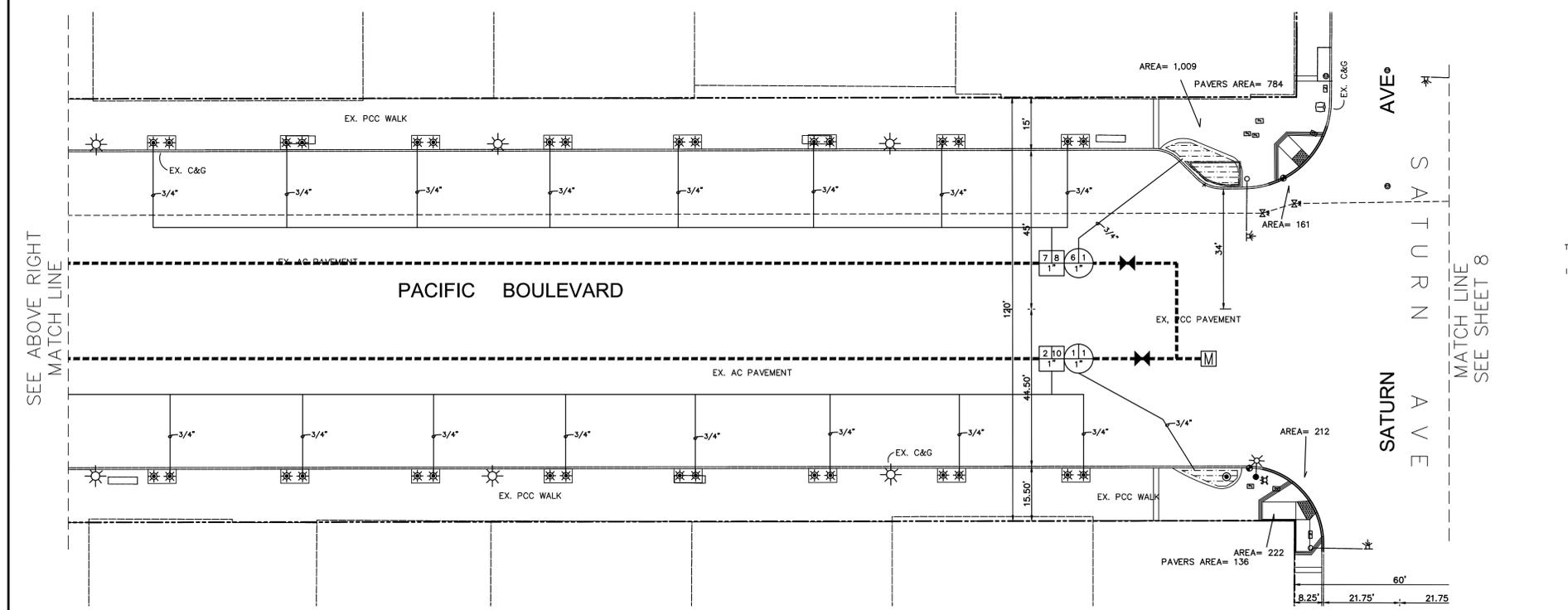
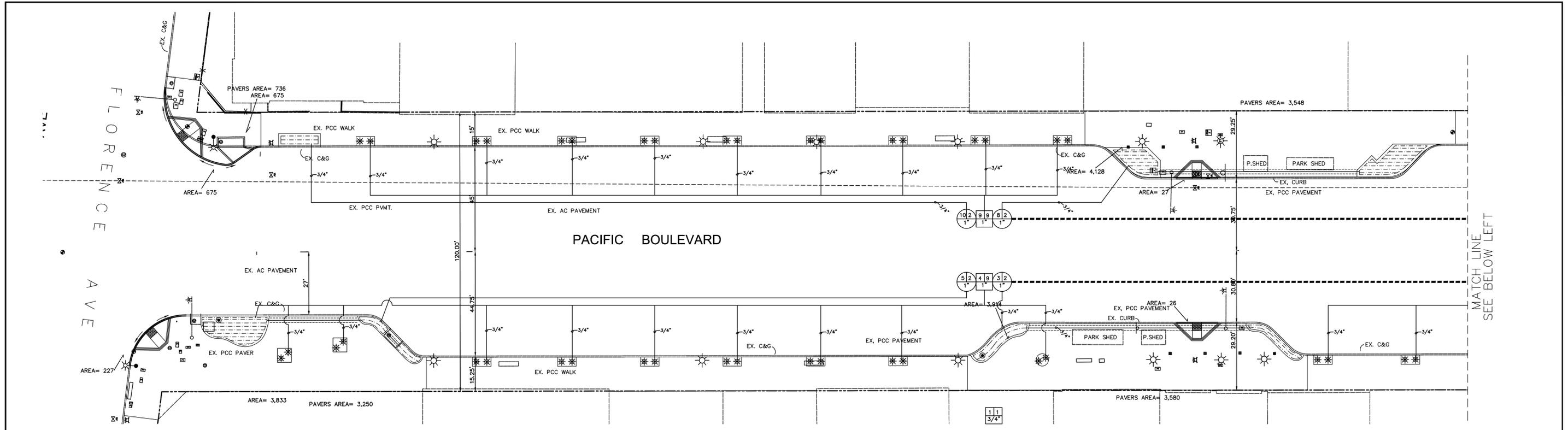
SUBMITTED: DATE

CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

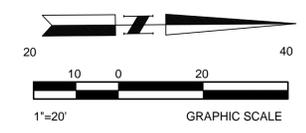
PLANTING DETAILS & NOTES
 STA. 54+00.00 TO STA. 65+50.00

SHEET 16 OF 22 SHEETS DWG. NO.



IRRIGATION LEGEND							
SYMBOL	MFG	MODEL/ DESCRIPTION	PATN.	GPM	PSI	RAD	DIST
	RAINBIRD	1402 RAINBIRD BUBBLER 1/2 4" RISER	FULL	0.5	30	---	B
	NETAFIM	FLUSH VALVE IN 6" VALVE BOX MODEL # TLO50MFV-1					C
	WEATHERMATIC	SL4800 SMARTLINE WALL MOUNT, VERIFY LOCATION W/ OWNER					F
	WEATHERMATIC	SLWS WIRELESS WEATHER STATION MOUNT TO ROOF EDGE PER MANUF. SPECS.					F
	ANY APPROVED	PVC SCHEDULE 40 SLEEVING (AT LEAST TWICE LINE SIZE)					G
	ANY APPROVED	PVC SCHEDULE 40 LATERAL LINE SIZE AS INDICATED ON PLAN					G
	ANY APPROVED	PVC SCHEDULE 40 MAIN LINE SIZE AS INDICATED ON PLAN					G
	NETAFIM	TECHLINE CV, TLOV8-12 LINES LAYOUT @ 18" O.C.		0.60	40		H
	IRRITROL	700 ULTRA FLOW SERIES AUTOMATIC INLINE VALVE SIZE AS INDICATED ON PLAN					I
	NETAFIM	CONTROL ZONE LVC2S8010075-HF, FLOW RATE 3.5-17.6 GPM CONTROL ZONE LVC2S8010075-LF, FLOW RATE 0.25-4.4 GPM					J
	NIBCO	BALL VALVE-LINE SIZE					K
	FEBCO	825Y REDUCED PRESSURE BACKFLOW, 1.25" SIZE, USE WILKINS 114-YB WYE STRAINER BRASS WITH 140 MESH SS.					L

ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600



CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

IRRIGATION PLAN-1
 STA. 10+00.00 TO STA. 20+70.00

Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600

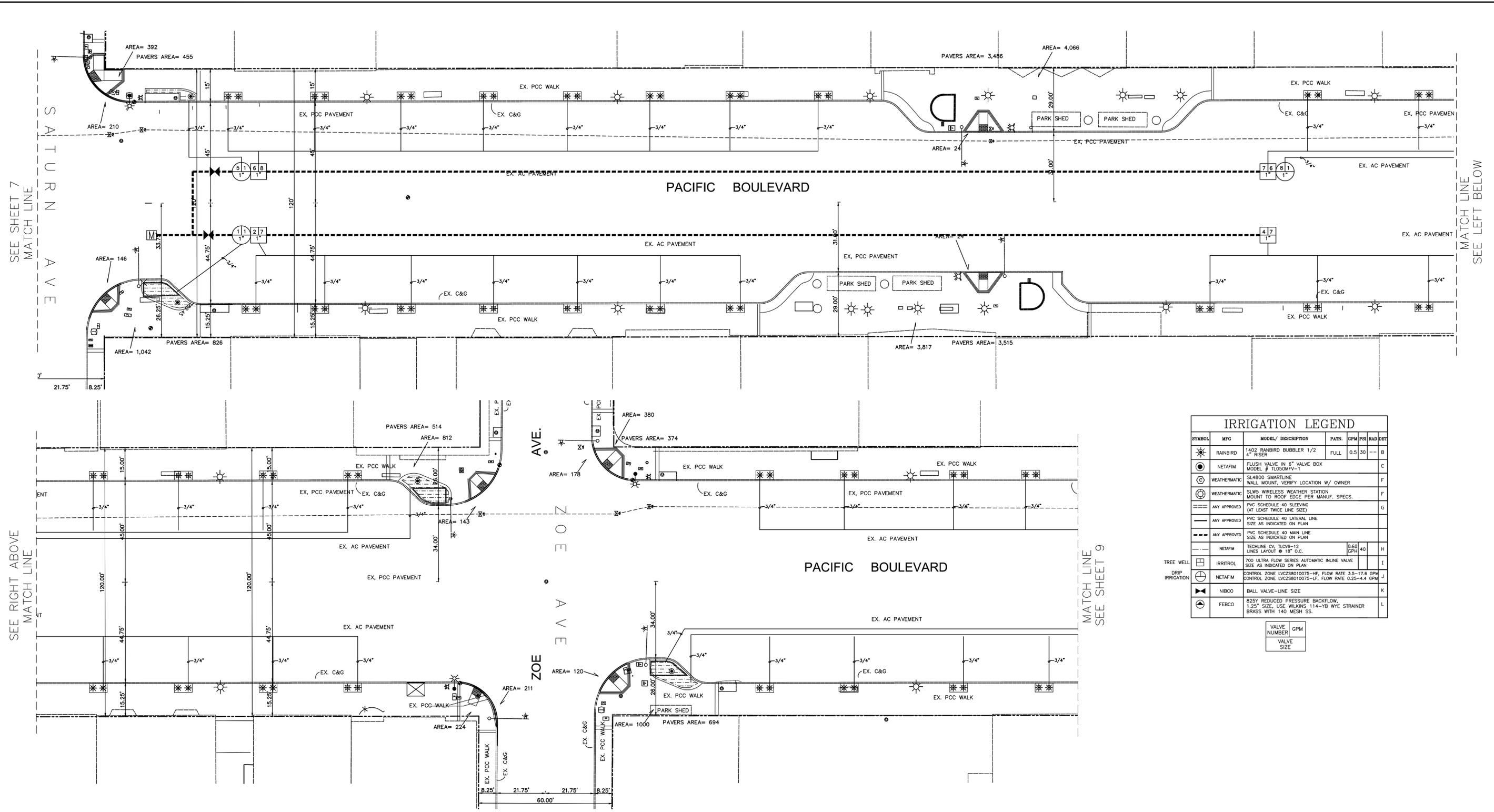
BENCH MARK	

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:

 13367 BENSON AVE
 CHINO, CALIFORNIA 91710 909
 909 595 8599
 J.N. 15404
 DATE

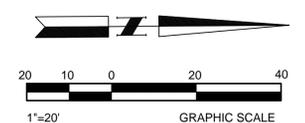
APPROVED:
 MICHAEL ACKERMAN - CITY ENGINEER DATE
 SUBMITTED: DATE



IRRIGATION LEGEND						
SYMBOL	MFG	MODEL/ DESCRIPTION	PATN.	GPM	PSI	RAD/DET
	RAINBIRD	1402 RAINBIRD BUBBLER 1/2 4" RISER	FULL	0.5	30	B
	NETAFIM	FLUSH VALVE IN 6" VALVE BOX MODEL # TLOSOMFV-1				C
	WEATHERMATIC	SL4800 SMARTLINE WALL MOUNT, VERIFY LOCATION W/ OWNER				F
	WEATHERMATIC	SLW5 WIRELESS WEATHER STATION MOUNT TO ROOF EDGE PER MANUF. SPECS.				F
	ANY APPROVED	PVC SCHEDULE 40 SLEEVING (AT LEAST TWICE LINE SIZE)				G
	ANY APPROVED	PVC SCHEDULE 40 LATERAL LINE SIZE AS INDICATED ON PLAN				
	ANY APPROVED	PVC SCHEDULE 40 MAIN LINE SIZE AS INDICATED ON PLAN				
	NETAFIM	TECHLINE CV, TLW6-12 LINES LAYOUT @ 18" O.C.		0.50	40	H
	IRRITROL	700 ULTRA FLOW SERIES AUTOMATIC IN-LINE VALVE SIZE AS INDICATED ON PLAN				I
	NETAFIM	CONTROL ZONE LVC2S8010075-HF, FLOW RATE 3.5-17.6 GPM CONTROL ZONE LVC2S8010075-LF, FLOW RATE 0.25-4.4 GPM				J
	NIBCO	BALL VALVE-LINE SIZE				K
	FEBCO	825Y REDUCED PRESSURE BACKFLOW, 1.25" SIZE, USE WILKINS 114-YB WYE STRAINER BRASS WITH 140 MESH SS.				L

VALVE NUMBER	GPM
VALVE SIZE	

ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600



CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

IRRIGATION PLAN-2
 STA. 20+70.00 TO STA. 32+00.00

SHEET 18 OF 22 SHEETS
 DWG. NO.

Underground Service Alert

 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

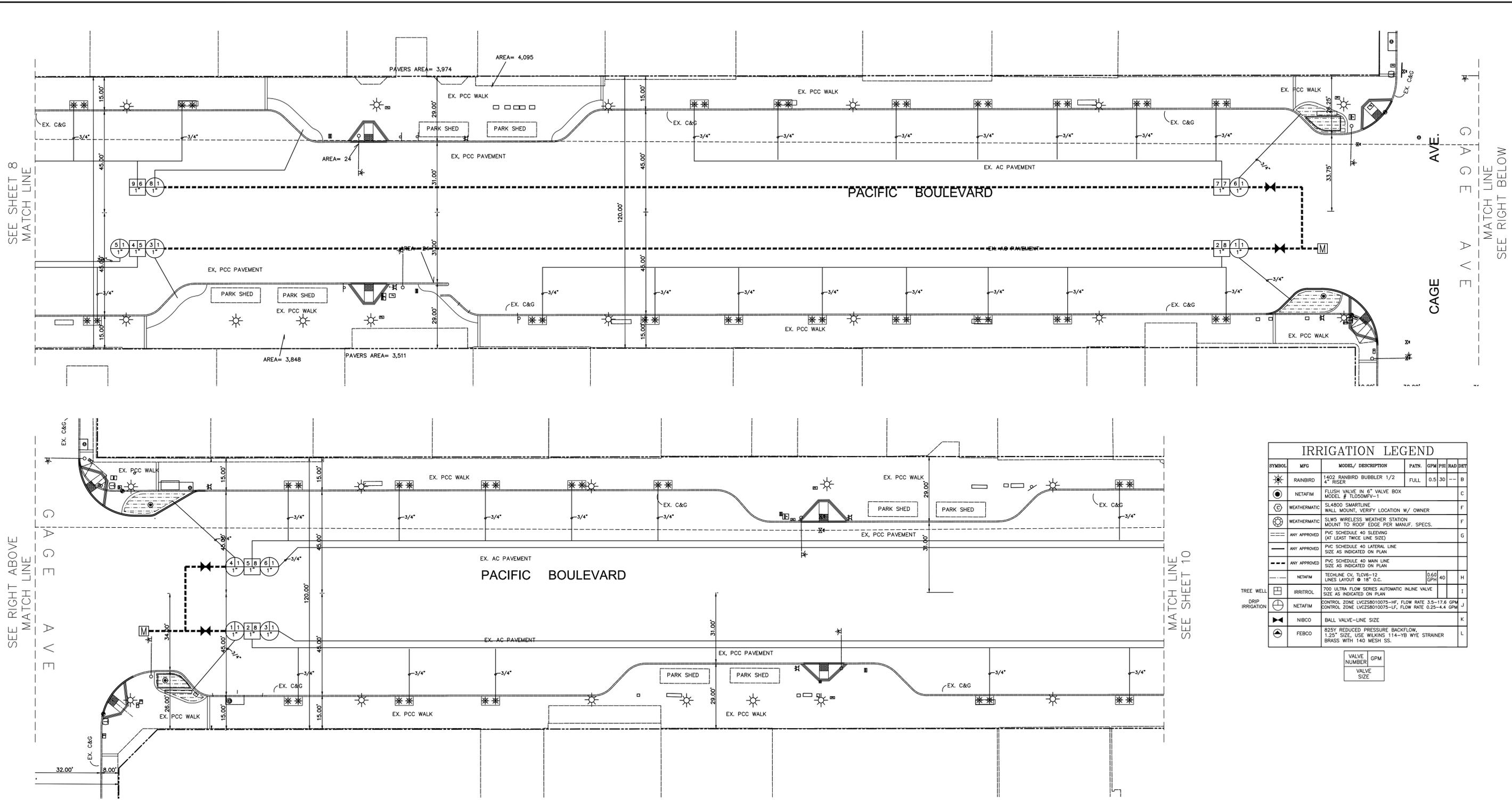
BENCH MARK	

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:

 13367 BENSON AVE
 CHINO, CALIFORNIA 91710 909
 909 595 8599
 J.N. 15404
 DATE

APPROVED:
 MICHAEL ACKERMAN - CITY ENGINEER
 DATE
 SUBMITTED:
 DATE



SEE SHEET 8
MATCH LINE

MATCH LINE
SEE RIGHT BELOW

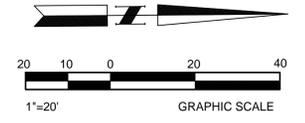
SEE RIGHT ABOVE
MATCH LINE

MATCH LINE
SEE SHEET 10

IRRIGATION LEGEND							
SYMBOL	MFG	MODEL / DESCRIPTION	PATN.	GPM	PSI	RAD	DIT
	RAINBIRD	1402 RAINBIRD BUBBLER 1/2\"/>					

VALVE NUMBER	GPM	VALVE SIZE
1	10	1/2"
2	10	1/2"
3	10	1/2"
4	10	1/2"
5	10	1/2"
6	10	1/2"
7	10	1/2"
8	10	1/2"
9	10	1/2"
10	10	1/2"
11	10	1/2"
12	10	1/2"
13	10	1/2"
14	10	1/2"
15	10	1/2"
16	10	1/2"
17	10	1/2"
18	10	1/2"
19	10	1/2"
20	10	1/2"
21	10	1/2"
22	10	1/2"
23	10	1/2"
24	10	1/2"
25	10	1/2"
26	10	1/2"
27	10	1/2"
28	10	1/2"
29	10	1/2"
30	10	1/2"
31	10	1/2"
32	10	1/2"
33	10	1/2"
34	10	1/2"
35	10	1/2"
36	10	1/2"
37	10	1/2"
38	10	1/2"
39	10	1/2"
40	10	1/2"
41	10	1/2"
42	10	1/2"
43	10	1/2"
44	10	1/2"
45	10	1/2"
46	10	1/2"
47	10	1/2"
48	10	1/2"
49	10	1/2"
50	10	1/2"
51	10	1/2"
52	10	1/2"
53	10	1/2"
54	10	1/2"
55	10	1/2"
56	10	1/2"
57	10	1/2"
58	10	1/2"
59	10	1/2"
60	10	1/2"
61	10	1/2"
62	10	1/2"
63	10	1/2"
64	10	1/2"
65	10	1/2"
66	10	1/2"
67	10	1/2"
68	10	1/2"
69	10	1/2"
70	10	1/2"
71	10	1/2"
72	10	1/2"
73	10	1/2"
74	10	1/2"
75	10	1/2"
76	10	1/2"
77	10	1/2"
78	10	1/2"
79	10	1/2"
80	10	1/2"
81	10	1/2"
82	10	1/2"
83	10	1/2"
84	10	1/2"
85	10	1/2"
86	10	1/2"
87	10	1/2"
88	10	1/2"
89	10	1/2"
90	10	1/2"
91	10	1/2"
92	10	1/2"
93	10	1/2"
94	10	1/2"
95	10	1/2"
96	10	1/2"
97	10	1/2"
98	10	1/2"
99	10	1/2"
100	10	1/2"

ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600



CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

IRRIGATION PLAN-3
 STA. 31+50.00 TO STA. 43+00.00

Underground Service Alert

 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

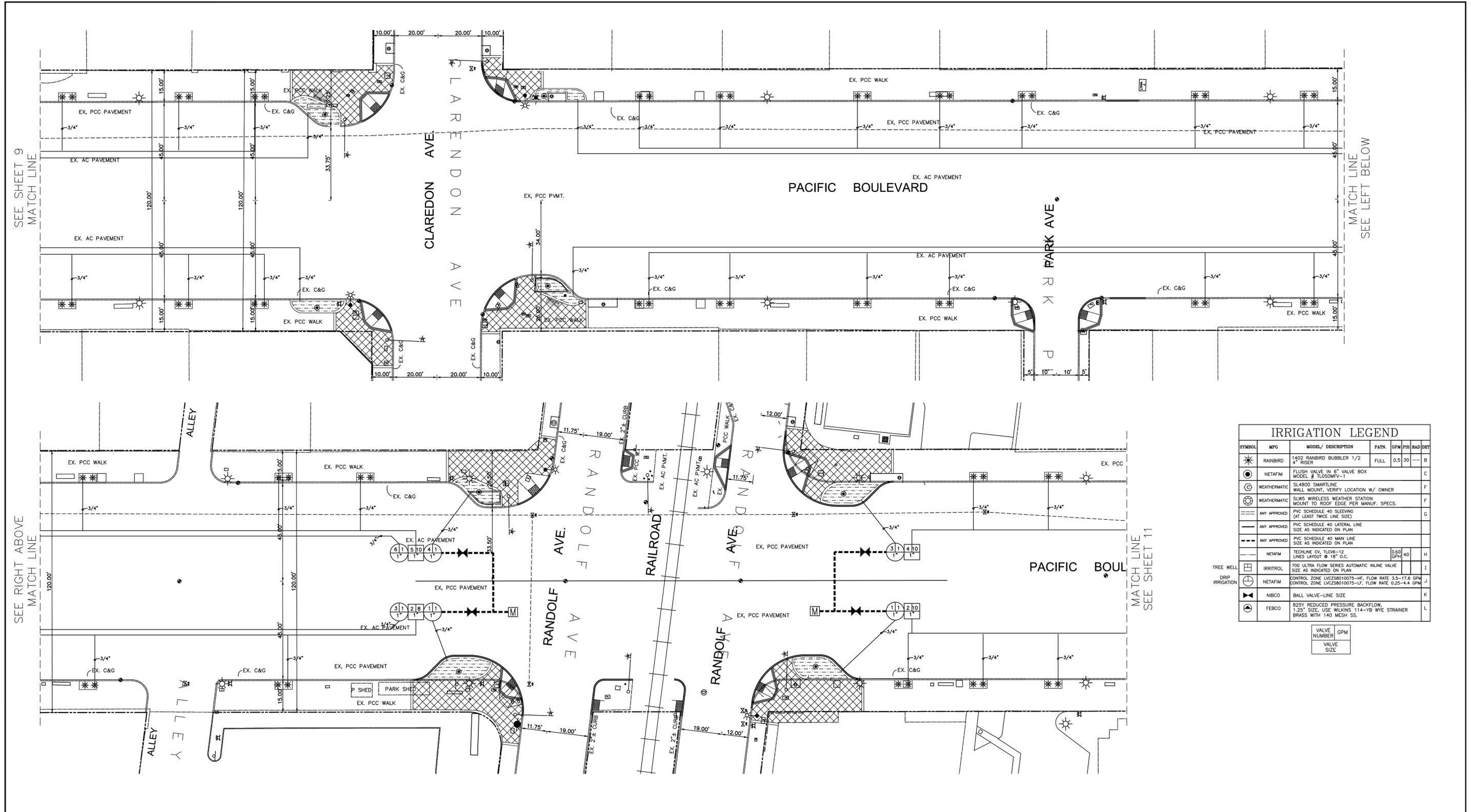
BENCH MARK

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:

 13367 BENSON AVE
 CHINO, CALIFORNIA 91710 909
 909 595 8599
 J.N. 15404
 DATE

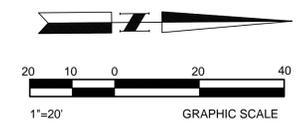
APPROVED:
 MICHAEL ACKERMAN - CITY ENGINEER DATE
 SUBMITTED: DATE



IRRIGATION LEGEND						
SYMBOL	MFG	MODEL/ DESCRIPTION	PATN.	GPM	PSI	RAD. DET.
	RAINBIRD	1402 RAINBIRD BUBBLER 1/2 4" RISER	FULL	0.5	30	-- B
	NETAFIM	FLUSH VALVE IN 6" VALVE BOX MODEL # TL050MFV-1				C
	WEATHERMATIC	SL4800 SMARTLINE WALL MOUNT, VERIFY LOCATION W/ OWNER				F
	WEATHERMATIC	SLWS WIRELESS WEATHER STATION MOUNT TO ROOF EDGE PER MANUF. SPECS.				F
	ANY APPROVED	PVC SCHEDULE 40 SLEEVING (AT LEAST TWICE LINE SIZE)				G
	ANY APPROVED	PVC SCHEDULE 40 LATERAL LINE SIZE AS INDICATED ON PLAN				
	ANY APPROVED	PVC SCHEDULE 40 MAIN LINE SIZE AS INDICATED ON PLAN				
	NETAFIM	TECHLINE CV, TL0V6-12 LINES LAYOUT @ 18" O.C.		0.60	40	H
	IRRITROL	700 ULTRA FLOW SERIES AUTOMATIC INLINE VALVE SIZE AS INDICATED ON PLAN				I
	NETAFIM	CONTROL ZONE LVCS28010075-HF, FLOW RATE 3.5-17.6 GPM CONTROL ZONE LVCS28010075-LF, FLOW RATE 0.25-4.4 GPM				J
	NIBCO	BALL VALVE-LINE SIZE				K
	FEBCO	825V REDUCED PRESSURE BACKFLOW, 1.25" SIZE, USE WILKINS 114-YB WYE STRAINER BRASS WITH 140 MESH SS.				L

VALVE NUMBER	GPM
VALVE SIZE	

ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600



CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

IRRIGATION PLAN-4
 STA. 43+00.00 TO STA. 54+00.

SHEET 20 OF 22 SHEETS

DWG. NO.

Underground Service Alert

Call: TOLL FREE
 1-800-227-2600

TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:

13367 BENSON AVE
 CHINO, CALIFORNIA 91710 909
 909 595 8599

J.N. 15404

DATE

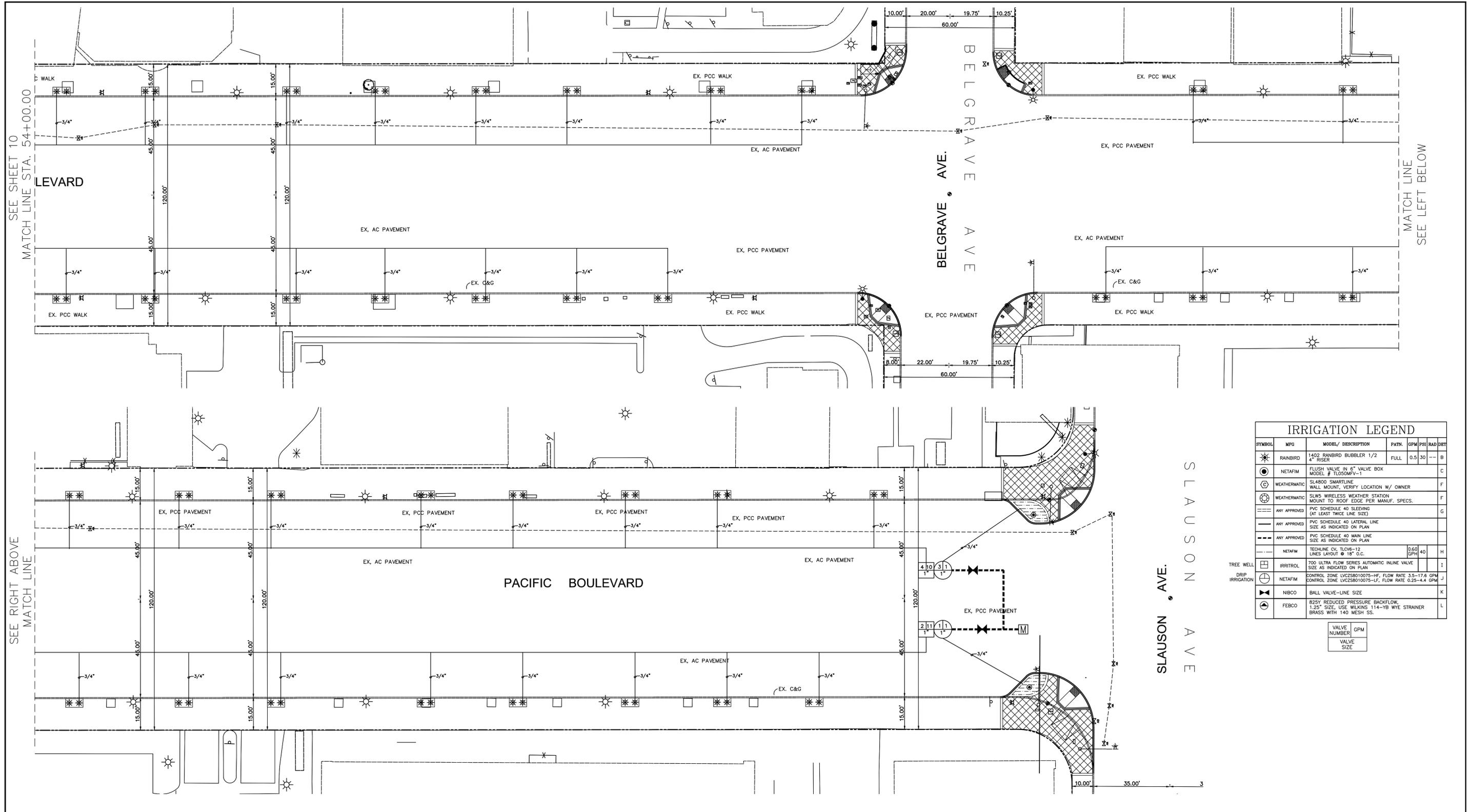
APPROVED:

MICHAEL ACKERMAN - CITY ENGINEER

DATE

SUBMITTED:

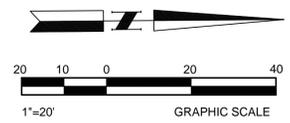
DATE



IRRIGATION LEGEND						
SYMBOL	MFG	MODEL/ DESCRIPTION	PATN.	GPM	PSI	RAD/DET
	RAINBIRD	1402 RAINBIRD BUBBLER 1/2 4" RISER	FULL	0.5	30	B
	NETAFIM	FLUSH VALVE IN 6" VALVE BOX MODEL # TL050MPV-1				C
	WEATHERMATIC	314800 SMARTLINE WALL MOUNT, VERIFY LOCATION W/ OWNER				F
	WEATHERMATIC	SLWS WIRELESS WEATHER STATION MOUNT TO ROOF EDGE PER MANUF. SPECS.				F
	ANY APPROVED	PVC SCHEDULE 40 SLEEVING (AT LEAST TWICE LINE SIZE)				G
	ANY APPROVED	PVC SCHEDULE 40 LATERAL LINE SIZE AS INDICATED ON PLAN				
	ANY APPROVED	PVC SCHEDULE 40 MAIN LINE SIZE AS INDICATED ON PLAN				
	NETAFIM	TECHLINE CV, TL0V6-12 LINES LAYOUT @ 18" O.C.		0.60	40	H
	IRRITROL	700 ULTRA FLOW SERIES AUTOMATIC INLINE VALVE SIZE AS INDICATED ON PLAN				I
	NETAFIM	CONTROL ZONE LWCZ58010075-HF, FLOW RATE 3.5-17.6 GPM CONTROL ZONE LWCZ58010075-LF, FLOW RATE 0.25-4.4 GPM				J
	NIBCO	BALL VALVE-LINE SIZE				K
	FEBCO	825Y REDUCED PRESSURE BACKFLOW, 1.25" SIZE, USE WILKINS 114-YB WYE STRAINER BRASS WITH 140 MESH SS.				L

VALVE NUMBER	GPM
VALVE SIZE	

ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL:
 1-800-227-2600



CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
 FLORENCE AVENUE TO SLAUSON AVENUE

IRRIGATION PLAN-5
 STA. 54+00.00 TO STA. 65+50.00

Underground Service Alert

 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

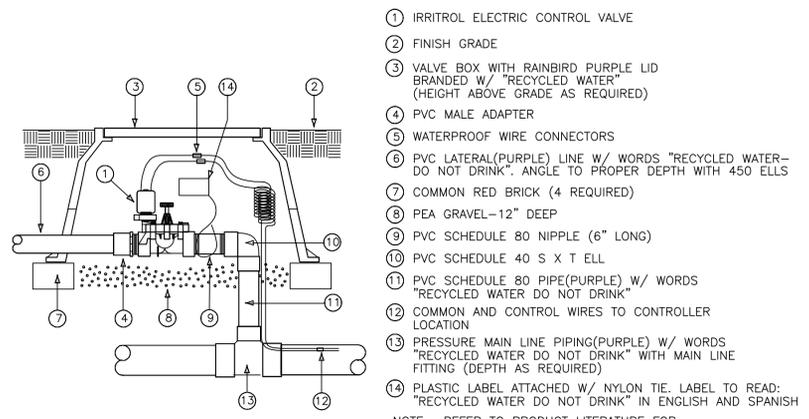
BENCH MARK	

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

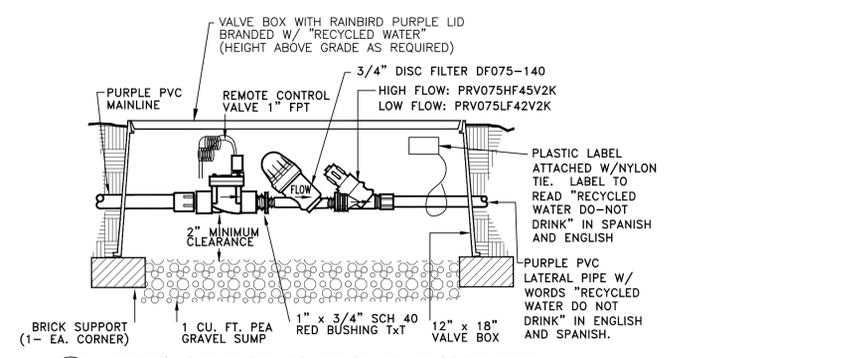
PREPARED BY:

 13367 BENSON AVE
 CHINO, CALIFORNIA 91710 909
 909 595 8599
 J.N. 15404
 DATE

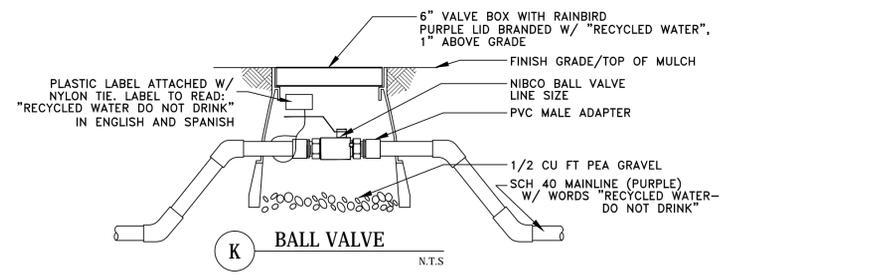
APPROVED:
 MICHAEL ACKERMAN - CITY ENGINEER DATE
 SUBMITTED: DATE



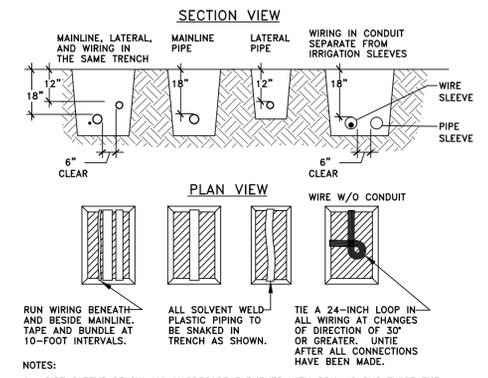
I REMOTE CONTROL VALVE
N.T.S.



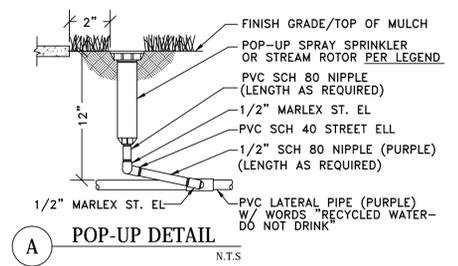
J HIGH/ LOW FLOW CONTROL ZONE ASSEMBLY
HIGH=4.5 - 17.6 GPM OR LOW= 0.25 - 4.4 GPM
N.T.S.



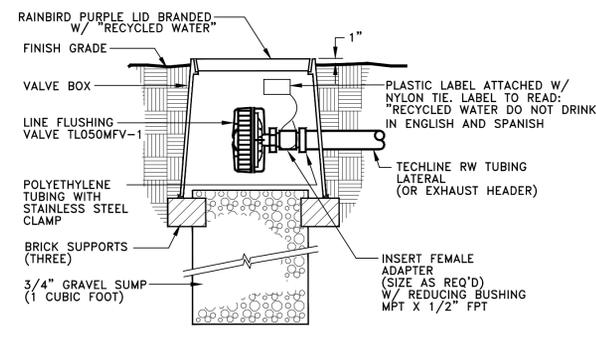
K BALL VALVE
N.T.S.



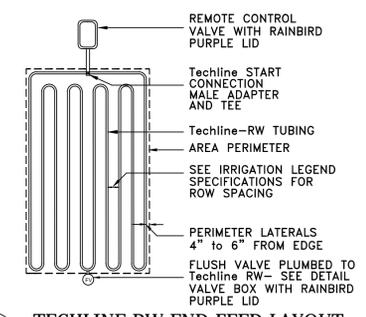
G PIPE & WIRE TRENCHING
TYPICAL DETAIL
N.T.S.



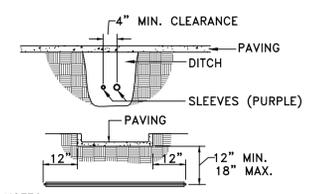
A POP-UP DETAIL
N.T.S.



C Techline LINE FLUSHING VALVE
(PLUMBED TO POLY)
N.T.S.



H TECHLINE RW END FEED LAYOUT
N.T.S.



G SLEEVES
N.T.S.

GENERAL IRRIGATION NOTES

- It is the responsibility of the irrigation Contractor to familiarize himself with all grade differences, location of wall, retaining walls, structures and utilities. The Contractor shall repair or replace, at no additional cost to the owner, all items damaged by his work. The Contractor shall coordinate his work with other contractors for the location and installation of pipe sleeves and laterals through walls, under roadways and paving, etc.
- The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences, or differences in the area dimension exist that might not have been addressed in the design of the irrigation system. Such obstructions or differences shall be brought to the attention of the Owner's authorized representative. In the event this notification is not performed, the Contractor shall assume full responsibility for any necessary alterations to the work.
- The Contractor shall obtain, coordinate, and pay for any and all inspections as required.
- The Contractor shall be responsible and liable for any encroachment into adjacent property, R.O.W.'s easements setbacks or any other legal property restrictions either marked or unmarked.
- The irrigation system design is based on a minimum operation pressure of 45 PSI and a maximum flow demand of 12.0 GPM. The Contractor shall verify water pressure prior to construction. Report any difference between the water pressure indicated on the drawings and the actual pressure reading at the irrigation point of connection to the Civil Engineer.
- This design is diagrammatic. All piping, valves, etc., shown within paved areas is for design clarification only and shall be installed in planting areas wherever possible. The Contractor shall locate all valves in shrub or groundcover areas.
- Trenching within the dripline of large existing trees shall be performed by hand, and with extreme care not to sever roots 1-1/2" in diameter and larger. Where roots 1-1/2" in diameter and larger are encountered, the Contractor shall tunnel under said roots. Exposed roots that have been tunneled under shall be wrapped in wet burlap and kept moist while the trench is open.
- All Main line piping, lateral line piping, and control wires under paving shall be installed in Schedule 40 PVC sleeves at a minimum depth of 18". Sleeves shall be installed before paving is in place. All sleeve size shall be a minimum of twice the diameter of the pipe to be sleeved. Control wire sleeves shall be of sufficient size for the required number of wires under paving.
- Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes shall be permitted, but substitutions of larger sizes may be approved. All damaged and rejected pipe shall be removed from the site at the time of said rejection.
- All sprinkler heads shall be set perpendicular to finish grade unless otherwise specified. Install all heads with double swing joints as per detail. All heads adjacent to parking lots, walks, roads, or other paved areas shall be installed with pop-up bodies.
- The Contractor shall flush and adjust all sprinkler heads, drip tubing, and valves for optimum coverage with minimal misting and/or over spray onto walks, streets, walls, etc. Substitution of nozzle pattern or radius as required to achieve optimum coverage is responsibility of contractor.
- All irrigation equipment not otherwise detailed or specified shall be installed as per manufacturer's recommendations and specifications.
- Drip tubing shall be installed in parallel rows (wherever possible) 18" apart on top the finish grade (unless stated otherwise on plan OR irrigation legend) and covered with 3" of specify groundcover material- see planting plan. Emitter spacing of adjacent rows staggered. Tubing shall be firmly staked in place with U-staples at 5' on center (24" on center around tight curves). In steeply sloped areas, install tubing rows perpendicular to the direction of the slope. Install flush valves at the circuit's major low points (verify in field). Install flush valves in 6" valve boxes. Drip irrigation tubing shall be connected to Schedule 40 PVC supply line and exhaust manifolds where indicated on the plans.
- All remote control valves, gate valves, flush valves, and pressure relief valves shall be installed in suitable valve boxes as shown in details, complete with locking covers. All shall be Carson, Amtec, or approved equal, and shall be marked "G.V." for gate valves, "R.C.V." for remote control valves, etc. Provide expansion coils at each wire connection in valve box as per details.
- Pressure test Mainline at 150 PSI per three(3) hours constant.

IRRIGATION SCHEDULES												
DRIP IRRIGATION SYSTEM												
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Minutes per start time	50	50	50	50	50	50	50	50	50	50	50	50
Start times per week	2	2	3	5	6	7	7	7	6	3	2	2
Total minutes per week	100	100	150	250	300	350	350	300	150	100	100	
TREE BUBBLERS												
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Maximum Minutes per start time	4	4	4	4	4	4	4	4	4	4	4	4
Start times per week	2	3	4	5	5	7	7	7	5	4	3	2
Total minutes per week	8	12	16	20	20	28	28	20	16	12	8	

ATTENTION
All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
FOR UNDERGROUND SERVICE ALERT CALL:
1-800-227-2600

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

PREPARED BY:	APPROVED:
 1367 BENSON AVE CHINO, CALIFORNIA 91710 909 909 595 8599 J.N. 15404 DATE	MICHAEL ACKERMAN - CITY ENGINEER DATE SUBMITTED: DATE

CITY OF HUNTINGTON PARK
PUBLIC WORKS & ENGINEERING DEPT.

PACIFIC BOULEVARD
FLORENCE AVENUE TO SLAUSON AVENUE

IRRIGATION DETAILS & NOTES
STA. 54+00.00 TO STA. 65+50.00

SHEET 22 OF 22 SHEETS
DWG. NO.

