

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, December 3, 2019

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

Karina Macias
Mayor

Manuel “Manny” Avila
Vice Mayor

Graciela Ortiz
Council Member



Marilyn Sanabria
Council Member

Jhonny Pineda
Council Member

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

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

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

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

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

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

Public Comment

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

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

STAFF RESPONSE

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held November 19, 2019.

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated December 3, 2019.

CITY ATTORNEY

3. Adopt Ordinance Adding Section 4-7.1624 of Title 4 "Public Safety," Chapter 7 "Traffic," Article 16 "Parking Prohibited or Limited," of the City of Huntington Park's Municipal Code Prohibiting the Stopping, Parking, or Standing of Nuisance Vehicles Upon any Street in Residential Zones and the Stopping, Parking, or Standing of Oversized Vehicles on Public Streets

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive second reading and adopt Ordinance No. 2019-980, adding Section 4-7.1624 of Title 4, Chapter 7, Article 16 of the City of Huntington Park's Municipal Code relating to the prohibition of parking of nuisance and oversize vehicles.

CONSENT CALENDAR CONTINUED...

CONSENT CALENDAR (CONTINUED)

PUBLIC WORKS

4. **Consideration and Approval of a Resolution Adopting the Sewer System Management Plan as Required by the State Water Resources Control Board Order Number 2006-0003-DWQ**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2019-34, approving the adoption of the Sewer System Management Plan (SSMP); and
2. Authorize staff to upload the adopted SSMP to the State's website.

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE

5. **Consideration and Approval of First Amendment to Professional Services Agreement (PSA) with Ronak Desai, dba R.T. Desai & Associates for Accounting Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve First Amendment to the Professional Services Agreement between the City of Huntington Park and Ronak Desai dba R. T. Desai & Associates for Accounting Services; and
2. Authorize City Manager to execute the agreement.

COMMUNITY DEVELOPMENT

6. **Consideration and Approval of First Amendment to the Memorandum of Understanding (MOU) with the Greater Huntington Park Area Chamber of Commerce**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to the Memorandum of Understanding with The Greater Huntington Park Area Chamber of Commerce; and
2. Authorize City Manager or designee to execute amended agreement.

REGULAR AGENDA (CONTINUED)

COMMUNITY DEVELOPMENT (CONTINUED)

7. **Consideration and Approval to Enter into a Sub-Recipient Agreement with Gateway Cities Council of Governments for the West Santa Ana Branch/Eco-Rapid Transit Corridor Project**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Sub-Recipient Agreement with Gateway Cities Council of Governments to provide administrative support during the environmental review process for the West Santa Ana Branch/Eco-Rapid Transit Corridor project; and
2. Authorize City Manager to execute the agreement and related documents.

PARKS AND RECREATION

8. **Consideration and Approval of a Resolution Approving the License Agreement (File No. P-101237) Between the Los Angeles Department of Water & Power and the City as part of CIP 2018-08 Huntington Park Greenway Project**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2019-35, approving the execution of the license agreement (File No. P-101237) between the Los Angeles Department of Water & Power (LADWP) and the City granting permission to utilize a portion of the linear property to construct and maintain a public linear park, which is also known as CIP 2018-08 Huntington Park Greenway Project (Project);
2. Approve appropriation of \$5,000 from Account No. 111-6010-451.76-05 as part of the Licensee's (City) annual obligation per year for an initial period of five (5) years, at which time the License Fee shall be adjusted upward five percent (5%) annually each year thereafter the initial five years for the remaining term of the agreement;
3. Adopt the final Los Angeles Department of Water & Power approved Project plans; and
4. Authorize City Manager to execute the agreement.

REGULAR AGENDA (CONTINUED)

POLICE

- 9. Consideration and Approval for Acceptance of 2019-2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding and Appropriation of Funds for the Completion of a Technology Project for the Police Department and Youth Engagement Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize City Manager to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$29,888;
2. Designate the City Manager as the Authorized Grantee Official for the purpose of executing grant objectives and documentation; and
3. Approve appropriation in the amount of \$29,888 in the City's FY 2019-20 budget for purchase of computer software for the police department and youth engagement program.

PUBLIC WORKS

- 10. Consideration and Approval for Acceptance of Work Completed for CIP 2018-19 Various Streets Improvement Project**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve acceptance of work completed by Sully-Miller Contracting Co. (Sully-Miller) for the construction of CIP 2018-19 Various Streets Improvement Project (Project);
2. Approve contract change orders in the amount of \$197,155.54 from account number 111-8010-431.76-01;
3. Approve the withholding of \$29,194.30 from Sully-Miller's retention based on California Public Contract Code Section § 7107 subsection (c);
4. Authorize expenditures for public outreach and labor compliance services provided by Infrastructure Engineers (IE) in an amount of \$59,500, from account number 239-8010-431.76-01;
5. Authorize City Manager or designee to sign all change orders and pending Request for Services associated with the completion of this project;
6. Authorize staff to execute the "Notice of Completion" (NOC) and direct City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
7. Release the 5% retention (minus \$29,194.30) being withheld from the payment to Contractor after 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

END OF REGULAR AGENDA

PUBLIC HEARING

CITY MANAGER

11. Consideration and Approval of Substantial Amendment Number One to the Fiscal Year (FY) 2019-20 Annual Action Plan (AAP) for Community Development Block Grant (CDBG) Funds

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony;
3. Approve reallocation of CDBG funds for FY 19-20 consists of reducing the Huntington Park Senior Program by \$15,000 and increasing the Huntington Park Afterschool Program by \$15,000. The Huntington Park Homeless Services Program will be reduced by \$15,000 and The Salvation Army Southeast Communities Program will be awarded \$15,000. The total reallocation for this substantial amendment is \$30,000;
4. Authorize City Manager to execute all required City and HUD documents for transmittal to the U.S Department of Housing and Urban Development Department (HUD); and
5. Amend the Fiscal Year 2019-20 Budget in accordance with the approved reallocation.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Jhonny Pineda

Council Member Marilyn Sanabria

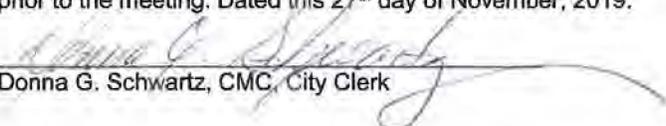
Vice Mayor Manuel "Manny" Avila

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, December 17, 2019 at 6:00 P.M.

Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 24 hours prior to the meeting. Dated this 27th day of November, 2019.


Donna G. Schwartz, CMC, City Clerk

Regular Meeting of the
City of Huntington Park City Council
Tuesday, November 19, 2019

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

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Tuesday, November 19, 2019, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

PRESENT: Council Member(s): Graciela Ortiz, Jhonny Pineda, Marilyn Sanabria, (Vice Mayor Manuel “Manny” Avila arrived at 6:17 p.m.) and Mayor Karina Macias.

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Raul Alvarez, Assistant City Manager; Araceli Almazan, Legal; Cosme Lozano, Chief of Police; Cynthia Norzagaray, Director of Parks and Recreation; Nita McKay, Director of Finance & Administrative Services; Sergio Infanzon, Director of Community Development and Donna G. Schwartz, City Clerk.

INVOCATION

The invocation was led by Mayor Macias.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Sanabria.

PRESENTATIONS

Council presented “Certificates of Appreciation,” to Volunteers and Organizations for Their Time and Donations to the Huntington Park’s “Hauntington Park Halloween Festival.”

Council presented a proclamation to Representatives of AARP and Service Employees International Union (SEIU) 2015, Proclaiming November as “National Family Caregivers Month.”

At 6:54 p.m. Mayor Macias called for a RECESS. At 7:15 p.m. Mayor Macias RECONVENED with all Council Members present.

PUBLIC COMMENT

1. Ahmadiyya Muslim Community, spoke on Islam and Humanity.

STAFF RESPONSE - None

CLOSED SESSION

At 7:20 p.m. Araceli Almazan, Legal, requested a motion to add a subsequent need item as item 4 to closed session, the item came after the agenda was posted and is in need of action by Council. Closed session item related to Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9 (d)(1) – City of Huntington Park v Central Basin Municipal Water District. **Motion:** Council Member Sanabria moved to approve adding the subsequent need item as closed session item 4, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

Araceli Almazan, Legal, recessed to closed session.

CLOSED SESSION (CONTINUED)

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of case: John Navarrette v City of Huntington Park,
Claim Nos. 15-122673 and 16-128514
2. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Administrative Services Director
Employee Organization: General Employees Association (GEA)
3. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6(a)) - Regarding Represented Employees
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager
Employee Organization: Police Management Association (PMA)
4. **Subsequent Need Item:** CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Government Code Section 54956.9(d)(1) – [One Matter]
City of Huntington Park v Central Basin Municipal Water District

At 8:12 p.m. Mayor Macias reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

Araceli Almazan, Legal, announced all Council Members were present and briefed on closed session items 1 through 4. 1-4.) no action taken, nothing to report.

CONSENT CALENDAR

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

ROLL CALL:

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

Council Member Pineda directed staff to look into the three payments in the same month, with similar amounts made to Express Transportation Services to ensure this is correct.

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
 - 1-1. Regular City Council Meeting held November 5, 2019.

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated November 19, 2019.

POLICE

3. Adopted Ordinance No. 2019-979, Repealing and Restating Section 4-7.1623 of Article 16 "Parking Prohibited or Limited", Chapter 7 "Traffic", Title 4 "Public Safety" of the City of Huntington Park's Municipal Code Relating to Parking of Vehicles for Sale.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY ATTORNEY

- 4. Consideration and Approval of an Ordinance Adding Section 4-7.1624 of Title 4 “Public Safety,” Chapter 7 “Traffic,” Article 16 “Parking Prohibited or Limited,” of the City of Huntington Park’s Municipal Code Prohibiting the Stopping, Parking, or Standing of Nuisance Vehicles Upon any Street in Residential Zones and the Stopping, Parking, or Standing of Oversized Vehicles on Public Streets**

City Manager Ricardo Reyes announced the item.

Motion: Council Member Ortiz moved to waive first reading and introduce Ordinance No. 2019-980, adding Section 4-7.1624 of Title 4, Chapter 7, Article 16 of the City of Huntington Park’s Municipal Code relating to the prohibition of parking of nuisance and oversize vehicles and schedule the second reading and adoption of said Ordinance, as described above, at the next regularly scheduled meeting of the City Council, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

COMMUNITY DEVELOPMENT

- 5. Consideration and Approval for Authorization to Purchase Warranty for Parking Pay Stations**

City Manager Ricardo Reyes announced the item.

Motion: Council Member Ortiz moved to approve the purchase of a 1-Year Warranty for Parking Pay Stations in the amount of \$22,050.00, approve an appropriation transfer in the amount of \$7,174 to be transferred to account number 111-8010-415.56-41 Public Works Other Expenses Contractual Services from account number 111-6010-451.73-10 City-Wide Park Improvements and authorize City Manager or designee to execute Purchase Order, seconded by Council Member Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

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

POLICE

- 6. Consideration and Approval for Acceptance of Fiscal Year (FY) 2019-2020 Selective Traffic Enforcement Program (STEP) Grant Agreement from the Office of Traffic Safety (OTS)**

City Manager Ricardo Reyes announced the item.

Motion: Council Member Ortiz moved to approve the Police Department to accept funding provided through the Selective Traffic Enforcement Program totaling \$120,000 in account number 224-0000-335.30-96, approve budget appropriations totaling \$120,000 in the specified accounts as detailed in the Fiscal Impact Section of this report and authorize the City Manager to execute the Standard Agreement for FY 19-20 STEP, between the City of Huntington Park and the State of California Office of Traffic Safety (OTS), seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

REGULAR AGENDA (CONTINUED)

POLICE - ITEM 6 (CONTINUED)

ROLL CALL:

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

PUBLIC WORKS

7. Consideration and Approval of Award of Contract for Construction of CIP 2016-01 ATP Cycle II Project ATPL-5150(012)

Assistant City Manager Raul Alvarez presented the item.

Motion: Council Member Ortiz moved to approve award of construction contract to Calpromax Engineering, Inc. as the lowest responsible, responsive bidder for a not-to-exceed amount of \$1,950,192, approve an appropriation transfer in the amount of \$500,000 to be transferred to account number 222-8080-431.73-10 ATP Cycle II Capital Improvement Project from account number 222-8010-431.76-01 City-Wide Street Capital Improvement Project, approve an appropriation transfer in the amount of \$219,202 to be transferred to account number 111-8080-431.73-10 ATP Cycle II Capital Improvement Project from account number 111-8010-431.76-01 City-Wide Street Capital Improvement Project and authorize City Manager or designee to negotiate and execute contract agreement, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

8. Consideration and Approval of Project Change Orders for CIP 2018-05 Huntington Park Signal Synchronization & Bus Speed Improvements Project

Assistant City Manager Raul Alvarez presented the item.

Motion: Council Member Sanabria moved to approve an appropriation transfer in the amount of \$144,864 to be transferred to account number 222-8010-431.73-10 Signal Synchronization/Bus Speed Improvements from account number 222-8010-431.76-01 City-Wide Street Improvements, authorize City Manager or his designee to execute the project change orders for Elecnor Belco Electric, Inc. and Infrastructure Engineers and authorize payments to the Los Angeles County Department of Public Works for the design of As-built traffic signal plans and revised timing sheets for the five signal controllers that will be replaced, seconded by Council Member Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

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

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

9. Consideration and Approval of Proposals and Award Agreements for the Design, System Analysis and Permitting Assistance and the Cottage Reservoir Feasibility Update Study for Water Well No. 15

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve proposal and award agreement for Cottage Reservoir Feasibility Update Study for Well No. 15 to Infrastructure Engineers for a not-to-exceed amount of \$31,000 from Account No. 681-8030-461-73.10;
2. Approve proposal and award agreement for System Analysis, Design and Permitting Assistance for Well No. 15 to Tetra Tech for the Cottage Reservoir By-Pass in a not-to-exceed amount of \$29,770 from Account No. 681-8030-461.73-10;
3. Approve an appropriation transfer in the amount of \$60,770 to be transferred to account number 681-8030-461.76-07 Well 15 Reservoir Study from account number 681-8030-461.73-10 City-Wide Water System Upgrades; and
4. Authorize City Manager or designee to negotiate and execute two separate professional services agreements.

Assistant City Manager Raul Alvarez presented the item.

Motion: Council Member Sanabria moved to table this item so that she can meet with staff to get a better understanding, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

10. Consideration and Approval of Payment for Replacement & Repair of Cooling Coil for City Hall N/E A/C System

Assistant City Manager Raul Alvarez presented the item.

Motion: Council Member Sanabria moved to approve emergency expenditure in the amount of \$31,750 in accounts 111-8020-431.43-10, 111-8022-419.43-10, 111-8023-451.43-10, 111-8024-421.43-10 for the Replacement and Repair of Cooling Coil for City Hall A/C System and authorize City Manager or designee to execute the encumbrance request, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz, thanked staff for all their support, wished all a Happy Thanksgiving with all their loved ones.

Council Member Jhonny Pineda, acknowledged Chief of Police for bringing the ordinance regarding parking vehicles for sale; Coffee with a Copy and all who participated in the Halloween Event. He encouraged the public to run for office and wished all a Happy Thanksgiving.

Council Member Marilyn Sanabria, wished all a Happy Thanksgiving, thanked staff for all their support, reiterated the tree lighting event, the ice skating rink and wished all a good night.

Vice Mayor Manuel "Manny" Avila, wished all Happy Holidays.

Mayor Karina Macias, wished all a Happy Thanksgiving, thanked staff for all their support, reiterated the ice skating rink and invited everyone to the tree lighting event.

ADJOURNMENT

At 8:29 p.m. Mayor Macias adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, December 3, 2019 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	234	Congressional Earmark
114	Spec Events Contrib Rec	235	Federal Street Improvmt
120	Special Revenue DNA ID	237	Community Planning
121	Special Revnu Welfare Inm	239	Federal CDBG Fund
122	Prevention Intervention	240	HUD EZ/EC Soc Sec Block
123	Board of Corrections - LEAD	242	HUD Home Program
124	Auto Theft	243	HUD 108 B03MC060566
150	Emergency Preparedness	245	EPA Brownfield
151	Economic Development	246	LBPHCP-Lead Base
201	Environmental Justice	247	Neighborhood Stabilization
202	CFP Crosswalks	248	Homelessness Prevention
204	SR2S Middleton Safe Route	252	ABC
205	CFP Pacific Blvd	275	Successor Agency
206	CFP iPark Pay Station	283	Sewer Maintenance Fund
207	CFP Signal Synchronization	285	Solid Waste Mgmt Fund
208	CMAQ Metro Rapid	286	Illegal Disposal Abatemnt
209	CFP City Street Resurfacing	287	Solid Waste Recycle Grant
216	Employees Retirement Fund	288	COMPBC
217	OPEB	334	Ped/Bike Path Fund
219	Sales Tax-Transit Fund A	349	Capital Improvement Fund
220	Sales Tax-Transit C	475	Public Financng Authority
221	State Gasoline Tax Fund	533	Business Improv Dist Fund
222	Measure R	535	Strt Lght & Lndscp Assess
223	Local Origin Program Fund	681	Water Department Fund
224	Office of Traffic & Safety	741	Fleet Maintenance
225	Cal Cops Fund	745	Worker's Compensation Fnd
226	Air Quality Improv Trust	746	Employee Benefit Fund
227	Offc of Criminal Justice	748	Veh & Equip Replacement
228	Bureau of Justice Fund	779	Deferred Comp. Trust Fund
229	Police Forfeiture Fund	800	Pooled Cash
231	Parking System Fund	801	Pooled Cash Fund
232	Art in Public Places Fund	802	Pooled Interest
233	Bullet Proof Vest Grant		

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 12-3-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY INC	308699-00	111-8024-421.43-10	PD AC STARTER & SWITCH	493.31
				\$493.31
AARON CRUZ	74743/75257	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	26.40
	74783/75246	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	422.40
	74999/75258	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	343.20
	75160/75250	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	184.80
				\$976.80
ABC BATTERY	101575	741-8060-431.43-20	BATTERY FOR FORKLIFT	85.20
				\$85.20
ALADDIN LOCK & KEY SERVICE	29446	741-8060-431.43-20	KEY REPLACEMENT PW UNIT # 185	43.55
				\$43.55
ALL CITY MANAGEMENT SERVICES,INC	64475	111-7022-421.56-41	CROSSING GUARD SRVCS	8,276.26
				\$8,276.26
AMAZON.COM SERVICES, INC.	1F1TP1NQ3C6X	111-6010-466.55-50	P&R HALLOWEEN SUPPLIES	220.14
	1F1TP1NQFMNY	111-6010-466.55-50	P&R HALLOWEEN SUPPLIES	54.54
	1JPFLHGJKXGG	111-6010-466.55-50	P&R HALLOWEEN SUPPLIES	69.17
	1JWHK4Q71VKQ	111-6010-466.55-50	P&R HALLOWEEN SUPPLIES	827.89
	1JMYH9QCMMW3	111-6020-451.61-35	P&R CULTURAL ART SUPPLIES	258.22
	1WT61WC41KWN	111-6021-413.61-15	P&R HEALTH COMMISSION SUPPLIES	18.18
				\$1,448.14
AMERICAN EAGLE PROTECTIVE SERVICES	HP-070719-EFLO	111-6020-451.56-41	SECURITY GUARDS SRV 7/4/19	4,440.00
	HP070719-EFLOFO	111-6020-451.56-41	SECURITY GUARDS SRV 7/4/19	740.00
				\$5,180.00
ARAMARK UNIFORM & CAREER APPAREL	534633830	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	150.57
	534668068	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	184.55
	534685118	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	297.87
	534702184	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	183.45
				\$816.44
ARTIFICIAL ICE EVENTS, LLC	47482-1	111-6010-451.73-10	ICE SKATING RINK DEPOSIT	13,331.00
	47482-2	111-6010-451.73-10	ICE SKATING RINK- FINAL BALANCE	13,331.88
				\$26,662.88
AT&T PAYMENT CENTER	11/7/19-12/6/19	111-9010-419.53-10	CITYWIDE PHONE SRVCS	33.03
	11/7/19-12/6/19	111-9010-419.53-10	CITYWIDE PHONE SRVCS	33.03
	11/7/19-12/6/19	111-9010-419.53-10	CITYWIDE PHONE SRVCS	33.03
	11/7/19-12/6/19	111-9010-419.53-10	CITYWIDE PHONE SRVCS	33.03
	11/7/19-12/6/19	111-9010-419.53-10	CITYWIDE PHONE SRVCS	100.52
	11/7/19-12/6/19	111-9010-419.53-10	CITYWIDE PHONE SRVCS	194.02
	11/7/19-12/6/19	111-9010-419.53-10	CITYWIDE PHONE SRVCS	80.35
				\$507.01
BATTERY SYSTEMS INC	5114001	741-8060-431.43-20	BATTERIES CITY TRUCK	371.51
				\$371.51
BOB BARKER COMPANY INC.	WEB000634422	121-7040-421.56-14	PD JAIL SUPPLIES	4.65
				\$4.65

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BRINK'S INCORPORATED	2921605	111-9010-419.33-10	BANK SRVC TRANSPORTATION 10/19	1,008.83
	2921606	111-9010-419.33-10	MONEY PROCESSING 10/2019	189.00
				\$1,197.83
CAL PRIVATE BANK-FIT	PPE 11/17/2019	111-0000-217.20-10	FEDERAL TAX DEPOSIT	52,992.24
				\$52,992.24
CAL PRIVATE BANK-MEDICARE	PPE 11/17/2019	111-0000-217.10-10	MEDICARE TAX DEPOSIT	7,401.95
				\$7,401.95
CAL PRIVATE BANK-SIT	PPE 11/17/2019	111-0000-217.20-20	STATE TAX DEPOSIT	19,297.49
	L0173904096	111-9010-419.61-20	3RD QUARTER TAX DEPOSIT	134.95
				\$19,432.44
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 10/20/2019	111-0000-217.30-10	RETIREMENT BENEFIT	36,759.30
	PPE 10/20/2019	111-0000-218.10-10	RETIREMENT BENEFIT	65,974.29
				\$102,733.59
CALIFORNIA FRAME & AXLE	55632	741-8060-431.43-20	FRONT ALIGNMENT UNIT 953	201.93
				\$201.93
CENTRAL FORD	344592	741-8060-431.43-20	PARTS FOR UNIT # 357	1,050.34
	344627	741-8060-431.43-20	CREDIT FOR RETURN UNIT	-275.63
	344777	741-8060-431.43-20	PARTS FOR UNIT # 357	392.04
	344794	741-8060-431.43-20	PARTS FOR UNIT # 357	144.58
	345489	741-8060-431.43-20	HEATER HOSE UNIT # 357	32.73
	345713	741-8060-431.43-20	FUEL SENSOR, ABS MODULE	1,175.29
				\$2,519.35
CHARTER COMMUNICATIONS	0467069110719	111-7010-421.53-10	PD INTERNET SRVC 11/7-12/6/19	2,450.00
	0514415110119	111-7010-421.53-10	PD INTERNET SRVC 10/31-11/29/19	654.85
	0444795110219	111-9010-419.53-10	CITY HALL INTERNET SRVC 11/1-12/1	1,999.00
	0389644110119	121-7040-421.56-14	PD CABLE SRVC 10/31-11/30/19	290.84
				\$5,394.69
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 11/17/2019	111-0000-217.30-30	MEDICAL REIMBURSEMENT 125	615.01
				\$615.01
CITY OF HUNTINGTON PARK GEA	PPE 11/17/2019	111-0000-217.60-10	GEA ASSOCIATION DUES	760.27
				\$760.27
COLONIAL SUPPLEMENTAL INSURANCE	PPE 11/17/2019	111-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,060.69
				\$1,060.69
COMMERCIAL TIRE COMPANY	1-156174	741-8060-431.43-20	TIRES FOR CITY SHUTTLES	619.98
	1-156454	741-8060-431.43-20	FLAT TIRE REPAIR UNIT # 201	189.28
	1-156456	741-8060-431.43-20	FLAT TIRE REPAIR UNIT # 903	189.28
	1-GS156175	741-8060-431.43-20	PURCHASE 5 TIRES PD VEHICLE	555.65
				\$1,554.19
CONCENTRA MEDICAL CENTERS	65862839	111-2030-413.56-41	PRE-EMPLOYMENT PHYSICAL	677.00
	65949063	111-2030-413.56-41	DOT RECERTIFICATION	397.50
	66108645	111-2030-413.56-41	PW PRE-EMPLOYMENT PHYSICAL	94.00
				\$1,168.50
CR&R INCORPORATED	0029903	111-8027-431.56-59	WASTE & RECYCLING 11/2019	16,680.00
				\$16,680.00

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CWE	19765	111-8030-461.56-42	STORMWATER INSPECTIONS 7/1-10/31	15,700.00
				\$15,700.00
DAILY JOURNAL CORPORATION	B3285566-IN	239-0260-463.54-00	NEWSPAPER PUBLICATION	420.00
	B3285575-IN	239-0260-463.54-00	NEWSPAPER PUBLICATION	462.00
	B3290101-IN	239-0260-463.54-00	NEWSPAPER PUBLICATION	646.80
				\$1,528.80
DE LAGE LANDEN	65692143	111-9010-419.44-10	CITY HALL COPIER LEASE 11/2019	2,092.10
				\$2,092.10
DELTA DENTAL INSURANCE COMPANY	BE003599826	111-0000-217.50-20	DENTAL PREMIUM 10/2019	2,594.50
	BE003602039	111-0000-217.50-20	DENTAL PREMIUM 10/2019	7,758.49
	BE003621445	111-0000-217.50-20	DENTAL PREMIUM 11/2019	2,519.39
	BE003623666	111-0000-217.50-20	DENTAL PREMIUM 11/2019	8,611.21
	BE003665019	111-0000-217.50-20	DELTA PREMIUM 12/2019	2,683.19
	BE003667237	111-0000-217.50-20	DELTA PREMIUM 12/2019	9,094.11
				\$33,260.89
DEPARTMENT OF JUSTICE	413253	111-7030-421.56-41	PD FINGERPRINT APPS	659.00
				\$659.00
DOOLEY ENTERPRISES, INC.	57189	225-7120-421.74-10	PD AMMUNITION	2,568.76
				\$2,568.76
EMPLOYMENT DEVELOPMENT DEPT.	L0451334368	111-9017-413.52-90	BENEFIT 7/1/19-9/30/19	7,434.00
				\$7,434.00
EVENTS BY NOONAN	3490-2	111-6010-451.73-10	ICE SKATING RINK	4,937.63
				\$4,937.63
F&A FEDERAL CREDIT UNION	PPE 11/17/2019	111-0000-217.60-40	EMPLOYEE DEDUCTION	9,875.50
				\$9,875.50
FAIR HOUSING FOUNDATION	AUGUST 2019	239-0272-463.57-87	HOUSING COUNSELING 8/2019	748.70
	JULY 2019	239-0272-463.57-87	HOUSING COUNSELING 7/2019	1,052.89
	OCTOBER 2019	239-0272-463.57-87	HOUSING COUNSELING 10/19	743.30
	SEPTEMBER 2019	239-0272-463.57-87	HOUSING COUNSELING 9/2019	674.32
				\$3,219.21
GRAINGER	9325508993	741-8060-431.43-20	INVERTER 115VAC 2 OUTLET	631.84
				\$631.84
HASA, INC.	662824	681-8030-461.41-00	HYPO SODIUM CHLORIDE 10/19	170.75
	662825	681-8030-461.41-00	HYPO SODIUM CHLORIDE 10/19	206.27
	662826	681-8030-461.41-00	HYPO SODIUM CHLORIDE 10/19	204.90
				\$581.92
HECTOR G. MORENO LOREDO	75261/75261	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	768.00
				\$768.00
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 11/17/2019	111-0000-217.60-10	PMA ASSOCIATION DUES	150.00
				\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 11/17/2019	111-0000-217.60-10	POA ASSOCIATION DUES	7,060.64
				\$7,060.64
IMPACT TIRE SERVICE	1548	219-8085-431.43-21	FLAT TIRE REPAIR UNIT # 003	25.00
				\$25.00

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INFRASTRUCTURE ENGINEERS	24629	111-8080-431.56-62	ENGINEERING SRVCS 10/2019	27,400.92
	24601	207-8016-429.73-10	SYNCHRO/BUS IMPROVEMNT 10/2019	3,750.00
	24629	221-8010-431.56-41	ENGINEERING SRVCS 10/2019	27,400.92
	24642	221-8014-429.56-41	TRAFFIC SIGNAL PLAN 10/2019	360.00
	24629	222-8080-431.56-41	ENGINEERING SRVCS 10/2019	4,166.66
				\$63,078.50
IRENE MARQUEZ	11/07/2019	111-7010-421.59-30	PD MILEAGE REIMBURSEMENT	74.24
	11/07/2019	111-7010-421.59-30	PD PER DIEM REIMBURSEMENT	16.00
				\$90.24
J & L GRAFFITI REMOVAL	2	111-8095-431.56-75	GRAFFITI SRVCS 10/2-10/31/19	17,416.50
				\$17,416.50
JACK'S MUFFLER SERVICE	7833	741-8060-431.43-20	REPLACE CATALYTIC # 902	905.60
				\$905.60
JDS TANK TESTING & REPAIR INC	13868	741-8060-431.43-20	FUEL TANK TESTING 11/2019	135.00
				\$135.00
JERRY'S AUTO BODY, INC.	31664	741-8060-431.43-20	PASSENGER DOOR REPAIR	945.88
				\$945.88
JOEL GORDILLO	NOVEMBER 2019	111-1010-411.56-41	VIDEOGRAPHER 11/2019	1,650.00
				\$1,650.00
JORGE ENCARNACION	2400	111-8010-431.15-25	BOOT REIMBURSEMENT 19/20	20.00
	2400	111-8020-431.15-25	BOOT REIMBURSEMENT 19/20	20.00
	2400	111-8080-431.15-25	BOOT REIMBURSEMENT 19/20	10.00
	2400	220-8010-431.15-25	BOOT REIMBURSEMENT 19/20	10.00
	2400	221-8010-431.15-25	BOOT REIMBURSEMENT 19/20	60.00
	2400	221-8012-429.15-25	BOOT REIMBURSEMENT 19/20	60.00
	2400	222-8010-431.15-25	BOOT REIMBURSEMENT 19/20	20.00
				\$200.00
JOSE M LOPEZ	301312419836	111-8020-431.15-25	BOOT REIMBURSEMNT FY19/20	34.39
	301312419836	111-8022-419.15-25	BOOT REIMBURSEMNT FY19/20	25.80
	301312419836	111-8023-451.15-25	BOOT REIMBURSEMNT FY19/20	25.80
	301312419836	111-8024-421.15-25	BOOT REIMBURSEMNT FY19/20	25.80
	301312419836	221-8014-429.15-25	BOOT REIMBURSEMNT FY19/20	25.80
	301312419836	221-8080-431.15-25	BOOT REIMBURSEMNT FY19/20	8.60
	301312419836	535-8016-431.15-25	BOOT REIMBURSEMNT FY19/20	17.20
	301312419836	681-8030-461.15-25	BOOT REIMBURSEMNT FY19/20	8.60
				\$171.99
KLIMT CONSULTING, LLC	19-01	239-0260-463.56-41	ADMIN SRVCS CDBG 7/2019	21,388.75
	19-APCA	239-0260-463.56-41	ADMIN SRVCS HOME/CDBG	9,500.00
	19-01	242-0260-463.56-41	ADMIN SRVCS HOME 7/2019	3,145.00
	19-APCA	242-0260-463.56-41	ADMIN SRVCS HOME/CDBG	4,000.00
				\$38,033.75
LA COUNTY SHERIFF'S DEPT	201330BL	121-7040-421.56-41	PD INMATE MEAL SERVICE	1,425.85
				\$1,425.85

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LAN WAN ENTERPRISE, INC	64828	111-6040-451.61-35	P&R COMPUTER SCREENS	433.40
				\$433.40
LEGAL SHIELD	GROUP # 143713	111-0000-217.60-50	ID THEFT PREMIUM 11/2019	80.70
				\$80.70
LGP EQUIPMENT RENTALS INC	112194	111-8010-431.61-21	PURCHASE OF CONCRETE	235.42
				\$235.42
LYNBERG & WATKINS APC	53087	745-9031-413.32-70	CLERK LEGAL SRVCS	4,252.22
	53089	745-9031-413.32-70	CLERK LEGAL SRVCS	6,729.00
	53090	745-9031-413.32-70	CLERK LEGAL SRVCS	231.00
				\$11,212.22
MANAGED HEALTH NETWORK	PRM-043508	111-0000-217.50-60	HEALTH PREMIUM 10/2019	1,351.84
	PRM-044589	111-0000-217.50-60	HEALTH PREMIUM 11/2019	1,323.28
				\$2,675.12
MARX BROS FIRE EXTINGUISHER CO INC.	E30784	741-8060-431.43-20	FIRE EXTINGUISHER SRVC	508.57
				\$508.57
MONTANOS TEST ONLY	28149	741-8060-431.43-20	SMOG CHECK FOR UNIT # 918	33.00
	28151	741-8060-431.43-20	SMOG CHECK FOR UNIT # 952	33.00
	28154	741-8060-431.43-20	SMOG CHECK FOR UNIT # 194	33.00
	28155	741-8060-431.43-20	SMOG CHECK FOR UNIT # 350	33.00
	28157	741-8060-431.43-20	SMOG CHECK FOR UNIT # 182	33.00
	28166	741-8060-431.43-20	SMOG CHECK FOR UNIT # 982	33.00
	28171	741-8060-431.43-20	SMOG CHECK FOR UNIT # 186	33.00
	28193	741-8060-431.43-20	SMOG CHECK FOR UNIT # 217	33.00
	28198	741-8060-431.43-20	SMOG CHECK FOR UNIT # 190	33.00
	28200	741-8060-431.43-20	SMOG CHECK FOR UNIT # 132	41.25
	28212	741-8060-431.43-20	SMOG CHECK FOR UNIT # 184	33.00
	28213	741-8060-431.43-20	SMOG CHECK FOR UNIT # 280	33.00
	28219	741-8060-431.43-20	SMOG CHECK FOR UNIT # 198	33.00
	28227	741-8060-431.43-20	SMOG CHECK FOR UNIT # 347	33.00
	28257	741-8060-431.43-20	SMOG CHECK FOR UNIT # 181	33.00
	28258	741-8060-431.43-20	SMOG CHECK FOR UNIT # 332	33.00
	28273	741-8060-431.43-20	SMOG CHECK FOR UNIT # 351	33.00
	28277	741-8060-431.43-20	SMOG CHECK FOR UNIT # 185	33.00
	28334	741-8060-431.43-20	SMOG CHECK FOR UNIT # 123	33.00
	28335	741-8060-431.43-20	SMOG CHECK FOR UNIT # 130	41.25
	28337	741-8060-431.43-20	SMOG CHECK FOR UNIT # 975	33.00
	28339	741-8060-431.43-20	SMOG CHECK FOR UNIT # 275	33.00
	28340	741-8060-431.43-20	SMOG CHECK FOR UNIT # 886	33.00
	28360	741-8060-431.43-20	SMOG CHECK FOR UNIT # 915	33.00
28361	741-8060-431.43-20	SMOG CHECK FOR UNIT # 986	33.00	
28362	741-8060-431.43-20	SMOG CHECK FOR UNIT # 271	33.00	
				\$874.50

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NATION WIDE RETIREMENT SOLUTIONS	PPE 11/17/2019	111-0000-217.40-10	EMPLOYEE DEFERRED COMP	15,565.00
				\$15,565.00
NATIONAL READY MIXED CONCRETE CO.	706824	221-8010-431.61-21	CONCRETE CURB REPAIR	912.79
				\$912.79
NEW CHEF FASHION INC.	976502	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	99.20
	976514	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	684.30
	976879	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	49.60
				\$833.10
NICK ALEXANDER RESTORATION	3724	741-8060-431.43-20	REPAIR PASSENGER SEAT	325.00
				\$325.00
NORTH STAR LAND SCAPE LLC	1601-18	222-8010-431.56-41	TREE TRIMMING 9/23-10/31/19	2,683.42
	1601-18	535-8090-452.56-60	TREE TRIMMING 9/23-10/31/19	10,401.58
				\$13,085.00
O'REILLY AUTO PARTS	2959-165510	219-8085-431.43-21	BALL JOINTS SHUTTLE UNIT# 003	304.31
	2959-146193	741-8060-431.43-20	PRESSURE HOSE UNIT # 952	71.36
	2959-146206	741-8060-431.43-20	FLEETRUNNER UNIT # 952	3.66
	2959-150428	741-8060-431.43-20	AIR FILTER UNIT # 271	40.99
	2959-150430	741-8060-431.43-20	HEAD LIGHT BULBS UNIT # 958	43.84
	2959-157987	741-8060-431.43-20	CITY SHUTTLES AIR FILTERS	81.98
	2959-163140	741-8060-431.43-20	FUEL CAP, 2 SETS PADS	283.52
	2959-163235	741-8060-431.43-20	BATTERY SIDE BOLTS	66.04
	2959-163249	741-8060-431.43-20	ROTORS PD UNIT # 982	621.17
	2959-163265	741-8060-431.43-20	VEHICLE PARTS PD UNIT # 914	1,009.78
	2959-165235	741-8060-431.43-20	CERAMIC BRAKE PADS	462.11
	2959-165511	741-8060-431.43-20	FUEL PUMP PD UNIT # 882	306.94
	2959-165628	741-8060-431.43-20	HITCH TRUCK CONNECTORS	112.39
	2959-165629	741-8060-431.43-20	VEHICLE WATER SYSTEM	99.09
	2959-165852	741-8060-431.43-20	IDLER PULLEY UNIT # 102	92.69
	2959-165859	741-8060-431.43-20	SPECIALTY TAMPER TOOLS	30.85
	2959-166269	741-8060-431.43-20	HEAD LAMP PD UNIT # 909	49.27
	2959-166293	741-8060-431.43-20	WINDSHIELD WASHER FLUID	234.17
	2959-167312	741-8060-431.43-20	2 PACKAGES OF LABEL TAPE	100.08
	2959-167463	741-8060-431.43-20	OXYGEN SENSORS PD UNIT # 882	153.63
	2959-167624	741-8060-431.43-20	NEW MASTER CYLINDER UNIT #904	118.42
	2959-167626	741-8060-431.43-20	CAPSULE HEAD LIGHTS	86.19
	2959-167640	741-8060-431.43-20	PW VEHICLE UNIT # 346	957.80
	2959-167758	741-8060-431.43-20	WINDSHIELD WIPERS # 147	15.57
	2959-167772	741-8060-431.43-20	REPLACEMENT BATTERY UNIT #370	190.42
	2959-167878	741-8060-431.43-20	HEATER HOSE & PCV UNIT # 57	302.09
	2959-168432	741-8060-431.43-20	PURGE SOLENOID UNIT # 102	45.49
	2959-168433	741-8060-431.43-20	BRAKE ROTORS UNIT # 978	621.17
	2959-169961	741-8060-431.43-20	BRAKE ROTORS & PAD UNIT # 4	251.83
	2959-169964	741-8060-431.43-20	HEADLIGHT REPLACEMENTS	87.67

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O'REILLY AUTO PARTS	2959-170463	741-8060-431.43-20	EGR VALVE PD UNIT # 904	207.25
	2959-170505	741-8060-431.43-20	WHEEL STUDS & NUTS UNIT # 4	57.07
	2959-170882	741-8060-431.43-20	ENGINE MOUNT, SENSORS	283.19
	2959-170894	741-8060-431.43-20	ENGINE STAND FLEET SHOP	209.46
	2959-174065	741-8060-431.43-20	AIR FILTERS CITY FLEET	81.98
				\$7,683.47
OK PRINTING DESIGN & DIGITAL PRINT	1511	111-7040-421.61-31	PD BUSINESS ENVELOPES	150.13
				\$150.13
PACIFIC PRODUCTS & SERVICES LLC	25871	221-8012-429.61-20	TRAFFIC CONTROL SUPPLIES	1,885.55
				\$1,885.55
PAGEENTRY PARADES	HP19000001	111-6010-483.55-35	PARADE PRODUCTION-BUDGET	15,800.00
	HP19000002	111-6010-483.55-35	PARADE ADDITIONAL INSU	1,500.00
	HP19000003	111-6010-483.55-35	PARADE-ADDITIONAL BUDGET	8,450.00
				\$25,750.00
PENSKE CHEVROLET	240113	741-8060-431.43-20	AC HIGH PRESSURE UNIT # 952	115.30
	241945	741-8060-431.43-20	DRIVE SIDE HANDLE UNIT # 185	211.49
	25SEP19	741-8060-431.43-20	FUEL PUMP UNIT # 147	1,037.56
				\$1,364.35
PITNEY BOWES INC.	3102945439	111-9010-419.44-10	POSTAGE SRV 12/30-3/29/19	834.57
				\$834.57
RANDALL HENRIQUEZ	1011101	741-8060-431.62-30	PD FUEL REIMBURSEMENT	40.00
	1436	741-8060-431.62-30	PD FUEL REIMBURSEMENT	30.00
				\$70.00
RICKY N. NORONA	11/07/2019	111-7010-421.59-30	PD MILEAGE REIMBURSEMENT	20.07
	11/07/2019	111-7010-421.59-30	PD PER DIEM REIMBURSEMENT	17.00
				\$37.07
SALVADOR ORTEGA	113397476600498	111-8020-431.15-20	TOOL REIMBURSEMENT 19/20	84.13
				\$84.13
SC FUELS	4124642	741-8060-431.62-30	FUEL PURCHASE	29,234.97
				\$29,234.97
SOUTH COAST AIR QUALITY MGMT DISTR.	35333535	741-8060-431.42-05	AIR STRIPPING	1,507.95
	3535876	741-8060-431.42-05	EMISSIONS FEE FY 19/20	136.40
				\$1,644.35
SOUTHERN CALIFORNIA EDISON	10/4/19-11/5/19	111-7024-421.62-10	PD VARIOUS SRVC ACCTS	5,414.88
	5/7/19-11/5/19	221-8014-429.62-10	T. SIGNALVARIOUS ACCTS	567.92
				\$5,982.80
SPARKLETTS	15142085110719	111-0110-411.66-05	COUNCIL DRINKING WATER	107.36
	15142085110719	111-0210-413.61-20	ADMIN DRINKING WATER	107.36
	15142085110719	111-1010-411.61-20	CLERK DRINKING WATER	2.00
	15142085110719	111-3010-415.61-20	FINANCE DRINKING WATER	54.45
	15142085110719	111-5010-419.61-20	COMU DEV DRINKING WATER	30.63
	15142085110719	111-5055-419.61-20	CODE ENFORCE DRINKING WATER	30.64

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 12-3-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SPARKLETTS	15142085110719	111-6010-451.61-20	P&R DRINKING WATER	51.44
	19438227102319	111-7010-421.56-41	PD WATER DELIVER SRVC	322.88
	15142085110719	111-8020-431.61-20	PW ADMIN DRINKING WATER	92.90
	15142085110719	111-8080-431.61-20	PW ENGINEERING DRINKING WATER	30.63
				\$830.29
ST FRANCIS, LLC.	1661069	221-8014-429.56-41	T. SIGNAL MAINTEN 10/2019	5,683.00
	1661070A	221-8014-429.61-20	REPLACED CONTROLLER	967.09
				\$6,650.09
STANDARD INSURANCE COMPANY	003789147 0002	111-0000-217.50-70	LIFE INS PREMIUM 11/2019	1,380.63
	378917 0001	111-0000-217.50-70	LIFE INS PREMIUM 11/2019	6,246.38
				\$7,627.01
STAR2STAR COMMUNICATIONS LLC	SUBC00003303	111-9010-419.53-10	VOIP SRVCS 11/3-12/2/19	11,000.00
				\$11,000.00
THE MOBILITY SPECIALISTS, INC	117651	111-8010-431.74-10	ADA LIFTS FOR 2 TROLLEYS	13,925.00
				\$13,925.00
TRIANGLE SPORTS	39416	111-6040-451.61-35	P&R-PURCHASE 5 SOFTBALLS	260.06
				\$260.06
TYCO FIRE & SECURITY US MANAGEMENT	33304557	111-7010-421.56-41	PD SECURITY 11/1-1/31/20	4,245.32
				\$4,245.32
U.S. BANK	PPE 11/17/2019	111-0000-217.30-20	EMPLOYEE PARS DEDUCTION	1,652.03
	PPE 11/17/2019	111-0000-217.30-20	P.T. EMPLOYEE PARS DEDUCTION	2,168.70
	PPE 11/17/2019	111-0000-218.10-05	EMPLOYER CONTRIBUTION	13,744.71
				\$17,565.44
UNDERGROUND SERVICE ALERT OF SO CAL	1020190128	221-8014-429.56-41	UNDERGROUND SRVC ALERTS	321.85
	18DSBFE5577	221-8014-429.56-41	STATE FEE REGULATORY FEE	143.16
				\$465.01
UNITED STORM WATER INC	101	681-0000-228.30-00	FIRE HYDRANT METER REFUND	528.89
				\$528.89
VELADA CONSULTING LLC	007	111-0210-413.56-41	GOV RELATIONS SRV-OCT 19	5,000.00
				\$5,000.00
VICTOR SMOG TEST CENTER	46129	741-8060-431.43-20	SMOG CHECK UNIT # 967	33.00
	46210	741-8060-431.43-20	SMOG CHECK UNIT # 909	33.00
	46250	741-8060-431.43-20	SMOG CHECK UNIT # 353	45.00
	46260	741-8060-431.43-20	SMOG CHECK UNIT # 965	33.00
	46287	741-8060-431.43-20	SMOG CHECK UNIT # 352	65.00
	46344	741-8060-431.43-20	SMOG CHECK UNIT # 900	33.00
				\$242.00
VISION SERVICE PLAN-CA	807528144	111-0000-217.50-30	VISION PREMIUM 10/2019	44.20
	807528146	111-0000-217.50-30	VISION PREMIUM 10/2019	3,959.98
	807723081	111-0000-217.50-30	VISION PREMIUM 11/2019	44.20
	807723084	111-0000-217.50-30	VISION PREMIUM 11/2019	3,967.58
				\$8,015.96

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 12-3-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WESTERN EXTERMINATOR COMPANY	7574315	111-7024-421.56-41	EXTERMINATOR SRVC 10/2019	50.00
	7574315	111-8020-431.56-41	EXTERMINATOR SRVC 10/2019	67.50
	7574315	111-8022-419.56-41	EXTERMINATOR SRVC 10/2019	49.00
	7574315	111-8023-451.56-41	EXTERMINATOR SRVC 10/2019	92.50
	7574315	535-8090-452.56-60	EXTERMINATOR SRVC 10/2019	139.50
				\$398.50
YASMIN CRUZ	11/11/2019	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	431.60
	74520	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	243.20
	74520/75185	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	486.40
	75026/75255	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	121.60
				\$1,282.80
				\$672,623.61

1 other similar values in the City;

2 **WHEREAS**, the City wishes to restrict nuisance vehicles and oversized vehicles on
3 City streets pursuant to the City’s police power, as granted broadly under Article XI, Section 7
4 of the California Constitution, and the City Council has the authority to enact and enforce
5 ordinances and regulations for the public peace, morals and welfare of the City of Huntington
6 Park and its residents;

7 **WHEREAS**, the City Council determines that this ordinance is a matter of City-wide
8 importance and necessary for the preservation and protection of the public peace, health,
9 safety and/or welfare of the community and is a valid exercise of the local police power and in
10 accord with the public purposes and provisions of applicable State and local laws and
11 requirements;

12 **WHEREAS**, the City’s regulations prohibiting or limiting parking of vehicles are found
13 within Section 4-7 of Article 16 in Chapter 7 of Title 4 of the Huntington Park Municipal Code;

14 **WHEREAS**, the City Council of the City of Huntington Park wishes to add Section 4-
15 7.1624 to prohibit the parking of nuisance vehicles on all residential streets and oversized
16 vehicles on all public streets.

17
18 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**
19 **DOES HEREBY ORDAIN AS FOLLOWS:**

20
21 **SECTION 1:** The recitals set forth above are incorporated herein and by this reference
22 made an operative part hereof.

23
24 **SECTION 2:** Section 4-7.1624 of Article 16 in Chapter 7 of Title 4 of the Huntington
25 Park Municipal Code is hereby added and shall read as follows:

26
27 **4-7.1624 Public nuisance and oversized vehicles – Prohibited.**

28 (a) For purposes of this section, the following definitions shall apply.

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(1) "Graffiti" shall mean any inscription that is marked, painted, etched, scratched or drawn, but excludes indications that the vehicle is being offered for sale as described in Huntington Park Municipal Code Section 4-6.1623.

(2) "Oversized vehicle" shall mean any vehicle, including any attached trailers, vehicles or loads thereon, whether covered or uncovered, which exceeds 22 feet in length, 7 feet in width, or 7 feet in height.

(3) "Public nuisance vehicle" shall mean any vehicle that, although operable, has substantial exterior body damage, exterior graffiti, or has an open cargo storage area with cargo that is plainly visible to the public.

(3) "Standing" shall mean the cessation of movement of a vehicle, whether occupied or not, for the purpose of loading or unloading passengers or materials.

(4) "Work" shall mean any construction, maintenance, service or similar activity that involves periodic retrieval of items from a parked vehicle near a residence.

(b) No person shall stop, park or stand any public nuisance vehicle upon any street, alley or public way within a residential zone.

(c) No person shall stop, park or stand any oversized vehicle on any street, alley or public way.

(d) The prohibition contained in subdivisions (b) and (c) of this section shall not apply to the stopping, standing or parking of public nuisance vehicles or oversized vehicles

1 when such vehicles are in the process of loading or unloading passengers or material
2 or while performing work from or to an adjacent residence or building.

3
4 (e) The prohibition contained in subdivisions (b) and (c) of this section shall not apply to
5 public nuisance vehicles or oversized vehicles involved in an emergency or being
6 repaired under emergency conditions. Emergency parking may be allowed for 24
7 consecutive hours where a public nuisance vehicle or oversized vehicle is left parked
8 on a City street because of mechanical breakdown or because of physical incapacity of
9 the driver or owner.

10 **SECTION 3:** Violations of this Ordinance shall constitute violations of the Huntington
11 Park Municipal Code, and all penalties and remedies authorized under the Huntington Park
12 Municipal Code shall apply to violations of the provisions of this Ordinance.

13
14 **SECTION 4:** This Ordinance is exempt from the California Environmental Quality Act
15 (“CEQA”), in that this Ordinance does not constitute a “project” as that term is defined in
16 Section 15378 of the State CEQA Guidelines, and is exempt pursuant to CEQA Guidelines
17 Section 15378(b)(5), and further there is no likelihood of this Ordinance resulting in a
18 significant negative impact on the environment, and is therefore also exempt from CEQA
19 pursuant to CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3).

20
21 **SECTION 5:** Any provisions of the Huntington Park Municipal Code or appendices
22 thereto, which are inconsistent with the provisions of this Ordinance are hereby repealed or
23 modified to the extent necessary to affect the provisions of this Ordinance.

24
25 **SECTION 6:** If any section, subsection, sentence, clause, phrase, or portion of this
26 Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court
27 of competent jurisdiction, such decision shall not affect the validity of the remaining portions of
28 this Ordinance. The City Council of the City of Huntington Park hereby declares that it would

1 have adopted this Ordinance and each section, subsection, sentence, clause, phrase or
2 portion thereof, irrespective of the fact that any one or more sections, subsections, sentences,
3 clauses, phrases or potions may be declared invalid or unconstitutional.

4
5 **SECTION 7:** This Ordinance shall take effect thirty (30) days after final passage by the
6 City Council.

7
8 **SECTION 8:** The City Clerk shall certify to the passage of this Ordinance and shall
9 cause the same to be published in the manner prescribed by law.

10
11 **PASSED, APPROVED AND ADOPTED** this 3rd day of December, 2019.

12
13 **CITY OF HUNTINGTON PARK**

14
15
16 **ATTEST:**

Karina Macias, Mayor

17
18 _____
Donna G. Schwartz, CMC
19 City Clerk

20 **APPROVED AS TO FORM:**

21
22 _____
23 Arnold M. Alvarez-Glasman
24 City Attorney
25
26
27
28



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 3, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING THE SEWER SYSTEM MANAGEMENT PLAN AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD ORDER NUMBER 2006-0003-DWQ

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2019-34, approving the adoption of the Sewer System Management Plan (SSMP); and
2. Authorize staff to upload the adopted SSMP to the State's website.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 2, 2006, the State Water Resources Control Board (SWRCB) adopted Order Number 2006-0003-DWQ (Order), which established General Waste Discharge Requirements (WDR) for all publicly owned or operated sanitary sewer systems within the State of California. The City's current SSMP is dated 2005 and has not been updated since 2005. The SWRCB requires updating and recertifying the SSMP once every five (5) years.

The SWRCB requires that owners and operators of sanitary sewer collection systems:

- Report sanitary sewer overflows (SSOs) to the California Integrated Water Quality System (CIWQS), an electronic reporting system developed by the SWRCB.
- Develop and implement a SSMP with the goal of reducing and preventing SSOs as well as mitigating SSOs when they do occur.

The updated SSMP include provisions to provide proper and efficient management, operation, and maintenance of all parts of the City's sanitary sewer system while taking into consideration risk management and cost benefit analysis. One of the major goals of the SSMP is for the City to implement the Fats, Oils, and Grease (FOG) program.

CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING THE SEWER SYSTEM MANAGEMENT PLAN AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD ORDER NUMBER 2006-0003-DWQ

December 3, 2019

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Additionally, the SSMP contains a spill response plan that establishes standard procedures for immediate response to an SSOs in a manner designed to minimize water quality impacts and potential nuisance conditions.

Infrastructure Engineers (IE) was authorized to proceed with the recertification of the SSMP under the current Staff Augmentation Contract at the May 7, 2019 City Council meeting. The SSMP is organized into eleven sections to parallel the requirements included in the WDRs. Each section or subsection of each section addresses the individual elements of the SSMP. An audit of the SSMP was conducted to meet requirements and provide an analysis of the current programs and practices within the City. The SSMP Audit Report consists of sufficiency rankings based on the information available referenced to WDR requirements. The rankings are as follows:

Section	Title	Ranking	Ranking Basis
1	Goal and Objectives	In Compliance	All requirements met.
2	Organization	In Compliance	All requirements met.
3	Legal Authority	Substantial Compliance	Majority of requirements met.
4	Operation and Maintenance Program	Marginal Compliance	Less than half of requirements met.
5	Design and Performance Provisions	In Compliance	All requirements met.
6	Overflow and Emergency Response Plan	In Compliance	All requirements met.
7	FOG Control Program	Partial Compliance	Half of requirements met.
8	System Evaluation and Capacity Assurance Plan	Marginal Compliance	Less than half of requirements met.
9	Monitoring, Measurement, and Program Modifications	Partial Compliance	Half of requirements met.
10	SSMP Program Audits	Partial Compliance	Half of requirements met.
11	Communication Program	In Compliance	All requirements met.

Recertification of the SSMP requires City Council's review, approval, and formal adoption. Once the SSMP is approved and formally adopted via resolution, staff will proceed with uploading the SSMP through the California Integrated Water Quality System Project (CIWQS) website and inform the State of any significant program changes since the approval of the 2007 SSMP.

LEGAL REQUIREMENT

The SSMP must be updated every five (5) years and must include any significant program changes. Re-certification by the governing board of the Enrollee is required in accordance with D.14 of the Sanitary Sewer Systems WDR when significant updates to the SSMP are made. To complete the re-certification process, the Enrollee shall enter the data in the Online SSO Database. Enrollees are required to provide an electronic copy of their SSMP to the Online SSO Database.

This SSMP is organized into eleven chapters to parallel the requirements included in the WDRs. Each section or subsection of each chapter addresses the individual elements of the SSMP. Supporting information for any one of the eleven elements would be included

CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING THE SEWER SYSTEM MANAGEMENT PLAN AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD ORDER NUMBER 2006-0003-DWQ

December 3, 2019

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in an appendix associated with the chapter, as applicable. Generally, information expected to require relatively frequent updates that can be modified without formal action is included in appendices. The eleven chapters are:

Chapter 1 – Goals and Objectives

Chapter 2 – Organization

Chapter 3 – Legal Authority

Chapter 4 – Operation and Maintenance Program

Chapter 5 – Design and Performance Provisions

Chapter 6 – Overflow and Emergency Response Plan

Chapter 7 – FOG Control Program

Chapter 8 – System Evaluation and Capacity Assurance Plan

Chapter 9 – Monitoring, Measurement, and Program Modifications

Chapter 10 – SSMP Program Audits

Chapter 11 – Communication Program

The goal of the City's SSMP is to ensure safe, effective, and efficient operation of the City's wastewater collection and conveyance system by:

- Properly managing, operating, and maintaining of all parts of the City's wastewater collection system;
- Minimizing the frequency of and the potential for SSOs;
- Having an effective FOG Program;
- Having response measures in place that take all feasible steps to mitigate the impacts of SSOs to public health and the environment when they occur;
- Ensuring the City's sewer system operators, employees, contractors, responders, or other agents are adequately trained and equipped to address an SSO event;
- Ensuring all SSOs, system deficiencies, mitigation measures, and corrective actions are well documented;
- Having reporting procedures in place to notify the appropriate regulatory and health authorities of SSOs within the required time frames;
- Ensuring the City's sewer system is adequately designed, constructed, and funded to provide adequate capacity to convey peak flows;
- Having an up to date long-range improvement plan;
- Complying with all regulatory requirements;
- Protecting the public's health and safety; and
- Having effective public information and education efforts.

ENVIRONMENTAL IMPACT

The approval of this action is part of the compliance effort associated with the SWRCB mandates. Conducting an internal audit of the SSMP is an independent approach to ensure objective assurance and compliance on improving the City's operations of its sanitary sewer system. It helps the City accomplish its objectives by bringing a

CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING THE SEWER SYSTEM MANAGEMENT PLAN AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD ORDER NUMBER 2006-0003-DWQ

December 3, 2019

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systematic, disciplined approach to evaluating and improving the effectiveness of risk management, control, and governance processes.

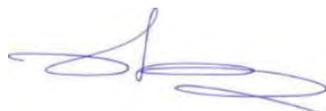
FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the approval of the SSMP.

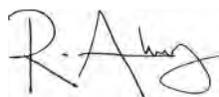
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



RAUL ALVAREZ
Assistant City Manager

ATTACHMENT(S)

- A. Resolution No. 2019-34.
- B. Sewer System Management Plan.

ATTACHMENT "A"

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PASSED, APPROVED, AND ADOPTED this 3rd day of December 2019.

Karina Macias, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

ATTACHMENT "B"

City of Huntington Park Sewer System Management Plan

November 2019 Five-Year Recertification per Water Discharge Requirements,
State Water Resources Control Board adopted Water Quality Order 2006-0003



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

Prepared By:



3060 Saturn Street, Suite 250
Brea, CA 92821
(714) 940-0100

Introduction	3
Section I – Goals	6
Section II – Organization	8
Section III - Legal Authority.....	13
Section IV - Operations and Maintenance Activities	16
Section V - Emergency Response Program.....	20
Section VI - Fats, Oil and Grease (FOG) Control Program.....	23
Section VII – Design and Construction Standards	26
Section VIII – System Evaluation and Capacity Assurance Plan (SECAP)....	28
Section IX – Monitoring, Measurement & Program Modifications.....	30
Section X – SSMP Audits	33
Section XI – Communication Program	35
Appendices	

Introduction

Regulatory Overview

The State Water Resources Control Board (State Water Board) adopted Water Quality Order 2006-0003, on May 2, 2006, requiring all public agencies that own sanitary sewer collection systems greater than one mile in length to comply with the Statewide General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems. All public agencies must apply for coverage by November 2, 2006, by completing the notice of intent (NOI) and legally responsible official (LRO) forms that the State Water Board distributed.

The intent of the WDR is to provide consistent statewide requirements for managing and regulating sanitary sewer systems throughout California. The State Water Board recognized a need to provide this consistent regulatory measure because many of the Regional Water Boards were beginning to implement similar measures inconsistently throughout the State, which was creating confusion in the discharger community. The State Water Board believes that providing a consistent regulatory measure that identifies regulatory expectations and comprehensive sanitary sewer overflow data will ultimately yield better collection system management and performance.

There are three major components to the WDR, including:

- Sanitary Sewer Overflow (SSO) Prohibitions;
- Sanitary Sewer Management Plan (SSMP) Elements; and
- SSO reporting.

While there are many other relevant components and findings within the WDR, the major components identified above represent most of the State Water Board's regulatory expectations for the implementation of the WDR. This regulatory audit is intended to provide an analysis of the current programs and practices within the City of Huntington Park that address the above issues. The City of Huntington Park's (City) SSMP was developed and approved by City Council on October 15, 2007 and provided recommendations to ensure the development of appropriate SSMP programs and an appropriate time schedule necessary to comply with the WDR. Pursuant to Sub-Section D. 14 PROVISIONS of the WDRs, the City is required to update the SSMP every five years, hence to remain compliant, this document serves as the update and re-certification of the 2007 SSMP.

Prohibitions

Section C of the WDR identifies and prohibits SSOs that result in a discharge of untreated or partially treated wastewater to waters of the United States and/or creates a nuisance as defined in California Water Code (CWC) Section 13050(m) is prohibited. CWC section 13050, subdivision (m), defines nuisance as anything which meets all of the following requirements:

- a. Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
- b. Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
- c. Occurs during, or as a result of, the treatment or disposal of wastes.

Since the State Water Board has not specifically defined SSOs that are subject to this prohibition and criteria for determining whether or not an SSO violates the above prohibition, the State and/or Regional Water Board will consider potential violations on a case-by-case basis. Generally, if an SSO results in a discharge to a surface water or drainage channel, the Water Board will consider this a discharge to Waters of the US. Additionally, if an SSO reaches an enclosed storm drainage pipe, and the SSO was not fully contained, captured, and pumped back into the sanitary sewer system, the Water Board will generally assume that the SSO reached a water of the US. In both cases the SSO will probably result in a violation of the WDR prohibition.

Determining whether an SSO created a nuisance is even more problematic and subjective. Again, since the State Water Board has not specifically defined SSOs that are subject to the nuisance prohibition and criteria for determining whether or not an SSO is in violation of this prohibition, the State and/or Regional Water Board will consider violations on a case-by-case basis.

In both cases, while reporting SSOs, determining whether or not the SSO violated the prohibition is not up to the reporting Agency. It is the enforcement agency's responsibility to determine compliance with the WDR.

Additionally, State Water Board Order WQ 2008-0002-EXEC amended the WDR on February 20, 2008. The revised order requires that the notification and reporting of sanitary sewer overflows (SSO) to regulatory agencies follow a strict timeline. State Water Board Order WQ 2013-0058-EXEC amended the Monitoring and Reporting Program (MRP) (Order WQ 2008-0002-EXEC) for the SSSWDR effective September 9, 2013. Several major changes were made to the public notification, reporting, water quality monitoring, recording keeping, and certification requirements. The revised order also requires the submission of an electronic copy of the SSMP to the State Water Board or the web address where it posted. This SSMP has been prepared in accordance with the following:

- State Water Board Order 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer System.
- State Water Board Order WQ 2008-0002-EXEC, Adopting Amended Monitoring and Reporting Requirements for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.
- State Water Board Order WQ 2013-0058-EXEC, Amending Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

The SSSWDR includes directives for the management, operation, and maintenance of the sanitary sewer system as well as proper control, containment, and cleanup of any SSOs that occur. They also require that SSOs be reported to the State Water Board using the

online California Integrated Water Quality System (CIWQS).

In compliance with the State Water Board guidelines, this document is prepared to meet the objectives contained in the WDR Order. The City operates and maintains the sanitary sewer conveyance system pipelines serving its population of approximately 58,822. The City's sewer lines discharge to a network of trunk sewer lines owned and operated by the Los Angeles County Sanitation Districts (LACSD).

The document is divided into 11 chapters, which closely align with the respective provisions contained in the WDR's. Every section or subsection of each chapter addresses one of the key elements of the SSMP directive. The document, with other existing Agency Programs referenced herein, constitute the City's SSMP. By implementing the procedures contained in this SSMP, the occurrence of SSOs should decrease or possibly be avoided throughout the City's Sanitary Sewer Collection System.

The organization of this SSMP is consistent with the State Water Board guidelines and includes the following eleven SSSWDR elements:

1. Goals
2. Organization
3. Legal Authority
4. Operation and Maintenance Program
5. Design and Performance Provisions
6. Overflow Emergency Response Plan
7. Fats, Oil, and Grease Control Program
8. System Evaluation and Capacity Assurance Plan
9. Monitoring, Measurement and Plan Modifications
10. SSMP Program Audits
11. Communication Program

Section I – Goals

Waste Discharge Requirements

This section describes the goals of the SSMP, which is to provide a documented plan that describes all collection system activities and programs employed by an agency to ensure proper management of all collection system assets. Implementing an SSMP will ensure proper management, operation, and maintenance of all parts of the sanitary sewer system, ultimately helping to reduce and prevent SSOs, as well as mitigate any SSOs that do occur including meeting all applicable regulatory notification and reporting requirements. The box below contains specific language regarding the Goals requirement of the WDR.

Section D.13(i) - Goal: The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent SSOs, as well as mitigate any SSOs that do occur.

Commitment to continual improvement will also ensure that the SSMP is both a living and sustainable document that is continually updated, revised, and tailored towards the City's needs. The City is required to comply with the (Order) on General Waste Discharge Requirements for publicly owned sewage collection agencies having more than one mile of collection pipelines.

This section describes the City's stated goals of the SSMP and is intended to clarify the City's desired level of service that it is providing to its customers. Typically, high level statements regarding the overall management of a system includes a vision and mission statement, as well as a statement of short- and long-term goals.

Statement of Goals

- The City will comply with the requirements of the WDR, including requirements for reporting, developing, implementing and updating a SSMP;
- City shall take all feasible steps to eliminate SSOs. In the event that an SSO does occur, the City will continue to employ the steps to contain and mitigate the impacts of an SSO.
- In the event of an SSO, the City will continue to take reasonable steps to prevent untreated or partially treated wastewater from discharging from storm drains into flood control channels or waters of the United States by blocking the storm drainage system and by removing the wastewater from the storm drains.

- The City will continue to always try to identify the cause or likely cause of the discharge event;
- When a sanitary sewer overflow occurs, the Enrollee will continue to take all feasible steps and necessary remedial actions to 1) control or limit the volume of untreated or partially treated wastewater discharged, 2) terminate the discharge, and 3) recover as much of the wastewater discharged as possible for proper disposal, including any wash down water.
- The City will continue to provide adequate capacity to convey base flows and peak flows, including flows related to wet weather events. Capacity shall meet or exceed the design criteria as defined in the Enrollee's System Evaluation and Capacity Assurance Plan for all parts of the sanitary sewer system owned or operated by the City.

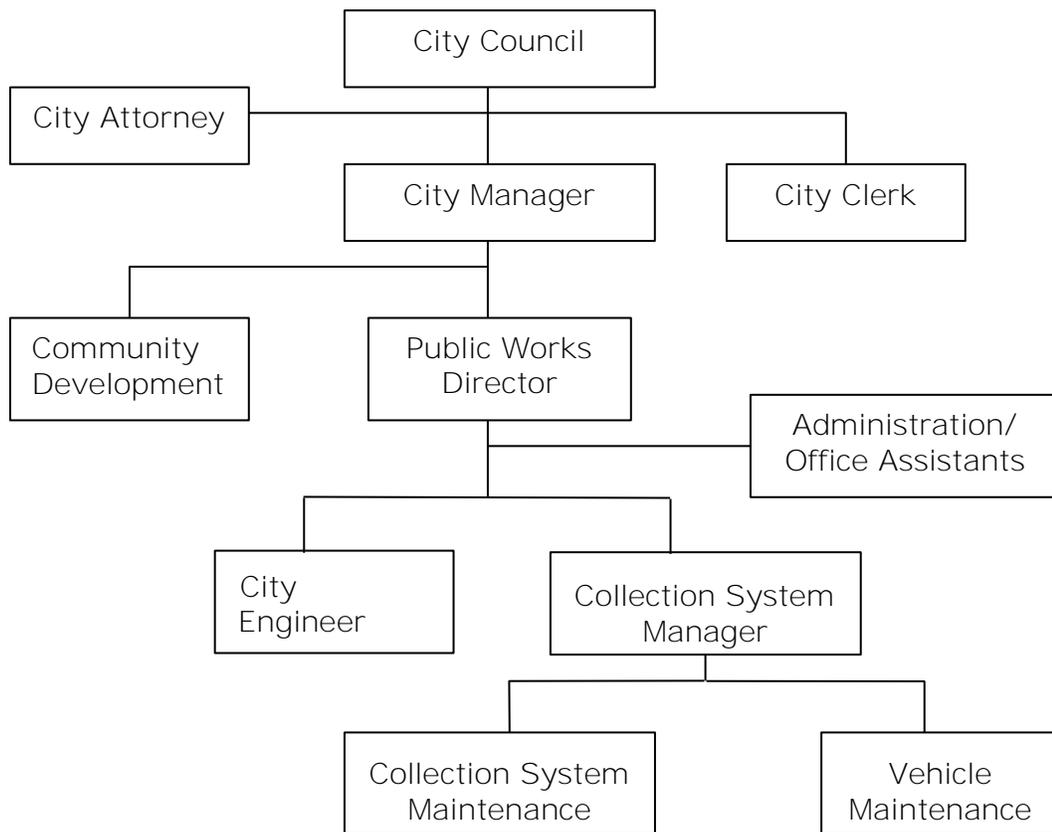
Section II – Organization

This element of the WDR describes both the organizational structure of the City as well as activities, duties, and responsibilities for individuals and positions associated with the sanitary sewer system. This section should include typical positions and their associated activities, duties, and responsibilities. The box below contains specific language regarding the Organization requirement of the WDR.

D.13 (ii) - Organization: The SSMP must identify:

- (a) The name of the responsible or authorized representative as described in Section J of this Order.
The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and
- (c) The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health **Officer**, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES)).

Clearly identifying specific roles and responsibilities within an organization will ensure a clear understanding of duties that must be performed, as well as training and skill sets that are associated with specific jobs throughout the agency. Typical position and associated responsibilities include:



City Council Establishes policies, reviews and accepts formal plans, sets overall City direction, authorizes funds for projects/plans/programs, general overview of upper management (Mayor, City Manager, City Attorney), conducts public meetings and hearings, approves SSMP.

City Attorney The City Attorney develops and approves legal documents, provides legal advice, conducts litigation, and attends public meetings.

City Manager Responsible for the day-to-day management and operation of the City under the direction of the City Council. Specifically, the City Manager establishes procedures, plans strategy, leads staff, allocates resources defined in the City budget, delegates responsibility, authorizes outside contractor to perform services, and serves as overall public information officer.

Public Works Director Responsible for the management and operation of the Public Works Department, including the operation and management of the sanitary sewer system. Reports to the City Manager

City Engineer	Responsible for the development and implementation of city design and construction standards. Quite often responsible for 3 rd party plan check as well as construction and building inspection. Provides engineering drawings, plans, and specifications for projects within the city. Also is responsible for developing or overseeing engineering studies such as hydraulic modeling, master planning, and CIP program development.
Collection System Manager	Responsible for the operation and maintenance activities of the sanitary sewer system, including direct supervision and scheduling of all maintenance crews, and regularly scheduling maintenance activities. Coordinates field operations and prepares and implement overflow emergency response plan, leads emergency response, investigates and reports SSOs and trains maintenance workers and field crews.
Maintenance Workers	Staff preventative maintenance activities, report condition of City assets, mobilize and respond to notification of stoppages and SSOs, and mobilize sewer-cleaning equipment and bypass pumping equipment.
Office Assistant	Responsible for receiving maintenance calls and complaints and dispatching maintenance workers to perform emergency operations. Also responsible for initiating records within the agencies tracking system for SSOs and other related events.

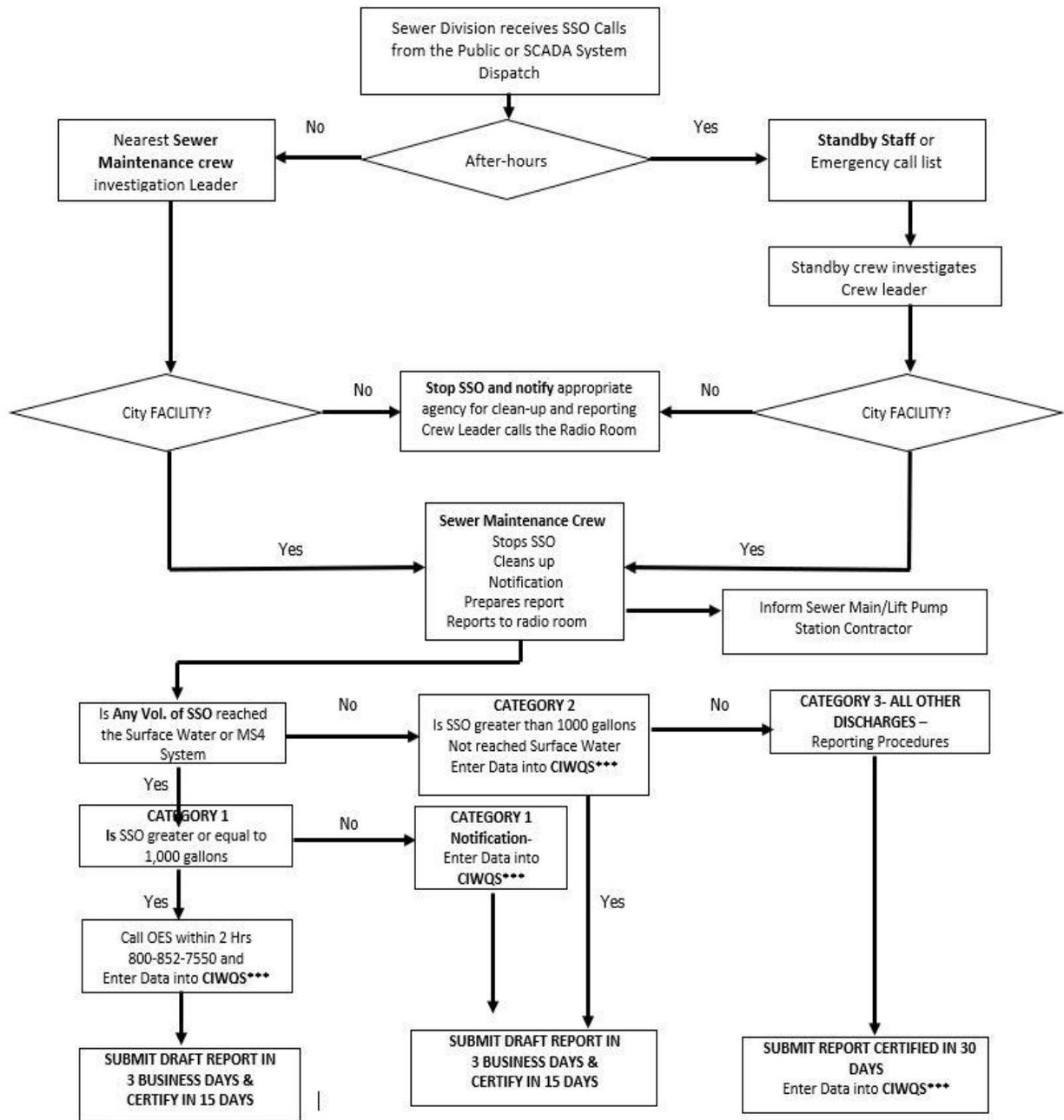
The City has developed an organizational structure, as shown above, that defines the roles and responsibilities for all City Employees and other parties that are responsible for carrying out activities associated with sanitary sewer system. This document includes duty statements, job performance requirements, and other pertinent information necessary to clearly communicate roles, responsibilities, skill sets, licensures, and training needed to carry out specific job-related duties. Furthermore, it is recommended to change the name of the Legally Responsible Official to the current City Manager, Ricardo Reyes

The City has created a clear and concise protocol regarding initial SSO notification, emergency response, reporting, and certification. All procedures are written and communicated to all parties that are involved with SSO response, notification, and reporting. Emergency contact telephone numbers have been distributed to the public, public agencies that may be involved with response to SSOs (fire, police, public health, regional board, etc.), and all appropriate City staff. Procedures that identify communication paths between the City and any other city contractor have been developed, and communicated to ensure proper implementation, training, and revisions if needed.

Chain of Communication for SSO Reporting

The chain of communication for reporting SSOs, from receipt of a complaint or other reliable information source to reporting to the appropriate regulatory agencies, is presented in **Figure 1**. The city's contact directory for communicating with both internal and external parties involved in responding and reporting an SSO event is shown in **Table 1**. The SSO emergency response plan will be discussed in greater detail in Chapter 5 of this document.

Figure 1. City's SSO Reporting Procedures Flow Chart



**LACFCD IS ONLY NOTIFIED WHEN SSO HAS ENTERED A STORM DRAIN SYSTEM.

*** CIWQS ONLINE DATA BASE (<http://ciwqs.waterboards.ca.gov/>)

Los Angeles County Health Department (LACHD) if the City has a contract with LA County Health Department.

**City of Huntington Park
Sanitary Sewer Management Plan
2019 Update**

Section II

Table 1. City's Contact Directory for SSO Responding and Reporting

After Hrs. or Responsible Party's	Name	Telephone	After Hours or Cell Phone
City Manager	Ricardo Reyes	1-323-582-6161	
Director of Public Works		1-323-584-6274	
City Engineer	Doug Benash	1-323-584-6346	
Building Inspector		1-323-584-6271	
Public Works Services Street Maintenance	Mario Lopez	1-323-447-6115	
Code Enforcement		1-323-582-6161	
City 24-HOUR Dispatcher	LA County Hotline	1-800-675-4357	1-800-675-4357
Police Department	Cosme Lozano	1-323-584-6254	911
Fire Department	Michael Freeman	1-323-881-2411	
LA County Health Dept.		1-626-430-5420	1-213-974-1234
LA County Flood Control Dist.		1-626-458-4357	
LA Co. Sanitation Dist.		1-562-699-7411	
RWQCB (LA)		1-213-576-6657	1-213-305-2284 FX 1-213-620-6140
State O.E.S		1-800-852-7550	

Section III - Legal Authority

Waste Discharge Requirements

This section of the SSMP discusses the City's Legal Authority, including its municipal code and any agreements with other agencies. This section fulfills the legal authority requirement as described in the Waste Discharge Requirements (WDR). The box below contains specific language regarding the Legal Authority requirement of the WDR.

- D.13** (iii) Legal Authority: Each Enrollee must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:
- (a) Prevent illicit discharges into its sanitary sewer system (examples may include Infiltration/Inflow (I/I), stormwater, chemical dumping, unauthorized debris and cut roots, etc.);
 - (b) Require that sewers and connections be properly designed and constructed;
 - (c) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;
 - (d) Limit the discharge of fats, oils, and grease and other debris that may cause blockages; and
 - (e) Enforce any violation of its sewer ordinances

Prevention of Illicit Discharges

The City of Huntington Park maintains the City's sewer system. The City's legal authority for dealing with the City's sanitary sewers, including illicit discharges or illicit connections is located in the City Municipal Code under Title 6, Chapter 4 "Sanitation and Health".

The City's Sanitation and Health Code Title 6 has language prohibiting illicit discharges. The specific purpose is to prevent the discharge of any pollutant into the sanitary sewer system that would obstruct or damage the collection system, interfere with treatment, or threaten harm to human health or the environment. Chapter 4, Article .01states: "It is unlawful for any person to make or maintain, or to cause to be made or maintained, any connection with any public sewer of the City until a permit therefor shall have first been obtained from the Building Department, or to make, or to cause to be made, any such connection pursuant to any such permit at any place other than that designated therein."

This municipal code is all inclusive of any connections to the City's public sewer system and defines adequate authority for the City to prevent illicit discharges into the City sewer system.

The City also maintains Municipal Code Title 6, Chapter 4, Article .07 “ Unlawful acts – Discharging storm waters, which states, “ It is unlawful for any person, including any public official or employee or any person otherwise authorized by law, to enter public sewers carrying sanitary sewage and/or industrial waste to construct, or authorize the construction, of a connection to a public sewer, or to remove a manhole cover, for the purpose of permitting or causing to be discharged into such public sewer flood, surface, or storm waters. It is unlawful for any person to connect any roof conductor, yard drain, or other conduit used for carrying off rain or surface water with any sanitary sewer of the City or with any house connection sewer leading thereto.”

Proper Design and Construction of Sewers and Connections

The City Code section 6-4.02 “Connections – Pipes” provides for the proper design of sanitary sewer connections and defines the connection material, size, etc., such that the building department can properly regulate the sewer connections when a permit is requested. City Code Connections – Pipes states, “ Every house connection made with any public sewer of the City shall be made with pipe which shall be first-class, vitrified, salt-glazed, socket pipe or standard cast iron soil pipe not less than six (6”) inches in internal diameter for that portion extending from the street sewer to the property line, and not less than four (4”) inches in internal diameter for that portion extending from the property line to the house or building.”

The collection sewer system is required to conform to all the requirements prescribed by the Standard Specifications for Public Works Construction (Green Book) and by the Special Provisions and Standard Plans to ensure that all sewer lines and connections are properly designed and constructed. When the City prepares plans and specifications for capital improvement projects such as sewers, it includes added details and specifications to further enhance the development and construction of new connections.

Lateral Maintenance Access

The City’s sanitary sewers are located in the public right-of-way of public streets, alleys and easements. Since the City owns and operates the City streets and alleys over the majority of the sanitary sewers, City access for maintenance and/or repairs is not a legal issue. The City’s municipal building code 8-1.01 section 101.3 states that, “It shall be unlawful for a person to erect, construct, enlarge, alter, repair, move, improve, remove, connect, convert, demolish, equip, or perform any other work on any building or structure or portion thereof, or perform any grading in the City, or cause the same to be done, contrary to, or in violation of, any of the provisions of this Code”.

Limit Discharge of FOG and Other Debris

Huntington Park adopted Los Angeles County Code Title 28, Plumbing Code which gives the Director of Public Works the legal authority to require the installation of grease interceptors at restaurants and other food establishments that generate grease. Section 20.36.560 of LACO Code also gives the Director of Public Works the authority to require the installation of treatment facilities, including grease interceptors at any facility that generates FOG in the amount that will damage or increase the maintenance costs of the sewer collection system. A list of these grease producing facilities are to be included as Appendix B of this document. Additionally, City codes 6-4.09 “Grease Interceptors” along with code 6-4.10

“Grease Traps” go into explicit detail about the regulation of fats, oils and grease that have the potential to be discharged into the sewer system. The City’s current policy requires all restaurants to install grease interceptors and to have them commercially maintained on a regular basis.

The City’s own Municipal Code Section 6-4.17 “Inspections” gives the Director of Public Works the legal authority to inspect mainline sewers, interceptors, etc. All work done pursuant to the provisions of this chapter shall be subject to inspection. Notice shall be given in writing to the Building Department by the person doing such work, or causing the same to be done, immediately after the work is ready for inspection. Up to the time of the inspection, all work shall be uncovered and convenient for the inspector’s examination, and every facility shall be given the inspector to make a thorough examination. If any pipes are enclosed or covered in any way whatsoever so as to tend to obstruct a thorough inspection of the drainage system, such obstruction shall be removed upon notice so to do from the inspector before the inspector shall be required to inspect the work. When, upon examination by the inspector, it appears that any such work is defective, either in its construction or material, the work shall be removed or repaired and made to conform with the requirements set forth in this chapter.

Additionally, City Code 6-4.18 “Inspections – Certificates” states that when it shall appear to the satisfaction of the inspector that any work required by the provisions of this chapter has been constructed according to, and meets the requirements of, the provisions of this chapter and the Plumbing Code, and if all the fees for the inspection thereof have been paid, the inspector shall cause to be issued to the person constructing such work a certificate of final inspection. Such certificate shall state that such work covered by the permit has been constructed according to the laws of the City and that such work is in a sanitary condition. The inspector shall not issue such certificate of inspection unless the requirements of this chapter have been adhered to.

Enforcement Measures

6-2.302 “Power and Duties” The enforcement agency shall have all of the enforcement powers and duties set forth in Sections 43209 et seq., of the Public Resources Code pertaining to minimum standards for solid waste handling and disposal, for the protection of air, water, and land from pollution and nuisances, and for the protection of the public health.

The City’s sewer construction is regulated by Title 6, Chapter 4, of the municipal code, by the California Plumbing Code and by the Standard Specifications for Public Works Construction.

Agreements with Other Agencies

As noted in the municipal code section of this SSMP, the requirements for legal authority are fulfilled by the adoption of Division 2, Title 20 of the LACO Code in the City’s municipal code.

Section IV - Operations and Maintenance Activities

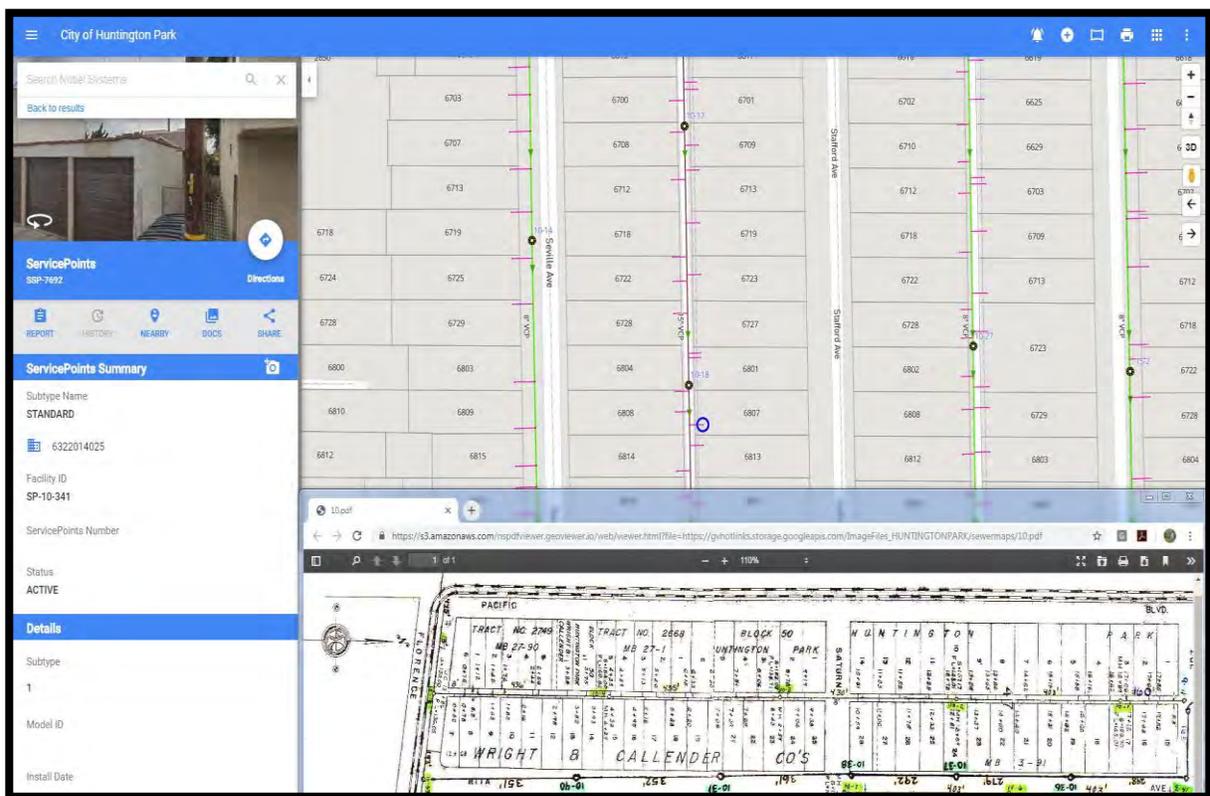
Waste Discharge Requirements

This section of the SSMP discusses the existing City operations, maintenance and other related measures and activities. Many of these recommendations have been outlined in the Sanitary Sewer Master Plan, the results which can be considered as additions or in some cases replacing the current operations and maintenance program. This section fulfills the Operation and Maintenance Program SSMP requirement as described in the Waste Discharge Requirements. The box below contains specific language regarding the Operations and Maintenance Activities requirement of the WDR.

- D.13 (iv) Operation and Maintenance Program: The SSMP must include those elements listed below that are appropriate and applicable to the **Enrollee's system**:
- (a) Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities;
 - (b) Describe routine preventative operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more cleaning and maintenance targeted at known problem areas. The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;
 - (c) Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets.
The plan shall include a time schedule for implementing the short- and long – term plans plus a schedule for developing the funds needed for the capital improvement plan;
 - (d) Provide training on a regular basis for staff in sanitary sewer system operations and maintenance and require contractors to be appropriately trained; and
 - (e) Provide equipment and replacement part inventories, including identification of critical replacement parts.

Collection System Map

The City maintains as-built plans and has its own automated set of collection system maps that have been developed in a GIS system that defines all sanitary sewer mains, manholes and also identifies other sanitary sewer lines within the City, such as the Los Angeles County Sanitation District lines. Additional data reported on the maps includes system alignment, pipe material and size. The maps are updated by the City, as necessary, to reflect any changes to the system. Additionally, all of Huntington Parks' as-built drawings have been scanned and "hot linked" to each sewer collection system for easy reference. Exhibit 1 shows an example of the as built to sewer line "hotlink". A map of the collection system is included as Appendix D of this SSMP.



**Exhibit 1
Sewer Line and As Built Hotlink**

Preventive Maintenance Program

The City is responsible for the operation and maintenance of its collection sewer system. The City's Operation and Maintenance program is applied throughout the City and was developed to provide the tools and procedures for maintaining and its sewer system with adequately trained staff and City hired sewer contractors possessing adequate knowledge, skills, and abilities. The goal of the Operation and Maintenance program is to operate an efficient sanitary sewer system at an optimal level to eliminate sanitary sewer

overflows (SSOs), and thereby protect public health and the surrounding environment. The sewer contractors hired by the City will provide after hour services to the City such as Stand-by, callback, and other sewer emergency services.

Since 2013 The City has retained Inframark to clean half of the City's sanitary sewer system once a year or a complete cleaning bi-annually. Inframark maintains an office, personnel and equipment at the City Yard to perform this work. Cleaning one-half of the sanitary sewer system each year provides adequate removal of blockages typically. However, areas needing more frequent cleaning, known as hot spots, are cleaned on a more frequent time schedule. Hot spots generally occur in areas where the City has sewer lines with very flat grades and are usually downstream of businesses or restaurants that are FOG producers.

The cleaning schedule is included in this report as Appendix E.

Rehabilitation and Replacement Plan

The City closed circuit television videos (CCTVs) all or a portion of its sanitary sewer system and storm drain system periodically for the purpose of reviewing the condition of the sewer and storm drain pipes along with locating illegal connections and a variety of other information that is needed to operate the systems effectively. After careful review of the CCTV'd lines, future development plans as well as developments that have been newly implemented, are taken into account for the City to generate a plan for rehabilitation of its sewer system where specific, more deteriorated areas, are prioritized.

Majority of the City's sewer lines were installed in the 1930's and 40's and have gotten to the point where rehabilitation is becoming more and more necessary. The City replaced lines where age and/or capacity were causing problems. In 2007, in an effort to extend the life of some of the sewer lines that weren't ready for replacement, the City lined some of the sewer lines that exhibited minor problems. In areas where capacity was an issue and the sewer mains had deteriorated too much, the City rehabilitated these trouble areas.

Contingency Equipment and Replacement Inventories

Inframark has a comprehensive equipment maintenance program. Equipment is regularly checked, adjusted, repaired or replaced as necessary. However, major fixed assets are replaced when they meet or exceed the Department's established fixed assets replacement criteria based on age of the equipment, mileage, hours of use, repair history etc.

Equipment categorized as class 9 (less than ¼ ton) or lower is automatically replaced by the Fleet Management Group of the Department when it meets the replacement criteria. These criteria notwithstanding, a piece of equipment can also be replaced if its reliability or safety of operation becomes questionable. New and additional equipment are also acquired when fully justified based on increased workload, new activity, additional personnel, technological improvements, time savings, cost savings, employee or public safety requirements etc.

Training

The City recognizes the importance of consistent staff training and documentation of training sessions. All personnel responsible for the operation and maintenance of the sewer collection system are required to undergo formal training, as per SWRCB requirements. Therefore, the City's staff responsible for the operation and maintenance of the sewer

collection system and the inspectors attend formalized collection training classes or seminars given by other agencies including California Occupational, Safety and Health Administration (CALOSHA), California Water Environment Association (CWEA), International Brotherhood of Electrical Workers etc. This is to keep them abreast with the latest technology in the industry on how to safely and efficiently carry out their tasks.

Additionally, only companies with well trained and experienced staff are considered for either emergency SSO mitigation or sewer construction or rehabilitation work.

Section V - Emergency Response Program

Waste Discharge Requirements

This section of the SSMP provides an overview and summary of the recommended City emergency response documents and procedures for sanitary sewer overflows. The City's Sewer System Maintenance, Overflow and Spill Prevention Plan can be found in Appendix D. This section fulfills the Overflow Emergency Response Plan requirement as described in the Waste Discharge Requirements. The box below contains specific language regarding the Overflow Emergency Response Plan requirement of the WDR.

D. 13 (vi) Overflow Emergency Response Plan - Each Enrollee shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

- (a) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;
- (b) A program to ensure an appropriate response to all overflows;
- (c) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the MRP. All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;
- (d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;
- (e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
- (f) A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

Overflow Response Procedure

Goals with respect to responding to SSOs are as follows:

- Minimize the volume and damage from the SSO by responding promptly when notified;
- Contain and prevent the overflow from entering the storm drain system;
- Minimize public contact with the spilled wastewater;
- Stop the overflow as soon as possible.
- Completely recover the overflow and return it to the sewer system.
- Clean up the area contaminated by the overflow.
- Meet the regulatory reporting requirements;
- Compile information and conduct an investigation to determine the probable cause of the overflow.
- Document the events, including taking photographs, during the overflow and response activities
- Notify the public when a threat to public health

The City is responsible for sanitary sewer overflows within the City. The Sanitary Sewer Overflow Procedure described in Chapter 6, of the SMMP are utilized by the City. Furthermore, the City 24-hour emergency phone number 1-800-675-4357 is readily available to City staff and residents to use in promptly notifying City Public Works Department staff of SSO events in the City.

Furthermore, the City's Overflow Emergency Response Plan complies with the additional notification requirements outlined in SWRCB Order WQ 2008-0002-EXEC, *Adopting Amended Monitoring and Reporting Requirements for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, including:*

- 1) *For any discharges of sewage that results in a discharge to a drainage channel or a surface water, the Discharger shall, as soon as possible, but not later than two (2) hours after becoming aware of the discharge, notify the State Office of Emergency Services, the local CITY OF Huntington Park, CITY SEWER SYSTEM MANAGEMENT PLAN health officer or directors of environmental health with jurisdiction over affected water bodies, and the appropriate Regional Water Quality Control Board.*
- 2) *As soon as possible, but no later than twenty-four (24) hours after becoming aware of a discharge to a drainage channel or a surface water, the Discharger shall submit to the appropriate Regional Water Quality Control Board a certification that the State Office of Emergency Services and the local health officer or directors of environmental health with jurisdiction over the affected water bodies have been notified of the discharge.*

**Table 1
Regulatory Agencies Notification Procedures and Time Frames**

SSO Category	Type or Description	Agencies to be Notified	Type of Notification and Timeframe	
			Telephone/Fax	Written Report*/Online Database
1	A. SSO \geq 1,000 gallons	Health Department	As soon as possible, but no later than 2 hours after becoming aware of the spill.	N/A
	B. Results in discharge to drainage channel and/or surface water	Flood maintenance Division	As soon as possible, but no later than 2 hours after becoming aware of the spill.	N/A
	C. Discharge to a storm drain and not fully captured and returned to the sanitary sewer system	RWQCB (Region 4)	As soon as possible, but no later than 2 hours after becoming aware of the spill.	Certify that the notification has been made ASAP, but no later than 24 hours after becoming aware of the spill.
		OES	As soon as possible, but no later than 2 hours after becoming aware of the spill.	N/A
		SWRCB	As soon as we become aware of the SSO, reporting is possible and can be provided without substantially impeding cleanup or other measures.	Online Initial Report – ASAP, but no later than initial 3 business days after we are made aware of it. Final Online Certified Report – Within 15 calendar days on conclusion of the SSO response and remediation. Additional Information – Anytime in form of an attachment.
2	All other SSOs resulting from the sanitary sewer system	Health Department RWQCB (Region 4) OES SWRCB	Same as above Same as above Same as above N/A	N/A Same as above N/A Online – Within 30 days after the end of the calendar month in which the SSO occurred.
3	Private lateral sewage discharge caused by blockages or other problems within a privately owned lateral	Health Department RWQCB (Region 4) OES SWRCB (Optional)	Same as above Same as above Same as above N/A	N/A Same as above N/A N/A
N/A	No SSO in a calendar month	SWRCB	N/A	Online Database Certified – Within 30 days after the end of the calendar month, certified statement that no SSO occurred.

**Table 2
Regulatory Agencies Telephone/Fax Numbers**

Agency	Contacts	Hours of Operation
County Health Department	(213) 974-1234	Answered on a 24-hour, 7 day a week basis
State Office of Emergency Services	1-800-852-7550	Answered on a 24-hour, 7 day a week basis
Los Angeles Regional Water Quality Control Board (Region 4)	Phone: (213) 576-6600 Fax: (213) 576-6650	Answered only during normal working hours
Flood Maintenance Division (East Area)	Phone: (626) 445-7630 Phone: (626) 798-6761	Answered only during normal working hours
State Water Resource Control Board	Online database website address	

Procedure to Ensure Staff and Contractors are Aware and Properly Trained to Follow the Emergency Response Plan

Notification, Investigation and Mobilization have been developed by the City as following:

Calls for SSOs can be received by Police Dispatch, Code enforcement or the City Public Works Department. The City has 24-hour call hotline and regular hour dispatch from the Engineering Division and Code Enforcement.

Action following notification of an overflow:

- When a call is received reporting a sewer overflow during normal business hours (Monday thru Thursday), the field Operations Manager of Utilities is notified who subsequently dispatches field personnel or sewer maintenance contractor to respond and investigate.
- When a call is received after hours, weekends or holidays, Police Dispatch or 24-Hour dispatch will contact the on-call Standby personnel and/or sewer maintenance contractor who will respond and investigate.
- If it is determined that the overflow is in the City's sewer system, then mobilization will begin. If the overflow is the County Sanitation District's (LACSD) or adjacent City's sewer system, then they shall be contacted immediately.

The overflow response in the field will be directed by the field operation manager or supervisor and/or staff who are trained and experienced in responding to overflows.

- A crew will be dispatched to the scene to begin the response actions.
 - i. Staff members will begin containment of spill to prevent overflow from entering the storm drain system.
 - ii. Sewer maintenance contract staff will be informed to start corrective action immediately, if required.

- iii. Staff/Contract operators will begin corrective action to eliminate the cause of the overflow.
- iv. Upon containment and corrective action, recovery and clean-up will commence.
- v. Notification and reporting.

Procedures to Address Emergency Operations such as Traffic, Crowd Control, and other Necessary Response Activities

The City has the necessary personnel to respond to almost any emergency, including sewer blockage, pipe failure, and vandalism. The urgency and seriousness of any wastewater overflow results in the full commitment and availability of all staff in the Sewerage System Section to respond. Additional City personnel are utilized for specialized assistance as needed. Contractors with emergency response capabilities are also used to assist in emergencies as needed. Each sewer lift station has a specific Emergency Response Plan which is kept at the facilities for personnel.

An emergency contact list is maintained which includes the home phone number of all employees in the Sewerage System Section. All supervisors and managers in the Sewerage System Section are assigned cell phones and are accessible 24-hours a day. A table of organization for the Sewerage System Section is shown in Section 2 of this SSMP. Emergency equipment in addition to the normal assemblage of equipment utilized by the City's division for maintenance and repair of the sewerage system include vehicles that are well equipped with traffic and crowd control tools, including orange traffic control cones, yellow tape, flashing lights, high visibility yellow uniforms, etc.

Program to Eliminate or Minimize the Discharge of SSOs into Waters of the United States

The emergency contractors' crews retained by the City are properly trained on methods and procedures to prevent or limit the amount of SSO into waters of the United States and how to mitigate their impacts. Some of the methods include the use of sandbags to contain SSOs, absorbent socks to prevent SSO discharge into storm drain catch basins, and the use of vacuum trucks to suck up contained spills and dump effluent back into the collection system at other safe locations. The City and its emergency contractors have the reduction of response time for SSO as one of their major goals. Reducing response time would significantly limit the amount of SSO that reaches the waters of the United States.

Section VI - Fats, Oil and Grease (FOG) Control Program

Waste Discharge Requirements

Currently, the City of Huntington Park does not have a major FOG problem. This section of the SSMP discusses recommended FOG control measures, including identification of potential problem areas, focused cleaning, and source control. This section fulfills the FOG control requirement as described in the Waste Discharge Requirements. The box below contains specific language regarding the FOG Control Program requirement of the WDR.

D. 13 (vii) FOG Control Program - Each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification for why it is not needed. If FOG is found to be a problem, the enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. The plan shall include the following as appropriate:

- (a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
- (b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
- (c) The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockage caused by FOG;
- (d) Requirements to install grease removal devices such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
- (e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;
- (f) An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and
- (g) Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.

FOG Control

The City recognizes the importance of a FOG control program as they have identified fats, oils and grease as major contributors to the clogging of the City's sanitary sewers. To ensure that the sanitary sewer systems remain unclogged, the City will develop and implement a FOG program that requires all commercial and industrial sources that produce grease install grease interceptors, which are commercially maintained. This includes an annual inspection of grease producing facilities and their grease removal devices.

The City relies heavily on its public outreach efforts to make citizens along with business owners aware of the consequences FOG has on the City's sewer system. The FOG program is responsible for and distributes information on grease control to restaurants and homeowners alike, requiring all restaurants to install grease traps or grease interceptors and requires restaurants to introduce grease fighting enzymes/bacteria into their systems as a secondary prevention method.

The City's FOG program will remove FOG materials from the City's sanitary sewers on a bi-annual basis or as deemed necessary to keep the sewer system operating properly and to make sure any buildup is managed effectively. As such, solidified fats found in the collection system during cleaning operations are trapped, collected and taken to their maintenance yard bins for disposal. FOG in liquid form will be flushed by hydro jetting to the downstream treatment facilities for treatment and disposal. FOG prone sections of the sewer system, otherwise called "hot spots", are identified by Inframark during routine maintenance operations and investigation of stoppages and SSOs. Those portions of the sewer system found to have persistent FOG problems are to be put on monthly, quarterly or semi-annual periodic cleaning schedule, depending on the magnitude of the problem.

Continued corroboration with Inframark will serve to meet many of the FOG program requirements described in the WDRs through regular inspections of industrial and commercial facilities.

Legal Authority

The City has multiple municipal codes that provide the City's legal authority in enforcing FOG related regulations for its FOG program. The City Code Article 6-4.03, "Deposits", contains language that specifies that the depositing of FOG materials, along with other materials into the sanitary sewer system. City Code Article 6-4.10, "Grease Traps", is an extensive code section that deals with the requirements, design standards and BMPs that are part of the FOG program. This article also specifies the proper sizing, cleaning and maintenance of the City's grease traps. The last code, City Code Article, 6-4.10p, "Grease Traps-Inspections", states the City's legal authority to inspect grease traps at any given time.

Public Outreach

The City has developed outreach materials about FOG and other SSO prevention measures mainly through brochures, and newsletters. The City should consider developing its own Public Education Outreach Program to further educate residents and businessowners on the importance of FOG prevention measures by making information easily accessible. The City should implement a program that incorporates FOG related articles from LA County Department of Public Works and other sources in City newsletters, websites, pamphlets, etc.

Cleaning Schedule for Identified FOG Prone Sewer Segments

This function is performed by the qualified sewer maintenance contractor hired by the City. The methods are used per LA County Maintenance and Operation standards. These are typically cleaned by hydro jetting and rodding if tree roots are encountered. Those portions of the system found to have persistent FOG problems are put on monthly, quarterly, or semi-annual periodic cleaning schedule, depending on the magnitude of the problem.

Grease Haulers and FOG Disposal Sites			
Baker Commodities, Inc	4020 Bandini Blvd Los Angeles, CA (Vernon, CA)	(323) 269-6177 or (800) 427-0696	Grease recycler. Drop off location and grease trap cleaning/hauling
Darling International	2626 E 25th St Los Angeles, CA	(800) 447-3273	Drop off location and grease trap cleaning/hauling
LACSD Lancaster Wastewater Treatment Plan	1865 West Avenue D Lancaster, CA	(562) 699-7411, ext. 2301	Accepts grease trap and interceptor waste
One More Time	4144 Bandini Blvd Los Angeles, CA (Vernon, CA)	(800) 624-5504	
Southwest Processors 4	4120 Bandini Blvd Los Angeles, CA (Vernon, CA)	(800) 900-3366	Grease recycler. Drop off location and grease trap cleaning/hauling

Grease Haulers		
Roto-Rooter Plumbing Services	(661) 948-1048 or (775) 345-5300	Grease and cooking oil removal; grease trap pumping
Triple A Pumping & Jetting Inc.	(714) 628-0900	Grease and cooking oil removal; grease trap pumping.

Source Control of FOG

Common source control BMPs include pre-wiping oily pans and dishes prior to washing them, installing drain screens in sinks to catch food particles, cleaning hoods regularly, training employees, and maintaining records of training and maintenance activities. As previously discussed, the City conducts FOG inspections at food service establishments (FSEs) for compliance with the source control BMP requirements.

Section VII – Design and Construction Standards

Waste Discharge Requirements

This element of the SSMP discusses the City’s design and construction standards, included within its municipal code. Development of standards for the design, construction, inspection, testing and acceptance of new, rehabilitated, or repaired portions for the collection system is crucial to ensure a safe and reliable collection system. The box below contains specific language regarding the Design and Construction Standards requirement of the WDR.

D.13 (v) Design and Performance Provisions:

- (a) Design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems; and
- (b) Procedures and standards for inspecting and resting the installation of new sewers, pumps and other appurtenances and for rehabilitation and repair projects.

Design and Construction Standards and Specifications

City utilizes LACDPW design standards. The LACDPW has Standard Plans and Specifications for the Construction of Sanitary Sewers and appurtenances to ensure that sewer lines and connections are properly designed and constructed. The LACDPW specifications by reference incorporate the Standard Plans and Specifications for Public Works Construction, Special Provisions, and Standard Drawings. In addition, LACDPW has other publications such as the Private Contract Sanitary Sewer Procedural Manual, Guidelines for the Design of Pump Stations etc. to ensure consistency in the design of collection systems within the City. To further ensure that sewer facilities are properly designed and constructed, LACDPW requires that plans are designed by licensed engineers and provides thorough review of plans prior to approval for and conducting inspection of construction work.

The City has adopted Division 2, titled “Sanitary Sewers and Industrial Waste” of Title 20, Utilities of the Los Angeles County (LACO) Code by reference, therefore, all design and construction standards and specifications are contained within the LACO Code. The following section is an excerpt from LACO code’s Title 20 and LACO Plumbing Code (Title 28) that apply to the proper design and construction of sewers and connections:

The LACO Code sections 20.32.330 and 20.32.340 require that the design of new sewer lines be in conformity with requirements of Part 3 of Chapter 20.32 of the Code. Similarly, Section 20.32.350 of the LACO Code requires that the design of new house laterals conform to the requirements of Part 3, Chapter 20.32 of the Code unless otherwise covered by the LACO Plumbing Code, Title 28. The collection sewer system, by law (LACO Code 20.32.580), is required to conform to all the requirements prescribed by division 2 of the LACO Code, by the Standard Specifications for Public Works Construction (Green Book) and by the Special Provisions and Standard Plans. The inspection and construction of mainline sewers to ensure proper construction is covered under Section 20.32.590 of the LACO Code. The construction of house laterals is also covered under the LACO Plumbing Code.

Procedures and Standards for Inspection and Testing New and Rehabilitated Sewer Facilities

City follows LACDPW construction standard guidelines and is responsible for providing inspections for the installation of new and rehabilitation of deteriorated collection sewer facilities in the City. Inspectors are well trained in pipeline construction. They attend training classes and educational seminars to stay familiar with advancements in the industry. The inspectors are also provided with adequate materials to perform their jobs, including the Standard Specification for Public Works Construction Inspection Manual, the Green Book etc.

**Section VIII – System Evaluation and Capacity Assurance Plan
(SECAP)**

Waste Discharge Requirements

An important step in attempting to minimize the amount of SSOs in a given system, one must determine how the system will react to different conditions and stresses. Once this is achieved, City officials can identify areas in need of improvement and prioritize projects for a capital improvement program. This element of the SSMP discusses the City's capacity management measures, including the most recent Master Plan and recommended capacity improvement projects. The box below contains specific language regarding the System Evaluation and Capacity Assurance Plan requirement of the WDR.

D. 13 (viii) System Evaluation and Capacity Assurance Plan: The Enrollee shall prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include:

(a) Evaluation: Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity and the major sources that contribute to the peak flows associated with overflow events;

(b) Design Criteria: Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria; and

(c) Capacity Enhancement Measures: The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.

(d) Schedule: The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a)-(c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14

System Capacity Evaluation

The City Public Works Department Engineering Division is responsible for ensuring that the public sewer infrastructure is correctly designed, adequately sized and easily maintainable. Public Works Department Utilities Division also provides a supporting role in reviewing all proposed sewer plans for new developments in the City to ensure that they conform to County design standards and particularly to ensure that LA County Sanitation District's requirements for acceptability of treatment. A comprehensive capacity evaluation is needed and should be performed by the City using a dynamic hydraulic model to quantify flows and capacities in all major sewer lines under current and future flow conditions.

The hydraulic model will be able to generate data on peak flows in each modeled pipe to evaluate individual pipe capacities. Pipes considered to have inadequate capacities will be documented and prioritized for the City's CIP program. During the hydraulic analysis, a pipe that is considered to have inadequate capacity falls into the criteria that if the ratio of flow depth to pipe diameter (d/D) at peak dry weather flow exceeds 75 percent, under existing or future conditions and would therefore be recommended for rehabilitation or reconstruction.

GIS Database

All sanitary sewer lines and manholes within the City and some of the neighboring systems' sanitary sewer system, including a portion of the unincorporated areas surrounding the City, were digitized from the City's existing as-built drawings and gaps were filled in using Los Angeles County Sanitation District's (LACSD) maps. This data should be used by the City to develop their hydraulic model. Several attributes including the pipe diameter, length, material as well as manhole invert elevations and ground elevation data are needed and should be included.

Sewer System Capacity Evaluation Criteria

Criteria that the City should use while evaluating its sewer system capacity and developing its hydraulic modeling system are as follows: The system should be sized to convey the peak wet weather flow (PWWF) to minimize the potential for sanitary sewer overflows (SSOs). The PWWF is defined to be equal to the peak dry weather flow (PDWF); plus a contingency for groundwater/seawater infiltration and rainfall dependent inflow, or Infiltration and Inflow (I&I). Hydraulic equations, friction factors and percent capacity should be used to define the design capacity of the sewer pipes. For all pipes, design capacity should be based on the pipe flowing at a depth equal to 75 percent of its diameter, at the peak dry weather flow. Reserve capacity should be provided for variations in estimated flows and peaking, total infiltration and inflow allowance and for redevelopment. Additionally, pipes with flows that show a flow depth greater than 75 percent of their diameters (d/D ratio of > 0.75) should be considered hydraulically deficient.

CIP Schedule

The City's capital improvement program (CIP) was developed based on improvement priorities. However, the City has not yet allocated funds or developed projects relating to improving sewer lines. The City shall develop a project list of all possible CIP dedicated to improving the City's sewer system and create a schedule of all completion dates for all portions of the Capital Improvement Program.

Section IX – Monitoring, Measurement & Program Modifications

Waste Discharge Requirements

It is critical that the City monitors implementation of the SSMP elements and measures the effectiveness of SSMP elements in reducing SSOs. Effectiveness should be measured by developing and tracking performance indicators on a regular basis.

Performance indicators should be selected to meet the goals of the wastewater collection system agency. This section of the SSMP discusses parameters the City tracks to monitor the success of the SSMP and how the City plans to keep the SSMP current. The box below contains specific language regarding the Monitoring, Measurement and Program Modifications requirement of the WDR.

D. 13 (ix) Monitoring, Measurement, and Program Modifications: The Enrollee shall:

- a. Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;
- b. Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
- c. Assess the success of the preventative maintenance program;
- d. Update program elements, as appropriate, based on monitoring or performance evaluations; and
- e. Identify and illustrate SSO trends, including: frequency, location, and volume

Monitoring and Measurement

In order to effectively manage programs, performance measures that gauge success should be developed and data to support the findings must be collected. To this end, accurate and consistent data keeping is extremely important for successful sewer system management. It is imperative that the correct data is captured, in a format that is easily extractable, and that operations personnel understand their role in this process. Focus should be placed on performance metrics, components of trend tracking, and benchmarking procedures both internally and externally. Based upon data collected decisions can be made as to changes that may be warranted and needed in order to maximize program efficiencies.

The City receives quarterly reports regarding the performance of the sewer system within the City and the number of sanitary sewer overflows. The City will utilize these reports to assess the effectiveness of the SSMP and to determine if modifications are necessary to improve the performance of the sewer system within the City.

Table 1 lists each SSMP element, the overall purpose of the SSMP element, and the specific parameters that the City will track that will help in evaluating the overall effectiveness of the SSMP.

**Table 1
SSMP Monitoring Parameters by SSMP Element**

SSMP Element	Summary of Element Purpose	Parameters for Tracking Effectiveness
Goals	Establish priorities of City and provide focus for City staff	None needed
Organization	Document organization of City staff and chain of communication for SSO response	None needed
Overflow Emergency Response	Provide timely and effective response to SSO emergencies and comply with regulatory reporting requirements	<ul style="list-style-type: none"> • Average and maximum response time • Percent of total overflow volume contained or returned to sewer
Fats, Oils & Grease Control	Minimize blockages and overflows due to FOG	<ul style="list-style-type: none"> • Number of blockages due to FOG • Number of overflows due to FOG • Number of FOG producing facilities inspected
Legal Authority	Ensure the City has sufficient legal authority to properly maintain the sanitary sewer system	None needed
Measures and Activities	Minimize blockages and SSOs by properly maintaining the system and keeping the system in good condition	<ul style="list-style-type: none"> • Total number and volume of SSOs • Number of repeat SSOs (same location as any previous SSO, regardless of year of occurrence) • Total number of mainline blockages • Number of pipe failures • Length of CCTV'd pipes • Backlog for rehabilitation and repair projects
Design and Construction Standards	Ensure new facilities are properly designed and constructed	None needed

Capacity Management	Minimize SSOs due to insufficient capacity by evaluating system capacity and implementing necessary projects	<ul style="list-style-type: none"> • Number of SSOs due to capacity limitations or wet weather • Date of completion of most recent capacity evaluation • Backlog for capacity improvement projects
Monitoring, Measurement & Program Modifications	Evaluate effectiveness of SSMP, keep SSMP up to date, and identify necessary changes	None Needed
Program Audits	Formally identify SSMP effectiveness, limitations and necessary changes on an annual basis	<ul style="list-style-type: none"> • Date of completion of last annual audit
Communication Plan	Communicate with the public and satellite agencies	None needed

The City will use the tracked parameters listed in Table 1 to assist in completion of the annual SSMP audit described in the SSMP Audits element.

SSMP Modifications

The WDR requires that the SSMP will need to be updated periodically to maintain current information and programs need to be enhanced or modified if they are determined to be less effective than needed. City staff will update critical information, such as contact numbers and the SSO response chain of communication as needed.

Section X – SSMP Audits

Waste Discharge Requirements

Audit programs are intended to provide controls for ensuring that all programs associated with the SSMP are being implemented as planned and managed appropriately. Audit outcomes should provide information about challenges and successes in implementing the SSMP by evaluating work practices and operations, documentation, procedures records and staff for implementation effectiveness and consistency. The audit will identify any program or policy changes that may be needed to continually improve effective implementation. Information collected as part of an audit should be used to plan program or procedure revisions necessary to improve program performance. The box below contains specific language regarding the SSMP Program Audits requirement of the WDR.

D.13 (x) SSMP Program Audits - As part of the SSMP, the Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the **Enrollee's** compliance with the SSMP requirements identified in this subsection (D.13), including **identification** of any deficiencies in the SSMP and steps to correct them.

SSMP Program Audits

As part of the SSMP, the Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee's compliance with the SSMP requirements, including identification of any deficiencies in the SSMP and steps to correct them.

SSMP Certification

The SSMP should be certified by the City's Legally Responsible Official (LRO) to be in compliance with the requirements set forth in the WDR. The LRO must also complete the certification portion in the online SSO Database Questionnaire by checking the appropriate milestone box, printing, signing the automated form, and sending the signed form to:

State Water Resources Control Board Division of Water Quality
Attention: SSO Program Manager
P.O. Box 100 Sacramento, CA 95812

SSMP Modification and Recertification

The SSMP must be updated every 5 years to keep it current. When significant amendments are made to any portion or portions of the SSMP, it must be resubmitted to the City Council for approval and recertification.

Section XI – Communication Program

Waste Discharge Requirements

The City shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the City as the program is developed and implemented. The City shall also create a plan of communication with systems that are tributary and/or satellite to the City’s sanitary sewer system. The box below contains specific language regarding the Communication Program requirement of the WDR.

(xi) Communication Program – The Enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented. The Enrollee shall also create a plan of communication with systems that are tributary and/or satellite to the **Enrollee’s** sanitary sewer system.

Identifying key stakeholders and key issues and thinking about how various stakeholders might react are the first steps to developing a communication plan. Understanding what elements of an SSMP they will be most concerned with, is one of the many potential considerations that an agency may identify. Involving the right stakeholders on potentially controversial issues as early as possible is important to the success of any new program. Emphasizing collaboration and shared goals to reach a workable solution will not always ensure buy off, though will promote ownership and understanding. Avoiding proper outreach efforts for controversial issues in the hope that interested parties won’t catch on usually backfires.

Communication

The City should develop a communication mechanism with the County Department of Public Works which will establish ongoing discourse on a continual and regular basis. Additionally, the City should identify an individual within the City who is responsible for development, implementation, and interface for the communication program. Identify resources necessary to solicit and incorporate input on each phase of the SSMP (development, implementation, and performance), as well as document the City’s outreach efforts. The City should emphasize collaboration and shared goals to reach a workable solution. Creating a list of key milestones in each phase of your SSMP when stakeholder input would be most useful and effective. The City should create a convenient mechanism for stakeholder input.

Key considerations, while developing a communication program include:

- Development of a variety of communication methods, including newsletters, public meetings, web pages, and public service announcements. Different agencies will find that different communication methods are effective. Look for a method that reaches the desired audience at a reasonable cost.
- The City should develop a section on the City's website with other agencies or professional organizations and share costs. The website could contain general information about the new Waste Discharge Requirements and SSMP components provide space to make documents available for public review, and contain contact, meeting times and locations, and other agency-specific information.
- The City must make sure there is a designated staff person responsible for satellite agency coordination. This person will ensure that the program is sustained, and your agency's efforts to get the program up and running and are sustained once the SSMP is complete.

SSMP Availability

Copies of the SSMP should be maintained and available for stakeholders and interested parties upon request. City can choose to make the SSMP available to anyone via download on the City's website, or upon a formal request at City Hall.

Appendix A

Waste Discharging Requirements

STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD

ORDER NO. WQ 2008-0002-EXEC

**ADOPTING AMENDED MONITORING AND REPORTING REQUIREMENTS FOR
STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER
SYSTEMS**

The State of California, Water Resources Control Board (State Water Board) finds:

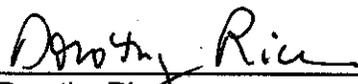
1. The State Water Board is authorized to prescribe statewide general waste discharge requirements for categories of discharges that involve the same or similar operations and the same or similar types of waste pursuant to Water Code 13263, subdivision (i).
2. The State Water Board on May 2, 2006, adopted Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, Order No. 2006-0003-DWQ, pursuant to that authority.
3. The State Water Board on May 2, 2006, adopted Monitoring and Reporting Requirements to implement the General Waste Discharge Requirements for Sanitary Sewer Systems.
4. State Water Board Order No. 2006-0003-DWQ, paragraph G.2., and the Monitoring and Reporting Requirements, both provide that the Executive Director may modify the terms of the Monitoring and Reporting Requirements at any time.
5. The time allowed in those Monitoring and Reporting Requirements for the filing of the initial report of an overflow is too long to adequately protect the public health and safety or the beneficial uses of the waters of the state when there is a sewage collection system spill. An additional notification requirement is necessary and appropriate to ensure the Office of Emergency Services, local public health officials, and the applicable regional water quality control board are apprised of a spill that reaches a drainage channel or surface water.
6. Further, the burden of providing a notification as soon as possible is de minimis and will allow response agencies to take action as soon as possible to protect public health and safety and beneficial uses of the waters of the state.

IT IS HEREBY ORDERED THAT:

Pursuant to the authority delegated by Resolution No. 2002-0104 and Order No. 2006-0003-DWQ, the Monitoring and Reporting Requirements for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems No. 2006-0003-DWQ is hereby amended as shown in Attachment A, with new text indicated by double-underline.

Dated:

February 20, 2008



Dorothy Rice
Executive Director

ATTACHMENT A

STATE WATER RESOURCES CONTROL BOARD MONITORING AND REPORTING PROGRAM NO. 2006-0003-DWQ (AS REVISED BY ORDER NO. WQ 2008-0002-EXEC)

STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS

This Monitoring and Reporting Program (MRP) establishes monitoring, record keeping, reporting and public notification requirements for Order No. 2006-2003-DWQ, "Statewide General Waste Discharge Requirements for Sanitary Sewer Systems." Revisions to this MRP may be made at any time by the Executive Director, and may include a reduction or increase in the monitoring and reporting.

NOTIFICATION

Although State and Regional Water Board staff do not have duties as first responders, this Monitoring and Reporting Program is an appropriate mechanism to ensure that the agencies that do have first responder duties are notified in a timely manner in order to protect public health and beneficial uses.

1. For any discharges of sewage that results in a discharge to a drainage channel or a surface water, the Discharger shall, as soon as possible, but not later than two (2) hours after becoming aware of the discharge, notify the State Office of Emergency Services, the local health officer or directors of environmental health with jurisdiction over affected water bodies, and the appropriate Regional Water Quality Control Board.
2. As soon as possible, but no later than twenty-four (24) hours after becoming aware of a discharge to a drainage channel or a surface water, the Discharger shall submit to the appropriate Regional Water Quality Control Board a certification that the State Office of Emergency Services and the local health officer or directors of environmental health with jurisdiction over the affected water bodies have been notified of the discharge.

A. SANITARY SEWER OVERFLOW REPORTING

SSO Categories

1. Category 1 - All discharges of sewage resulting from a failure in the Enrollee's sanitary sewer system that:
 - A. Equal or exceed 1000 gallons, or
 - B. Result in a discharge to a drainage channel and/or surface water; or
 - C. Discharge to a storm drainpipe that was not fully captured and returned to the sanitary sewer system.

2. Category 2 – All other discharges of sewage resulting from a failure in the Enrollee's sanitary sewer system.
3. Private Lateral Sewage Discharges – Sewage discharges that are caused by blockages or other problems within a privately owned lateral.

SSO Reporting Timeframes

4. Category 1 SSOs – Except as provided above, all SSOs that meet the above criteria for Category 1 SSOs must be reported as soon as: (1) the Enrollee has knowledge of the discharge, (2) reporting is possible, and (3) reporting can be provided without substantially impeding cleanup or other emergency measures. Initial reporting of Category 1 SSOs must be reported to the Online SSO System as soon as possible but no later than 3 business days after the Enrollee is made aware of the SSO. Minimum information that must be contained in the 3-day report must include all information identified in section 9 below, except for item 9.K. A final certified report must be completed through the Online SSO System, within 15 calendar days of the conclusion of SSO response and remediation. Additional information may be added to the certified report, in the form of an attachment, at any time.

The above reporting requirements are in addition to do not preclude other emergency notification requirements and timeframes mandated by other regulatory agencies (local County Health Officers, local Director of Environmental Health, Regional Water Boards, or Office of Emergency Services (OES)) or State law.

5. Category 2 SSOs – All SSOs that meet the above criteria for Category 2 SSOs must be reported to the Online SSO Database within 30 days after the end of the calendar month in which the SSO occurs (e.g. all SSOs occurring in the month of January must be entered into the database by March 1st).
6. Private Lateral Sewage Discharges – All sewage discharges that meet the above criteria for Private Lateral sewage discharges may be reported to the Online SSO Database based upon the Enrollee's discretion. If a Private Lateral sewage discharge is recorded in the SSO Database, the Enrollee must identify the sewage discharge as occurring and caused by a private lateral, and a responsible party (other than the Enrollee) should be identified, if known.
7. If there are no SSOs during the calendar month, the Enrollee will provide, within 30 days after the end of each calendar month, a statement through the Online SSO Database certifying that there were no SSOs for the designated month.
8. In the event that the SSO Online Database is not available, the enrollee must fax all required information to the appropriate Regional Water Board office in

accordance with the time schedules identified above. In such event, the Enrollee must also enter all required information into the Online SSO Database as soon as practical.

Mandatory Information to be Included in SSO Online Reporting

All Enrollees must obtain SSO Database accounts and receive a "Username" and "Password" by registering through the California Integrated Water Quality System (CIWQS). These accounts will allow controlled and secure entry into the SSO Database. Additionally, within thirty (30) days of receiving an account and prior to recording SSOs into the SSO Database, all Enrollees must complete the "Collection System Questionnaire", which collects pertinent information regarding an Enrollee's collection system. The "Collection System Questionnaire" must be updated at least every 12 months.

At a minimum, the following mandatory information must be included prior to finalizing and certifying an SSO report for each category of SSO:

9. Category 2 SSOs:

- A. Location of SSO by entering GPS coordinates;
- B. Applicable Regional Water Board, i.e. identify the region in which the SSO occurred;
- C. County where SSO occurred;
- D. Whether or not the SSO entered a drainage channel and/or surface water;
- E. Whether or not the SSO was discharged to a storm drain pipe that was not fully captured and returned to the sanitary sewer system;
- F. Estimated SSO volume in gallons;
- G. SSO source (manhole, cleanout, etc.);
- H. SSO cause (mainline blockage, roots, etc.);
- I. Time of SSO notification or discovery;
- J. Estimated operator arrival time;
- K. SSO destination;
- L. Estimated SSO end time; and
- M. SSO Certification. Upon SSO Certification, the SSO Database will issue a Final SSO Identification (ID) Number.

10. Private Lateral Sewage Discharges:

- A. All information listed above (if applicable and known), as well as;
- B. Identification of sewage discharge as a private lateral sewage discharge; and
- C. Responsible party contact information (if known).

11. Category 1 SSOs:

- A. All information listed for Category 2 SSOs, as well as;
- B. Estimated SSO volume that reached surface water, drainage channel, or not recovered from a storm drain;
- C. Estimated SSO amount recovered;
- D. Response and corrective action taken;
- E. If samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA must be selected.
- F. Parameters that samples were analyzed for (if applicable);
- G. Identification of whether or not health warnings were posted;
- H. Beaches impacted (if applicable). If no beach was impacted, NA must be selected;
- I. Whether or not there is an ongoing investigation;
- J. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the overflow and a schedule of major milestones for those steps;
- K. OES control number (if applicable);
- L. Date OES was called (if applicable);
- M. Time OES was called (if applicable);
- N. Identification of whether or not County Health Officers were called;
- O. Date County Health Officer was called (if applicable); and
- P. Time County Health Officer was called (if applicable).

Reporting to Other Regulatory Agencies

These reporting requirements do not preclude an Enrollee from reporting SSOs to other regulatory agencies pursuant California state law. These reporting requirements do not replace other Regional Water Board telephone reporting requirements for SSOs.

1. The Enrollee shall report SSOs to OES, in accordance with California Water Code Section 13271.

Office of Emergency Services
Phone (800) 852-7550

2. The Enrollee shall report SSOs to County Health officials in accordance with California Health and Safety Code Section 5410 et seq.
3. The SSO database will automatically generate an e-mail notification with customized information about the SSO upon initial reporting of the SSO and final certification for all Category 1 SSOs. E-mails will be sent to the appropriate County Health Officer and/or Environmental Health Department if the county desires this information, and the appropriate Regional Water Board.

B. Record Keeping

1. Individual SSO records shall be maintained by the Enrollee for a minimum of five years from the date of the SSO. This period may be extended when requested by a Regional Water Board Executive Officer.

[2. Omitted.]

3. All records shall be made available for review upon State or Regional Water Board staff's request.
4. All monitoring instruments and devices that are used by the Enrollee to fulfill the prescribed monitoring and reporting program shall be properly maintained and calibrated as necessary to ensure their continued accuracy;
5. The Enrollee shall retain records of all SSOs, such as, but not limited to and when applicable:
 - a. Record of Certified report, as submitted to the online SSO database;
 - b. All original recordings for continuous monitoring instrumentation;
 - c. Service call records and complaint logs of calls received by the Enrollee;
 - d. SSO calls;
 - e. SSO records;
 - f. Steps that have been and will be taken to prevent the SSO from recurring and a schedule to implement those steps.
 - g. Work orders, work completed, and any other maintenance records from the previous 5 years which are associated with responses and investigations of system problems related to SSOs;
 - h. A list and description of complaints from customers or others from the previous 5 years; and
 - i. Documentation of performance and implementation measures for the previous 5 years.
6. If water quality samples are required by an environmental or health regulatory agency or State law, or if voluntary monitoring is conducted by the Enrollee or its agent(s), as a result of any SSO, records of monitoring information shall include:
 - a. The date, exact place, and time of sampling or measurements;
 - b. The individual(s) who performed the sampling or measurements;
 - c. The date(s) analyses were performed;
 - d. The individual(s) who performed the analyses;
 - e. The analytical technique or method used; and,
 - f. The results of such analyses.

C. Certification

1. All final reports must be certified by an authorized person as required by Provision J of the Order.
2. Registration of authorized individuals, who may certify reports, will be in accordance with the CIWQS' protocols for reporting.

Monitoring and Reporting Program No. 2006-0003 will become effective on the date of adoption by the State Water Board. The notification requirements added by Order No. WQ 2008-0002-EXEC will become effective upon issuance by the Executive Director.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of an order amended by the Executive Director of the State Water Board.



Jeanne Townsend
Clerk to the Board

STATE OF CALIFORNIA
WATER RESOURCES CONTROL BOARD
ORDER NO. WQ 2013-0058-EXEC

AMENDING MONITORING AND REPORTING PROGRAM
FOR
STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR
SANITARY SEWER SYSTEMS

The State of California, Water Resources Control Board (hereafter State Water Board) finds:

1. The State Water Board is authorized to prescribe statewide general Waste Discharge Requirements (WDRs) for categories of discharges that involve the same or similar operations and the same or similar types of waste pursuant to Water Code section 13263(i).
2. Water Code section 13193 *et seq.* requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) to gather Sanitary Sewer Overflow (SSO) information and make this information available to the public, including but not limited to, SSO cause, estimated volume, location, date, time, duration, whether or not the SSO reached or may have reached waters of the state, response and corrective action taken, and an enrollee's contact information for each SSO event. An enrollee is defined as the public entity having legal authority over the operation and maintenance of, or capital improvements to, a sanitary sewer system greater than one mile in length.
3. Water Code section 13271, *et seq.* requires notification to the California Office of Emergency Services (Cal OES), formerly the California Emergency Management Agency, for certain unauthorized discharges, including SSOs.
4. On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ, "Statewide Waste Discharge Requirements for Sanitary Sewer Systems"¹ (hereafter SSS WDRs) to comply with Water Code section 13193 and to establish the framework for the statewide SSO Reduction Program.
5. Subsection G.2 of the SSS WDRs and the Monitoring and Reporting Program (MRP) provide that the Executive Director may modify the terms of the MRP at any time.
6. On February 20, 2008, the State Water Board Executive Director adopted a revised MRP for the SSS WDRs to rectify early notification deficiencies and ensure that first responders are notified in a timely manner of SSOs discharged into waters of the state.
7. When notified of an SSO that reaches a drainage channel or surface water of the state, Cal OES, pursuant to Water Code section 13271(a)(3), forwards the SSO notification information² to local government agencies and first responders including local public health officials and the applicable Regional Water Board. Receipt of notifications for a single SSO event from both the SSO reporter

¹ Available for download at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2006/wqo/wqo2006_0003.pdf

² Cal OES Hazardous Materials Spill Reports available Online at:

[http://w3.calema.ca.gov/operational/mal haz.nsf/\\$defaultview](http://w3.calema.ca.gov/operational/mal haz.nsf/$defaultview) and <http://w3.calema.ca.gov/operational/mal haz.nsf>

and Cal OES is duplicative. To address this, the SSO notification requirements added by the February 20, 2008 MRP revision are being removed in this MRP revision.

8. In the February 28, 2008 Memorandum of Agreement between the State Water Board and the California Water and Environment Association (CWEA), the State Water Board committed to re-designing the CIWQS³ Online SSO Database to allow "event" based SSO reporting versus the original "location" based reporting. Revisions to this MRP and accompanying changes to the CIWQS Online SSO Database will implement this change by allowing for multiple SSO appearance points to be associated with each SSO event caused by a single asset failure.
9. Based on stakeholder input and Water Board staff experience implementing the SSO Reduction Program, SSO categories have been revised in this MRP. In the prior version of the MRP, SSOs have been categorized as Category 1 or Category 2. This MRP implements changes to SSO categories by adding a Category 3 SSO type. This change will improve data management to further assist Water Board staff with evaluation of high threat and low threat SSOs by placing them in unique categories (i.e., Category 1 and Category 3, respectively). This change will also assist enrollees in identifying SSOs that require Cal OES notification.
10. Based on over six years of implementation of the SSS WDRs, the State Water Board concludes that the February 20, 2008 MRP must be updated to better advance the SSO Reduction Program⁴ objectives, assess compliance, and enforce the requirements of the SSS WDRs.

IT IS HEREBY ORDERED THAT:

Pursuant to the authority delegated by Water Code section 13267(f), Resolution 2002-0104, and Order 2006-0003-DWQ, the MRP for the SSS WDRs (Order 2006-0003-DWQ) is hereby amended as shown in Attachment A and shall be effective on September 9, 2013.

8/6/13

Date



Thomas Howard
Executive Director

³ California Integrated Water Quality System (CIWQS) publicly available at <http://www.waterboards.ca.gov/ciwqs/publicreports.shtml>

⁴ Statewide Sanitary Sewer Overflow Reduction Program information is available at: http://www.waterboards.ca.gov/water_issues/programs/ssor/

ATTACHMENT A

STATE WATER RESOURCES CONTROL BOARD ORDER NO. WQ 2013-0058-EXEC

AMENDING MONITORING AND REPORTING PROGRAM FOR STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS

This Monitoring and Reporting Program (MRP) establishes monitoring, record keeping, reporting and public notification requirements for Order 2006-0003-DWQ, "Statewide General Waste Discharge Requirements for Sanitary Sewer Systems" (SSS WDRs). This MRP shall be effective from September 9, 2013 until it is rescinded. The Executive Director may make revisions to this MRP at any time. These revisions may include a reduction or increase in the monitoring and reporting requirements. All site specific records and data developed pursuant to the SSS WDRs and this MRP shall be complete, accurate, and justified by evidence maintained by the enrollee. Failure to comply with this MRP may subject an enrollee to civil liabilities of up to \$5,000 a day per violation pursuant to Water Code section 13350; up to \$1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. The State Water Resources Control Board (State Water Board) reserves the right to take any further enforcement action authorized by law.

A. SUMMARY OF MRP REQUIREMENTS

Table 1 – Spill Categories and Definitions

CATEGORIES	DEFINITIONS [see Section A on page 5 of Order 2006-0003-DWQ, for Sanitary Sewer Overflow (SSO) definition]
CATEGORY 1	Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that: <ul style="list-style-type: none">Reach surface water and/or reach a drainage channel tributary to a surface water; orReach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
CATEGORY 2	Discharges of untreated or partially treated wastewater of 1,000 gallons or greater resulting from an enrollee's sanitary sewer system failure or flow condition that do not reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.
CATEGORY 3	All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
PRIVATE LATERAL SEWAGE DISCHARGE (PLSD)	Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be voluntarily reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.

Table 2 – Notification, Reporting, Monitoring, and Record Keeping Requirements

ELEMENT	REQUIREMENT	METHOD
NOTIFICATION (see section B of MRP)	<ul style="list-style-type: none"> • Within two hours of becoming aware of any Category 1 SSO greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number. 	Call Cal OES at: (800) 852-7550
REPORTING (see section C of MRP)	<ul style="list-style-type: none"> • Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date. • Category 2 SSO: Submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date. • Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred. • SSO Technical Report: Submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters. • “No Spill” Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred. • Collection System Questionnaire: Update and certify every 12 months. 	Enter data into the CIWQS Online SSO Database (http://ciwqs.waterboards.ca.gov/), certified by enrollee’s Legally Responsible Official(s).
WATER QUALITY MONITORING (see section D of MRP)	<ul style="list-style-type: none"> • Conduct water quality sampling within 48 hours after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters. 	Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.
RECORD KEEPING (see section E of MRP)	<ul style="list-style-type: none"> • SSO event records. • Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP. • Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters. • Collection system telemetry records if relied upon to document and/or estimate SSO Volume. 	Self-maintained records shall be available during inspections or upon request.

B. NOTIFICATION REQUIREMENTS

Although Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) staff do not have duties as first responders, this MRP is an appropriate mechanism to ensure that the agencies that have first responder duties are notified in a timely manner in order to protect public health and beneficial uses.

1. For any Category 1 SSO greater than or equal to 1,000 gallons that results in a discharge to a surface water or spilled in a location where it probably will be discharged to surface water, either directly or by way of a drainage channel or MS4, the enrollee shall, as soon as possible, but not later than two (2) hours after (A) the enrollee has knowledge of the discharge, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures, notify the Cal OES and obtain a notification control number.
2. To satisfy notification requirements for each applicable SSO, the enrollee shall provide the information requested by Cal OES before receiving a control number. Spill information requested by Cal OES may include:
 - i. Name of person notifying Cal OES and direct return phone number.
 - ii. Estimated SSO volume discharged (gallons).
 - iii. If ongoing, estimated SSO discharge rate (gallons per minute).
 - iv. SSO Incident Description:
 - a. Brief narrative.
 - b. On-scene point of contact for additional information (name and cell phone number).
 - c. Date and time enrollee became aware of the SSO.
 - d. Name of sanitary sewer system agency causing the SSO.
 - e. SSO cause (if known).
 - v. Indication of whether the SSO has been contained.
 - vi. Indication of whether surface water is impacted.
 - vii. Name of surface water impacted by the SSO, if applicable.
 - viii. Indication of whether a drinking water supply is or may be impacted by the SSO.
 - ix. Any other known SSO impacts.
 - x. SSO incident location (address, city, state, and zip code).
3. Following the initial notification to Cal OES and until such time that an enrollee certifies the SSO report in the CIWQS Online SSO Database, the enrollee shall provide updates to Cal OES regarding substantial changes to the estimated volume of untreated or partially treated sewage discharged and any substantial change(s) to known impact(s).
4. PLSDs: The enrollee is strongly encouraged to notify Cal OES of discharges greater than or equal to 1,000 gallons of untreated or partially treated wastewater that result or may result in a discharge to surface water resulting from failures or flow conditions within a privately owned sewer lateral or from other private sewer asset(s) if the enrollee becomes aware of the PLSD.

C. **REPORTING REQUIREMENTS**

1. **CIWQS Online SSO Database Account:** All enrollees shall obtain a CIWQS Online SSO Database account and receive a “Username” and “Password” by registering through CIWQS. These accounts allow controlled and secure entry into the CIWQS Online SSO Database.
2. **SSO Mandatory Reporting Information:** For reporting purposes, if one SSO event results in multiple appearance points in a sewer system asset, the enrollee shall complete one SSO report in the CIWQS Online SSO Database which includes the GPS coordinates for the location of the SSO appearance point closest to the failure point, blockage or location of the flow condition that caused the SSO, and provide descriptions of the locations of all other discharge points associated with the SSO event.
3. **SSO Categories**
 - i. **Category 1** – Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee’s sanitary sewer system failure or flow condition that:
 - a. Reach surface water and/or reach a drainage channel tributary to a surface water; or
 - b. Reach a MS4 and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
 - ii. **Category 2** – Discharges of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from an enrollee’s sanitary sewer system failure or flow condition that does not reach a surface water, a drainage channel, or the MS4 unless the entire SSO volume discharged to the storm drain system is fully recovered and disposed of properly.
 - iii. **Category 3** – All other discharges of untreated or partially treated wastewater resulting from an enrollee’s sanitary sewer system failure or flow condition.
4. **Sanitary Sewer Overflow Reporting to CIWQS - Timeframes**
 - i. **Category 1 and Category 2 SSOs** – All SSOs that meet the above criteria for Category 1 or Category 2 SSOs shall be reported to the CIWQS Online SSO Database:
 - a. Draft reports for Category 1 and Category 2 SSOs shall be submitted to the CIWQS Online SSO Database within three (3) business days of the enrollee becoming aware of the SSO. Minimum information that shall be reported in a draft Category 1 SSO report shall include all information identified in section 8.i.a. below. Minimum information that shall be reported in a Category 2 SSO draft report shall include all information identified in section 8.i.c below.
 - b. A final Category 1 or Category 2 SSO report shall be certified through the CIWQS Online SSO Database within 15 calendar days of the end date of the SSO. Minimum information that shall be certified in the final Category 1 SSO report shall include all information identified in section 8.i.b below. Minimum information that shall be certified in a final Category 2 SSO report shall include all information identified in section 8.i.d below.

- ii. **Category 3 SSOs** – All SSOs that meet the above criteria for Category 3 SSOs shall be reported to the CIWQS Online SSO Database and certified within 30 calendar days after the end of the calendar month in which the SSO occurs (e.g., all Category 3 SSOs occurring in the month of February shall be entered into the database and certified by March 30). Minimum information that shall be certified in a final Category 3 SSO report shall include all information identified in section 8.i.e below.
- iii. **“No Spill” Certification** – If there are no SSOs during the calendar month, the enrollee shall either 1) certify, within 30 calendar days after the end of each calendar month, a “No Spill” certification statement in the CIWQS Online SSO Database certifying that there were no SSOs for the designated month, or 2) certify, quarterly within 30 calendar days after the end of each quarter, “No Spill” certification statements in the CIWQS Online SSO Database certifying that there were no SSOs for each month in the quarter being reported on. For quarterly reporting, the quarters are Q1 - January/ February/ March, Q2 - April/May/June, Q3 - July/August/September, and Q4 - October/November/December.

If there are no SSOs during a calendar month but the enrollee reported a PLSD, the enrollee shall still certify a “No Spill” certification statement for that month.
- iv. **Amended SSO Reports** – The enrollee may update or add additional information to a certified SSO report within 120 calendar days after the SSO end date by amending the report or by adding an attachment to the SSO report in the CIWQS Online SSO Database. SSO reports certified in the CIWQS Online SSO Database prior to the adoption date of this MRP may only be amended up to 120 days after the effective date of this MRP. After 120 days, the enrollee may contact the SSO Program Manager to request to amend an SSO report if the enrollee also submits justification for why the additional information was not available prior to the end of the 120 days.

5. **SSO Technical Report**

The enrollee shall submit an SSO Technical Report in the CIWQS Online SSO Database within 45 calendar days of the SSO end date for any SSO in which 50,000 gallons or greater are spilled to surface waters. This report, which does not preclude the Water Boards from requiring more detailed analyses if requested, shall include at a minimum, the following:

- i. **Causes and Circumstances of the SSO:**
 - a. Complete and detailed explanation of how and when the SSO was discovered.
 - b. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
 - c. Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
 - d. Detailed description of the cause(s) of the SSO.
 - e. Copies of original field crew records used to document the SSO.
 - f. Historical maintenance records for the failure location.
- ii. **Enrollee’s Response to SSO:**
 - a. Chronological narrative description of all actions taken by enrollee to terminate the spill.
 - b. Explanation of how the SSMP Overflow Emergency Response plan was implemented to respond to and mitigate the SSO.

- c. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.

iii. **Water Quality Monitoring:**

- a. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
- b. Detailed location map illustrating all water quality sampling points.

6. **PLSDs**

Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sanitary sewer system assets may be voluntarily reported to the CIWQS Online SSO Database.

- i. The enrollee is also encouraged to provide notification to Cal OES per section B above when a PLSD greater than or equal to 1,000 gallons has or may result in a discharge to surface water. For any PLSD greater than or equal to 1,000 gallons regardless of the spill destination, the enrollee is also encouraged to file a spill report as required by Health and Safety Code section 5410 et. seq. and Water Code section 13271, or notify the responsible party that notification and reporting should be completed as specified above and required by State law.
- ii. If a PLSD is recorded in the CIWQS Online SSO Database, the enrollee must identify the sewage discharge as occurring and caused by a private sanitary sewer system asset and should identify a responsible party (other than the enrollee), if known. Certification of PLSD reports by enrollees is not required.

7. **CIWQS Online SSO Database Unavailability**

In the event that the CIWQS Online SSO Database is not available, the enrollee must fax or e-mail all required information to the appropriate Regional Water Board office in accordance with the time schedules identified herein. In such event, the enrollee must also enter all required information into the CIWQS Online SSO Database when the database becomes available.

8. **Mandatory Information to be Included in CIWQS Online SSO Reporting**

All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS which can be reached at CIWQS@waterboards.ca.gov or by calling (866) 792-4977, M-F, 8 A.M. to 5 P.M. These accounts will allow controlled and secure entry into the CIWQS Online SSO Database. Additionally, within thirty (30) days of initial enrollment and prior to recording SSOs into the CIWQS Online SSO Database, all enrollees must complete a Collection System Questionnaire (Questionnaire). The Questionnaire shall be updated at least once every 12 months.

i. **SSO Reports**

At a minimum, the following mandatory information shall be reported prior to finalizing and certifying an SSO report for each category of SSO:

- a. **Draft Category 1 SSOs**: At a minimum, the following mandatory information shall be reported for a draft Category 1 SSO report:
1. SSO Contact Information: Name and telephone number of enrollee contact person who can answer specific questions about the SSO being reported.
 2. SSO Location Name.
 3. Location of the overflow event (SSO) by entering GPS coordinates. If a single overflow event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the SSO appearance point explanation field.
 4. Whether or not the SSO reached surface water, a drainage channel, or entered and was discharged from a drainage structure.
 5. Whether or not the SSO reached a municipal separate storm drain system.
 6. Whether or not the total SSO volume that reached a municipal separate storm drain system was fully recovered.
 7. Estimate of the SSO volume, inclusive of all discharge point(s).
 8. Estimate of the SSO volume that reached surface water, a drainage channel, or was not recovered from a storm drain.
 9. Estimate of the SSO volume recovered (if applicable).
 10. Number of SSO appearance point(s).
 11. Description and location of SSO appearance point(s). If a single sanitary sewer system failure results in multiple SSO appearance points, each appearance point must be described.
 12. SSO start date and time.
 13. Date and time the enrollee was notified of, or self-discovered, the SSO.
 14. Estimated operator arrival time.
 15. For spills greater than or equal to 1,000 gallons, the date and time Cal OES was called.
 16. For spills greater than or equal to 1,000 gallons, the Cal OES control number.
- b. **Certified Category 1 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 1 SSO report, in addition to all fields in section 8.i.a :
1. Description of SSO destination(s).
 2. SSO end date and time.
 3. SSO causes (mainline blockage, roots, etc.).
 4. SSO failure point (main, lateral, etc.).
 5. Whether or not the spill was associated with a storm event.
 6. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the overflow; and a schedule of major milestones for those steps.
 7. Description of spill response activities.
 8. Spill response completion date.
 9. Whether or not there is an ongoing investigation, the reasons for the investigation and the expected date of completion.

10. Whether or not a beach closure occurred or may have occurred as a result of the SSO.
 11. Whether or not health warnings were posted as a result of the SSO.
 12. Name of beach(es) closed and/or impacted. If no beach was impacted, NA shall be selected.
 13. Name of surface water(s) impacted.
 14. If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.
 15. If water quality samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA shall be selected.
 16. Description of methodology(ies) and type of data relied upon for estimations of the SSO volume discharged and recovered.
 17. SSO Certification: Upon SSO Certification, the CIWQS Online SSO Database will issue a final SSO identification (ID) number.
- c. **Draft Category 2 SSOs**: At a minimum, the following mandatory information shall be reported for a draft Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO.
- d. **Certified Category 2 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-9, and 17 in section 8.i.b above for Certified Category 1 SSO.
- e. **Certified Category 3 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 3 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-5, and 17 in section 8.i.b above for Certified Category 1 SSO.

ii. **Reporting SSOs to Other Regulatory Agencies**

These reporting requirements do not preclude an enrollee from reporting SSOs to other regulatory agencies pursuant to state law. In addition, these reporting requirements do not replace other Regional Water Board notification and reporting requirements for SSOs.

iii. **Collection System Questionnaire**

The required Questionnaire (see subsection G of the SSS WDRs) provides the Water Boards with site-specific information related to the enrollee's sanitary sewer system. The enrollee shall complete and certify the Questionnaire at least every 12 months to facilitate program implementation, compliance assessment, and enforcement response.

iv. **SSMP Availability**

The enrollee shall provide the publicly available internet web site address to the CIWQS Online SSO Database where a downloadable copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP is posted. If all of the SSMP documentation listed in this subsection is not publicly available on the Internet, the enrollee shall comply with the following procedure:

- a. Submit an **electronic** copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP to the State Water Board, within 30 days of that approval and within 30 days of any subsequent SSMP re-certifications, to the following mailing address:

State Water Resources Control Board
Division of Water Quality
Attn: SSO Program Manager
1001 I Street, 15th Floor, Sacramento, CA 95814

D. WATER QUALITY MONITORING REQUIREMENTS:

To comply with subsection D.7(v) of the SSS WDRs, the enrollee shall develop and implement an SSO Water Quality Monitoring Program to assess impacts from SSOs to surface waters in which 50,000 gallons or greater are spilled to surface waters. The SSO Water Quality Monitoring Program, shall, at a minimum:

1. Contain protocols for water quality monitoring.
2. Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.).
3. Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory.
4. Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy.
5. Within 48 hours of the enrollee becoming aware of the SSO, require water quality sampling for, at a minimum, the following constituents:
 - i. Ammonia
 - ii. Appropriate Bacterial indicator(s) per the applicable Basin Plan water quality objective or Regional Board direction which may include total and fecal coliform, enterococcus, and e-coli.

E. RECORD KEEPING REQUIREMENTS:

The following records shall be maintained by the enrollee for a minimum of five (5) years and shall be made available for review by the Water Boards during an onsite inspection or through an information request:

1. General Records: The enrollee shall maintain records to document compliance with all provisions of the SSS WDRs and this MRP for each sanitary sewer system owned including any required records generated by an enrollee's sanitary sewer system contractor(s).
2. SSO Records: The enrollee shall maintain records for each SSO event, including but not limited to:
 - i. Complaint records documenting how the enrollee responded to all notifications of possible or actual SSOs, both during and after business hours, including complaints that do not

result in SSOs. Each complaint record shall, at a minimum, include the following information:

- a. Date, time, and method of notification.
 - b. Date and time the complainant or informant first noticed the SSO.
 - c. Narrative description of the complaint, including any information the caller can provide regarding whether or not the complainant or informant reporting the potential SSO knows if the SSO has reached surface waters, drainage channels or storm drains.
 - d. Follow-up return contact information for complainant or informant for each complaint received, if not reported anonymously.
 - e. Final resolution of the complaint.
- ii. Records documenting steps and/or remedial actions undertaken by enrollee, using all available information, to comply with section D.7 of the SSS WDRs.
 - iii. Records documenting how all estimate(s) of volume(s) discharged and, if applicable, volume(s) recovered were calculated.
3. Records documenting all changes made to the SSMP since its last certification indicating when a subsection(s) of the SSMP was changed and/or updated and who authorized the change or update. These records shall be attached to the SSMP.
 4. Electronic monitoring records relied upon for documenting SSO events and/or estimating the SSO volume discharged, including, but not limited to records from:
 - i. Supervisory Control and Data Acquisition (SCADA) systems
 - ii. Alarm system(s)
 - iii. Flow monitoring device(s) or other instrument(s) used to estimate wastewater levels, flow rates and/or volumes.

F. CERTIFICATION

1. All information required to be reported into the CIWQS Online SSO Database shall be certified by a person designated as described in subsection J of the SSS WDRs. This designated person is also known as a Legally Responsible Official (LRO). An enrollee may have more than one LRO.
2. Any designated person (i.e. an LRO) shall be registered with the State Water Board to certify reports in accordance with the CIWQS protocols for reporting.
3. Data Submitter (DS): Any enrollee employee or contractor may enter draft data into the CIWQS Online SSO Database on behalf of the enrollee if authorized by the LRO and registered with the State Water Board. However, only LROs may certify reports in CIWQS.
4. The enrollee shall maintain continuous coverage by an LRO. Any change of a registered LRO or DS (e.g., retired staff), including deactivation or a change to the LRO's or DS's contact information, shall be submitted by the enrollee to the State Water Board within 30 days of the change by calling (866) 792-4977 or e-mailing help@ciwqs.waterboards.ca.gov.

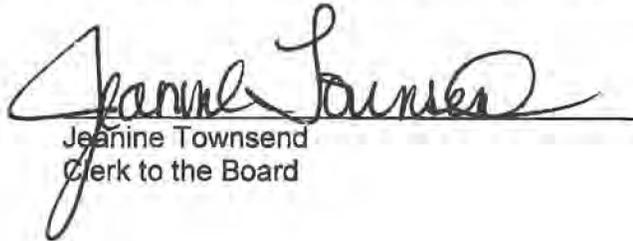
5. A registered designated person (i.e., an LRO) shall certify all required reports under penalty of perjury laws of the state as stated in the CIWQS Online SSO Database at the time of certification.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of an order amended by the Executive Director of the State Water Resources Control Board.

7/30/13

Date



Jeanine Townsend
Clerk to the Board

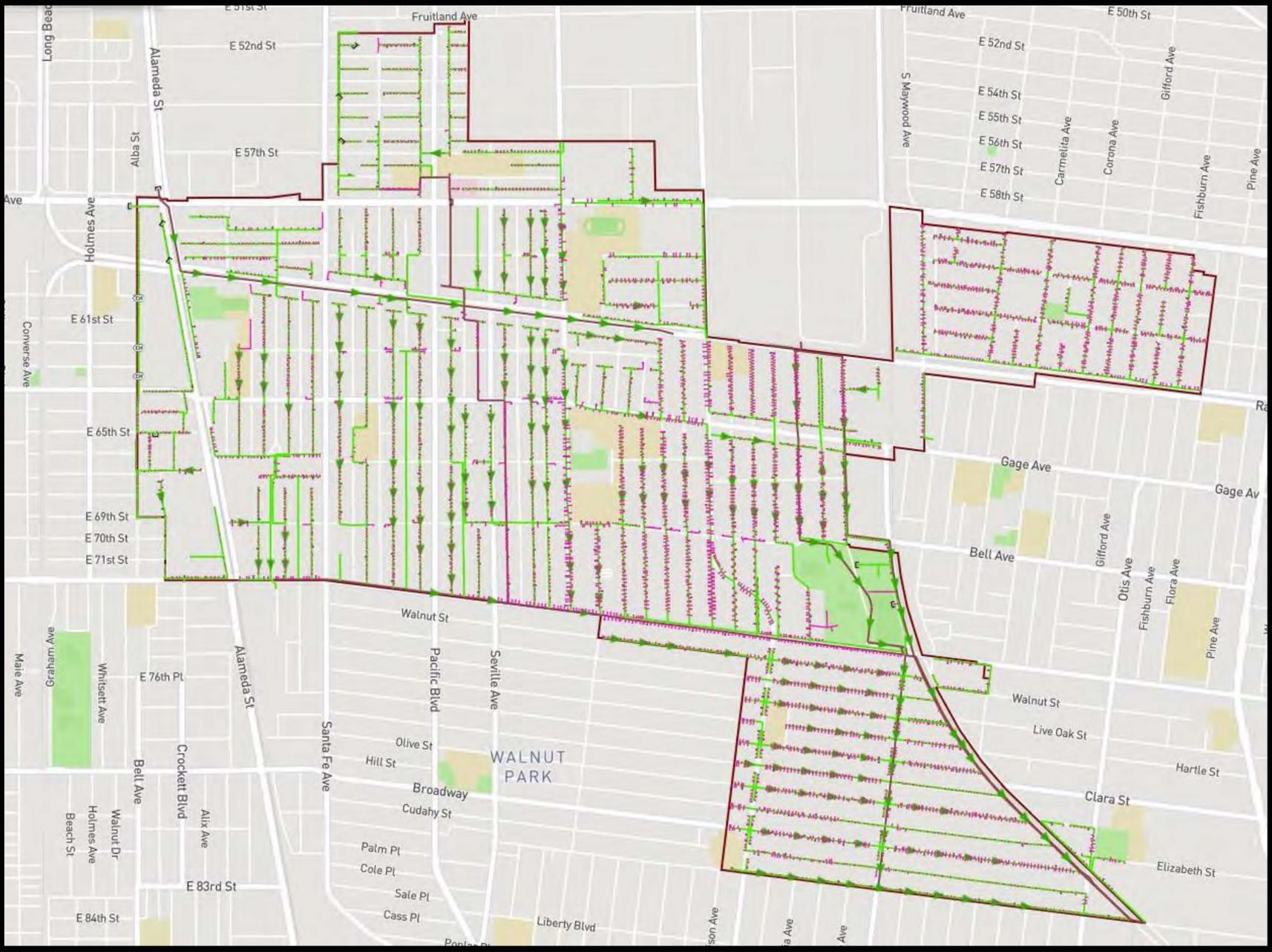
Appendix B

Grease Producing Facility Inspection List

Appendix C

Sewer System Map

City of Huntington Park Sewer System Map



Appendix D

Sewer System Maintenance, Overflow, And Spill Prevention Plan

SEWER SYSTEM MAINTENANCE, OVERFLOW, AND SPILL PREVENTION PLAN

Summary of Requirements

The City is responsible for implementing a sewer system maintenance, overflow, and spill prevention plan. Facilities that are covered under this plan include: sanitary sewer pipes and pump stations owned and operated by the Permittee. The purpose of the plan is to provide affected City personnel with written procedures to accomplish the following:

- Keep any sewage system overflows or leaks from entering the MS4 (any street, gutter, catch basin, open channel, ditch, or any device, natural or man-made, that transports runoff to the receiving body).
- Identify, fix and remediate sewage system blockages, exfiltration, and overflows.
- Implement procedures for investigating suspected cross-connections.
- Notify public health authorities when there is a threat to public health.

Spill Response

Upon notification of a sewage release (spill, leakage, or overflow) to the MS4, the following steps shall be performed:

- Dispatch appropriate personnel to perform material cleanup.
- Contain the spill and minimize the release to the storm drain system or receiving waters.
- Record required information at the spill site.
- Perform field evaluation to determine the source of the spill

Spill Containment, Removal, and Disinfection

Sewage releases include any kind of sewage discharge to the MS4 including leaks and overflows from sewer pipes and pump stations. In the event of a sewage discharge to MS4, the following steps must be taken:

- Prevent traveling sewage from entering the MS4 by covering or blocking storm drain inlets and catch basins, or by containing and diverting the sewage away from open channels and other storm drain facilities (using sandbags, inflatable dams, etc.).
- Remove the sewage using vacuum equipment or use other measures to return it to the sanitary sewer system
- In the event disinfection is necessary, make every effort to prevent the disinfectant or sewage with disinfectant from entering the MS4. In the event such discharge threatens to enter a catch basin, the catch basin inlet should be blocked (e.g., using sand bags or impermeable covering over the inlet). In the event the discharge threatens to enter an open channel or a storm drain, contain or divert the stream away from it using appropriate material (e.g., sand bags, etc.).
- Record the estimates volume of the release that entered the street, catch basin, or channel.
- Determine the source of the release and take steps necessary to stop it.

Sewage Release Prevention

To minimize the frequency of sewage releases to the MS4, the following steps should be taken:

- Note the condition of the sanitary sewer during scheduled and non-scheduled inspections, maintenance, and repair works, including: (1) cracked/deteriorating pipes; (2) leaking joints/seals at manhole; (3) plugged line; (4) line flowing at or near capacity; and (5) suspected exfiltration.
- Identify areas that need maintenance or repair.
- Document recommendations for repair and notify superior personnel.
- Prioritize repairs based on the nature and severity of the problem.

Cross Connection Discovery

A cross connection is connection between the MS4 and sewage system, which is also considered an illicit connection. The following steps shall be taken to verify that suspected connections or cross-connections are investigated:

- Educate field personnel to recognize suspected and actual cross-connections to the sanitary sewer system.
- Maintain accurate records of both sewer connections and new sewer lines.
- Report suspected or actual cross-connections to appropriate personnel.
- Initiate investigation into source of cross-connection in accordance with IC/ID Elimination Program.

Release Notification

In the event of a sewage release to the MS4 which has the potential to threaten a beneficial use of a water body, the following steps shall be taken immediately:

- Notify the County Department of Health Services, or other local health agency, of the spill location and potential discharge point to the receiving water. (note: the County may be reached by calling the Hotline number (800) 303-0003 or (888) CLEANLA.)
- Notify other impacted agencies – including the Regional Board as needed to help determine the extent of the threat and document the release.

Appendix E

CCTV Work Schedule

Appendix F

SSMP Audit Report

SEWER SYSTEM MANAGEMENT PLAN AUDIT REPORT November 2019

Prepared for:



City of Huntington Park
6550 Miles Avenue
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Prepared By:



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Summary

The California State Water Resources Control Board's (SWRCB) Wastewater Discharge Requirements (WDR) adopted in May 2, 2006 requires that owners of wastewater collection systems with more than a mile of pipeline have in place a Sewer System Management Program (SSMP) to reduce the number and severity of Sanitary Sewer Overflows (SSOs) and the program to be audited every two years. This audit of the SSMP is conducted to meet the biennial audit requirements.

This biennial audit of the City of Huntington Park's (City) SSMP consists of sufficiency rankings on all 11 sections of the SSMP requirements. The ranking is explained in the *Audit of the SSMP* section and is based on information available referenced to the WDR requirements. A total of 5 of the 11 audit elements were found to be in *compliance* in the sufficiency ranking with 1 element found to be in *substantial compliance*, 3 elements in *partial compliance*, 2 elements in *marginal compliance*.

The SSMP Audit Report measures compliance with the Sanitary Sewer System Wastewater Discharge Requirements (SSSWDR) Orders and the effectiveness of the City's implementation of the current SSMP.

The findings of this audit will be used to gauge the performance of the next biennial SSMP Audit.

Introduction

On May 2, 2006, the SWRCB adopted Order No. 2006-0003 (State Order) to create an equitable statewide mechanism to manage all publicly owned wastewater collection agencies with more than a mile of pipeline, to reduce the number and severity of SSOs, and to set up a central depository for online reporting of SSOs when they do occur.

A principal element of the State Order is the requirement that the collection agencies adopt and maintain a management plan for the system, referred to as a SSMP.

The City, after conducting a public hearing, adopted the SSMP in accordance with the State Order.

The State Order establishes the following goals:

- The SSMP must document the organization's legal authority to achieve the goals of the SSMP as demonstrated through City's ordinances, agreements and other legally binding instruments.
- The SSMP must identify the City organization and staff responsible for implementing and maintaining the SSMP.
- The SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the City's wastewater conveyance system.

Additionally, the State Order requires City staff to perform periodic internal audits of the SSMP focusing on evaluating the effectiveness of the SSMP and staffs' compliance with its requirements, as shown in Section D-13 of the State Order. The internal audits must be performed at least every two (2) years with the audit report kept on file.

The SSMP must be updated every five (5) years, must contain any significant program changes, and be re-certified by the City. To complete the re-certification process, City staff must enter the information on the Online SSO Database and mail a hard copy to the State Water Resources Control Board.

As described below, there are 11 major categories in the SSMP and over thirty-six subcategories. Additionally, a comprehensive audit program includes evaluation elements such as document control, training, objectives, data management, audit procedures, and results approach outcomes.

This is the internal audit of the SSMP. No action is required by the. After reviewing and sharing the contents of the audit report, staff will create a list of proposed remedies if

deficiencies were found to exist, file the report, and begin working to correct the deficiencies, if any.

Audit of the SSMP

As specified in the State Order, the SSMP is comprised of eleven (11) sections or subsets of Section D. 13 of the State Order, as follows:

- Element 1 - D.13.i Goals
- Element 2 - D.13.ii Organization
- Element 3 - D.13.iii Legal Authority
- Element 4 - D.13.iv Operation and Maintenance Program
- Element 5 - D.13.v Design and Performance Provisions
- Element 6 - D.13.vi Overflow Emergency Response Plan
- Element 7 - D.13.vii FOG (fats, oils, grease) Control Plan
- Element 8 - D.13.viii System Evaluation and Capacity Assurance Plan
- Element 9 - D.13.ix Monitoring, Measurement and Program Modifications
- Element 10 - D.13.x SSMP Program Audits
- Element 11 - D.13.xi Communication Program

This internal audit is focused on the above eleven categories as required by the State Order. Compliance ranking has been based on State Order audit guidelines and sufficiency. A recommendation has been provided when there is enough information to support it.

The format for audit reporting is as follows:

- State Order Section/Subsection
- Sufficiency Ranking

Ranking	Ranking Basis
In Compliance	All requirements specified in the section are met.
Substantial Compliance	The majority of requirements, with the exception of one or two are met.
Partial Compliance	Half of the requirements stated are met.
Marginal Compliance	Less than half of the requirements are met.
Not in Compliance	None of the requirements are met.

- Findings
- Reference Information
- Recommendation when appropriate

1. Goals – State Order D.13.i

Review the SSMP to determine if it complies with the State Order by having a goal to provide a plan to manage, operate, and maintain all parts of the City of Huntington Park System.

Sufficiency: In Compliance

Findings: The City has established a list of goals in its SSMP that complies with the goals established in the State Order and are as follows;

1. Minimize sanitary sewer overflows;
SSMP will help reduce SSO's.
2. Prevent public health hazards;
SSMP guidelines helps mitigation and impact of SSO's. No Spill Reports reported in July 1, 2017 thru June 8, 2019.
3. Minimize inconveniences by handling interruptions in service;
All SSOs and mitigation are documented as part of SSMP and reporting requirements.
4. Maintaining adequate capacities and extending useful life of the collection system;
The City will develop a hydraulic modeling system to evaluate system capacity to prioritize projects for its CIP.
5. Prevent unnecessary damage to public and private property;
City will conduct CCTV inspections, evaluate and prepare reports when needed.
6. Efficient use of funds for sewer operations;
From Goal 5 above, City will review CCTV inspection reports and provide summaries of the findings for engineering to make a final assessment and create CIP program as part of a study for sanitary sewer Master plan in 2020.
7. Convey wastewater to treatment facilities with a minimum of infiltration, inflow and ex filtration;
Per City Sanitary Sewer Master Plan in 2020, City staff will regularly evaluate system capacities and periodic flow monitoring of key conveyance systems.
8. Provide adequate capacity to convey peak flows;
Hydraulic modeling will be completed to evaluate system capacity and will prompt rehabilitation or reconstruction to provide adequate capacity for peak flows.
9. Perform all operations in a safe manner;
City staff routinely performs operations in a safe manner, holds regular monthly mandatory training meetings and regularly reviews safety procedures in order to avoid personal injury or property damage.

-
10. Implement regular, proactive maintenance of the system to remove roots, debris, and fats, oils and grease in areas prone to blockages that may cause sewer backups or SSOs;

The City regularly maintains areas prone to blockage in order to avoid sewer backups or SSOs. Additionally, the City provides regular public outreach in regard to proper disposal of fats, oils and grease.

11. Uphold the City's Standards and Specifications on newly constructed public and private sewers:

City staff regularly evaluates current standards and specifications and ensures that they are upheld on all newly constructed public and private sewers.

Reference: City of Huntington Park SSMP 2019

Recommendation: None. The City is in compliance with the *Goals* requirement of the State Order.

2. Organization – State Order D.13.ii

Review the SSMP to determine if it complies with the State Order by having the names of authorized representatives published and updated in the SSMP.

Sufficiency: In Compliance

Findings: The City has identified and kept updated the names of its authorized representative, management, administration, and maintenance personnel and has shown the chain of communication for reporting SSOs. Regardless of organizational changes that may occur, SSO response is not affected.

Reference: City of Huntington Park Organizational Chart, City of Huntington Park SSMP, Description of General Responsibilities

Recommendation: None. The City's Organization and Chain of Command is a "flow chart" being updated as necessary. This information is also available on the City's website.

3. Legal Authority – State Order D.13.iii

Review the SSMP to determine if it complies with the State Order by having ordinances and agreements in place and updated to prevent illicit discharges, provide for proper design of upstream facilities, provide right of way and access to the system, and enforce City regulations.

Sufficiency: Substantial Compliance

Findings: The City currently has in place several municipal codes which prevent, require, ensure, limit and enforce specific features and operations required by the Order. The City's SSMP currently lists the applicable City codes that provide the proper legal authority.

The City's ordinance Title 6, Chapter 4, Article .07 prohibits the unauthorized discharge of rain, surface or subsurface water (inflows) into the sewer collection system and Title 6, Chapter 2, Article .302 which grants the City the authority to enact enforcement powers and duties pertaining to any violations of the Sewer Ordinances. The Codes, standard plans, specifications and other material cited in this Chapter are filed at the Office of the City Clerk's Office.

The City has adopted multiple different ordinances that prohibit the discharge of Fats, Oils, and Grease (FOG) and other substances that may, among other things, clog, obstruct, fill, or necessitate frequent repairs, cleaning out or flushing of sewer facilities, in the City's Sewer System. The City adopted Los Angeles County Plumbing Code Title 28, which gives the Director of Public works the legal authority to require installation of grease interceptors at restaurants and commercial facilities that produce grease. Additionally, City codes 6-4.09 "Grease Interceptors" along with code 6-4.10 "Grease Traps" go into explicit detail about the regulation of fats, oils and grease that have the potential to be discharged into the sewer system. These ordinances and codes are the health and safety ordinance of the City, protecting and preserving the public health, safety and welfare by the enactment, inspection and enforcement of the health regulations therein contained and providing penalties for the violations FOG.

City ordinance Title 6, Article .01 states that no person shall make any connection to any public sewer without first obtaining a permit from the building department in accordance with applicable provisions of this code.

The City has in place pretreatment regulations that require significant industrial users (SIU) be properly permitted and required to meet Federal, State and local limits. Additionally, The City maintains files that document the City's right to access easements. Illicit discharges are addressed in the City's Municipal Code and found on the City's Website:

<http://qcode.us/codes/huntingtonpark/>

Reference: Legal Authority, City of Huntington Park SSMP. List of additional City of Huntington Park Ordinances

Recommendation: It is recommended that the City adopt a city ordinance that requires that whenever any person proposes to construct a sewer lateral, in and along private property other than the property to be served by the sewer lateral, they shall file with the public works department to obtain a certified copy of the instrument of conveyance granting the easement for such sewer lateral. Such instrument of conveyance shall be recorded in the office of the county recorder prior to the time a certified copy thereof is filed with the public works department.

4. Operation and Maintenance Program – State Order D.13.iv

Review the SSMP and activities of staff, consultants and contractors to determine compliance with the State Order by having (a) an up to date collection system map that shows all pipe reaches, manholes, siphons, diversion structures, and pump stations, if any, (b) a routine preventative maintenance program and operations program, (c) rehabilitation and replacement program, (d) operations and maintenance training program, and (e) part inventory program including identification of critical replacement parts.

Sufficiency: Marginal compliance

Findings: The City maintains as-built plans and maintains and updates mapping in GIS format and data tables for the system's pipe reaches and manholes. The existing sewer system within the City boundary contains 317,000 feet approximately (60.03 miles) of sewer lines and a total of 1,239 manholes per City GIS mapping system. The City's sewer system presently operates by gravity flow with no lift stations. The maps display streets along with sewer assets and are referenced for maintenance activities.

The Master GIS sewer file contains the following layers; manholes and mainlines (gravity mainlines and force-mains).

The City is responsible for the operation and maintenance of its collection sewer system. The City's Operation and Maintenance (O&M) program is applied throughout the City and was developed to provide the tools and procedures for maintaining and its sewer system with adequately trained staff and City hired sewer contractors possessing adequate knowledge, skills, and abilities. Inframark (City contract consultant) is responsible for maintaining the City's sewer system. Inframark jet cleans half of the City's sanitary sewer system once a year and/or conducts a complete cleaning bi-annually. Inframark jet cleaning the sewer system at this frequency provides adequate removal of blockages and mitigates potential SSOs from occurring within the City. If specific areas require additional

cleaning, they are adequately addressed and are noted as hot spots and are typically found downstream of FOG producing businesses and restaurants.

No CCTV work had been completed within the City in the last two years and a cleaning schedule has not yet been developed. Periodical maintenance records and a schedule were not provided. Sample work order forms were not available currently. The City did not provide evidence of other maintenance activities referred to in the SSMP.

All personnel responsible for the O&M of the sewer collection system are required to undergo formal training, as per SWRCB requirements. Therefore, it is recommended that City staff responsible for the O&M of the sewer collection system and inspectors attend formalized collection training classes or seminars given by other agencies including National Association of Sewer service Companies (NASSCO), California Occupational, Safety and Health Administration (CALOSHA), and the California Water Environment Association (CWEA).

Reference: Operations and Maintenance Activities, Sanitary Sewer Master Plan 2020, City of Huntington Park SSMP

Recommendation: A formal training program for O&M Staff should be developed. This program should include standard operating procedures (SOPs) for the collection system ensuring new and experienced staff understand proper procedures and are appropriately trained to perform O&M activities. Training records should be maintained to document this training. The City should ensure that contractors are properly trained for the O&M services they provide specific to the sewer system.

The list of equipment inventory is not available. This section must be updated. The City is required to maintain an O&M Program consisting of a year-round pipeline maintenance program, CCTV, inspections, manholes inspections, and work orders. To start this process, a preliminary modeling of the sewer lines should be performed and several line segments for CCTV work shall be identified. Per the City of Huntington Park Sanitary Sewer Master Plan 2020, The CCTV work shall be completed by a contractor retained for this work. The CCTV contract shall include jet cleaning and videoing the selected line segments.

The City should also develop a rehabilitation and replacement plan based off CCTV findings.

5. Design and Performance Provisions – State Order D.13.v

Review the SSMP to determine if it complies with the State Order by having design and construction standards and specifications for installation of new facilities, including coverage for testing of new facilities prior to acceptance.

Sufficiency: In Compliance

Findings: The SSMP contains reference to the City’s Standards and Specifications for new or upgrading facilities, placing the element in compliance. In addition, reference is made to other approved testing methods to ensure that the infrastructure meets the design and performance provisions. Specific Design and Performance standards for the City’s sewer system will be addressed on the Sanitary Sewer Master Plan in 2020 and addressed in this SSMP Audit.

Design and Construction Standards will be discussed in the Sanitary Sewer Master Plan as “minimum standards for the design, types of uses of materials, and the preparation of plans for construction, repair, or alteration of City sewer facilities.” Per Section 10-13.104 City standards and designs of the City’s Municipal Code, “the Los Angeles County Engineer Sanitation Division, shall serve as the standard plans for the City except where the standards of this title may conflict with the provisions of such other standard plans, in which case the most restrictive standards shall take precedence. The applicable portions of the latest edition of the American Public Works Association “Standard Specifications for Public Works Construction” shall serve as the standard specifications.”

Legal requirements for construction and major repair projects are documented in the “boiler plate” sections of the specifications and are made a part of all construction contracts and require that the work is not placed into service and accepted by the City until inspection and testing is completed.

Reference: City of Huntington Park Standard Plans and Specifications Design Requirements for Sewage Collection Systems, City of Huntington Park SSMP, Pumping Station Design Criteria and Los Angeles Sanitary Sewer Standard Plans, Los Angeles County Engineer Sanitation Division, American Public Works Association “Standard Specifications for Public Works Construction”

Recommendation: None. The City of Huntington Park is in compliance with the requirement of this State Order.

6. Overflow Emergency Response Plan (OERP) – State Order D.13.vi

Review the SSMP to determine if it complies with the State Order by having an overflow emergency response plan that includes (a) proper notification procedures, (b) a program that assures proper response to all overflows, (c) procedures that ensure prompt notification of regulatory agencies and other affected entities, (d) proper training for staff and contractors named in the response plan, (e) procedures to address traffic control and crowd control, and, (f) implementation of steps to prevent SSOs from reaching waters of the United States.

Sufficiency: In Compliance

Findings: The City's SSMP currently complies with all requirements of this State Order.

- a) An Overflow Field Response Chart and response forms are included in order for staff to follow proper notification procedures, and;
- b) To ensure the proper response to all overflows.
- c) Additionally, the SSMP details the proper response and notification procedures during and after normal working hours in order to ensure prompt notification to regulatory agencies and other affected entities.
- d) Based on the 2019 recommendation, the SSMP now clarifies what the proper training of staff and those named in the response plan are to receive. Specifically, there will be post spill event debriefings with staff to review the procedures used and where improvements can be made. These debriefings will then be used in developing additional future training events.
- e) The SSMP contains the proper procedures to address traffic and crowd control, and;
- f) The proper steps to implement in order to contain SSOs.

From July 1, 2017 to July 8, 2019, there were zero (0) SSOs within the City's service area per SSO incident Map and summary pages available at the State Water Resources Control Board web site:

https://www.waterboards.ca.gov/water_issues/programs/sso/sso_map/sso_pub.shtml

Regional: 0 SSO

Reference: *Sanitary Sewer Overflow Emergency Response Plan*, City of Huntington Park SSMP, SSO Field Response Flow Chart

Recommendation: The City is in compliance with the requirement of this State Order.

7. Fats, Oil and Grease (FOG) Control Program – State Order D.13.vii

Review the SSMP to determine if it complies with the State Order by having a FOG Control plan with (a) a public education element, (b) FOG disposal facilities identified, (c) ordinances, rules and regulations to prevent FOG, (d) requirements to install FOG traps together with standard drawings for traps, owner maintenance requirements, owner record keeping requirements and owner reporting requirements, (e) inspection authority and staffing, (f) identification of sanitary sewer sections impacted by FOG, and (g) a source control plan for NRWS reaches currently impacted by FOG.

Sufficiency: Partial Compliance

Findings:

- a) The City has not developed or implemented a FOG control program. However, the City does have an ordinance that requires all commercial and industrial sources of FOG to install grease interceptors. All grease interceptors are required to be commercially maintained to ensure efficiency and prevention of SSO's.
- b) The City's distributes information on grease control to commercial, industrial and residential entities throughout the City to educate the citizens of the consequences FOG has on the City's sewer system and how it can directly affect public health and safety. The City's website provides information related to grease and pollutants in the sewer systems and waterways and how to prevent further contamination.
- c) The City's SSMP details the proper disposal of FOG waste as detailed by City ordinance's and through the FOG disposal procedures of the City's contracted sewer system maintenance company.
- d) As a result, the SSMP details the City Municipal Codes and County Ordinances that grant authority to; limit types of waste discharged to public sewers, installation of grease interceptors in accordance to Los Angeles County standards, require routine inspections, and maintenance of grease interceptors.
- e) High maintenance spots are not available.

Reference: Legal Authority, City of Huntington Park SSMP, Grease Removal Devices

Recommendation: The City is partially in compliance with the requirement of this State Order. The City needs to conduct an investigation of "hot spots" caused by FOG and develop a FOG program within the City to monitor FOG more closely.

The City's FOG control program needs to consist of focused cleaning and maintenance as well as source control. The following subsections discuss identification and cleaning of grease-prone areas, legal authority to prohibit grease discharge or require a grease removal device, facility inspection and public outreach.

The following is a list of projects that can be developed utilizing a sewer system GIS to inventory and characterize potential sources of FOG:

- Develop a GIS application for the identification of sewer system blockages due to FOG and their potential sources including the following:
- Identify and color code sewer collection lines subject to blockage.
- Identify and plot all SSOs resulting from FOG blockages. If the source of the grease in a lateral can be identified, the City needs to contact the property owner to notify them of the problem and work with them to clean the lateral.
- Perform inspection activities for the grease producing facilities, enforcement authorities, and whether the City has sufficient staff to inspect and enforce the FOG ordinance.
- Develop a database of grease producing facilities. The City needs to identify potential grease problem areas by tracking locations and causes of sanitary sewer overflows. Areas with several restaurants or grease-producing facilities are also considered likely grease problem areas. Such facilities include food service establishments, high density multi-family dwellings, single family dwellings and food manufacturing facilities.

8. System Evaluation and Capacity Assurance Plan (SECAP) – State Order D.13.viii

Review the SSMP to determine if it complies with the State Order by having a Capital Improvement Plan (CIP) that considers (a) Evaluation of those portions of the system that is experiencing SSO discharges due to hydraulic deficiency, (b) Design Criteria commensurate with the system, (c) Capacity Enhancement Measures and steps to address short term and long term CIP goals and an implementation schedule, and (d) Schedule for completion of the necessary things-to-do that were developed in items D.13.viii (a) - (c) above.

Sufficiency: Marginal Compliance

Findings: The City of Huntington Park is in marginal compliance with the requirements of the State Order by operating Sanitary Sewer Master Plan in 2020 and its lack of a computer model for its System Evaluation and Capacity Assurance Plan. The primary component of the plan, as directed in the State Order is its Capital Improvement Program (CIP). The other major element of the plan is the Design Criteria addressed in Section 5 above (State Order D.13.v).

The City contains 317,000 linear feet (60 miles) of sewer lines and a total of 1,239 manholes. The City's sewer system presently operates by gravity flow with no lift stations. The capacity of Huntington Park's sewer system needs to be evaluated using a computer hydraulic model of the major collection and interceptor sewer per SWRCB WDR.

Reference: City of Huntington Park hydraulic model per Sanitary Sewer Master Plan in 2020, City of Huntington Park SSMP

Recommendation: The City needs to create plan and schedule to update SECAP by doing additional monitoring to include an analysis of wet weather flows. The City shall systematically CCTV its lines and clean on an as needed basis; some known problem areas more often than others. Pipeline condition information should be conveyed to engineering if repairs and/or replacements are needed, from which CIPs are to be generated.

Additionally, The City shall develop and utilize a hydraulic modeling computer system. The hydraulic model should be operated to test impacts of new discharges to the system and evaluate average dry weather flow, peak dry weather flow and peak wet weather flow. The hydraulic model is to be updated as needed to reflect changes in the collections system and should be GIS based for up to date mapping capability. Specific scenarios should be considered, such as increases in flow to determine potential, future bottlenecks in the system and physical improvements needed prior to encountering those future flows.

The City's SSMP and Sanitary Sewer Master Plan should identify and contain each project identified (in the CIP) as necessary to increase the capacity of portions of the system. Project priorities and proposed construction stages should be developed based on the relative severity of existing and projected system deficiencies and the anticipated timing of future developments in various areas.

9. Monitoring, Measurement, and Program Modification – State Order D.13.ix

Review the SSMP to determine if it complies with the State Order by (a) maintaining relevant information that can be used to establish and prioritize appropriate SSMP activities, (b) monitoring the implementation and, where appropriate, measure the effectiveness of each element of the SSMP, (c) assessing the success of the preventative maintenance program, (d) updating program elements, as appropriate, based on monitoring or performance evaluations, and (e) identifying and illustrating SSO trends, including frequency, location and volume.

Sufficiency: Partial Compliance

Findings:

- a) The City of Huntington Park currently maintains complaint and blockage records in hardcopy and spreadsheet formats, maintains cleaning logs and other preventative maintenance activity logs, and records problems identified through regular maintenance activities.
- b) The City has developed a sewer inventory, mapping and maintenance database to efficiently track and utilize records related to any segment of the system per Sanitary Sewer Master Plan in 2020.
- c) With the information available, SSMP is able to generate statistical data similar to the CIWQS, such as:
 - duration of SSO
 - response time
 - volume of SSO
 - volume recovered
 - volume actually spilled
 - flow type
 - pipe size, material, and age
 - cause of SSO
- d) The information made available is used to determine the effectiveness of the SSMP, and;
- e) Track performance indicators in regards to the system.
- f) There was no evidence that the City has monitored the implementation and effectiveness of the Elements of their SSMP.

Reference: City of Huntington Park Sanitary Sewer Master Plan in 2020

Recommendation: The City is in partial compliance with the requirement of this State Order. The City sewer maps shall be regularly updated with every sewer collection system

change –several times a year if necessary. A sewer atlas is referred to a map showing all sewer assets and appurtenances. A schedule and formal maintenance program for manhole inspections, sewer line cleaning, CCTV inspections, etc., shall be fulfilled and included in the SSMP as Appendix E. Records to assist in the evaluation of SSMP implementation should be further developed and improved upon.

10. SSMP Program Audits – State Order D.13.x

As a part of the SSMP, City shall conduct periodic audits. At a minimum these audits must occur every two years and a report must be prepared and kept on file. These audits shall focus on the effectiveness of the SSMP, compliance with State Order requirements, identification of any deficiencies and steps to correct them.

Sufficiency: Partial Compliance

Findings: The City has embarked on this audit of its SSMP with timeliness to allow the auditor adequate time to investigate, gather evidence, analyze and then report sufficiency and findings, and finally, to make recommendations when appropriate.

The City has not conducted a SSMP Audit and concurrent SSMP Audit Report prior to this Audit. This Audit and Audit report represent the City's SSMP effectiveness and compliance with State Order Requirements for years 2017 through 2019. Following this Audit, it is required that the City conduct an Audit and produce an Audit report every two years at a minimum and will continue to do so for the next two year deadline occurring in 2021.

Recommendation: The City is required to conduct a current audit of the SSMP every 2 years at a minimum and shall continue to do so for the Re-certification of the SSMP is required when significant updates to the SSMP are made. Updates are required every 5 years at a minimum.

The SSMP must be re-certified every 5 years and after updating the SSMP with elements recommended by the 2019 audits together with any program changes.

11. Communication Program – State Order D.13.xi

Review the activities of staff to determine if they have complied with the State Order by (a) communicating the performance of the SSMP with the public, and (b) providing the public and the Los Angeles County Sanitation District the opportunity to provide input.

Sufficiency: In Compliance

Findings: State Order requirements are complex and developing the first SSMP required comments and input from many stakeholders. After the adoption, the SSMP was filed with the City for general public review. As noted in the State Order, the SSMP Audit is the mechanism to be used to measure SSMP performance and the best document for communicating performance.

Interested parties and the general public will have an opportunity to provide input with the completion of each audit every two years and certification every five years as required by the Brown Act (public notice requirements).

Reference: City of Huntington Park SSMP 2019

Recommendation: It is recommended after each audit that, City staff develop an implementation plan to address any deficiencies identified during the audit. Progress can then be acknowledged with the next audit or certification with the completion of each audit. City staff will share the audit findings with interested parties and make the report available to the general public by posting on the City’s website.

SSMP Audit Certification

SSMP Audit Reviewed By: _____

Douglas Benash
City Engineer
City of Huntington Park, Public Works Department
(Infrastructure Engineers – Contract)

SSMP Audit Approved By: _____

Ricardo Reyes
City Manager
City of Huntington Park, Public Works Department

Appendix G
CWIQS Data

SANITARY SEWER OVERFLOWS: 06/01/2017 - 07/01/2019

Spill type: + [Category 1](#) ○ [Category 2](#) ▲ [Category 3](#) [More Info](#)
Click on a map icon for incident information.



Note: Map does not include spills from sewage treatment plants.

- Show all incidents
- Show only incidents with valid GPS coordinates

Filter by volume (gallons):
0 - 1,000,000+ gal.

Minimum:
0 ▼

Maximum:
1,000,000+ ▼

[Set Volume](#)

Filter by date:
06/01/2017 - 07/01/2019

Start:
Jun ▼ 01 ▼ 2017 ▼

End:
Jul ▼ 01 ▼ 2019 ▼

[Set Dates](#)

Filter by Agency:
Huntington Park City

Huntington Park City ▼
[Set Agency](#) [Show All](#)

(Example: "123 Main Street, Sacramento, CA")
huntington park, CA
[Go to street address:](#)

Go to county:
All ▼
[Show county layer](#)

Go to Regional Board:
All ▼
[Show RB layer](#)

QA Tools

To find a Latitude/Longitude for a point or address, click [here](#).

[List of sites whose reported coordinates fall outside reported county.](#)



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

December 3, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (PSA) WITH RONAK DESAI, DBA R. T. DESAI & ASSOCIATES FOR ACCOUNTING SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve First Amendment to the Professional Services Agreement between the City of Huntington Park and Ronak Desai dba R. T. Desai & Associates for Accounting Services; and
2. Authorize City Manager to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park is required to have its financial records, as well as its expenditure of Federal Grants, audited on an annual basis. One of the Finance Department's performance measures for Fiscal Year 2019-20 is to provide accurate financial statements to the external auditors. This process entails reconciling all balance sheet accounts, e.g., cash, accounts receivable, accounts payable, payroll, etc. The goal is to have no or very few auditor adjusting journal entries and no findings for the Single Audit for the fiscal year. Because the Finance Manager position remains vacant and the department requires accounting expertise in preparing reconciliations and journal entries, the City hired R. T. Desai & Associates under the City Manager's signing authority to assist with the year-end closing process, as detailed in the scope of services.

Ms. Desai is a Certified Public Accountant (CPA) licensed in California and a Certified Fraud Examiner. Before starting her own business, Ms. Desai worked as an audit manager with a CPA firm, managing financial and compliance audits of governmental agencies, including several cities within California. Additionally, Ms. Desai serves on the

CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (PSA) WITH RONAK DESAI, DBA R. T. DESAI & ASSOCIATES FOR ACCOUNTING SERVICES

December 3, 2019

Page 2 of 2

Audit and Tax Committee for an Orange County not-for-profit organization specializing in providing affordable housing in California.

FISCAL IMPACT

There is sufficient vacancy savings generated by the unfilled Finance Manager position in the Finance Department to cover the contractual amount of \$85,000.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



NITA MCKAY
Director of Finance & Administrative Services

ATTACHMENT(S)

- A. First Amendment to Agreement with Ronak Desai dba R. T. Desai & Associates for Accounting Services
- B. Master Agreement with Ronak Desai dba R. T. Desai & Associates for Accounting Services dated October 8, 2019

ATTACHMENT "A"



**FIRST AMENDMENT TO ACCOUNTING SERVICES PROFESSIONAL SERVICES
AGREEMENT**

THIS FIRST AMENDMENT AGREEMENT (“Agreement”) is made as of December 3, 2019 by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“City”) and Ronak Desai dba R. T. Desai & Associates (hereinafter, “Consultant”). For the purposes of this Agreement, City and Consultant may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to City or Consultant interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

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

WHEREAS, Consultant was retained to provide accounting services for the City;

WHEREAS, on October 8, 2019 the Parties executed and entered into that certain agreement entitled, Professional Services Agreement (Accounting Services) (hereinafter, the “Master Agreement”) which is attached hereto as Exhibit “A”; and

WHEREAS, Section 1.2 of the Master Agreement states that the term of the agreement shall continue until the project is complete; and

WHEREAS, Section 1.3 of the Master Agreement provides for a limit of \$15,000, per the City Manager’s financial approval authority.

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

1. **Term**. Section 1.2 of the Master Agreement is hereby extended to the end of the Fiscal Year or June 30, 2020. The remaining language in this Section remains the same with the City’s ability to terminate the Agreement at any time.

2. **Compensation**. Consultant shall perform the various services and tasks set forth in the Scope of Services of the Master Agreement at a not-to-exceed additional sum of Eighty-Five Thousand Dollars (\$85,000.00). Professional Services Agreement will be a total of One Hundred Thousand Dollars (\$100,000).

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

Services Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

CITY OF HUNTINGTON PARK:

R. T. DESAI & ASSOCIATES

By: _____
Ricardo Reyes
City Manager

By: _____
Ronak Desai

ATTEST:

Donna G. Schwartz, CMC, City Clerk

ATTACHMENT "B"



PROFESSIONAL SERVICES AGREEMENT

(Engagement: Accounting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") for Accounting Services for the City is made and entered into this **8th day of October, 2019** by and between the City of Huntington Park, a municipal corporation (hereinafter, "City") and Ronak Desai dba R. T. Desai & Associates (hereinafter, "Consultant"). For the purposes of this Agreement City and Consultant may be referred to collectively by the capitalized term "Parties."

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

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **October 8, 2019, and shall continue until project is complete.** Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for any reason.
- 1.3 **COMPENSATION:** CONSULTANT shall be compensated for her services at \$120.00 per hour during the Term of this Agreement and the total amount shall not exceed the budgeted aggregate sum of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance & Administrative Services. In the event CONSULTANT'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

II.
PERFORMANCE OF AGREEMENT

- 2.1 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.2 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 of CONSULTANT'S profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - 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 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 SUB-CONSULTANT) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.
- 2.3 ASSIGNMENT: CONSULTANT shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY'S prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.
- 2.4 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT'S strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this

Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY'S confidential or proprietary information.

Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, expressed or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONSULTANT or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

- 2.5 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.6 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, CONSULTANT, 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.

III. INDEMNIFICATION

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

- 3.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT'S performance of or failure to perform any work or services hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 3.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT'S failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 3.4 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 CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 3.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every SUB-CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT'S, SUB-CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 3.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

IV. MISCELLANEOUS PROVISIONS

- 4.1 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the

termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

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

CONSULTANT:

R. T. Desai & Associates
1913 E. 17th Street, #116
Santa Ana, CA 92705
Attn: Ronak Desai
Phone: (951) 660-7992

CITY:

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 584-6201

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

- 4.3 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANT:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 4.4 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 4.5 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 4.6 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
- 4.7 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 4.8 **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.

- 4.9 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.
- 4.10 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 4.11 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.
- 4.12 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.10, above.
- 4.13 BUSINESS LICENSE AND W9: A City of Huntington Park Business license must be obtained before commencing work and a W9 provided when submitting first invoice.

[SIGNATURE PAGE TO FOLLOW]

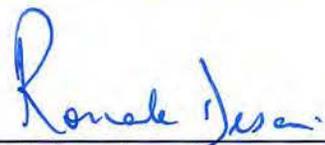
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first appearing above.

CITY OF HUNTINGTON PARK:

By: 
Ricardo Reyes, City Manager

Date: 10-8-19

R. T. DESAI & ASSOCIATES:

By: 
Ronak Desai

Date: 10-8-2019

EXHIBIT "A"
SCOPE OF SERVICES

1. Accounting Assistance in all areas related to the City's fiscal year-end closing process for Fiscal Year 2018-19 to include, but not limited to the following:
 - A. Bank reconciliations for all accounts;
 - B. Reconciliations of balance sheet accounts;
 - C. Reconciliations of revenues and expenditures/expenses;
 - D. Preparation of year-end journal entries;
 - E. Preparation of Prepared by Client Schedules for Audit; and
 - F. Preparation of Schedule of Expenditures of Federal Awards.



CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report

December 3, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve first amendment to the Memorandum of Understanding with The Greater Huntington Park Area Chamber of Commerce; and
2. Authorize City Manager or designee to execute amended agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (City) has, and continues to have a longstanding partnership with The Greater Huntington Park Area Chamber of Commerce (Chamber) to promote economic growth and development within the City. This goal is achieved in part through the support by the City for events hosted by the Chamber that directly benefit residents and businesses. In this spirit, the City approved a Memorandum of Understanding (MOU) during its August 6, 2019 meetings and now is requesting the City Council to approve an amendment to clarify and outline requirements and expectations for the Chamber for future events.

The proposed amendment to the MOU (Attachment A) incorporates the following:

- 1) Defines and confirms the Huntington Park Municipal Code as the guiding regulatory document when the MOU is silent.
- 2) Limits applicability of the MOU to the Carnival Events.
- 3) Confirms the Chamber of Commerce responsible to comply with extra jurisdictional requirements.

**CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING (MOU) WITH THE GREATER HUNTINGTON
PARK AREA CHAMBER OF COMMERCE**

December 3, 2019

Page 2 of 2

FISCAL IMPACT/FINANCING

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

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
Director of Community Development

ATTACHMENT(S)

- A. First Amendment to Memorandum of Understanding
- B. Memorandum of Understanding

ATTACHMENT "A"



**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF HUNTINGTON PARK AND GREATER HUNTINGTON PARK CHAMBER OF
COMMERCE TO FACILITATE THE PAYMENT FOR SERVICES PERFORMED**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON PARK AND GREATER HUNTINGTON PARK CHAMBER OF COMMERCE TO FACILITATE THE PAYMENT FOR SERVICES PERFORMED (“First Amendment”) is made as of [Insert Date] by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“City”) and GREATER HUNTINGTON PARK CHAMBER OF COMMERCE (hereinafter, “Chamber”). For the purposes of this First Amendment, City and Chamber may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to City or Chamber interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

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

WHEREAS, the PARTIES entered into a memorandum of understanding to memorialize their mutual understanding and obligations with respect to the payment for past services and provision of future services by City, and Chamber’s receipt of the same during Chamber events held within the City:

WHEREAS, on or about [Enter Date of Council Approval of MOU], the Parties executed and entered into that certain memorandum of understanding titled, MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON PARK AND GREATER HUNTINGTON PARK CHAMBER OF COMMERCE TO FACILITATE THE PAYMENT FOR SERVICES PERFORMED (“Master MOU”) which is attached hereto as Exhibit “A”;

WHEREAS, The Parties desire to limit the terms of the Master MOU to the Chamber’s Carnival Primavera Event;

WHEREAS, The Parties also desire to confirm the terms of the Huntington Park Municipal Code shall apply to all other Chamber events and to items that are not specifically addressed in the Master MOU.

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

1. Section 3 of the Master MOU entitled SCOPE OF FUTURE SERVICES, shall be amended and replaced in its entirety to read as follows:

“SCOPE OF FUTURE SERVICES **FOR CARNAVAL PRIMAVERA EVENT**- City will provide services to the Chamber for the Carnaval Primavera ~~and Sabor de Mexico Lindo Downtown Festival~~ events hosted by the Chamber within the City during the term of this MOU. These services shall include:

A. Police Services - Such services shall include: security and traffic enforcement. Also included is overtime provided by Police Officers, Senior Police Officers, Parking Enforcement Officers, Sergeants and Lieutenants. (“Police Services”).

B. Public Works Services – Such services shall include: delivery, set-up and tear down of the following: barricades, cones, delineators and **Carnaval Primavera Event** signs for street closures. Also included are the following: rental of all equipment utilized in the delivery of necessary supplies for the street closures, and overtime for the following staff members: Maintenance Workers, Public Works Supervisors and Electricians. (“Public Works Service”).

C. In-kind Services and City Sponsorship – City shall sponsor the following in-kind services: provision of refuse services, portable units, hot and cold sink, trash boxes, liners, bins and roll-offs at each **Carnaval Primavera Event during the term of this MOU** ~~for which the City is a sponsor~~. City shall be a named sponsor of each Chamber **Carnaval Primavera Event** during the term of this MOU.

2. Section 7 of the Master MOU entitled _____, shall be amended and replaced in its entirety to read as follows:

“COMPENSATION FOR FUTURE SERVICES **FOR CARNAVAL PRIMAVERA EVENTS** – City shall provide the services contained in the SCOPE OF SERVICES **for future Carnaval Primavera Events** at the following charge to the Chamber:

A. Police Services.

i. For each Carnaval Primavera ~~and Sabor de Mexico Lindo Downtown~~ event in which the City provides Police Services for the Chamber between the Effective Date and the date of this MOU’s second anniversary, the Chamber shall pay the City a separate charge for each event of Twenty Thousand Dollars (\$20,000).

ii. For each Carnaval Primavera ~~and Sabor de Mexico Lindo Downtown~~ event in which the City provides Police Services for the Chamber between the date of the second anniversary and third anniversary of this

MOU, the Chamber shall pay the City a separate charge for each event of Twenty-One Thousand Dollars (\$21,000).

B. Public Works Services.

i. For each Carnival Primavera ~~and Sabor de Mexico-Linde Downtown~~ event in which the City provides Public Works Services for the Chamber between the Effective Date and the date of this MOU's second anniversary, the Chamber shall pay the City a separate charge for each event of Three Thousand Five Hundred Dollars (\$3,500).

ii. For each Carnival Primavera ~~and Sabor de Mexico-Linde Downtown~~ event in which the City provides Public Works Services for the Chamber between the date of the second anniversary and third anniversary of this MOU, the Chamber shall pay the City a separate charge for each event of Three Thousand Six Hundred Seventy Five Dollars (\$3,675).

C. City shall provide Chamber an invoice in writing for the services provided in accordance with this MOU within thirty (30) days of the event, unless some fees are due in advance of the event. Chamber shall provide payment to the City in full for the services provided within thirty (30) days of receipt of the invoice. However, all fees due in advance, such as Building and Safety fees, Planning Department Application Fees, Finance Department Business Licensing Fees, and Public Works Department Water Meter Fees must be paid by the invoice's stated due date.

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

E. The terms of this MOU shall only apply to Carnival Primavera Events. All other Chamber events shall be subject to and governed by the terms of the City's Municipal Code.

3. Section 10 of the Master MOU entitled COMPLIANCE WITH APPLICABLE LAW, shall be amended and replaced in its entirety to read as follows:

"COMPLIANCE WITH APPLICABLE LAW – Chamber agrees to comply fully with all applicable federal, state, and local laws, regulations, and permits in carrying out the purposes and activities contemplated by this MOU. **If this MOU does not address a specific issue, the terms of the City's municipal code shall apply.**

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

constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

CITY OF HUNTINGTON PARK:

By: _____
Ricardo Reyes
City Manager

**GREATER HUNTINGTON PARK
CHAMBER OF COMMERCE:**

By: _____
Name: _____
Title: _____

ATTEST:

Donna G. Schwartz, CMC, City Clerk

APPROVED AS TO FORM:

By: _____

ATTACHMENT "B"

**A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON
PARK AND THE GREATER HUNTINGTON PARK AREA CHAMBER OF
COMMERCE TO FACILITATE THE PAYMENT FOR SERVICES PERFORMED**

This Memorandum of Understanding (“MOU”) is entered into as of September 3, 2019 (“Effective Date”), by and between the City of Huntington Park (“City”) and the Greater Huntington Park Area Chamber of Commerce (“Chamber”). The City and Chamber are sometimes individually referred to herein as “PARTY” and collectively as “PARTIES”.

RECITALS

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

WHEREAS, the Chamber is a business organization which promotes the economic health and prosperity of the business community within the greater Huntington Park area through, among other things, hosting events, such as the annual Carnaval Primavera and Sabor de Mexico events as well as other activities throughout the year;

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

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

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

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

WHEREAS, Chamber further desires to receive services from the City for future events such as Carnaval Primavera and Sabor de Mexico Lindo Downtown Festivals for 2019, 2020, and 2021, and the City desires to sponsor such future events held by the Chamber; and

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

AGREEMENT

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

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

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

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

3. **SCOPE OF FUTURE SERVICES** – City will provide services to the Chamber for the Carnaval Primavera and Sabor de Mexico Lindo Downtown Festival events hosted by the Chamber within the City during the term of this MOU. These services shall include:

A. **Police Services** - Such services shall include: security and traffic enforcement. Also included is overtime provided by Police Officers, Senior Police Officers, Parking Enforcement Officers, Sergeants and Lieutenants. (“Police Services”).

B. **Public Works Services** – Such services shall include: delivery, set-up and tear down of the following: barricades, cones, delineators and event signs for street closures. Also included are the following: rental of all equipment utilized in the delivery of necessary supplies for the street closures, and overtime for the following staff members: Maintenance Workers, Public Works Supervisors and Electricians. (“Public Works Service”).

C. **In-kind Services and City Sponsorship** – City shall sponsor the following in-kind services: provision of refuse services, portable units, hot and cold sink, trash boxes, liners, bins and roll-offs at each event for which the City is a sponsor. City shall be a named sponsor of each Chamber event during the term of this MOU.

4. **EVENT SIGNAGE** – Pursuant to and consistent with Huntington Park Municipal Code (“HPMC”) Section 9-3.12A.06, no permit or fees shall be required for signs utilized to advertise the Greater Huntington Park Chamber of Commerce events on City property. All event signage shall comply with HPMC Section 9-3.12A.

5. TRAFFIC CONTROL PLAN CHECK FEES - Pursuant to and consistent with HPMC Section 5-13.02, a "no fee" encroachment permit shall be required for the placement and maintenance of Traffic Control Plan measures for event(s) for the Greater Huntington Park Chamber of Commerce. The "no fee" encroachment permit shall also include the plan check review of the Traffic Control Plan, unless third party review is necessary. The Traffic Control Plan shall comply with all requirements established by the City Engineer.

6. TERM – The term of this MOU shall commence on the Effective Date, and, except as otherwise stated herein, shall continue in full force and effect until its third annual anniversary.

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

A. Police Services.

i. For each Carnaval Primavera and Sabor de Mexico Lindo Downtown event in which the City provides Police Services for the Chamber between the Effective Date and the date of this MOU's second anniversary, the Chamber shall pay the City a separate charge for each event of Twenty Thousand Dollars (\$20,000).

ii. For each Carnaval Primavera and Sabor de Mexico Lindo Downtown event in which the City provides Police Services for the Chamber between the date of the second anniversary and third anniversary of this MOU, the Chamber shall pay the City a separate charge for each event of Twenty-One Thousand Dollars (\$21,000).

B. Public Works Services.

i. For each Carnaval Primavera and Sabor de Mexico Lindo Downtown event in which the City provides Public Works Services for the Chamber between the Effective Date and the date of this MOU's second anniversary, the Chamber shall pay the City a separate charge for each event of Three Thousand Five Hundred Dollars (\$3,500).

ii. For each Carnaval Primavera and Sabor de Mexico Lindo Downtown event in which the City provides Public Works Services for the Chamber between the date of the second anniversary and third anniversary of this MOU, the Chamber shall pay the City a separate charge for each event of Three Thousand Six Hundred Seventy Five Dollars (\$3,675).

C. City shall provide Chamber an invoice in writing for the services provided in accordance with this MOU within thirty (30) days of the event, unless some fees are due

in advance of the event. Chamber shall provide payment to the City in full for the services provided within thirty (30) days of receipt of the invoice. However, all fees due in advance, such as Building and Safety fees, Planning Department Application Fees, Finance Department Business Licensing Fees, and Public Works Department Water Meter Fees must be paid by the invoice's stated due date.

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

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

9. INDEMNIFICATION – To the fullest extent permitted by law, Chamber shall, at its sole cost and expense, defend, hold harmless, and indemnify the City and its elective officials, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”) from any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgements, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of the Chamber, its officers, agents, servants, employees, Subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that the Chamber shall bear the legal liability thereof) in the performance of this MOU, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the PARTIES. The Chamber shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' cost actually incurred in connection with such defense. The Chamber shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnities in connection therewith.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Chamber.

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

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

12. WARRANTIES - Each PARTY has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this MOU, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each PARTY who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such PARTY'S failure to perform under this MOU.

In executing this MOU, each PARTY has carefully read this MOU, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other PARTY, or any other person or entity, not expressly set forth herein, nor upon the failure of any other PARTY or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

It is agreed that each PARTY has the full right and authority to enter into this MOU, and that the person executing this MOU on behalf of either PARTY has the full right and authority to fully commit and bind such PARTY to the provisions of this MOU.

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

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

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

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

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

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

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

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

19. INTERGRATION– It is understood that there are no oral agreements between the PARTIES hereto affecting this MOU and this MOU supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the PARTIES, and none shall be used to interpret this MOU. This MOU may be amended at any time by the mutual consent of the PARTIES by an instrument in writing.

20. GOVERNING LAW – This MOU shall be construed and interpreted both as to validity and to performance of the PARTIES in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this MOU shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and each PARTY agrees to submit to the personal jurisdiction of such court in the event of such action.

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

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

CITY OF HUNTINGTON PARK:

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Arnold Alvarez-Glasman
City Attorney

Date: _____

**GREATER HUNTINGTON PARK
AREA CHAMBER OF COMMERCE**

By: _____

Name: _____

Its: _____

Date: _____



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

December 3, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR THE WEST SANTA ANA BRANCH/ECO-RAPID TRANSIT CORRIDOR PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Sub-Recipient Agreement with Gateway Cities Council of Governments to provide administrative support during the environmental review process for the West Santa Ana Branch/Eco-Rapid Transit Corridor project; and
2. Authorize City Manager to execute the agreement and related documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Recently, the Gateway Cities Council of Governments (GCCOG) entered into a funding agreement with the Los Angeles County Metropolitan Transportation Authority ("LACMT") to provide third party administration with respect to thirteen Gateway member cities, including the City of Huntington Park, participating in LACMTA environmental clearance of the West Santa Ana Branch Transit Corridor (Project). In September 2016, the LACMT Board authorized entering into an agreement with the Gateway for participation in the project in the amount not-to-exceed \$700,000.

In May of this year, the COG contacted the City of Huntington Park to ascertain whether the funding to provide staff support for the environmental review process for the West Santa Ana Branch/Eco-Rapid Transit Corridor project was sufficient to support the city through the release and comment period for the Draft EIS/EIR in December of 2020. After the determination that funding was needed, The City of Huntington Park was awarded \$28,000 for this purpose.

CONSIDERATION AND APPROVAL TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR THE WEST SANTA ANA BRANCH/ECO-RAPID TRANSIT CORRIDOR PROJECT

December 3, 2019

Page 2 of 3

Collaborative Effort Scope of Work

Pursuant to the approved agreement by the LACMTA Board of Directors at its September 22, 2016 meeting, Gateway Cities Council of Governments (GCCOG) will provide third party administration services, pursuant to the terms of the Agreement, for the Cities of Artesia, Bell, Bellflower, Bell Gardens, Cudahy, Downey, Huntington Park, Lakewood, Lynwood, Maywood, Paramount, South Gate, and Vernon to participate in the environmental clearance study for the West Santa Ana Branch Transit Corridor, led by Eco-Rapid Transit JPA.

Gateway's third party administration will include the management of the \$700,000 Project funds to support the Participating Cities' review of environmental documents and technical report deliverables resulting from Project work and participation on the Project Technical Advisory Committee (TAC) Working Group (WG) in support of the Project. Participating Agencies and LACMTA should collaborate and agree upon appropriate TAC meetings.

FISCAL IMPACT/FINANCING

Under this agreement the City will not be responsible to provide any matching local contributions.

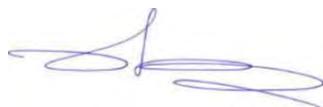
FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the proposed agreement, Gateway Cities Council of Governments will take the lead to manage the process and coordinate the schedule of all deliverables according to the contractual agreement and Scope of Services described in Attachment A (Funding Agreement).

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager

CONSIDERATION AND APPROVAL TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR THE WEST SANTA ANA BRANCH/ECO-RAPID TRANIST CORRIDOR PROJECT

December 3, 2019

Page 3 of 3



SERGIO INFANZON

Director of Community Development

ATTACHMENT(S)

- A. Funding Agreement Between Gateway and LACMTA
- B. Sub-recipient Agreement Between City of Huntington Park and Gateway

ATTACHMENT "A"

FUNDING AGREEMENT BETWEEN THE GATEWAY CITIES COUNCIL OF GOVERNMENTS AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Funding Agreement (the “Agreement”) is entered into with an effective date of October 10, 2016 (“Effective Date”), and is by and between the Gateway Cities Council of Governments (“AGENCY”) and the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), hereinafter referred to collectively as the “Parties.” The general purpose of this Agreement is to define the roles, responsibilities, and protocols of the AGENCY and eligible subrecipients to the AGENCY, identified in Attachment A (“Participating Agencies”), in LACMTA’s environmental clearance of the West Santa Ana Branch Transit Corridor (“Project”), which generally includes facilitation and coordination between LACMTA, AGENCY, and the Participating Agencies, hereinafter referred to as the “Collaborative Effort.”

RECITALS

WHEREAS, LACMTA is the transportation planning and programming agency for Los Angeles County responsible for the County’s Long Range Transportation Plan, Short Range Transportation Plan and Transportation Improvement Program, and the construction and operation of bus and rail services; and

WHEREAS, the AGENCY is a California Joint Powers Authority that represents the 27 cities of Southeast Los Angeles County, the Port of Long Beach and certain unincorporated areas of Los Angeles County adjacent to or surrounded by these cities. In its role, the AGENCY provides leadership and supports various initiatives for its member cities/agencies, including implementing clean air strategies, addressing housing needs, reducing traffic congestion, conducting short and long range transportation studies, preserving and enhancing open space, and strengthening the economy; and

WHEREAS, the West Santa Ana Branch Transit Corridor is a funding priority in the voter-approved Measure R and Measure M expenditure plans; and

WHEREAS, LACMTA is working on the Project for the purpose of identifying a future light rail transit alignment and associated stations within a defined study area; and

WHEREAS, the LACTMA Board of Directors approved Motion 32.1 at its February 25, 2016 meeting, authorizing funding to facilitate Transit-Oriented Communities (TOC, a broader Transit-Oriented Development concept) for the Project and directing that LACMTA work with the City of Los Angeles, County of Los Angeles, AGENCY, and the Eco-Rapid Transit Joint Powers Authority (“Eco-Rapid”) to pursue TOC predevelopment and planning activities for the Project; and

WHEREAS, this is one of several existing or pending agreements associated with carrying out Board Motion 32.1 and relating to the Collaborative Effort, with potentially more agreements to follow; and

WHEREAS, the purposes, approaches and scopes of work for these agreements are and will be coordinated to ensure that the intent of Board Motion 32.1 is effectively implemented; and

WHEREAS, articulating clear roles and responsibilities is a vital tenet of ensuring a collaborative and coordinated effort to effectively implement Board Motion 32.1 such that the communities accrue multiple benefits from this substantial public infrastructure investment and opportunity; and

WHEREAS, all the agreements associated with implementing Board Motion 32.1 must demonstrate a progression toward completing the forward planning and design of the West Santa Ana Branch Light Rail Transit line and ancillary project features, and its environmental clearance, along with supporting or resulting in TOC-supportive local plans, regulations, financial tools and programmatic California Environmental Quality Act clearance to enable private and public sector Transit-Oriented Development (TOD) in the corridor; and

WHEREAS, this Agreement includes a Collaborative Effort framework for implementing the aforementioned LACMTA Board of Directors February 25, 2016 direction and the referenced related actions, a process for coordination involving LACMTA, the AGENCY, and Participating Agencies, and a communication protocol to be carried out by the AGENCY and Participating Agencies for the Project by setting forth the roles, responsibilities and protocols, as identified in Attachment A; and

WHEREAS, the LACMTA Board of Directors at its September 22, 2016 meeting approving the entering of this Agreement with the AGENCY for third party administration to work with the Participating Agencies on the Project, in the amount not-to-exceed \$700,000 in Measure R 35% funds, which scope of work for this Collaborative Effort is identified in Attachment A; and

WHEREAS, a Letter of No Prejudice (LONP) for the Collaborative Effort was issued on October 10, 2016, allowing the AGENCY and the Participating Agencies to spend funds in an amount up to \$50,000 in total for the early participation of the AGENCY, Eco-Rapid Transit Joint Powers Authority JPA and the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Cudahy, Downey, Huntington Park, Lakewood, Lynwood, Maywood, Paramount, South Gate and Vernon, to review Project deliverables and provide technical comments and feedback on the Project, pending execution of this agreement.

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

I. TERM OF AGREEMENT

The term of the Agreement shall be for a period from the Effective Date of this Agreement through September 30, 2020. LACMTA shall have the right to extend the term as necessary. This is a one-time funding grant subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

The obligation for LACMTA to grant AGENCY the Funds relating to the Collaborative Effort in supporting the Project is subject to sufficient Funds being made available for the Project and the Collaborative Effort by the LACMTA Board of Directors. If such Funds are not made available for the Project and/or Collaborative Effort, LACMTA shall have no obligation to provide the Funds for the Collaborative Effort, unless otherwise agreed to in writing by LACMTA.

II. COLLABORATIVE EFFORT ADMINISTRATION AND SCOPE OF WORK

A AGENCY and the Participating Agencies shall perform the work per the tasks and deliverables, roles, responsibilities and protocols detailed in Attachment A – Collaborative Effort Framework and Scope of Work.

B. Management/Administration of the scope of work in Attachment A is capped at a maximum of 15% of the total Agreement cost.

C. AGENCY shall submit Quarterly Progress Invoice Reports, in the form attached to the Agreement as Attachment B with detailed supporting documentation within sixty (60) days after the close of each quarter. The last Quarterly Progress Invoice Report shall be due no later than November 30, 2020 to be eligible for reimbursement under this Agreement. If no activity has occurred during a particular quarter, AGENCY will still be required to submit the Quarterly Progress Invoice Report indicating that no dollars were expended in the quarter.

E. In the event that any changes to Attachment A – Collaborative Effort Framework and Scope of Work are desired, LACMTA shall notify AGENCY in writing in a timely manner. AGENCY understands and agrees that LACMTA's contribution to the Project is limited to the amount specified in Section III (A) of this Agreement, and that the AGENCY shall be fully responsible for any eligible expenditures that exceed LACMTA's contribution and that Participating Agencies are not entitled to payment of any eligible expenses that exceed LACMTA's contribution. Any unexpended Funds after September 30, 2020, unless an extension is requested in writing by AGENCY and approved by LACMTA, shall no longer be available to the AGENCY.

III. PAYMENT

A. LACMTA shall reimburse AGENCY an aggregate amount not to exceed \$700,000 for amounts invoiced with proper documentation within 30 working days of receipt of an acceptable invoice. AGENCY is responsible for pass-through payments to the Participating Agencies. Failure of a Participating Agency to abide by the terms and conditions of this Agreement or failure to perform the work set forth in the Scope of Work may result in LACMTA denying payment or excluding any further participation of the defaulting Participating Agency under this Agreement, along with any subsequent payments to it. AGENCY is advised to make payment to a Participating Agency only after payment is made to AGENCY by LACMTA.

B. LACMTA shall only reimburse eligible expenditures. LACMTA reserves the right to reject expenses submitted by AGENCY that it deems out of scope. Equipment including vehicles, computer hardware and software are not eligible expenditures and shall not be reimbursed with the Funds.

C. Any Funds expended by AGENCY prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the AGENCY Funding Commitment requirement, without the prior written consent of LACMTA. AGENCY Funding Commitment dollars expended prior to the Effective Date shall be spent at AGENCY'S own risk.

IV. INDEMNIFICATION

Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by AGENCY, its officers, agents, employees, contractors and subcontractors under this Agreement. AGENCY shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and claims for damages of any nature whatsoever arising out of the Scope of Work, including without limitation; (i) use of the Funds by the AGENCY, or its officers, agents, employees, contractor or subcontractors; (ii) breach of the AGENCY's obligations under this Agreement; or (iii) any act of omission of the AGENCY, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this Agreement. The indemnity shall survive termination of this Agreement.

V. INSURANCE

AGENCY shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, or damages in property which may arise from on in conjunction with the performance of the work hereunder by the AGENCY, their

agents, representatives, employees or subcontractors. As respects Professional Liability, coverage must be maintained and evidenced provided, for two years following expiration of the Agreement.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (concurrency form CG0001).
2. Insurances Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

AGENCY shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or
2. Other form with a general aggregate limit is used, the general aggregate limits shall be twice the required occurrence limit of \$2,000,000. Products/ Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.
3. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
5. Professional Liability: \$1,000,000 per occurrence.

C. OTHER INSURANCE PROVISIONS

The insurance policies required per the terms of the agreement are to contain, or be endorsed to contain, the following provisions:

1. LACMTA, its subsidiaries, officials and employees are to be covered as additional insured as respects liability arising out of the activities performed by or on behalf of the AGENCY; products and completed operations of the AGENCY; premises owned, occupied or used by the AGENCY; or automobiles owned, leased, hired or borrowed by the AGENCY. The general liability coverage shall also include contractual, personal injury, independent

contractors and broad form property damage liability. The coverage shall contain no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.

2. For any claims related to this Agreement, insurance provided by the AGENCY shall be primary as respects LACMTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by LACMTA shall be in excess of any program of insurance afforded by the AGENCY and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to LACMTA, its subsidiaries, officials and employees.
4. The program of insurance provided by the AGENCY shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy is required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to LACMTA.
6. Worker's Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of LACMTA.
7. Professional Liability insurance shall be continued, and evidence provided to LACMTA, for two years following expiration of the contract.
8. Coverage provided for two years in the event of cancellation or non-renewal.

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Notwithstanding anything to the contrary, the insurance requirements contained herein may be met with a program of self insurance.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with California admitted, or non-admitted carriers approved by the California Department of Insurance. All carriers must have a current A.M. Best's rating of no less than A-VII, unless otherwise approved by LACMTA. This section does not apply to a self-insured agency.

F. VERIFICATION OF COVERAGE

AGENCY shall furnish LACMTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized to attest to validity of coverage and protections afforded LACMTA. All documents are to be received and approved by LACMTA before work commences. If requested by LACMTA, AGENCY shall submit copies of all required

insurance policies, including endorsements affecting the coverage required by these specifications.

G. SUBRECIPIENTS AND SUBCONTRACTORS

AGENCY shall include all subrecipients or subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subrecipient or subcontractor. All coverages for subrecipients or subcontractors shall be subject to all of the requirements stated herein. If requested by LACMTA, the AGENCY shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. The Participating Agencies are considered subrecipients.

VI. RECORD RETENTION

A. AGENCY shall maintain all source documents, books and records connected with its performance and all work performed under this Agreement for three (3) years.

B. LACMTA, and/or its designee, shall have the right to conduct audits of the Project as needed. AGENCY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). AGENCY shall reimburse LACMTA for any expenditure not in compliance with this Agreement. The allowability of costs for AGENCY's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for AGENCY's contractors, consultants and suppliers expenditures submitted to LACMTA through AGENCY's Quarterly Progress Reports and Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require AGENCY to return monies to LACMTA, AGENCY agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

VII. COMMUNICATIONS

A. AGENCY shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

B. For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

C. The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

D. AGENCY shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

E. The LACMTA Project Manager shall be responsible for monitoring AGENCY compliance with the terms and conditions of this Section. AGENCY failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

VIII. DEFAULT

A Default by AGENCY under this Agreement is defined as any one or more of the following:

1. AGENCY fails to comply with the terms and conditions contained in this Agreement; or
2. AGENCY fails to perform satisfactorily any of the responsibilities identified in Attachment A.

IX. REMEDIES

A. In the event of a Default by AGENCY, LACMTA shall provide written notice of such Default to AGENCY with a 30-day period to cure the Default. In the event that AGENCY fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make a determination to make no further disbursements of funds to AGENCY; and/or (iii) LACMTA may recover from AGENCY any funds disbursed to AGENCY as allowed by law or in equity.

B. Effective upon receipt of written notice of termination from LACMTA, AGENCY shall not undertake any new work or obligation with respect to this Agreement.

C. The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

D. In the event of any termination, LACMTA shall reimburse AGENCY for properly invoiced work performed prior to the date of termination.

X. ASSIGNMENT OF AGREEMENT

A. AGENCY is without right to and shall not assign this Agreement or any part thereof or any monies due hereunder without the prior written consent of LACMTA, which shall not be unreasonably withheld. All AGENCY and Participating Agencies' agents, contractors and subcontractors directly working on and receiving monies from this Agreement require prior written approval by LACMTA and shall be bound by the terms of this Agreement.

XI. MISCELLANEOUS

A. California State law shall govern this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, unless any of the stated purposes of the Agreement would be defeated.

B. No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives for the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

C. This Agreement contains the entire understandings between the Parties and supersedes any prior written or oral understandings and agreements regarding the subject matter of the Agreement.

D. The covenants and agreements of this Agreement shall inure to the benefits of, and shall be binding upon, each of the Parties and their respective successors and assignees.

E. Both Parties shall comply with all applicable laws, regulations and policies.

F. Neither AGENCY nor LACMTA shall assign this Agreement, or any part thereof, without the written consent of the other party. Any assignment without such written consent shall be void and unenforceable.

G. Any notice required or permitted under this Agreement shall be in writing and shall be deemed served if sent by registered mail addressed as follows, unless otherwise notified in writing of a change of address:

Fanny Pan, Senior Director
Transit Corridors Planning Division
Countywide Planning and Development Department
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mailstop: 99-22-4
Los Angeles, CA 90012

Jack Joseph, Deputy Executive Director
Gateway Cities Council of Governments
16401 Paramount Blvd.
Paramount, CA 90723

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: Phillip A. Washington
for Phillip A. Washington
Chief Executive Officer

Date: 10/6/17

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: Mary Wickham
Deputy

Date: 10/3/17

AGENCY:

GATEWAY CITIES COUNCIL OF GOVERNMENTS

By: Johnny Pineda
Johnny Pineda
President

Date: 10-4-17

APPROVED AS TO FORM:

By: Richard D. Jones
for Richard D. Jones
General Counsel

Date: 10/4/17

**ATTACHMENT A
COLLABORATIVE EFFORT FRAMEWORK
AND SCOPE OF WORK**

Parties to the Collaborative Effort

1. LACMTA – Los Angeles County Metropolitan Transportation Authority
2. AGENCY - Gateway Cities Council of Governments
3. **Participating Agencies:**
 - **Eco-Rapid Transit JPA (the City of Bellflower will act as the fiscal agent for processing of expenditures per the existing Memorandum of Understanding between Eco-Rapid Transit JPA and City of Bellflower); and**
 - **Participating Cities: Artesia, Bell, Bellflower, Bell Gardens, Cudahy, Downey, Huntington Park, Lakewood, Lynwood, Maywood, Paramount, South Gate, and Vernon. (City of Cerritos chooses not to participate.)**

Background

- June 2016 –A “near-term” Funding Agreement not-to-exceed \$230,800 was entered into between LACMTA and the AGENCY (led by Eco-Rapid Transit JPA) to conduct Sustainable TOC Predevelopment and Planning activities, including Conceptual Station Area Land Use Planning Studies for stations in Cerritos, South Gate and Paramount, and Visioning Planning Studies for the City of Vernon Station.
- Eco-Rapid Transit JPA’s members (Artesia, Bellflower, and Downey) have received LACMTA TOD Grants and are in process of preparing station area plans.
- September 2016 - the LACMTA Board authorized entering into an agreement with the AGENCY for participation in the Project in the amount not-to-exceed \$700,000.
- October 2016 – FTA awarded TOD Planning Pilot Program Grant to LACMTA to conduct the WSAB Transit Corridor TOD Strategic Implementation Plan in partnership with the City of South Gate and the Eco-Rapid Transit JPA.

Familiarity Required Existing and Pending Complementary Reference Material

The goal of the Collaborative Effort framework is to create consistency in all studies and activities relating to the Project and avoid duplication of efforts. In developing studies and activities relating to the Project, AGENCY and each Participating Agency shall be familiar with existing and pending complementary reference material as set forth herein, and all scopes of work will be reviewed and approved by LACMTA.

1. Approach and Scope of Work (SOW)

- The development of a SOW shall consider, and to the extent practicable, build upon the framework developed in the WSAB Sustainable Transit Corridor – Phase 1 Near-term Agreement regarding pre-development Transit-oriented Communities (FA#: 920000000FACGGC02). To the extent practicable, all work shall be coordinated with the preparation of the Project and complement the recommendations and findings from prior studies and documents applicable to the Project, including the WSAB TOD Handbook; Caltrans Environmental Justice Assessment; South Gate Station Conceptual Plan; Bellflower Mixed Use Zone Plan; Cerritos Station TOD District; Huntington Park Focused General Plan Update; Rancho Los Amigos South Campus Specific Plan; Bellflower Station Specific Plan; Artesia International Downtown Specific Plan; AECOM Land Use Studies located in Cudahy, Downey, South Gate, and Huntington Park; Conceptual Land Use Planning Studies for stations in Cerritos, South Gate, and Paramount; and Visioning Planning Studies for the City of Vernon Station.
 - An FTA-awarded TOD Planning Pilot Program Grant for the WSAB Transit Corridor TOD Strategic Implementation Plan is available as a reference and resource. A separate partnership agreement is anticipated to be executed for work related to this grant.
2. Prior Studies to Reference and Integrate as Available Information to Assist in Project Coordination Efforts
- 2011-2015 – \$276,000 FHWA Pass-through Grant for AECOM Land Use Studies for stations located in Cudahy, Downey, South Gate, and Huntington Park.
 - 2011 -2013 - \$213,840 Caltrans Environmental Justice Planning Grant that assessed community impacts and addressed environmental justice goals and objectives relative to the development of the OLDA transit corridor. The project focused on providing regional connectivity to cities located in the project area with surrounding communities. It included the cities of South Gate, Huntington Park, Bell, Cudahy, Maywood and Bell Gardens. LACMTA, AGENCY and Participating Agencies agree to consider or include the environmental justice goals as addressed by the Caltrans Environmental Justice Plan.
 - 2012-2015 – Eco-Rapid Transit JPA and member cities have received \$1.8 million in TOD planning grant funded by a combination of Measure R 2% and Measure R 3% funds for the WSAB TOD Handbook, Huntington Park Focused General Plan Update, Rancho Los Amigos South Campus Specific Plan, Bellflower Station Specific Plan, and the Artesia International Downtown Specific Plan.
 - Cities have received SCAG COMPASS and Sustainability Planning Grants for projects in South Gate, Bellflower and Cerritos.
3. Coordination with Environmental Study (Project)

- Both the TOC and EIS/EIR must recognize that light rail is the build alternative under study. It will be critical that work related to the TOC be closely coordinated with the Project directed for analysis by the Board in September 2016, with respect to the opportunities resulting from the light rail alignment and stations on land use. This will ensure that:
 - a) key assumptions regarding the project's cost, scope and schedule that may emerge from the Environmental Study (Project) are aligned with the TOC scope, as the planning and implementation of viable Transit Oriented Developments necessarily pivots on the scope and timing of the transit investment at its core, such that putting in place the framework for TOC in preparation for the light rail investment maximizes the opportunity; and
 - b) outreach activities with the community, essential to both the environmental study and TOC efforts are optimized, in coordination with LACMTA's outreach activities, to ensure that input of the community is appropriately reflected in both efforts.

Roles and Responsibilities of AGENCY, Participating Agencies, and LACMTA

1. AGENCY

- Review invoices and quarterly reports of the Participating Agencies for accuracy and compliance with the terms of the Agreement.
- Submit invoices and quarterly reports in a timely manner to LACMTA for itself and on behalf of the Participating Agencies.
- Facilitate, in a manner approved by the LACMTA Project Manager and within the approved budget for AGENCY participation, the Participating Agencies in completing the scope of work of the Agreement.

2. Participating Agencies

- Perform activities relating to the scope of work of the Agreement in compliance with all terms and provisions of the Agreement.
- Support and facilitate LACMTA on outreach activities
- Timely prepare and submit to AGENCY invoices and quarterly reports, as well as any other record required by the Agreement.
- Coordinate with LACMTA and its member agencies within the Project area
- Work with LACMTA in a collaborative manner in conducting tasks, roles and responsibilities required by the Agreement.

3. LACMTA

- Lead agency, Project owner and Project manager.
- Outreach activities lead.

- Public “face” of the Project and outreach activities.
- Provide funding and make timely payments as set forth in the Agreement.

Communication

1. Collaborative Effort Protocol

- **Project Team Meetings:** LACMTA will convene internal project team meetings for purposes of overseeing Project management and Project coordination. These are internal and confidential meetings that are only open to Eco-Rapid Transit JPA upon invitation by LACMTA. These meetings are intended to discuss consultant performance, schedules, other activities including draft materials and discussions not to be discussed or disseminated with other parties without the express consent of LACMTA. LACMTA recognizes the value of coordination and Eco-Rapid Transit JPA as a resource in furthering the Project.
- **AGENCY and Participating Agencies** shall limit meeting attendees to necessary participants who actively participate by way of providing useful information for the Project, and serve a vital coordination role during or resulting from the meeting.
- **Formation of Committees to facilitate timely communication and effective decisions:**
 - **Technical Advisory Committee (TAC)** – The LACMTA-led TAC will hold coordinated meetings and regular working group meetings. The TAC consists of task-appropriate managers and technical staff from LACMTA, AGENCY, and Participating Agencies.
 - **Policy and Oversight Committee (POC)** – The POC will provide input to the TAC. The POC will oversee activities to assure the project stays on schedule and milestones are met. The POC will consist of LACMTA’s Senior Executive Officer and Executive Officer, and Eco-Rapid Transit JPA’s Executive Director or Designee(s). Policy direction as needed will be provided by LACMTA’s Chief Planning Officer, and Eco-Rapid Transit JPA’s Executive Director and Designee.

2. Communication Points of Contact

- All communication to LACMTA shall be to both the Project Manager as Project lead and Communications Project Manager as communications lead.
- All communications to AGENCY that are not notices pursuant to the Agreement and/or Eco-Rapid Transit JPA shall be to Eco-Rapid Transit JPA’s Executive Director or designee.

3. Collaborative Working Relationship Established

- Parties acknowledge, understand and agree that a collaborative working relationship promotes the interests of all parties to the Collaborative Effort in achieving common Project goals. Concerns, problems, or conflicts in with regard

to the working relationship in administering the Agreement shall first be communicated to the points of contact above. If still needed, Parties and Participating Agencies will elevate issues to LACMTA's supervising Senior Executive Officer for resolution and advise the points of contact accordingly. This protocol applies to the AGENCY and the Participating Agencies.

Schedule/Timeline

AGENCY and Participating Agencies must coordinate with LACMTA throughout the Project schedule.

Judicious Use of Monies

Parties understand and agree that the monies allocated in this Agreement shall be expended consistent with the terms and conditions of the Agreement. LACMTA reserves the right to reject expenses submitted by AGENCY that it deems out of scope. AGENCY, Participating Agencies and LACMTA will collaborate and agree upon work tasks and receive LACMTA's approval of work before undertaking it to ensure a mutual understanding of judiciously using monies.

Collaborative Effort Scope of Work:

- Pursuant to Item 12D approved by the LACMTA Board of Directors at its September 22, 2016 meeting, AGENCY will provide third party administration services, pursuant to the terms of the Agreement, for the Cities of Artesia, Bell, Bellflower, Bell Gardens, Cudahy, Downey, Huntington Park, Lakewood, Lynwood, Maywood, Paramount, South Gate, and Vernon to participate in the environmental clearance study for the West Santa Ana Branch Transit Corridor, led by Eco-Rapid Transit JPA. AGENCY's third party administration will include the management of the \$700,000 Project funds, as allocated below, to support the Participating Cities' review of environmental documents and technical report deliverables resulting from Project work and participation on the Project Technical Advisory Committee (TAC)/Working Group (WG) in support of the Project. Participating Agencies and LACMTA should collaborate and agree upon appropriate TAC meetings.
- AGENCY and Participating Agencies will perform the AGENCY roles and responsibilities outlined above.

Project Funding Allocation (not to exceed):

	Budget
Gateway Cities COG (AGENCY)	\$100,000
Artesia	\$ 28,000
Bell	\$ 17,000
Bellflower	\$ 44,000
Bellflower – Eco-Rapid Transit JPA	\$298,000
Bell Gardens	\$ 12,000
Cudahy	\$ 22,000
Downey	\$ 24,000
Huntington Park	\$ 28,000
Lakewood	\$ 8,000
Lynwood	\$ 12,000
Maywood	\$ 17,000
Paramount	\$24,000
South Gate	\$ 28,000
Vernon	\$ 28,000
Remaining Funds for AGENCY and LACMTA to mutually determine how to distribute to the above	\$ 10,000
Total	\$ 700,000

ATTACHMENT "B"

**SUBRECIPIENT AGREEMENT
BY AND BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
CITY OF _____
(West Santa Ana Branch Transit Corridor – Environmental Clearance)**

This Subrecipient Agreement (“Agreement”), is made and entered this ___ day of _____, 2019 (“Effective Date”), by and between the Gateway Cities Council of Governments, a California joint powers authority, (“GCCOG”) and the City of _____, a California municipal corporation, (“City”) (individually a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, the GCCOG has entered into a Funding Agreement with the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) as approved by the LACMTA Board of Directors on September 22, 2016, for the GCCOG to provide third-party administration with respect to thirteen GCCOG member cities, including the City, participating in LACMTA’s environmental clearance of the West Santa Ana Branch Transit Corridor (“Project”), to be led by the Eco-Rapid Transit Joint Powers Authority; and

WHEREAS, the Funding Agreement identifies the City as a subrecipient and sets forth a funding allocation for the City with respect to the Project; and

WHEREAS, the Funding Agreement also sets forth a Collaborative Effort framework defining roles and responsibilities of LACMTA, GCCOG, and Participating Agencies, which includes the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. Funding Agreement Incorporated. The Funding Agreement is attached hereto as Exhibit “A” and incorporated by this reference as if fully set forth herein.
3. Term. The term of this Agreement shall be the same as the term for the Funding Agreement. Work performed by city must be performed after October 10, 2016 to be eligible for reimbursement.
4. Requirements. The City shall comply with all requirements for Participating Agencies set forth in Exhibit A to the Funding Agreement.

5. Indemnification. Neither LACMTA nor GCCOG, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the City, its officers, agents, employees, contractors, and subcontractors in connection with the Project. The City shall fully indemnify, defend and hold LACMTA, GCCOG, and their respective officers, agents, and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and claims for damages of any nature whatsoever arising out of the City's acts or omissions in connection with the Project, including, without limitation: (1) use of the funds from the Funding Agreement by the City, its officers, agents, employees, contractors, or subcontractors; or (2) breach of the City's obligations under this Agreement. This indemnification provision shall survive termination of this Agreement.

6. Insurance. Pursuant to the Section V(G) of the Funding Agreement, the City shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons, or damages in property which may arise from on in conjunction with the performance of the work hereunder by the City, its agents, representatives, employees, contractors, or subcontractors. As respects Professional Liability, coverage must be maintained and evidenced provided, for two years following expiration of the Agreement.

A. MINIMUM SCOPE OF INSURANCE: Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability coverage (concurrency form CG0001).

2) Insurances Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

4) Professional Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE: The City shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or Other form with a general aggregate limit is used, the general aggregate limits shall be twice the required occurrence limit of \$2,000,000. Products/ Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.

- 2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4) Professional Liability: \$1,000,000 per occurrence.

C. OTHER INSURANCE PROVISIONS: The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) LACMTA, GCCOG, and their respective subsidiaries, officials and employees are to be covered as additional insured as respects liability arising out of the activities performed by or on behalf of the AGENCY; products and completed operations of the AGENCY; premises owned, occupied or used by the AGENCY; or automobiles owned, leased, hired or borrowed by the AGENCY. The general liability coverage shall also include contractual, personal injury, independent contractors and broad form property damage liability. The coverage shall contain no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.

- 2) For any claims related to this Agreement, insurance provided by the AGENCY shall be primary as respects LACMTA, GCCOG, and their respective subsidiaries, officials and employees. Any insurance or self-insurance maintained by LACMTA shall be in excess of any program of insurance afforded by the AGENCY and shall not contribute with it.

- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to LACMTA, GCCOG, and their respective subsidiaries, officials and employees.

- 4) The program of insurance provided by the City shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 5) Each insurance policy is required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to GCCOG.

- 6) Worker's Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of LACMTA and GCCOG.

- 7) Professional Liability insurance shall be continued, and evidence provided to GCCOG, for two years following termination of this Agreement.

8) Coverage provided for two years in the event of cancellation or non-renewal.

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Notwithstanding anything to the contrary, the insurance requirements contained herein may be met with a program of self-insurance.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with California admitted, or non-admitted carriers approved by the California Department of Insurance. All carriers must have a current A.M. Best's rating of no less than A-VII, unless otherwise approved by GCCOG. This section does not apply to a self-insured agency.

F. VERIFICATION OF COVERAGE

AGENCY shall furnish LACMTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized to attest to validity of coverage and protections afforded LACMTA. All documents are to be received and approved by LACMTA before work commences. If requested by LACMTA, AGENCY shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

7. Termination of Agreement. Either party may terminate this Agreement for any reason, in whole or in part, by giving the other party thirty (30) days' written notice thereof. In the event of early termination, the Parties shall coordinate with LACMTA with respect to any funds owed to either Party pursuant to the Funding Agreement.

8. Amendments. This Agreement may be amended by written agreement of the Parties.

9. Notice. Any notice required to be given or delivered by any provision of this Agreement shall be deposited in any United States Post Office, registered or certified, postage prepaid, addressed as set forth below, and shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours thereafter. Written notice shall be sent to the following addresses, which may be changed by written notice of the Parties:

To Gateway: Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723
Attention: Genny Cisneros

To City: _____

10. Waiver. Waiver by a party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.

11. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

12. No Presumption in Drafting. The parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the Party drafting it or causing it to be prepared shall not apply.

13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

14. Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

15. Litigation/Proceeding Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable fees, costs and expenses, in addition to any other relief to which it may be entitled.

16. Successors. This Agreement shall be binding upon and inure to the benefit of any successor of a Party.

17. Assignment and Delegation. Neither party may assign any rights nor delegate any duties under this Agreement.

18. Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

19. Execution. The legislative bodies of the Parties hereto each have authorized execution of this Agreement, as evidenced by the respective authorized signatures attested below.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed the day and year first written above.

CITY OF _____

By: _____
Title: _____

ATTEST:
City Clerk

By: _____

APPROVED AS TO FORM:

City Attorney

**GATEWAY CITIES COUNCIL OF
GOVERNMENTS**

Fernando Dutra, President

ATTEST:

Nancy Pfeffer, Secretary

APPROVED AS TO FORM

Richard D. Jones, Legal Counsel

EXHIBIT A

FUNDING AGREEMENT BETWEEN
THE GATEWAY CITIES COUNCIL OF GOVERNMENTS AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

DRAFT



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 3, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE LICENSE AGREEMENT (FILE NO. P-101237) BETWEEN THE LOS ANGELES DEPARTMENT OF WATER & POWER AND THE CITY AS PART OF CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2019-35, approving the execution of the license agreement (File No. P-101237) between the Los Angeles Department of Water & Power (LADWP) and the City granting permission to utilize a portion of the linear property to construct and maintain a public linear park, which is also known as CIP 2018-08 Huntington Park Greenway Project (Project);
2. Approve appropriation of \$5,000 from Account No. 111-6010-451.76-05 as part of the Licensee's (City) annual obligation per year for an initial period of five (5) years, at which time the License Fee shall be adjusted upward five percent (5%) annually each year thereafter the initial five years for the remaining term of the agreement;
3. Adopt the final Los Angeles Department of Water & Power approved Project plans; and
4. Authorize City Manager to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City's Parks & Recreation Department received a grant from the State of California Natural Resources Agency (CNRA) that supports projects that aim to reduce greenhouse gases by sequestering carbon, decreasing energy consumption and reducing vehicle miles traveled. The grant's main objective is for the City to convert existing environments into green spaces that improve air and water quality and provide opportunities for walking, biking and recreational purposes.

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE LICENSE AGREEMENT (FILE NO. P-101237) BETWEEN THE LOS ANGELES DEPARTMENT OF WATER & POWER AND THE CITY AS PART OF CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT

December 3, 2019

Page 2 of 3

On November 14, 2017, CNRA publicly announced \$76 million in funding for 39 green infrastructure projects through the state's Urban Greening Program. The City was a recipient of \$4,700,000 for the Huntington Park Greenway Project (Project). The project is a 0.5-mile linear, 6-acre greenway park project that will utilize ten (10) Los Angeles Department of Water and Power (LADWP) parcels to construct the park. The park will be located just south of Salt Lake Park, and encompass Florence Avenue to the north, Santa Ana Street to the south, California Avenue to the east and State Street to the west.

Execution of the lease agreement allows the City to construct the park based on LADWP's approval of the project plans and specifications. The lease agreement terms include the duration, amount of rent that will be paid by the City on an annual basis, consequences for failing to pay the agreed upon amount by the due date, terms of use (purpose for which the property is to be used, and other issues, such as illegal acts committed on the property, or with the item leased), and the responsible party that will maintain the property during the contract term.

In anticipation of LADWP's lease agreement (File No. P-101237), the City Council authorized the solicitation of construction bids. It is staff's recommendation that the City Council authorize the execution of the lease agreement ahead of the award of construction bids.

LEGAL REQUIREMENT

The Lease Agreement between LADWP and the City is a binding contract that outlines the basic details of the lease. It is a preliminary short form document prepared by LADWP's commercial real estate division. LADWP's legal contract conveys the terms to the City on the utilization of a certain portion of the land for park usage and stipulates the specific amount of time in return for payment. The lease agreement outlines all of the aspects of the lease arrangement so that the City understands our rights and obligations under the lease. Formal lease agreements are legally binding on both parties, and breach of the agreement, or failure to uphold the provisions of the agreement, has legal consequences.

FISCAL IMPACT/FINANCING

Execution of LADWP's lease agreement commits the City to an annual payment of \$5,000, as indicated in the agreement (Attachment B). The City is required to pay LADWP Five thousand dollars (\$5,000) per year for the first five years of the agreement. Thereafter, the License Fee shall be adjusted upward five percent (5%) for each year of the remaining term after the first five (5) years.

Staff recommends the appropriation of \$5,000 from Account No. 111-6010-451.76-05 to pay for the current agreed upon lease agreement and subsequently budget and allocate \$5,000 for each of the next four (4) fiscal years.

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE LICENSE AGREEMENT (FILE NO. P-101237) BETWEEN THE LOS ANGELES DEPARTMENT OF WATER & POWER AND THE CITY AS PART OF CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT

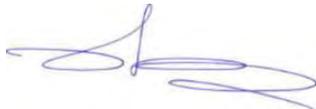
December 3, 2019

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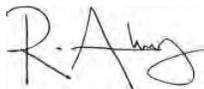
CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
City Manager

A handwritten signature in black ink, appearing to read 'R. Alvarez', with a stylized flourish at the end.

RAUL ALVAREZ
Assistant City Manager

ATTACHMENT(S)

- A. Resolution 2019-35.
- B. LADWP Lease Agreement.
- C. LADWP Approved Project Plans.

ATTACHMENT "A"

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SECTION 2. A certified copy of this Resolution shall be transmitted to LADWP along with the executed lease agreements.

SECTION 3. This Resolution shall take effect immediately upon adoption by the City Council. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 3rd day of December 2019.

Karina Macias, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

ATTACHMENT "B"



CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners

Mel Levine, President

Cynthia McClain-Hill, Vice President

Jill Banks Barad

Susana Reyes

Susan A. Rodriguez, Secretary

Martin L. Adams, General Manager and Chief Engineer

November 22, 2019

Ms. Cynthia Norzagaray
City of Huntington Park, Department of Parks & Recreation
3401 Florence Avenue
Huntington Park, CA 90255

Dear Ms. Norzagaray:

Subject: LADWP File No. P-101237
City of Huntington Park – Linear Park
Transmission Line Right-of-Way No. 15A
Vicinity of Santa Ana Street and California Avenue, Huntington Park, CA
APN's: 6213-033-270, 6213-030-270, 6213-027-270, 6213-024-270,
6213-021-270, 6213-018-270, 6213-015-270, 6213-012-270,
6213-009-270, 6213-006-270

Enclosed are three duplicate original License Agreements (Agreement) which, when fully executed, will give the City of Huntington Park permission to use a portion of the above-referenced properties to construct and maintain a public linear park.

Please sign all three documents and return them to this office.

A fully executed Agreement will be returned to you for your records after further processing.

If you have any questions or need additional information, please contact Ms. Asya Hybarger, Real Estate Officer, by email at asya.hybarger@ladwp.com, or by phone at (213) 202-0511, or you may contact Real Estate Services at (213) 367-0564. All inquiries concerning this matter should reference LADWP File P-101237.

Sincerely,

A handwritten signature in blue ink that reads 'Massoud Saboury For.'.

Massoud Saboury
Director of Real Estate

AH:jc
Enclosures

LICENSE AGREEMENT

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its DEPARTMENT OF WATER AND POWER, (hereinafter referred to as the "Licensor" or "LADWP"), gives permission to the CITY OF HUNTINGTON PARK, a municipal corporation (hereinafter referred to as "Parks and Recreation" or "Licensee"), whose address is 3401 Florence Avenue, Huntington Park, CA 90255, to use certain real property owned by the City of Los Angeles and under the jurisdiction and control of said LADWP to construct, operate, secure and maintain a linear public walking path and park over portions of LADWP's Haynes-Firestone Junction Transmission Line Right-of-Way No. 15A, north of California Avenue between Santa Ana and Walnut Streets, in the City of Huntington Park (hereinafter referred to as "Licensed Area"). The Licensed Area is shown in bold on the drawing marked Exhibit A and in accordance with the development drawing marked Exhibit B, both attached hereto and made a part hereof. The Licensed Area is approximately 5.81 acres. LADWP finds that: (1) the Licensed Area is not presently needed for LADWP purposes; and (2) the grant of a license pursuant to the terms set forth herein (the "License Agreement") will not interfere with LADWP purposes.

THE FOREGOING PERMISSION is given upon and subject to the following terms and conditions:

1. Licensee referenced herein shall pertain to its employees, agents, consultants, contractors, officers, patrons or invitees of Parks and Recreation, or by any other of Parks and Recreations' affiliated entities.
2. The right and permission of Licensee is subordinate to the prior and paramount right of Licensor to use said real property for the public purposes to which it now is and may, at the option of Licensor, be devoted. Licensee undertakes and agrees to use said real property and to exercise its permission under this License Agreement jointly with Licensor, and will at all times exercise the permission herein given in such manner as will not interfere with the full use and enjoyment of said Licensed Area by Licensor.
3. The parties acknowledge and agree that Licensor maintains jurisdiction and control over the Licensed Area for current and future water and power utility purposes and the Licensor may need to terminate this License Agreement for future utility upgrades or facilities. Licensor shall use reasonable effort to plan and locate any

future utility facilities so as to minimize disturbance to Licensee's improvements and use of the Licensed Area. Additionally, Licensor shall notify and coordinate with Licensee prior to commencing any non-emergency work on the Licensed Area. If Licensor is unable to reasonably plan its proposed utility facilities around Licensee's improvements and uses and anticipates having to repossess and use the Licensed Area for planned utility facilities, in accordance with Section 9 and 10 below, Licensor shall notify Licensee of Licensor's plans not less than sixty (60) days prior to Licensor's proposed termination of this License Agreement.

4. This License Agreement shall commence on _____ and terminate twenty five (25) years thereafter. "Effective Date" for commencement of this License Agreement shall mean the first date upon which all of the following shall have occurred: (1) this Agreement has been signed by the person authorized by the Board of Water and Power Commissioners to sign on its behalf and also signed by the person authorized by the Licensee and City Council; and (2) the Office of the Los Angeles City Attorney has indicated in writing its approval of this License Agreement as to form.
5. Upon commencement of this License Agreement, in addition to Licensee's obligation in Section 31, Licensee agrees to pay to Licensor the sum of five thousand (\$5,000) dollars (License Fee) per year for initial five (5) years term of this License Agreement.

License Fee shall be adjusted upward five (5) percent for each year of the remaining term after the first five (5) years.

All payments shall be made yearly, payable in advance by the 1st day of _____, of each year of said term.

All License Fee payments subsequent to the initial payment shall reference LADWP File P-101237, and be sent to the following address:

Los Angeles Department of Water and Power
Billing Project and Claims
P.O. Box 51212, Room 450
Los Angeles, CA 90051

6. If Licensee fails to pay the License Fee in full within forty five (45) days after it is due, Licensee is in default and Licensor may terminate the License Agreement; provided, however, that Licensor may not terminate this License Agreement until it has given Licensee written notice of non-receipt of the License Fee and forty five (45) days thereafter to make such license fee payment. Licensee shall pay Licensor a late charge of ten (10) percent of the amount due, plus interest on all overdue license fee amounts at a rate of ten percent per annum. By this provision, Licensor does not waive the right to insist on payment of the License Fee in full on the day it is due.

If any check offered by Licensee in payment of License Fees or any other amount due under this License Agreement is returned for any reason other than that caused by Licensor's negligence, Licensee shall pay to Licensor a check-return processing charge in the amount of \$50.

7. In the event Licensee remains in possession of the Licensed Area after the expiration or other termination thereof, whether with the apparent consent of the Licensor or without the consent of the Licensor, Licensee shall become a Licensee for month to month only and License Fees and other monetary sums due hereunder shall be made in the amount of One Hundred Twenty Five percent (125%) of the license fee payable for the last year of the twenty five (25) year term (or if prior to the expiration of the twenty five year term, the last License Fee payable under this License Agreement) and such month to month use of the Licensed Area shall be subject to every other provision contained herein and such use shall continue unless terminated by Licensor or Licensee giving the other at least thirty (30) days prior written notice of termination of the License Agreement. The foregoing provisions of this Section are in addition to and do not affect the right of re-entry or any right of Licensor hereunder or as otherwise provided by law, and in no way shall such provision affect any right which the Licensor may have to recover damages from Licensee for loss or liability incurred by Licensor resulting from such failure or refusal of Licensee to surrender the Licensed Area. Nothing contained in this Section shall be construed as consent by Licensor to any holding over by Licensee and Licensor expressly reserves the right to require Licensee to surrender possession of the Licensed Area to Licensor as provided in this License Agreement upon the expiration or other termination of same. In all other respects, the use shall be governed by the provisions of this License Agreement.

8. Notices

- a. All notices from one party to the other given pursuant to the terms of this License Agreement under the laws of the State of California, including but not limited to notice under the provisions of Section 1161 of the California Code of Civil Procedure, shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, postage prepaid, and addressed to Licensee or Licensor at the addresses respectively specified below or to such other place as Licensee or Licensor may from time to time designate in a written notice to the other; or, in the case of Licensee delivered to Licensee at the Licensed Area or at any place where Licensee or any agent or employee of Licensee may be found. Licensee hereby agrees that service of notice in accordance with the terms of this License Agreement shall be in lieu of the methods of service specified in Section 1161 of the California Code of Civil Procedure. The provisions of subdivision (a) of Section 1013 of the California Code of Civil Procedure, extending the time within which a right may be exercised or an act may be done, shall not apply to a notice given pursuant to this License Agreement.

b. Notice to Licensor:

Los Angeles Department of Water and Power
Director of Real Estate
Real Estate Services
221 N. Figueroa Street, Suite 1600
Los Angeles, CA 90012
(213) 367-0564

Notice to Licensee:

City of Huntington Park
Ms. Cynthia Norzagaray
3401 Florence Avenue
Huntington Park, CA 90255
(323) 584-6216

- c. Licensee shall notify Licensor of any changes in Licensee's mailing address and daytime telephone number within ten (10) days of changes.
9. Regardless of the manner or duration of use or occupancy of said Licensed Area by Licensee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Licensee, this License may be terminated by Licensor in the event that Licensee defaults with respect to the terms, conditions, or covenants of the License; or in the event the Board of Water and Power Commissioners determine that the operations of LADWP or the public interest require such termination.
10. In the event this License Agreement is terminated by the Board of Water and Power Commissioners determination that the operations of LADWP or the public interest require such termination, Licensor shall give Licensee sixty (60) days written notice of such termination.
11. Upon the expiration or termination of this License Agreement, Licensee shall surrender the Licensed Area in a neat, clean and orderly condition. Licensee shall complete restoration of the Licensed Area to its original condition or better prior to termination of this License Agreement. Restoration of the Licensed Area shall include, but not be limited to, removal of all of the Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements unless otherwise instructed in writing by Licensor. Licensee shall call LADWP's Real Estate Services at (213) 367 0564 to make arrangements for a site inspection of Licensee's improvements on the Licensed Area in order to determine which improvements, if any, will be allowed to remain. All improvements allowed to remain shall become the property of the Licensor. This obligation shall survive the termination of this License Agreement.

Upon expiration or termination of this License Agreement, Licensor will expeditiously conduct an inspection of the Licensed Area to determine if restoration has been completed by Licensee. If Licensor determines that restoration has not been completed upon expiration or termination of this License Agreement, Licensor may restore said Licensed Area entirely at the risk and expense of the Licensee. Licensor will bill Licensee for the cost of said restoration, and Licensee shall promptly pay Licensor for the restoration costs. This provision shall survive the termination of this License Agreement.

- 12.** All work completed, pursuant to the terms of this License Agreement, shall be completed in accordance with the terms and conditions specified in ordinances, statutes, permits, and regulations governing such instances; and the provisions of such ordinances, statutes, permits, and regulations are, by reference, made a part hereof as though incorporated verbatim herein.
- 13. a.** Licensee has inspected the Licensed Area, knows the condition thereof, and on behalf of itself and its successors, assigns, and sub-licensees undertakes and agrees to indemnify and hold harmless the City of Los Angeles ("City"), the LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of its officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Licensor, defend by counsel satisfactory to the Licensor, the Indemnitees from and against any and all liens and claims of liens, suits, causes of action, claims, administrative proceedings, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to Licensee's employees, customers, invitees and agents, or persons who enter onto the Licensed Area, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incidental to, or connected in any manner to: 1) this License Agreement; 2) the Licensed Area; or 3) the acts or omissions of Licensee or its officers, employees, contractors, agents, or invitees, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of LADWP. This indemnify shall apply whether occurring during the term of this License Agreement and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this License Agreement.

b. Licensee on behalf of itself and its successors, assigns, and sub-licensees further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Licensor, defend by counsel satisfactory to the Licensor, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, administrative proceedings, charges, damages, demands, judgments, civil fines, penalties, (including but not limited to costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal,

repair, cleanup, restoration, remediation, penalties and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Licensee's employees and agents, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Licensee of any term and/or condition of this License Agreement, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Licensee or its personnel with respect to the Licensed Area covered under this License Agreement, on the part of the Licensee, or the Licensee's officers, agents, invitees, employees, sub-licensees, or contractors or sub-contractors of any tier, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of LADWP. This indemnity shall apply whether occurring during the term of this License Agreement and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this License Agreement.

14. Licensee shall neither hold Licensor liable for nor seek indemnity from Licensor for any damage to the Licensee's equipment and/or improvements due to future construction or reconstruction by Licensor within the Licensed Area. Licensor shall notify Licensee of any pending construction by Licensor to enable Licensee to protect its equipment and/or improvements.
15. Licensee shall pay for all materials placed upon, joined, or affixed to said Licensed Area by or at the instance of Licensee, shall pay in full all persons who perform labor upon said Licensed Area at the instance of Licensee, and shall not cause or permit any liens of any kind or nature to be levied against said Licensed Area for any work completed or materials furnished thereon at the instance or request of Licensee. Licensee shall provide Licensor notice in writing of any liens levied against the Licensed Area. Licensee shall have fifteen (15) days to cause the removal of any such liens and if such liens are not removed, Licensor may pay any amount owed and cause their removal. Licensor shall bill the Licensee for the amount paid out by Licensor in removing such liens. Licensee shall have fifteen (15) days to repay the funds expended by Licensor necessary to remove such lien. Failure to comply with the requirements of this Section shall be considered a default and Licensor shall have the right but not the obligation to terminate this License Agreement. The exercise by Licensor of its right to terminate under this Section shall not be construed as a waiver of any of its right to any other remedy or lawful action to recover funds paid by Licensor.
16. Assignment and Subletting. Licensee may not sublease, assign, or otherwise transfer all or any part of its interest in this License Agreement or the Licensed Area without the prior written consent of LADWP's Director of Real Estate.

17. PREVAILING WAGES

- a. To the extent applicable Licensee shall pay or cause to be paid to all workers employed in connection with the construction of the improvements, not less than the prevailing rates of wages, as provided in the statutes applicable to City public work contracts, including without limitation Sections 1770-1780 of the California Labor Code.
- b. If federal funds were at any time used in the acquisition of this land or will be used in connection with the construction of any improvements, Licensee shall comply with or cause its general contractor and all 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 periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010). In the event both State Prevailing wages and Davis-Bacon Act wages will be required, all works shall be paid at the higher of the two wages.
- c. Prior to the commencement of construction, and as soon as practicable in accordance with any applicable Schedule of Performance, Licensee shall contact the Licensor to schedule a preconstruction orientation meeting with Licensee and with the general contractor to explain such matters as the specific rates of wages to be paid to workers in connection with the construction of the improvements, preconstruction conference requirements, record keeping and reporting requirements necessary for the evaluation of Licensee's compliance with this Section.
- d. Licensee shall monitor and enforce any applicable prevailing wage requirements imposed on its contractors and subcontractors, including withholding payments to those contractors or subcontractors who violate these requirements. In the event that Licensee fails to monitor or enforce these requirements against any contractor or subcontractor, Licensee shall be liable for the full amount of any underpayment of wages, plus costs and attorney's fees, as if Licensee was the actual employer, and the City of Los Angeles or the State Department of Industrial Relations may withhold monies owed to Licensee, may impose penalties on Licensee in the amounts specified herein, may take action directly against the contractor or subcontractor as permitted by law, and/or may declare Licensee in default of this License Agreement and thereafter pursue any of the remedies available under this License Agreement.
- e. Licensee agrees to include, or cause to be included, the above provisions in all bid specifications for work covered under this License Agreement.
- f. Licensee shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Licensor) the Indemnitees against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Licensee, its contractor and

subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq. and implementing regulation or comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the improvements or any other work undertaken or in connection with the Licensed Area.

- g.** California Code of Regulations, Title 8, Section 2700 defines “qualified electrical workers” as “a qualified person who by reason of a minimum of two years of training and experience with high-voltage circuits and equipment and who has demonstrated by performance familiarity with work to be performed and the hazards involved,”. At all times during installation, replacement, and/or maintenance of any improvement authorized within LADWP TLRW, Licensee shall have at least one qualified electrical worker on site to observe said work and ensure all CAL OSHA required safety protocols are followed.

- 18.** Licensee acknowledges that Licensee is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other provisions of law upon the expiration or termination of this License Agreement.

19. INSURANCE

- a. Additional Insured Status Required**

Licensee shall procure at its own expense, and keep in effect at all times during the term of this License Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page, Attachment A. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its LADWP, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as additional insureds, against the area of risk described herein as respects Licensee's acts or omissions in its performance of this License Agreement, use and occupancy of the Licensed Area hereunder or other related functions performed by or on behalf of Licensee. Such insurance shall not limit or qualify the liabilities and obligations of the Licensee assumed under the contract.

- b. Severability of Interests and Cross Liability Required**

Each specified insurance policy shall contain a Severability of Interest and Cross Liability Endorsement which shall also apply to liability assumed by the insured under this License Agreement with the City of Los Angeles.

- c. Primary and Non-Contributory Insurance Required**

All such insurance shall be Primary and Noncontributing with any other insurance held by LADWP where liability arises out of or results from the negligent acts, errors, or omissions of Licensee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Licensee. Any insurance carried by LADWP which may be applicable shall be deemed to be excess insurance and

the Licensee's insurance is primary for all purposes despite any conflicting provision in the Licensee's policies to the contrary.

d. Proof of Insurance for Renewal or Extension Required

Licensee shall provide evidence of the required insurance at least ten (10) days after the expiration date of any of the policies required on the attached Contract Insurance Requirements page showing that the insurance coverage has been renewed or extended and shall be filed with LADWP.

e. Submission of Acceptable Proof of Insurance and Notice of Cancellation

Licensee shall provide proof to LADWP's Risk Manager of all specified insurance and related requirements either by use of LADWP's own endorsement form(s) or by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager. The documents evidencing all specified coverages shall be filed with LADWP prior to Licensee beginning operations or occupying the Licensed Area hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for LADWP, and the insurance carrier's name. It shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to LADWP's Risk Management at least thirty (30) calendar days prior to the Effective Date thereof. The notification shall be sent by registered mail to: Risk Management Section – Room 465, Los Angeles Department of Water and Power, Post Office Box 51111, Los Angeles, California 90051-0100.

f. Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Licensee shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with a retroactive Effective Date to the policy in place at the inception of the License Agreement with the same limits, terms and conditions of the expiring policy.

g. Failure to Maintain and Provide Proof as Cause for Termination

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which LADWP may immediately terminate or suspend this License Agreement.

h. Sub-Contractor Compliance

Licensee shall be responsible for all sub-contractor's and sub-licensee's compliance with the insurance requirements of this License Agreement.

i. Specific Insurance Requirements

See Attachment A, "Contract Insurance Requirements," attached hereto and made a part hereof.

20. Licensee hereby acknowledges that this License Agreement is a license only and does not constitute a lease of, invitation or obligation to lease, or any present or future interest in real property.
21. Licensee, by executing this License Agreement and accepting the benefits hereof, understands that a property right pursuant to applicable ordinances and codes under tax law, may be created known as "possessory interest" and may be subject to property taxation. Licensee will be responsible for payment of any property taxes upon such right. Licensee herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided.

For information about a specific Possessory Interest assessment, please contact the Assessor's Office, Possessory Interest Section at (213) 974-3108, Los Angeles County Assessor, c/o Possessory Interest Section, Room 180, 500 West Temple St., Los Angeles, CA 90012, or via the internet at <http://assessor.lacounty.gov/extranet/overview/possint.aspx>.

22. Licensee is hereby notified that facilities of other licensees of Licensor may exist on the Licensed Area. Licensee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all such installations. Licensor and any of its licensees will take reasonable precautions and actions to avoid infringement, interference, or damage to Licensee's equipment and/or improvements. Licensee shall be responsible for the identification and protection of the existing facilities during construction of approved improvements. Licensee shall provide reasonable access to any other licensees, users, or easement holders.
23. Licensee shall be responsible for the training of its personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment, and the handling and disposal of hazardous materials and wastes in connection with the permission herein given.
24. Storage of flammable liquids is not permitted within the Licensed Area.
25. Removal bollards shall have interlocks between LADWP and Licensee.
26. No structures shall be installed within the Licensed Area without prior approval of LADWP.
27. During and upon termination of the License Agreement for whatever reason, the Licensee shall be responsible, to the extent caused by or introduced onto the Licensed Area as a result of the use of the Licensed Area by Licensee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance

on, under, or about the Licensed Area, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C. §§9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C. §§6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 U.S.C. §§1251 et. seq.]; the Toxic Substances Control Act [15 U.S.C. §§2601 et. seq.]; the Hazardous Materials Transportation Act [49 U.S.C. §§5101 et. seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C. §§136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C. §§9601 et. seq.]; the Clean Air Act [42 U.S.C. §§7401 et. seq.]; the Safe Drinking Water Act [42 U.S.C. §§300f et. seq.]; the Solid Waste Disposal Act [42 U.S.C. §§6901 et. seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C. §§1201 et. seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C. §§11001 et. seq.]; the Occupational Safety and Health Act [29 U.S.C. §§651 et. seq.]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et. seq.]; the Carpenter-Presley-Tanner Hazardous Substances Account Act [H&SC §§25300 et. seq.]; the California Hazardous Waste Control Act [H&SC §§25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC §§25249.5 et. seq.]; and the Porter-Cologne Water Quality Control Act [Wat.C. §§13000 et. seq.] together with any amendments of, or regulations promulgated under the statutes cited above, and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Licensed Area, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of Licensor and any governmental body having jurisdiction there over.

28. "As Constructed" drawings showing all plans and profiles of the Licensee's improvements shall be furnished to the Los Angeles Department of Water and Power, Attn. Director of Real Estate, 221 N. Figueroa Street, Suite 1600, Los Angeles, CA 90012 within five (5) days after completion of Licensee's improvements.
29. If Licensor determines at any time that Licensee's efforts are hazardous or detrimental to Licensor's Transmission Line Right-of-Way (TLRW), Licensor shall have the right to immediately terminate said construction, and, if necessary, to terminate the License Agreement.
30. Licensee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given. Licensee shall not use any existing utility system prior to the transfer of financial responsibility to Licensee with the appropriate utility company supplying existing service.
31. Licensee shall not use Licensor's property to satisfy any zoning demands, zoning variances, open space or parking requirements, or any other governmentally imposed conditions for building plans and permits.
32. At Licensee's expense, Licensee shall be responsible for obtaining all required permits (e.g. conditional use permits or other entitlements) and environmental review

necessary to develop and use the Licensed Area for the uses or purposes permitted under this License Agreement.

33. Licensee shall be responsible for the operation, security and maintenance of the Licensed Area; and said Licensed Area shall be kept in a neat and clean condition, including landscaping and parkways between fences and public streets. Licensee shall further be responsible for all brush clearance activities on the Licensed Area. Licensee will at all times remain in compliance with brush clearance requirements of the City of Huntington Park Municipal Code, or as directed by the LADWP. All vehicular access shall be restricted to any of the towers.
34. Licensor shall not be liable for any damage to vehicles or improvements resulting from Licensor's operation and maintenance and from any construction or reconstruction of Licensor's TLRW.
35. Licensee shall take all necessary measures to minimize disturbances to neighboring businesses or nearby residences and shall assume the responsibility of resolving any complaints/disputes from adjacent property owners or the public, arising out of Licensee's use and enjoyment of the Licensed Area. Any inquiries or complaints brought to the attention of Licensor shall be directed to the Licensee's Director of Parks and Recreation (323) 584-6216.
36. Licensee must post and maintain on site the required signage, which includes but not limited to the following information, at a designated location approved by Licensor:
 - a. Licensee's 24-hour contact name
 - b. Licensee's 24-hour phone number
 - c. License Agreement Number
37. Signs shall be posted prohibiting the use of balloons, drones, kites, and other recreational flying objects in the LADWP TLRW, as this poses a hazard to the public. See sample Exhibit C.
38. Licensee hereby acknowledges the LADWP TLRW are integral components of the transmission line system, which provides electric power to the City of Los Angeles and other local communities. Their use is under the jurisdiction of the Federal North American Electric Reliability Corporation (NERC). Safety and protection of critical facilities are the primary factors used to evaluate secondary land use proposals. The rights-of-way serve as platforms for access, construction, maintenance, facility expansion and emergency operations. Therefore, the Licensee's proposed use may from time to time be subject to temporary disruption caused by such operations.
39. No improvements or construction activities of any kind whatsoever, except for the improvements noted in plans stamped "Reviewed and Accepted by Power System Right-of-Way Engineering on November 13, 2019" (Exhibit B), or as authorized in

the field in writing by LADWP personnel, will be allowed within the Licensed Area or LADWP TLRW without the prior written approval of the LADWP.

40. Licensee shall notify LADWP's Transmission Construction and Maintenance Business Group at (818) 771-5014, or (818) 771-5076, at least fourteen (14) days prior to the start of any construction activities in the TLRW.
41. No equipment over fourteen (14) feet high shall be used near the LADWP transmission lines without the prior written permission of the LADWP. Additionally, Equipment higher than fourteen (14) feet will require submittal of a Conductor Survey to the LADWP Transmission Engineering Group to ensure clearances meet CPUC, General Order No. 95.
42. Grading activity resulting in a vertical clearance between the ground and the transmission line conductor elevation less than thirty five (35) feet or as noted in the State of California, PUC, General Order No. 95 within the LADWP TLRW is prohibited.
43. Ground cover for all below grade utilities shall not be less than four (4) feet. All landscaping shall be maintained at the sole expense of the Licensee.
44. All aboveground metal structures including, but not limited to, pipes, drainage devices, fences, and bridge structures located within or adjoining the right-of-way shall be properly grounded, and shall be insulated from any fencing or other conductive materials located outside of the right-of-way. For safety of personnel and equipment, all equipment and structures shall be grounded in accordance with State of California Code of Regulations, Title 8, Section 2941, and National Electric Code, Article 250.
45. LADWP standards do not allow any permanent structures to be located within LADWP's TLRW. Nonpermanent shade structures, including playground and park equipment made of non-combustible material with a maximum height limit of 12-feet shall be considered, however, the 15-foot horizontal clearance shall apply for permanent structures. Climbable boulders, rocks, logs and removable benches are not considered permanent structures.
46. The Licensed Area, if graded, must be graded to drain to an approved drainage facility. Ponding or flooding conditions shall not be allowed, especially around the transmission towers. All drainage shall flow off the right-of-way.
47. Licensee shall maintain a minimum 20-foot wide ramp for the roadways (patrol roads) from the pavement to the ground surface.
48. A permanent, unobstructed 14-foot wide roadway (patrol road), accessible at all times by LADWP maintenance personnel shall be maintained. Additional 3-feet on either side may be required. These 20-feet will be used for heavy duty trucks and should withstand the American Association of State Highway and Transportation Officials' vehicular loading H20-44 or HL-93. The roadway (patrol road) must remain

open and unobstructed, excluded from any watering, and kept as dry as possible at all times. LADWP is not responsible for any items/plants within this 20-foot roadway (patrol road) that may be damaged during operation.

49. An area at least 50-feet around the base of each tower must remain open and unobstructed for necessary maintenance. Maintenance roads, pathways, and trails shall be designed to withstand the American Association of State Highway and Transportation Officials' vehicular loading H-20-44 or HL-93.
50. All transmission towers located within the confines of the Licensed Area and proposed park uses shall be fenced or equipped with anti-climbing hardware to prevent kids/public from climbing. The Licensee's Department of Recreation and Parks shall include this work in their scope of work and design. Licensee shall provide plans showing details of anti-climbing hardware installation on and around towers. Licensee shall pay Licensor for the installation of anti-climbing hardware. The estimated cost per installation is three thousand five hundred (\$3,500).
51. Picnic tables, chess tables, fitness area, benches, and other similar improvements, shall be constructed of nonflammable materials.
52. Landscape plant growth shall not exceed fifteen (15) feet in height. Height may be restricted in certain locations due to proximity to the power lines. Large shrubs shall not be planted under the transmission drip line or within 20-feet adjacent to the drip lines. Licensee shall maintain all shrubs below the 15-foot height requirement as stated in LADWP's 2019 Transmission Vegetation Management Program and submit a maintenance schedule for tree trimming. The installation and maintenance of any irrigation system shall be at no expense to LADWP. All waterlines shall be buried at a minimum depth of 24 inches where they cross the patrol road.
53. No grading shall be conducted within the LADWP TLRW without prior written approval of the LADWP.
54. If any excavations are required, utility agencies within the proposed excavation sites shall be notified of impending work. Licensee shall be responsible for coordinating the relocation of utilities, if any, within the project boundaries. Before commencing any excavations, contact Underground Service Alert of Southern California (a.k.a. DigAlert).
55. Licensee, its employees, agents, contractors, invitees or others shall not at any time, physically access, climb upon, build or attach on, or in any way modify LADWP's transmission tower.

In the event of damage to any transmission line tower, line or other facility, Licensor must be notified immediately. LADWP personnel will conduct an assessment and appropriate measures to find out the extent of the damage. Licensee agrees to reimburse Licensor for the actual cost to repair the facilities. The actual cost for each incident includes expenses for Real Estate, Transmission Construction and Maintenance, Transmission Engineering, Right-of-Way Engineering, Structural

Engineering, LADWP Shops, equipment usage, customized materials, and procurement processing.

56. Licensee shall access LADWP property and facilities by conforming to LADWP security and operational procedures and shall take reasonable precautions to prevent unauthorized ingress and egress to LADWP property.
57. There is expressly reserved unto LADWP and unto all authorized employees of said LADWP the right of continuous access.
58. Licensee shall not place any equipment or improvements within the TLRW except for those approved in writing by Licensor. Licensee shall obtain written approvals for changes or additions to said equipment or improvements prior to the construction of such changes or additions. Detailed drawings showing the proposed changes shall be submitted to LADWP's Real Estate Services not less than sixty (60) days before the date of any proposed change or addition. Licensor shall sign and date the drawings, which will then become a part of the License Agreement. Unapproved equipment or improvements found on the Licensed Area may be considered a breach of the License Agreement.
59. During construction of Licensee's facilities, access across LADWP property shall be between the hours of 8:00 a.m. through 4:00 p.m., Monday through Friday.
60. During the term of this License Agreement, Licensee shall comply with Los Angeles Municipal Code Section 121, relating to water conservation as to the property.
61. Licensee agrees that this License Agreement will not be recorded.

62. Laws, Rules, and Regulations

- a. Licensee shall be, at its sole cost and expense, solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.
 - b. Licensee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and or conditions.
63. Licensee hereby acknowledges receipt of an information package consisting of:
- a. Understanding EMF – Electric Magnetic Fields, Exhibit D, attached hereto and made a part hereof.
 - b. Additional Information pertaining to EMF can be obtained via the Internet at: <http://www.ladwp.com/ladwp/cms/ladwp004154.jsp>.
 - c. Best Management Practices: A Water Quality Field Guide for Nurseries.

Licensee undertakes and agrees to distribute all the information in said package to all contractors and personnel working under Licensee's direction and/or control.

64. Standard Conditions for Construction, as shown on Exhibit E, attached hereto and made a part hereof, are incorporated as terms of this License Agreement and unless otherwise specified herein, Licensee shall comply with these conditions.

65. **TAXES:** Licensee shall be responsible for and cause to be paid any taxes that may be assessed on the Licensed Area. The County Assessor may value the possessory interest created by this License Agreement. Under California Revenue and Taxation Code section 107.6, a property interest tax may be levied on that possessory interest. Licensee shall be obligated to pay or cause to be paid by its contractors this property tax, and failure to do so may be considered a material breach of the License Agreement.

66. CERTIFIED ACCESS SPECIALIST DISCLOSURE AND ACCESSIBILITY REQUIREMENTS

a. Licenser hereby advises Licensee that the Licensed Area has not undergone an inspection by a certified access specialist. The following disclosure is hereby made pursuant to applicable California law: "A Certified Access Specialist (CASp) can inspect the Licensed Area and determine whether the Licensed Area complies with all of the applicable construction-related accessibility standards under state law. Although State law does not require a CASp inspection of the Licensed Area, the commercial property owner or Licenser may not prohibit the Licensee or tenant from obtaining a CASp inspection of the Licensed Area for the occupancy or potential occupancy of the Licensee or tenant, if requested by the Licensee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." [Cal. Civ. Code Section 1938(e)].

b. Licenser shall have no liability or responsibility to make any repairs or modifications to the Licensed Area in order to comply with state or federal (ADA) accessibility standards. Any CASp inspection shall be conducted at Licensee's sole cost and expense, shall be in compliance with reasonable rules in effect at the Licensed Area with regard to such inspections and shall be subject to Licenser's prior written consent.

67. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this License Agreement is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- a. Licensee shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City of Los Angeles. In performing this License Agreement, Licensee shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- b. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this License Agreement by reference.
- c. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this License Agreement by reference and will be known as the "Equal Employment Practices" provisions of this License Agreement.
- d. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this License Agreement by reference and will be known as the "Affirmative Action Program" provisions of this License.

Any subcontract entered into by Licensee for work to be performed under this License Agreement must include an identical provision.

68. This License Agreement is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Equal Benefits Provisions") related to equal benefits to employees. Licensee agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to Section 10.8.2.1.c and 10.8.2.1f of the Los Angeles Administrative Code, the failure of Licensee to comply with the Equal Benefits Provisions of this License Agreement may be deemed to be a material breach of this License Agreement. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Licensee. Upon a finding duly made that Licensee has failed to comply with the Equal Benefits Provisions of this License Agreement, this License Agreement may be forthwith terminated.
69. CHILD SUPPORT ASSIGNMENT ORDERS. This License Agreement is subject to Section 10.10, Article 1, Chapter 1, Division 10, as amended, of the Los Angeles Administrative Code related to Child Support Assignment Orders. Said ordinance is incorporated by reference as though fully set forth herein. Failure to comply with this ordinance shall constitute a default of the License Agreement subjecting the License Agreement to termination where such failure shall continue for more than 90 days after such notice of such failure to Licensee by Licensor or City of Los Angeles.
70. This License Agreement shall be interpreted, governed by, and construed under the laws of the State of California and venue shall lie in the County of Los Angeles.

71. The parties do not intend to create rights in or grant remedies to any Third Party as a beneficiary of this License Agreement or of any duty, covenant, obligation, or undertaking established under this License Agreement.
72. Any waiver at any time by either party of its rights with respect to a default under this License Agreement, or with respect to any other matter arising in connection with this License Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay in assessing or enforcing any right, shall not be deemed to be a waiver of such right, provided that all applicable statutory periods of limitation shall apply.
73. Upon the Effective Date of this License Agreement, Licensee agrees to accept possession of the Licensed Area in its existing "AS IS" condition, including, but not limited to, all patent and latent defects and subject to all applicable laws, ordinances and regulations governing and regulating the use of the Licensed Area and any recorded covenants, conditions, restrictions, easements, encroachments, licenses or right-of-ways. Licensee has had the opportunity to inspect the Licensed Area and Licensors makes no representation or warranties with respect to the condition of the Licensed Area, the uses that may be permitted thereon, or any patent or latent defects. Licensee shall be solely responsible for ensuring that the Licensed Area is suitable and in the condition needed for Licensee's uses, including removal of any obstructions or encroachments. Licensee shall comply with any and all applicable laws and regulations in putting the Licensed Area in the condition necessary for its uses and to comply with the terms of this License Agreement. In the event Licensee determines that Licensed Area is not suitable or cannot be made suitable for its intended uses, Licensee may terminate this License Agreement in accordance with the terms and processes set forth in Section 2 above.

SIGNATURE PAGE FOLLOWS

Date _____

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By: _____

MARTIN L. ADAMS
General Manager and Chief Engineer

Date: _____

And: _____

SUSAN A. RODRIGUEZ
Secretary

LICENSOR

CITY OF HUNTINGTON PARK

By _____

RICARDO REYES
City Manager

LICENSEE

ANDREW C. KENDALL
Senior Assistant General Manager
Power System Construction,
Maintenance and Operations

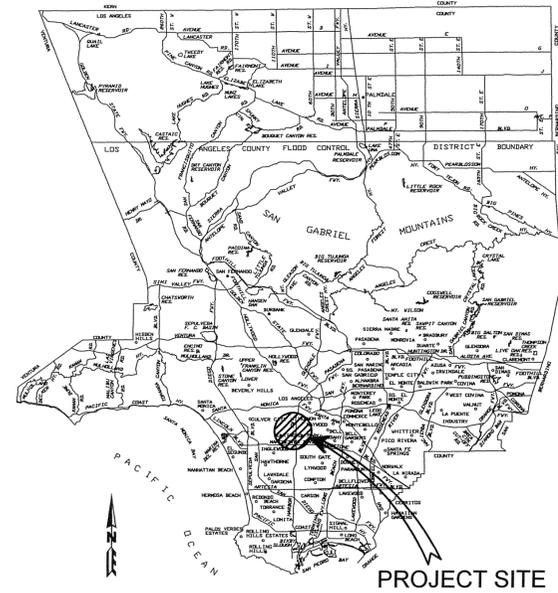
ATTACHMENT "C"



HUNTINGTON PARK

Public Works and Engineering Department

HUNTINGTON PARK LINEAR GREENWAY PROJECT CIP NO. 2018-08



LOCATION MAP
NOT TO SCALE

DWG. NO.	DESCRIPTION
CIVIL ENGINEERING	
C-1	TITLE SHEET
C-2	GENERAL NOTES, LEGEND AND ABBREVIATIONS
C-3 TO C-5	DEMOLITION PLAN
C-6 TO C-8	GRADING PLAN
C-9 TO C-10	HORIZONTAL CONTROL PLAN
C-11	HORIZONTAL CONTROL PLAN & HORIZONTAL CONTROL DATA TABLES
C-12	HORIZONTAL CONTROL DATA TABLES
C-13 TO C-15	IMPROVEMENT PLAN
C-16	TYPICAL SECTIONS AND DETAILS
C-17	TRAFFIC STRIPING, MARKING AND SIGNING PLAN
C-18	LIGHTING PLAN
LANDSCAPE ARCHITECTURE	
LC-1 TO LC-3	LANDSCAPE CONSTRUCTION PLANS
LC-4	LANDSCAPE CONSTRUCTION DETAILS
LP-1 TO LP-3	LANDSCAPE PLANTING PLANS
LI-1 TO LI-3	LANDSCAPE IRRIGATION PLANS
LI-4	LANDSCAPE IRRIGATION DETAILS

TOTAL SHEETS = 29

PROJECT UTILITY CONTACTS:

AT&T	714-963-7964
JOSEPH FORKERT	joef@forkertengineering.com
CALIFORNIA WATER SERVICE	323-263-4145
PHILIP DELGADO	pdelgado@calwater.com
CENTRAL BASIN MWD	323-201-5528
JACQUE KOONTZ	jacquek@centralbasin.org
CITY OF VERNON	323-583-881
JOSE LUGO	
CITY OF VERNON - GAS	323-583-8811
ANTHONY SERRANO	aserrano@ci.vernon.ca.us
CROWN CASTLE - LA & VEN	888-632-0931
REBECCA CALDWELL	fiber.dig@crowncastle.com
LEVEL 3 COMMUNICATIONS	877-366-8344
AREA REPRESENTATIVE	relo@level3.com
MCI (VERIZON BUSINESS)	469-886-4238
DEAN BOYERS	investigations@verizon.com
SC GAS - HUNTINGTON PARK	310-687-2026
JASON JONES	jones4@semprautilities.com
SOUTHERN CALIFORNIA EDISON - DISTRIBUTION	
DESIGN SUPPORT/UND	
SOUTHERN CALIFORNIA EDISON - TELECOMMUNICATIONS	
DESIGN SUPPORT/UND	
SOUTHERN CALIFORNIA EDISON - TRANSMISSION	
DESIGN SUPPORT/UND	
SOUTHERN CALIFORNIA EDISON	909-329-9445
GILBERT ACEVES	maprequests@scce.com
TESORO REFINING & MARKETING CO	714-880-1655
ANDEAVOR THIRD PARTY REQUESTS	
TORRANCE LOGISTICS CO/PBF ENERGY	310-625-3886
ADRIANE SIMON	adriane.simon@pbfenergy.com
UTILIQUEST 4 CHARTER COMM - IRWINDALE	626-430-3335
GEORGE ALVAREZ	
UTILIQUEST FOR CHARTER	626-855-3349
JEFF FLACO	jeff.flaco@charter.com
ZAYO FNA ABOVENET	443-403-2023
GEORGE HUSS	george.huss@zayo.com



LEGEND:
 PROJECT LOCATION
 CITY LIMIT

VICINITY MAP
NOT TO SCALE

TG: PAGE 704
GRIDS B1 & B2

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: DN DATE: 11/13/19

PROFESSIONAL ENGINEER'S NOTE:

THE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY INFRASTRUCTURE ENGINEERS USING AVAILABLE RECORD PLANS AND MAPS AND BASED ON FIELD RECONNAISSANCE OF EXISTING CONDITIONS. OWNERS OF KNOWN UTILITIES AND OTHER STRUCTURES IN THE STREET RIGHT OF WAY HAVE BEEN GIVEN WRITTEN NOTICE OF THE PROJECT. HOWEVER, INFRASTRUCTURE ENGINEERS AND CITY OF HUNTINGTON PARK ARE NOT RESPONSIBLE FOR THE TOTAL ACCURACY AND/OR CORRECTNESS OF THE SHOWN INFORMATION. THE CONTRACTOR BY SIGNING THE CONSTRUCTION CONTRACT FOR THIS PROJECT ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR THE WORK AND ITS IMPACT ON THE EXISTING FACILITIES SHOWN OR NOT SHOWN ON THESE PLANS AND DESCRIBED IN THE SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE TO MAKE HIS/HER OWN INVESTIGATION AND INSPECTION INCLUDING POT-HOLING AND SUCH OTHER METHODS HE/SHE DEEMS NECESSARY TO ALLOW HIM/HER TO PROCEED ON THE CONSTRUCTION OF THIS PROJECT IN COMPLIANCE WITH THE LAWS, ORDINANCES AND REGULATIONS APPLICABLE TO THE PROJECT, INCLUDING STATE SAFETY ORDERS AND PROCEDURES OF USA.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY SURVEYS REQUIRED TO ESTABLISH HORIZONTAL AND VERTICAL CONTROLS PRIOR TO AND DURING CONSTRUCTION, AND TO REPLACE DISTURBED OR COVERED EXISTING STREET SURVEY MONUMENTS.

UNAUTHORIZED CHANGES AND USES:

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS.

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:
 MIGUEL ALVAREZ, P.E. - CITY ENGINEER DATE

HUNTINGTON PARK LINEAR GREENWAY

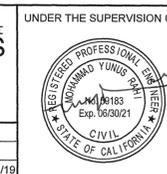
TITLE SHEET

SHEET 1 OF 29 SHEETS DWG. NO. C-1

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
 3060 Saturn Street, Suite 250
 Brea, CA 92621
 Tel: (714) 940-0100
 Fax: (714) 940-0700
 www.infrastructure-engineers.com

DESIGNED BY: G. GUTIERREZ
 DRAWN BY: R. ZELAYA
 CHECKED BY: Y. RAHI DATE: 07/01/19



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
 ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

GENERAL NOTES:

- 1. ALL NOTES STATED HEREIN AND IN ALL THE SHEETS APPLY TO THE PROJECT.
2. ALL WORK, LABOR AND MATERIALS SHALL CONFORM TO THE STANDARD PLANS AND SPECIFICATIONS OF THE CITY OF HUNTINGTON PARK, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION) AND ITS SUPPLEMENTS, CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS (LATEST EDITION), THESE PLANS, THE PROJECT SPECIFICATIONS, AND ALL SAFETY REGULATIONS CODES AND REQUIREMENTS PERTINENT TO THE PROJECT CONSTRUCTION INCLUDING NPDES REQUIREMENTS.
3. THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF HUNTINGTON PARK ON ALL ENCROACHMENT REMOVALS PRIOR TO START OF WORK. THE CITY SHALL BE RESPONSIBLE FOR COORDINATION OF REMOVAL OF ENCROACHMENTS WITH PROPERTY OWNERS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IN THE FIELD ALL DIMENSIONS AS SHOWN ON THE PLANS AND NOTIFY THE CITY ENGINEER OF ANY DISCREPANCIES.
5. PRIOR TO START OF ANY WORK, THE CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL BY THE ENGINEER A COMPREHENSIVE CONSTRUCTION PHASING PLAN THAT MITIGATES IMPACT ON THE ACCESS TO ANY DRIVEWAY AND/OR ON FRONTAGE BUSINESSES.
6. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS/HER OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
7. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD), LATEST EDITION, TO THE SATISFACTION OF THE CITY ENGINEER. TRAFFIC CONTROL SHALL BE PROVIDED AT ALL TIME. TRAFFIC CONTROL PLAN SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO START OF CONSTRUCTION.
8. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN CONFORMANCE WITH THE APPROVED TRAFFIC CONTROL PLAN. HE/SHE SHALL PROVIDE 24-HOUR NOTICE TO REMOVE, INSTALL, RELOCATE AND MAINTAIN WARNING DEVICES. THE CONTRACTOR SHALL PROVIDE A PHONE NUMBER WHERE THE CONTRACTOR'S SUPERVISOR IN CHARGE OF THIS PROJECT CAN BE REACHED 24 HOURS A DAY, SEVEN DAYS A WEEK.
9. LOCATIONS OF EXISTING SURFACE UTILITIES SHOWN ON THE PLANS ARE BASED ON INFORMATION RECEIVED FROM VARIOUS UTILITY COMPANIES, LOCAL AGENCIES AND FIELD INVESTIGATION. SOME OF THE STREET RECONSTRUCTION WORK WILL BE IN CLOSE PROXIMITY OF THE EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR IS ADVISED THAT LOCATIONS SHOWN ARE APPROXIMATE AND EXTREME CAUTION IS REQUIRED TO PROTECT THE EXISTING FACILITIES. APPROVAL OF THESE PLANS BY THE CITY DOES NOT CONSTITUTE A REPRESENTATION TO THE ACCURACY OF THE LOCATION, OR THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT.
10. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL BE PREPARED TO POTHOLE AND LOCATE ALL EXISTING UTILITIES WHICH APPEAR TO BE IN CONFLICT WITH THIS PROJECT, AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER OF ANY CONFLICTS WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL ALSO NOTIFY UNDERGROUND SERVICE ALERT (811) 48 HOURS (TWO WORKING DAYS) PRIOR TO START OF CONSTRUCTION.
11. WHENEVER EXISTING SEWER LINES, WATER LINES, GAS MAINS, CULVERTS, OR OTHER PIPES OR STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL USE PROPER CARE IN PRESERVING THE SAME INTACT AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE EXISTING FACILITIES DURING THE PROGRESS OF THE WORK.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OVERALL JOBSITE MAINTENANCE, INCLUDING, BUT NOT LIMITED TO: STREET/SITE SWEEPING, TRASH AND/OR CONSTRUCTION-RELATED DEBRIS/WASTE, STORMWATER POLLUTION PREVENTION BMP, ETC.
14. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALT CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT, COLD JOINT, SCORE MARK OR EDGE OF PAVEMENT. NO "FLOATER" SLABS WILL BE PERMITTED. SAWCUT SLURRY SHALL BE REMOVED WITH A VACUUM MACHINE AND DISPOSED OF PROPERLY. NO SLURRY SHALL BE ALLOWED TO ENTER THE STORM DRAIN SYSTEM.
15. IN SHOWING, UTILITIES INFRASTRUCTURE ENGINEERS HAS PROVIDED INFORMATION RECEIVED FROM THE UTILITIES, IN SOME CASES, SERVICE CONNECTIONS ARE SHOWN. HOWEVER, PLANS FROM UTILITIES MAY NOT HAVE INCLUDED ALL SERVICE CONNECTIONS AND OTHER FEATURES SUCH AS FIRE HYDRANT LATERALS AND VAULTS AND BOXES. CONTRACTOR SHOULD BE PREPARED TO LOCATE AND TO PROTECT IN PLACE SUCH FEATURES.
16. INFRASTRUCTURE ENGINEERS HAS NOT OBTAINED PLANS FOR THE UNDERGROUND FACILITIES OF LOOPS, CONDUITS, ETC. NOR HAVE SUCH FACILITIES BEEN FULLY PLOTTED ON THE PLANS. THE CONTRACTOR IS ADVISED TO LOCATE THE TRAFFIC SIGNAL UNDERGROUND FACILITIES BEFORE EXCAVATION OF THE TRENCH AND PROTECT IN PLACE. CONTRACTOR SHOULD CONTACT THE CITY'S TRAFFIC SIGNAL MAINTENANCE DEPARTMENT AND COORDINATE THE WORK.
17. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AND PROTECT ALL EXISTING FACILITIES AND UTILITIES IN PLACE UNLESS OTHERWISE NOTED.
18. 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 ALL ENTRIES/DRIVEWAYS/GARAGES AND PARKING LOTS DURING THE WORKING DAY TO THE SATISFACTION OF THE ENGINEER. THE CONTRACTOR SHALL GIVE COURTEOUS NOTICE (KNOCK ON DOOR) TO AN ADJACENT PROPERTY IMMEDIATELY PRIOR TO BLOCKING ENTRY/DRIVEWAY/GARAGE ACCESS. PEDESTRIAN ACCESS IS TO BE PROVIDED AND MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 7-10.4.1 OF THE STANDARD SPECIFICATIONS IN REGARD TO SAFETY ORDERS.
19. AT NO TIME IS ANY BUSINESS OR RESIDENT TO BE WITHOUT ACCESS TO THEIR PROPERTY UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. THE CONTRACTOR SHALL RAMP OR PLATE DRIVEWAYS AT THE END OF EACH DAY AS REQUIRED.
20. A PERMIT IS REQUIRED FOR ALL WORK ON CITY STREETS. THE CITY WILL ISSUE A "NO FEE" PERMIT TO THE CONTRACTOR. SHOULD THE CONTRACTOR'S OPERATION INVOLVE ANOTHER AGENCY'S JURISDICTION OR INFRASTRUCTURE A PERMIT AND INSPECTION SHOULD BE OBTAINED THEREFOR FROM THAT AGENCY. THERE MAY BE A FEE THEREFOR.
21. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS (TWO WORKING DAYS) PRIOR TO STARTING WORK ON THE PROJECT. ALL WORK SHALL BE SUBJECT TO CITY INSPECTION. WORK NOT DONE IN THE PRESENCE OF CITY INSPECTOR IS SUBJECT TO REJECTION.

GENERAL NOTES (CONTINUED):

- 22. CONSTRUCTION SITE SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPAIRABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/ EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
23. ALL MANHOLES, VALVE BOXES AND SIMILAR APPURTENANT STRUCTURES SHALL BE LEFT BELOW SUBGRADE DURING PAVING AND THE CONTRACTOR SHALL RAISE SAID STRUCTURES TO FINISHED GRADE AFTER PAVING AND MAKE NECESSARY REPAIRS TO PAVEMENT.
24. ALL EXISTING STREET INTERSECTIONS ARE TO BE OPEN FOR TRAFFIC AT THE END OF EACH WORKING DAY.
25. CONTRACTOR SHALL MAINTAIN DUST CONTROL AND DIRT TRACKING PREVENTION AT ALL TIMES BY SWEEPING PAVED AREAS. DUST FROM EXPOSED UNPAVED AREAS SHALL BE CONTROLLED BY WATERING USING RECLAIMED WATER, IF AVAILABLE. NO WATER USED FOR CONSTRUCTION OR OTHER DEBRIS SHALL ENTER THE STORM DRAIN SYSTEM.
26. THE LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE, AND SECTIONS 732.05, 1492-5, 1810-5 OF THE STREETS AND HIGHWAYS CODE REQUIRE THAT EXISTING SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED. IF DAMAGED, THEY ARE TO BE REPLACED AND A RECORD OF SURVEY IS TO BE PREPARED BY THE CONTRACTOR'S SURVEYOR AND FILED WITH THE CITY ENGINEER AND THE COUNTY SURVEYOR.
27. ALL NECESSARY MATERIALS & COMPACTION TESTING RELATED TO STREET WORK IS TO BE ARRANGED FOR THE CITY USING A TESTING LABORATORY APPROVED BY THE CITY, PER BID ITEM.
28. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMAL INCONVENIENCE TO THE PUBLIC.
29. THE CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS OR OCCUPANTS OF THE PROPOSED IMPROVEMENTS FRONTING THEIR PROPERTY PER SECTION 7-9 OF THE STANDARD SPECIFICATIONS.
30. TREES, FOLIAGE, SIGNS, PARKING METERS AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS, PUBLIC OR PRIVATE, SHALL BE REPLACED IN KIND.
31. CONTRACTOR SHALL NOTIFY ALL AFFECTED BUSINESSES AND RESIDENTS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS BEFORE START OF ANY SPECIFIED CONSTRUCTION.
32. NO STORAGE OF MATERIALS OR EQUIPMENT SHALL BE ALLOWED OVERNIGHT WITHIN PUBLIC RIGHT-OF-WAY. A TEMPORARY USE PERMIT (T.U.P.) APPLICATION MUST BE FILLED WITH THE CITY ENGINEER PRIOR TO STORAGE OF ANY EQUIPMENT OR MATERIALS ON PUBLIC OR PRIVATE PROPERTY WITHIN THE CITY OF HUNTINGTON PARK LIMITS DURING DAY TIME.
33. TRAFFIC CONTROL SHALL BE PROVIDED AT ALL TIMES IN ACCORDANCE WITH THE LATEST EDITION OF CALIFORNIA MANUAL OF UNIFIED TRAFFIC CONTROL DEVICES (CA-MUTCD) AND PER TRAFFIC CONTROL PLAN PREPARED BY CONTRACTOR AND APPROVED BY CITY.
34. THE PRIME CONTRACTOR MUST HOLD A VALID CLASS "A" OR "C-12" LICENSE ISSUED BY THE STATE OF CALIFORNIA.
35. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES 2 FULL WORKING DAYS PRIOR TO STARTING ANY WORK:
36. CITY ENGINEERING DIVISION (323) 584-6274
POLICE DEPARTMENT (323) 584-6254
FIRE DEPARTMENT (323) 881-2411
PUBLIC TRANSIT (323) 476-7766
37. AS-BUILTS OF THE COMPLETED PROJECT SHALL BE SUBMITTED FOR APPROVAL OF THE CITY ENGINEER.

LADWP STANDARD CONDITIONS FOR CONSTRUCTION:

- 1. ENERGIZED TRANSMISSION LINES CAN PRODUCE ELECTRICAL EFFECTS INCLUDING, BUT NOT LIMITED TO, INDUCED VOLTAGES AND CURRENTS IN PERSONS AND OBJECTS. LICENSEE HEREBY ACKNOWLEDGES A DUTY TO CONDUCT ACTIVITIES IN SUCH MANNER THAT WILL NOT EXPOSE PERSONS TO INJURY OR PROPERTY TO DAMAGE FROM SUCH EFFECTS.
2. THE LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP) PERSONNEL SHALL HAVE ACCESS TO THE RIGHT OF WAY AT ALL TIMES.
3. UNAUTHORIZED VEHICLES OR EQUIPMENT SHALL NOT BE ALLOWED ON THE RIGHT OF WAY AT ANY TIME.
4. UNAUTHORIZED STORAGE OF EQUIPMENT OR MATERIAL SHALL NOT BE ALLOWED ON THE RIGHT OF WAY AT ANY TIME.
5. FUELING OF VEHICLES OR EQUIPMENT SHALL NOT BE ALLOWED ON THE RIGHT OF WAY AT ANY TIME.
6. PATROL ROADS AND/OR GROUND SURFACES OF THE RIGHT OF WAY SHALL BE RESTORED BY THE LICENSEE TO ORIGINAL CONDITIONS, OR BETTER.
7. ALL TRASH, DEBRIS, WASTE, AND EXCESS EARTH SHALL BE REMOVED FROM THE RIGHT OF WAY UPON COMPLETION OF THE PROJECT, OR THE LADWP MAY DO SO AT THE SOLE RISK AND EXPENSE OF THE LICENSEE.
8. ALL PAVING, DRIVEWAYS, BRIDGES, CROSSINGS AND SUBSTRUCTURES LOCATED WITHIN THE RIGHT OF WAY SHALL BE DESIGNED TO WITHSTAND THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS' VEHICULAR LOADING H20-44 OR HL-93. THE DESIGN SHALL ALSO COMPLY WITH APPLICABLE DESIGN STANDARDS.
9. LICENSEE SHALL NEITHER HOLD THE LADWP LIABLE FOR NOR SEEK INDEMNITY FROM THE LADWP FOR ANY DAMAGE TO THE LICENSEE'S PROJECT DUE TO FUTURE CONSTRUCTION OR RECONSTRUCTION BY THE LADWP WITHIN THE RIGHT OF WAY.
10. FIRES AND BURNING OF MATERIALS IS NOT ALLOWED ON THE RIGHT OF WAY.
11. LICENSEE SHALL CONTROL DUST BY DUST-ABATEMENT PROCEDURES APPROVED BY THE LADWP, SUCH AS THE APPLICATION OF A DUST PALLIATIVE OR WATER.
12. LICENSEE SHALL COMPLY WITH ALL LOS ANGELES COUNTY MUNICIPAL STORM WATER PERMIT AND STANDARD URBAN WAGNER MITIGATION PLAN REQUIREMENTS.

LADWP STANDARD CONDITIONS FOR CONSTRUCTION (CONTINUED):

- 13. ALL ABOVEGROUND METAL STRUCTURES INCLUDING, BUT NOT LIMITED TO, PIPES, DRAINAGE DEVICES, FENCES, AND BRIDGE STRUCTURES LOCATED WITHIN OR ADJOINING THE RIGHT OF WAY SHALL BE PROPERLY GROUNDED, AND SHALL BE INSULATED FROM ANY FENCING OR OTHER CONDUCTIVE MATERIALS LOCATED OUTSIDE OF THE RIGHT OF WAY. FOR SAFETY OF PERSONNEL AND EQUIPMENT, ALL EQUIPMENT AND STRUCTURES SHALL BE GROUNDED IN ACCORDANCE WITH STATE OF CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 2941, AND NATIONAL ELECTRIC CODE, ARTICLE 250.
14. THE RIGHT OF WAY CONTAINS HIGH-VOLTAGE ELECTRICAL CONDUCTORS; THEREFORE, THE LICENSEE SHALL UTILIZE ONLY SUCH EQUIPMENT, MATERIAL, AND CONSTRUCTION TECHNIQUES THAT ARE PERMITTED UNDER APPLICABLE SAFETY ORDINANCES AND STATUTES, INCLUDING THE FOLLOWING: STATE OF CALIFORNIA CODE OF REGULATIONS, TITLE 8, INDUSTRIAL RELATIONS, CHAPTER 4, DIVISION OF INDUSTRIAL SAFETY, SUBCHAPTER 5, ELECTRICAL SAFETY ORDERS; AND CALIFORNIA PUBLIC UTILITIES COMMISSION, GENERAL ORDER NO. 95, RULES FOR OVERHEAD ELECTRIC LINE CONSTRUCTION.
15. LICENSEE IS HEREBY NOTIFIED THAT GROUNDING WIRES MAY BE BURIED IN THE RIGHT OF WAY; THEREFORE, THE LICENSEE SHALL NOTIFY THE LADWP'S TRANSMISSION CONSTRUCTION AND MAINTENANCE BUSINESS GROUP AT (818) 771-5014, OR (818) 771-5076, AT LEAST 48 HRS PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES IN THE RIGHT OF WAY.
16. AN AREA WITHIN 100 FEET ON ALL SIDES OF EACH TOWER SHALL REMAIN OPEN AND UNOBSTRUCTED FOR MAINTENANCE AND EMERGENCIES, INCLUDING PERIODIC WASHING OF INSULATORS BY HIGH-PRESSURE WATER SPRAY.
17. DETAILED PLANS FOR ANY GRADING, PAVING AND CONSTRUCTION WORK WITHIN THE RIGHT OF WAY SHALL BE SUBMITTED FOR APPROVAL TO THE REAL ESTATE SERVICES, 221 N. FIGUEROA ST., SUITE 1600, LOS ANGELES, CALIFORNIA 90012, NO LATER THAN 45 DAYS PRIOR TO THE START OF ANY GRADING, PAVING, OR CONSTRUCTION WORK. NOTWITHSTANDING ANY OTHER NOTICES GIVEN BY LICENSEE REQUIRED HEREIN, LICENSEE SHALL NOTIFY THE LADWP'S TRANSMISSION CONSTRUCTION AND MAINTENANCE BUSINESS GROUP AT (818) 771-5014, OR (818) 771-5076, NO EARLIER THAN 14 DAYS AND NO LATER THAN TWO DAYS PRIOR TO THE START OF ANY GRADING, PAVING, OR CONSTRUCTION WORK.
18. IN THE EVENT THAT CONSTRUCTION WITHIN THE RIGHT OF WAY IS DETERMINED UPON INSPECTION BY THE LADWP TO BE UNSAFE OR HAZARDOUS TO THE LADWP FACILITIES, THE LADWP MAY ASSIGN A LINE PATROL MECHANIC AT THE LICENSEE'S EXPENSE.
19. IF THE LADWP DETERMINES AT ANY TIME DURING CONSTRUCTION THAT THE LICENSEE'S EFFORTS ARE HAZARDOUS OR DETRIMENTAL TO THE LADWP FACILITIES, THE LADWP SHALL HAVE THE RIGHT TO IMMEDIATELY TERMINATE SAID CONSTRUCTION.
20. ALL CONCENTRATED SURFACE WATER WHICH IS DRAINING AWAY FROM THE PERMITTED ACTIVITY SHALL BE DIRECTED TO AN APPROVED STORM DRAIN SYSTEM WHERE ACCESSIBLE, OR OTHERWISE RESTORED TO SHEET FLOW BEFORE BEING RELEASED WITHIN OR FROM THE RIGHT OF WAY.
21. DRAINAGE FROM THE PAVED PORTIONS OF THE RIGHT OF WAY SHALL NOT ENTER THE PAVED AREA UNDER THE TOWERS. DRAINAGE DIVERSIONS SUCH AS CURBS SHALL BE USED ON THREE SIDES OF EACH TOWER. THE OPEN SIDE OF EACH TOWER SHALL BE THE LOWEST ELEVATION SIDE TO ALLOW STORM WATER WHICH FALLS UNDER THE TOWER TO DRAIN. THE AREA UNDER THE TOWERS SHALL BE MANUALLY GRADED TO SHEET FLOW OUT FROM UNDER THE TOWERS.
22. PONDING OR FLOODING CONDITIONS WITHIN THE RIGHT OF WAY SHALL NOT BE ALLOWED, ESPECIALLY AROUND THE TRANSMISSION TOWERS. ALL DRAINAGE SHALL FLOW OFF THE RIGHT OF WAY.
23. FILLS, INCLUDING BACK FILLS, SHALL BE IN HORIZONTAL, UNIFORM LAYERS NOT TO EXCEED SIX INCHES IN THICKNESS BEFORE COMPACTION, THEN COMPACTED TO 90% RELATIVE COMPACTION IN ACCORDANCE WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS D1557.
24. THE TOP TWO INCHES TO SIX INCHES OF THE CONCRETE FOOTINGS OF THE TOWERS SHALL REMAIN EXPOSED AND NOT COVERED OVER BY ANY FILL FROM GRADING OPERATIONS.
25. THE LICENSEE SHALL OBTAIN AND PAY FOR ALL PERMITS AND LICENSES REQUIRED FOR PERFORMANCE OF THE WORK SHALL COMPLY WITH ALL LAWS, ORDINANCES, RULES, ORDERS, OR REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE AGENCIES, DEPARTMENTS, DISTRICTS, OR COMMISSIONS OF THE STATE, COUNTY, OR CITY HAVING JURISDICTION THEREOVER.
26. "AS BUILT" DRAWINGS SHOWING ALL PLANS AND PROFILES OF THE CONSENTEE'S PROJECT SHALL BE FURNISHED TO THE REAL STATE BUSINESS GROUP, LOS ANGELES DEPARTMENT OF WATER AND POWER, 221 NORTH FIGUEROA STREET, SUITE 1600, LOS ANGELES, CALIFORNIA 90012, WITHIN FIVE DAYS AFTER COMPLETION OF LICENSEE'S PROJECT.
27. SIGNS SHALL NOT EXCEED FOUR FEET WIDE BY EIGHT FEET LONG, SHALL NOT EXCEED A HEIGHT OF 13 FEET, SHALL BE CONSTRUCTED OF NONCOMBUSTIBLE MATERIALS, AND SHALL BE INSTALLED MANUALLY AT, AND PARALLEL WITH, THE RIGHT OF WAY BOUNDARY.
28. REMOTE-CONTROLLED GATES, OR LOCK BOXES CONTAINING THE DEVICE OR KEY FOR OPENING THE REMOTE-CONTROLLED GATES, SHALL BE CAPABLE OF BEING INTERLOCKED WITH AN LADWP PADLOCK TO ALLOW ACCESS TO THE RIGHT OF WAY BY THE LADWP. LICENSEE SHALL CONTACT LADWP'S TRANSMISSION CONSTRUCTION AND MAINTENANCE BUSINESS GROUP AT (818) 771-5014, OR (818) 771-5076, TO COORDINATE THE INSTALLATION OF AN LADWP PADLOCK.
29. LICENSEE SHALL PROVIDE AND MAINTAIN A MINIMUM 20-FOOT WIDE TRANSITION RAMP FOR THE PATROL ROADS FROM THE PAVEMENT TO THE GROUND SURFACE. THE RAMPS SHALL NOT EXCEED A SLOPE OF TEN PERCENT.
30. LICENSEE SHALL PROVIDE AND MAINTAIN A MINIMUM 20-FOOT WIDE DRIVEWAY AND GATE AT ALL LOCATIONS WHERE THE (ROAD/STREET) CROSSES THE LADWP'S PATROL ROADS. THE DESIGNED GATES MUST BE CAPABLE OF BEING INTERLOCKED WITH AN LADWP PADLOCK TO ALLOW ACCESS TO THE RIGHT OF WAY BY THE LADWP.
31. LICENSEE SHALL POST A SIGN ON THE ENTRANCE GATE TO THE RIGHT OF WAY, OR A VISIBLE LOCATION INSIDE THE ENTRANCE GATE, IDENTIFYING THE CONTACT PERSON'S NAME AND TELEPHONE NUMBER FOR THE PROMPT MOVING OF (VEHICLES/TRUCKS/TRAILERS/CONTAINERS) AT TIMES OF LADWP MAINTENANCE OR EMERGENCY ACTIVITIES, OR ANY OTHER EVENT THAT (VEHICLES/TRUCKS/TRAILERS/CONTAINERS) MUST BE MOVED. IN EMERGENCY CONDITIONS, THE LADWP RESERVES ALL RIGHT AT ANY TIME TO MOVE OR TOW (VEHICLES/TRUCKS/TRAILERS/CONTAINERS) OUT OF SPECIFIC AREAS FOR ANY TRANSMISSION OPERATION OR MAINTENANCE PURPOSES.

ELECTRICAL GENERAL NOTES:

- 1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. NO CERTIFICATION IS MADE AS TO ACCURACY OR THOROUGHNESS OF THESE RECORDS. APPROVAL OF THIS PLAN BY THE CITY OF HUNTINGTON PARK DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF LOCATION OF THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE WITHIN THE LIMITS OF THE PROJECT.
2. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT TO BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CONSTRUCTION SURVEY IF IT IS DEEMED NECESSARY.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY STANDARD PLANS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION (GREENBOOK).
5. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "WATCH" HANDBOOK AND CALIFORNIA MUTCD AND SUBJECT TO THE CITY OF HUNTINGTON PARK PUBLIC WORKS APPROVAL.
6. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE CLEAN AIR AND CLEAN WATER ACTS.
7. CONTRACTOR SHALL COORDINATE WORK WITH AFFECTED UTILITIES AND AGENCIES, AND OBTAIN NECESSARY PERMITS.
8. CONTRACTOR SHALL NOTIFY ALL AFFECTED RESIDENCES AND BUSINESSES TWICE-7 DAYS AND 48 HOURS PRIOR TO STARTING WORK. NOTIFICATION SHALL BE IN ENGLISH AND SPANISH.
9. TRAFFIC STRIPING AND PAVEMENT MARKING SHALL BE PER SECTIONS 84 AND 85 OF THE CALIFORNIA STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS.
10. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL STREET LIGHTING AND TRAFFIC SIGNAL FACILITIES EXISTING IN THE WORK AREA. SHOULD ANY DAMAGE TO EXISTING SYSTEMS OCCUR, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY OF HUNTINGTON PARK. THE CONTRACTOR SHALL ARRANGE FOR IMMEDIATE REPAIR AND RESTORATION TO SERVICE OF THE DAMAGED LIGHTING SYSTEM AT NO COST TO THE CITY. A LICENSED ELECTRICAL CONTRACTOR IS REQUIRED TO MAKE ALL REPAIRS. ALL STREET LIGHTING WORK SHALL BE MADE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
11. ALL CONCRETE THAT IS DAMAGED DURING HANDHOLE, PEDESTAL OR UTILITY LINE INSTALLATIONS IS TO BE REPLACED IN MIN. 10' SECTIONS. CONCRETE FINISH IS TO MATCH EXISTING.

LIST OF STANDARD DRAWINGS:

CALTRANS STANDARD PLANS 2018 EDITION:

Table listing drawing codes and descriptions: A20A PAVEMENT MARKERS AND TRAFFIC LINES - TYPICAL DETAILS, A20B PAVEMENT MARKERS AND TRAFFIC LINES - TYPICAL DETAILS, A20D MAINT MARKERS AND TRAFFIC LINES - TYPICAL DETAILS PAVEMENT, A24A MARKINGS ARROWS, A24C PAVEMENT MARKINGS SYMBOLS AND NUMERALS, A24D PAVEMENT MARKINGS WORDS, A24E PAVEMENT MARKINGS WORDS, LIMIT AND YIELD LINES, A24F PAVEMENT MARKINGS CROSSWALKS, ES-5A SIGNAL, LIGHTING AND ELECTRICAL SYSTEMS DETECTORS, ES-5B SIGNAL, LIGHTING AND ELECTRICAL SYSTEMS DETECTORS

ABBREVIATIONS:

Table listing abbreviations and their meanings: AC ASPHALT CONCRETE, BCR BEGINNING OF CURB RETURN, BW BACK OF WALK, BWF BOTTOM OF WALL FOOTING, CAB CRUSHED AGGREGATE BASE, CB CATCH BASIN, CL CENTER LINE, C&G CURB AND GUTTER, CIP CASE INLET PIPE, CMB CRUSHED MISCELLANEOUS BASE, ECAB ELECTRICAL CABINET, ECR END OF CURB RETURN, EG EDGE OF GUTTER, EL ELEVATION, FL FLOW LINE, FS FINISHED SURFACE, GB GRADE BREAK, GW GUY WIRE, PCC PORTLAND CEMENT CONCRETE, PL PROPERTY LINE, PROP PROPOSED, PP POWER POLE, R/W RIGHT-OF-WAY, STA STATION, STR GR STRAIGHT GRADE, TC TOP OF CURB, TSPB TRAFFIC SIGNAL PULL BOX, TOW TOP OF WALL, TWF TOP OF WALL FOOTING, TYP TYPICAL, VAR VARIES, EX. EXIST. EXISTING, PROV. TO BE FURNISHED & INSTALLED NEW, BY E.C., M.O.C.D. MAIN OVER CURRENT DEVICE, EITHER A FUSE OR CIRCUIT BREAKER, TRANSFORMER, ELECTRICAL DEVICE THAT CHANGES VOLTAGE LEVELS, PRI PRIMARY, OR HIGH VOLTAGE SIDE OF A TRANSFORMER, SEC SECONDARY, OR LOW VOLTAGE SIDE OF A TRANSFORMER, E.C.A. ELECTRICAL CONTRACTOR, BRANCH CIRCUIT ELECTRICAL CONDUCTORS BEYOND THE LAST PROTECTIVE DEVICE, SWBD SWITCHBOARD-ELECTRICAL EQUIPMENT CONTAINING PULLSECTION, METER MAIN, AND FEEDER OVER CURRENT DEVICES, SWGR SWITCHGEAR-ELECTRICAL EQUIPMENT, SUCH AS SWITCHBOARD, PANELBOARD, DISCONNECT, ETC.

LEGEND:

Legend table listing symbols and their corresponding items: FIRE HYDRANT, WATER VALVE, GAS VALVE, WATER METER, GAS METER, ELECTRIC BOX, ELECTRIC BOX (SCE), TRAFFIC SIGNAL BOX, TELEPHONE, TELEPHONE VAULT, TRASH RECEPTACLE, STREET LIGHT POLE, TRAFFIC SIGNAL LIGHT, POWER POLE, GUY ANCHOR, STORM DRAIN MANHOLE, TELEPHONE MANHOLE, SEWER MANHOLE, TRAFFIC CONTROL SIGN, EXISTING ELEVATION, PROPOSED ELEVATION, BENCH, GRATING, NEWSPAPER STAND, VENT, TREES, STORM DRAIN, DIAMETER, SEWER LINE, WATER LINE, GAS LINE, TELEPHONE LINE, STORM DRAIN PIPE, CABLE TV LINE, ELECTRICAL LINE, OVERHEAD LINE, FENCE/WALL, RIGHT-OF-WAY, PORTLAND CEMENT CONCRETE (PCC), CURB AND GUTTER REMOVAL, ASPHALT CONCRETE, DECOMPOSED GRANITE, RUBBERIZED SURFACE, ROCK BIOSWALE

SPPWC STANDARD PLANS: (LATEST EDITION)

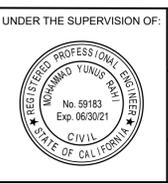
Table listing drawing codes and descriptions: 110-2 DRIVEWAY APPROACHES, 111-5 CURB RAMP, 112-2 CURB AND SIDEWALK JOINTS, 113-2 SIDEWALK AND DRIVEWAY REPLACEMENT, 120-2 CURB AND GUTTER BARRIER, 122-2 GROSS AND LONGITUDINAL GUTTERS, 132-3 CONCRETE PAVEMENT REPLACEMENT, 133-3 ASPHALT CONCRETE PAVEMENT REPLACEMENT, 134-2 CONCRETE PAVEMENT JOINT DETAILS, 150-3 CURB DRAIN, 205-2 SEWER MANHOLE ADJUSTMENT, 206-2 MANHOLE RAISING RINGS

REVIEWED AND ACCEPTED BY LADWP POWER SYSTEM RIGHT-OF-WAY ENGINEERING INITIAL: DN DATE: 11/13/19

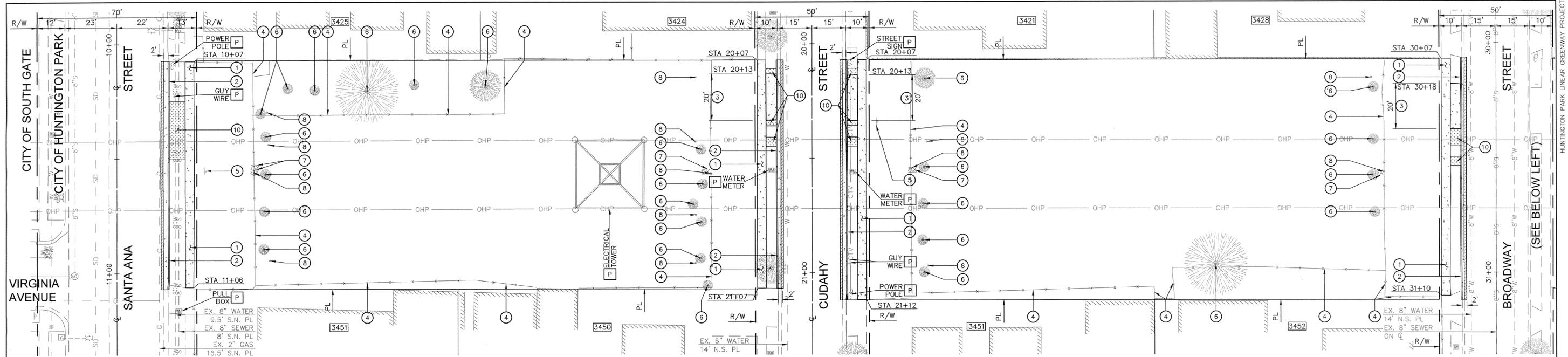


Table with columns: NO., REVISIONS, REVISED BY, APPROVED BY, DATE

INFRASTRUCTURE ENGINEERS logo and contact information: 3650 Saturn Street, Suite 250, Brea, CA 92621, Tel: (714) 940-0100, Fax: (714) 940-0700, www.infrastructure-engineers.com. DESIGNED BY: G. GUTIERREZ, DRAWN BY: R. ZELAYA, CHECKED BY: Y. RAHI, DATE: 08/30/19

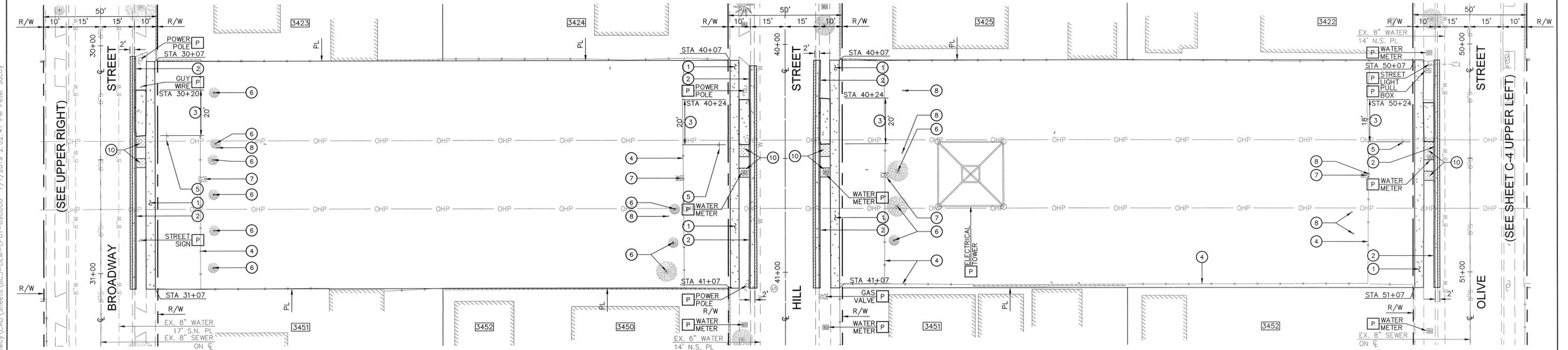


HUNTINGTON PARK LINEAR GREENWAY GENERAL NOTES, LEGEND AND ABBREVIATIONS SHEET 2 OF 29 SHEETS DWG. NO. C-2



PLAN
SCALE 1"=20'

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: DN DATE: 11/13/19



PLAN
SCALE 1"=20'

GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 48 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING CONCRETE WALK AND PAVEMENT WITH THE CITY ENGINEER.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC FROM EXISTING CONCRETE GUTTER SURFACE PER CITY ENGINEER'S INSTRUCTIONS, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN SIDEWALK JOINTS.

DEMOLITION NOTES:

[P] PROTECT-IN-PLACE

REMOVALS

- 1 SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK AND SUBGRADE TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENT, HAUL AWAY AND DISPOSE.
- 2 SAWCUT AND REMOVE EXISTING CONCRETE CURB AND GUTTER, AND ADJACENT AC (AS NEEDED) TO PROVIDE CLEAR SPACE FOR NEW IMPROVEMENTS, HAUL AWAY AND DISPOSE.
- 3 SAWCUT AND REMOVE EXISTING CONCRETE DRIVEWAY APPROACH (OR PARTIALLY PER CITY ENGINEER'S INSTRUCTIONS), AND ADJACENT AC (AS NEEDED), HAUL AWAY AND DISPOSE.
- 4 REMOVE EXISTING FENCE AND POST, HAUL AWAY AND DISPOSE.
- 5 SALVAGE EXISTING SIGN AND REMOVE EXISTING POST AND FOOTING, HAUL AWAY AND DISPOSE.
- 6 REMOVE EXISTING TREE/BUSH AND ROOT IN ITS ENTIRETY, HAUL AWAY AND DISPOSE.
- 7 REMOVE EXISTING IRRIGATION VALVE AND ITS APPURTENANCES, HAUL AWAY AND DISPOSE.
- 8 REMOVE EXISTING HOSE BIB AND ITS APPURTENANCES, HAUL AWAY AND DISPOSE.

REMOVALS (CONT.)

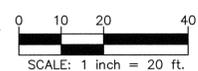
- 9 SAWCUT AND REMOVE EXISTING CONCRETE SPEED BUMP AND SUBGRADE TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENT, HAUL AWAY AND DISPOSE.
- 10 UNCLASSIFIED EXCAVATION
- 11 REMOVE EXISTING STRUCTURE.

REMOVALS (CONT.)

- 12 REMOVE EXISTING BLOCK WALL AND FOOTING, HAUL AWAY AND DISPOSE.

LEGEND:

- [Pattern] PORTLAND CEMENT CONCRETE (PCC) REMOVAL
- [Pattern] ASPHALT CONCRETE REMOVAL
- [Pattern] UNCLASSIFIED EXCAVATION REMOVAL
- [Pattern] PROPERTY ADDRESS



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3060 Saturn Street, Suite 250
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www.infrastructure-engineers.com

DESIGNED BY: G. GUTIERREZ
DRAWN BY: R. ZELAYA
CHECKED BY: Y. RAHI DATE: 07/01/19

UNDER THE SUPERVISION OF:

HUNTINGTON PARK LINEAR GREENWAY

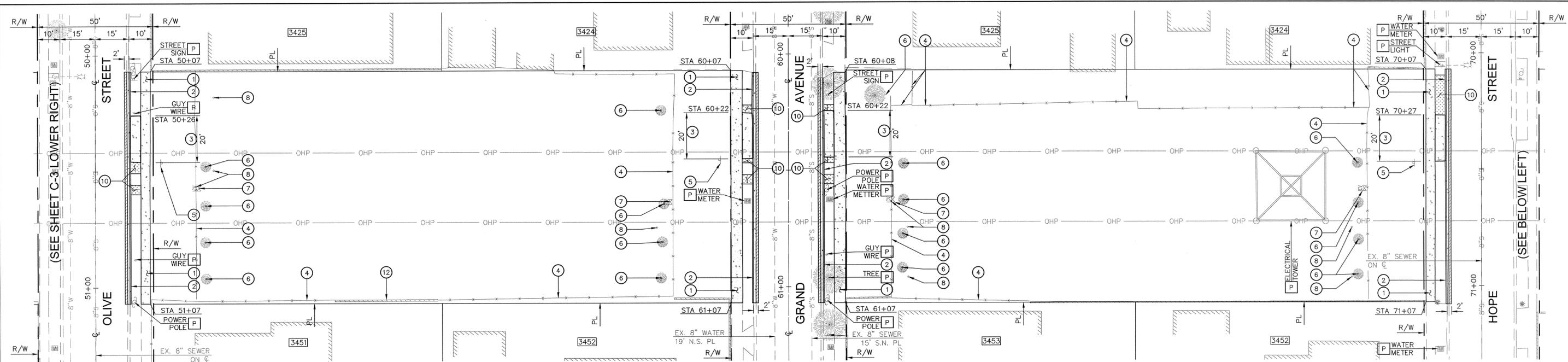
DEMOLITION PLAN

SHEET 3 OF 29 SHEETS DWG. NO. C-3

INFRASTRUCTURE ENGINEERS
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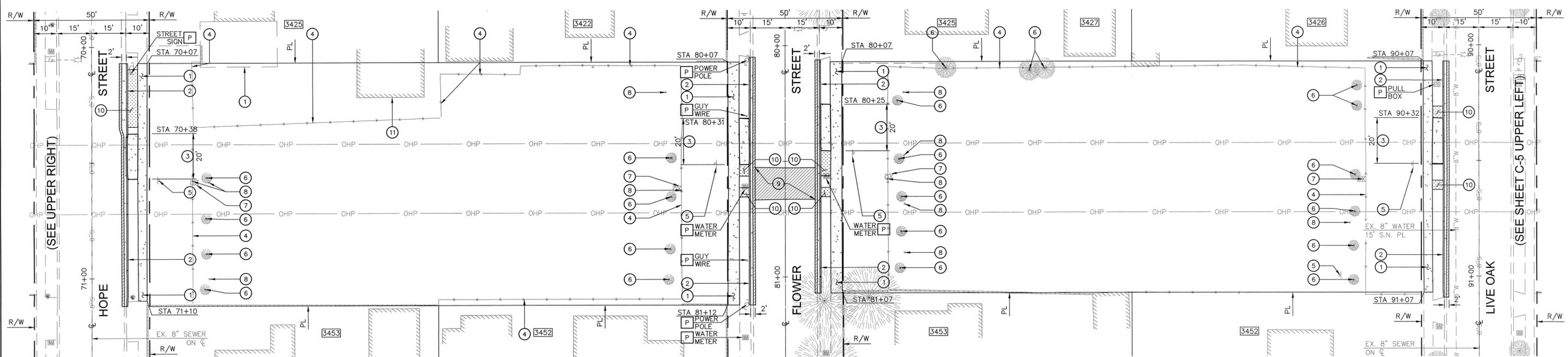
HUNTINGTON PARK LINEAR GREENWAY PROJECT

6900.08



PLAN
SCALE 1"=20'

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: DN DATE: 11/13/19



PLAN
SCALE 1"=20'

- GENERAL CONSTRUCTION NOTES:**
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 8. SPRAY WEEDS AND GRASS KILLER IN SIDEWALK JOINTS.

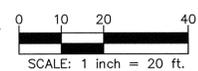
- DEMOLITION NOTES:**
- [P] PROTECT-IN-PLACE
- REMOVALS**
- 1 SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK AND SUBGRADE TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENT, HAUL AWAY AND DISPOSE.
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- REMOVALS (CONT.)**
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 - 11 REMOVE EXISTING STRUCTURE.

- REMOVALS (CONT.)**
- 12 REMOVE EXISTING BLOCK WALL AND FOOTING, HAUL AWAY AND DISPOSE.

LEGEND:

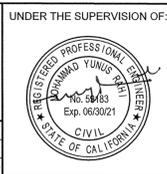
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[Pattern]	ASPHALT CONCRETE REMOVAL
[Pattern]	UNCLASSIFIED EXCAVATION REMOVAL
XXXX	PROPERTY ADDRESS



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www.infrastructure-engineers.com

DESIGNED BY: G. GUTIERREZ
DRAWN BY: R. ZELAYA
CHECKED BY: Y. RAHI DATE: 07/01/19



UNDER THE SUPERVISION OF:

HUNTINGTON PARK LINEAR GREENWAY

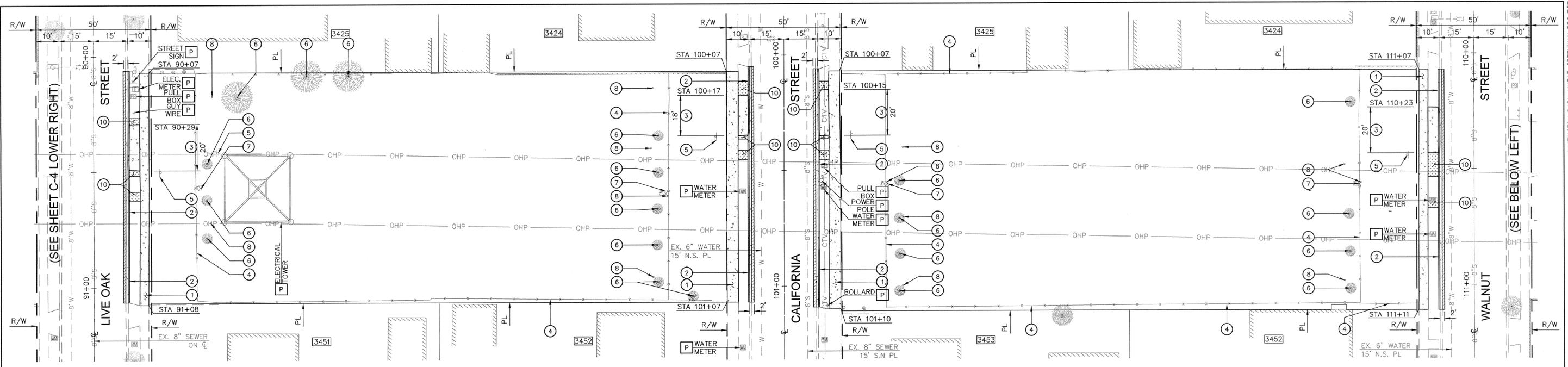
DEMOLITION PLAN

SHEET 4 OF 29 SHEETS DWG. NO. C-4

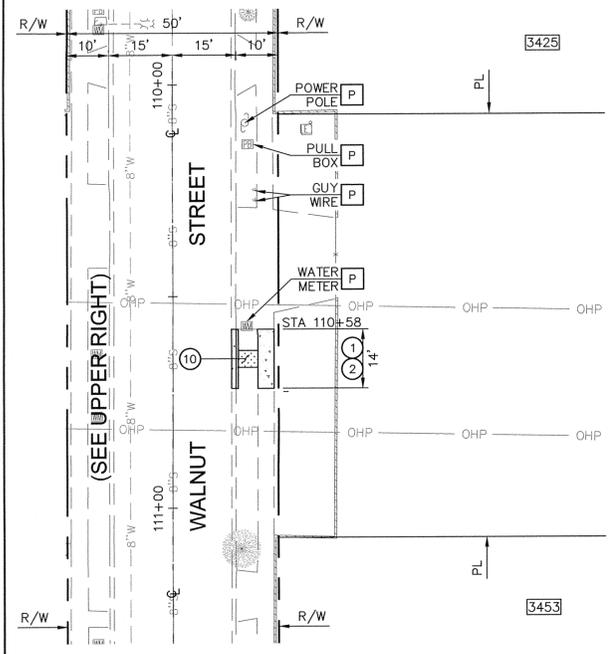
INFRASTRUCTURE ENGINEERS
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HUNTINGTON PARK LINEAR GREENWAY PROJECT

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PLAN
 SCALE 1"=20'



PLAN
 SCALE 1"=20'

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
 INITIAL: DN DATE: 11/13/19

GENERAL CONSTRUCTION NOTES:

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DEMOLITION NOTES:

[P] PROTECT-IN-PLACE

REMOVALS

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REMOVALS (CONT.)

- 12 REMOVE EXISTING BLOCK WALL AND FOOTING, HAUL AWAY AND DISPOSE.

LEGEND:

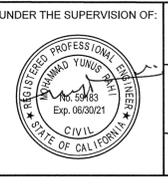
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- ASPHALT CONCRETE REMOVAL
- UNCLASSIFIED EXCAVATION REMOVAL
- XXXX PROPERTY ADDRESS



NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

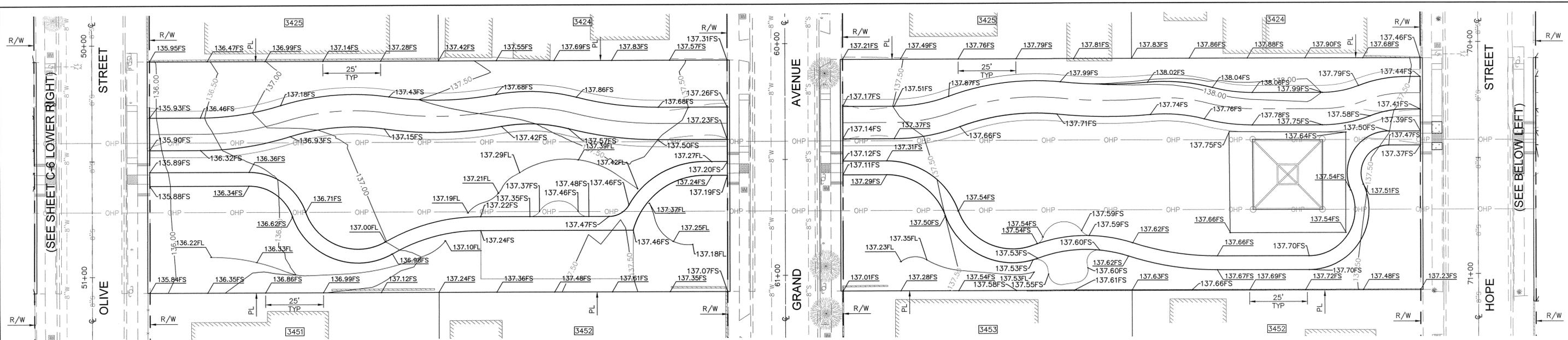
INFRASTRUCTURE ENGINEERS
 3260 Sabin Street, Suite 250
 Brea, CA 92821
 Tel: (714) 940-0100
 Fax: (714) 940-0700
 www.infrastructure-engineers.com

DESIGNED BY: G. GUTIERREZ
 DRAWN BY: R. ZELAYA
 CHECKED BY: Y. RAHI DATE: 07/01/19



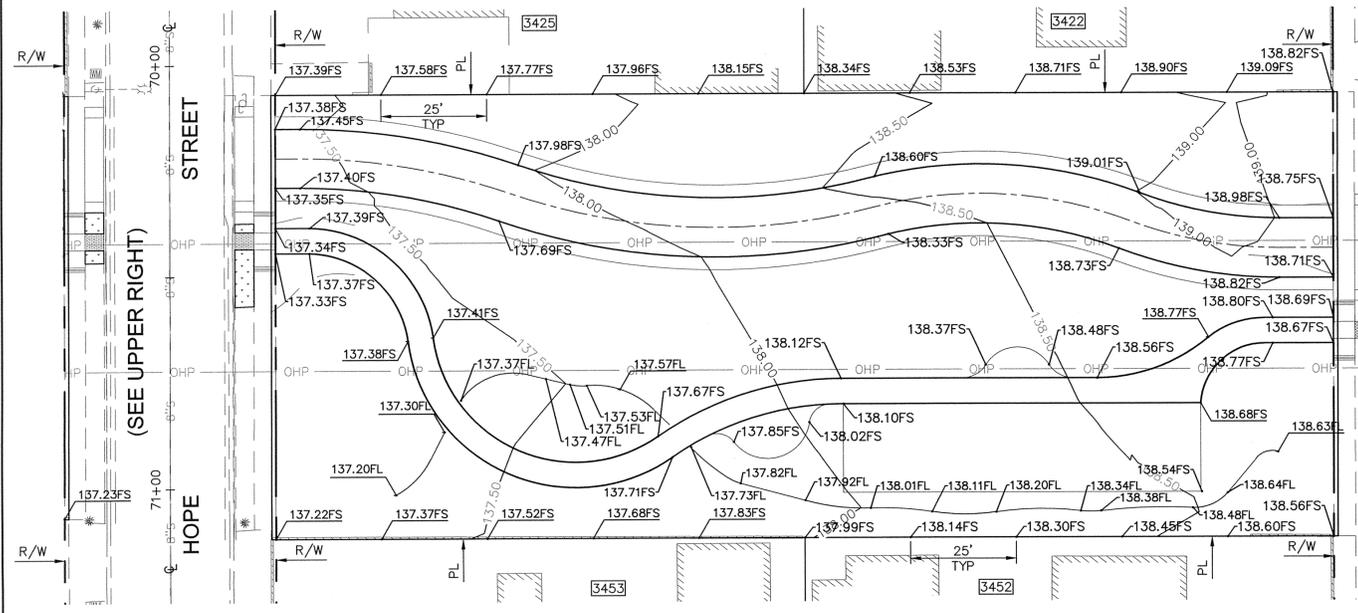
UNDER THE SUPERVISION OF:
HUNTINGTON PARK LINEAR GREENWAY
DEMOLITION PLAN
 SHEET 5 OF 29 SHEETS
 DWG. NO. **C-5**

HUNTINGTON PARK LINEAR GREENWAY PROJECT

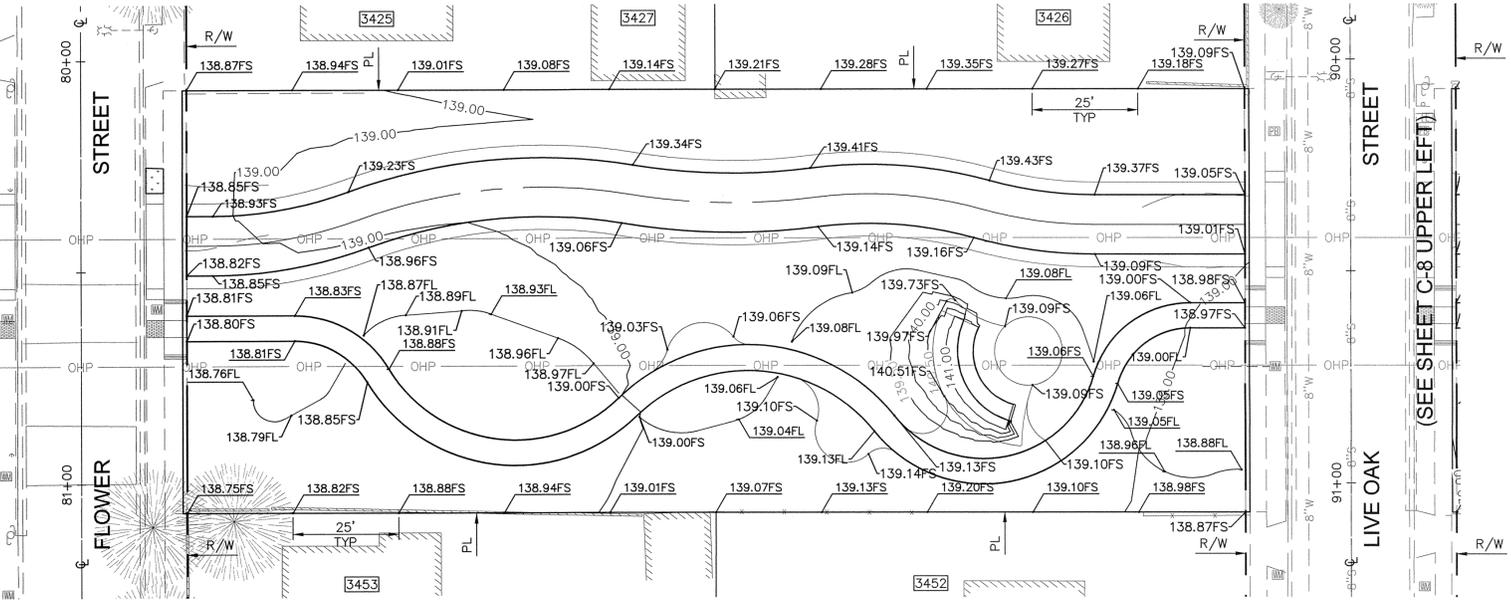


PLAN
SCALE 1"=20'

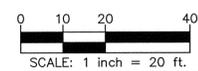
REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: DN DATE: 11/13/19



PLAN
SCALE 1"=20'



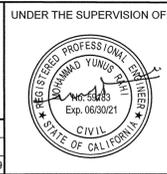
INFRASTRUCTURE ENGINEERS
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 3900 Sabin Street, Suite 250
 Brea, CA 92621
 Tel: (714) 940-0100
 Fax: (714) 940-0700
 www.infrastructure-engineers.com

DESIGNED BY: G. GUTIERREZ
 DRAWN BY: R. ZELAYA
 CHECKED BY: Y. RAHI DATE: 07/01/19

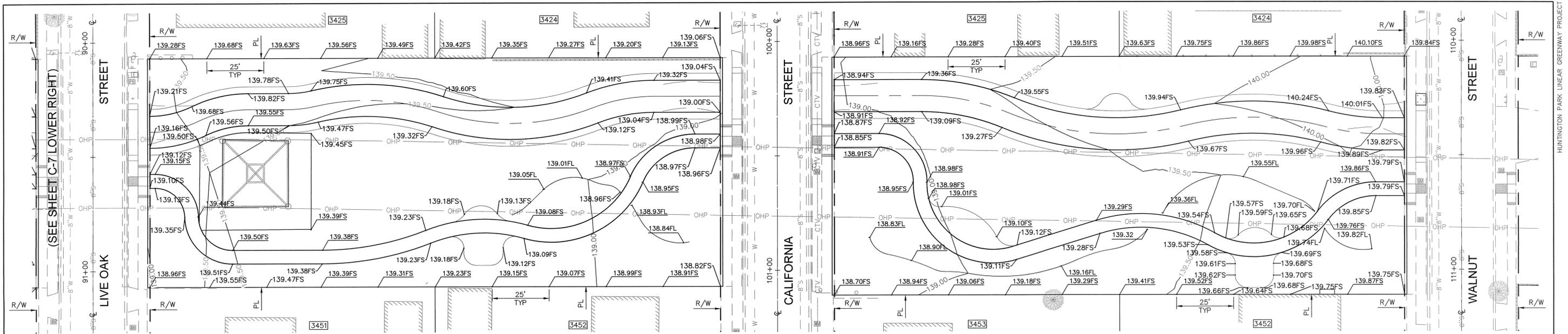


UNDER THE SUPERVISION OF:
HUNTINGTON PARK LINEAR GREENWAY

GRADING PLAN

SHEET 7 OF 29 SHEETS

DWG. NO. **C-7**



PLAN
 SCALE 1"=20'

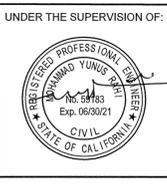
REVIEWED AND ACCEPTED BY
 LADWP
 POWER SYSTEM
 RIGHT-OF-WAY ENGINEERING
 INITIAL: DN DATE: 11/13/19



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INFRASTRUCTURE ENGINEERS
 3000 Saturn Street, Suite 250
 Brea, CA 92621
 Tel: (714) 940-0100
 Fax: (714) 940-0700
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DESIGNED BY: G. GUTIERREZ
 DRAWN BY: R. ZELAYA
 CHECKED BY: Y. RAHI DATE: 07/01/19

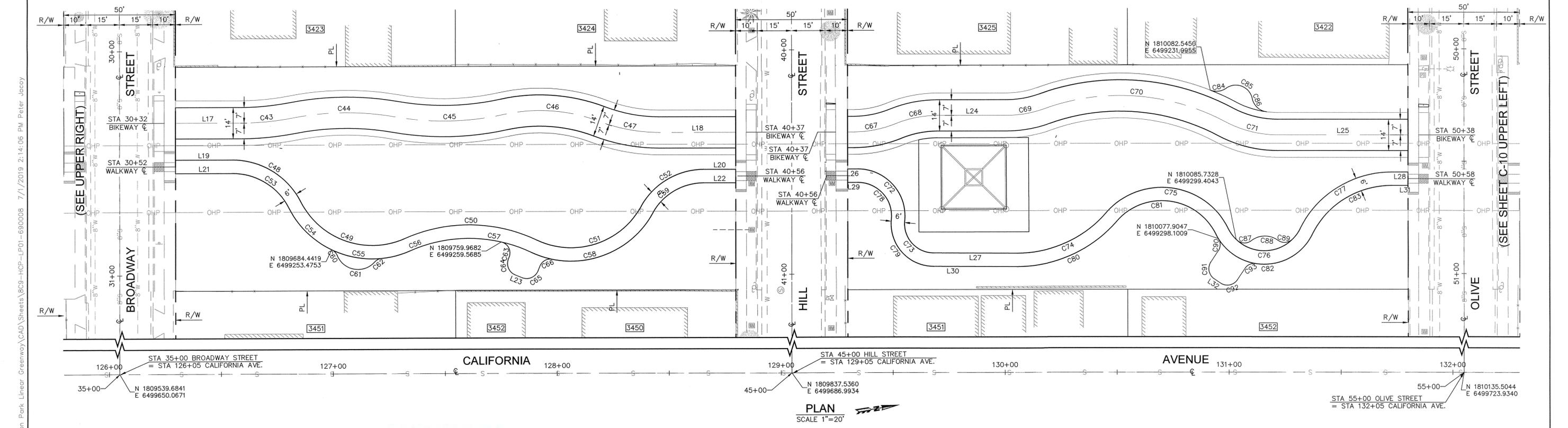
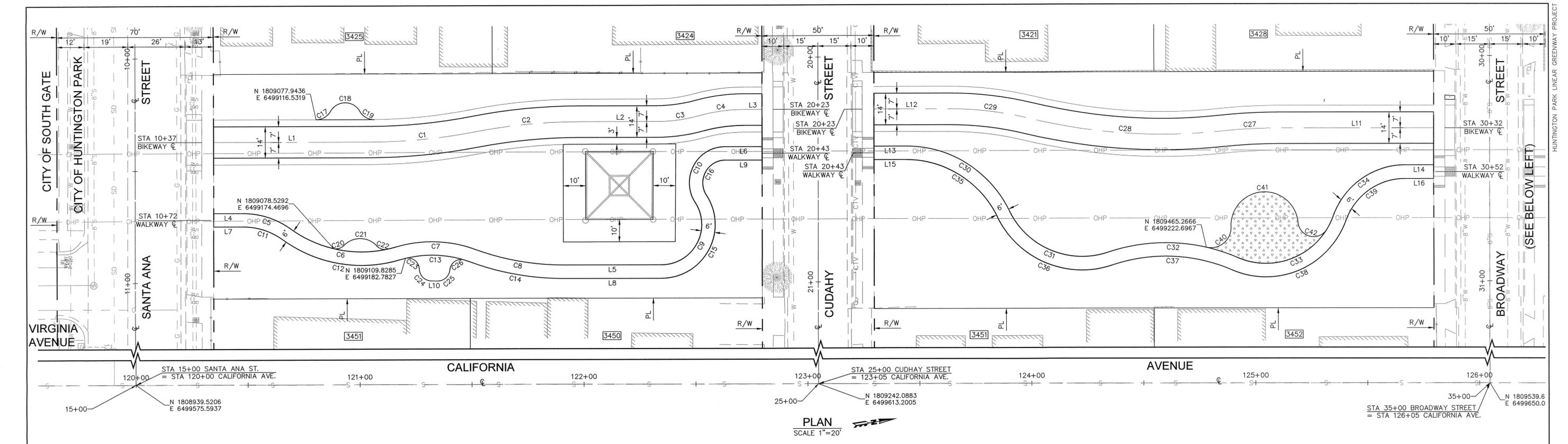


HUNTINGTON PARK LINEAR GREENWAY

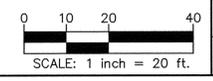
GRADING PLAN

SHEET 8 OF 29 SHEETS

DWG. NO. C-8



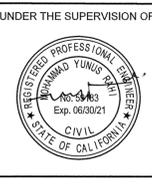
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INITIAL: DN DATE: 11/13/19



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www.infrastructure-engineers.com

DESIGNED BY: G. GUTIERREZ
DRAWN BY: P. JACOY
CHECKED BY: A. IDNANI DATE: 07/01/19



UNDER THE SUPERVISION OF:

HUNTINGTON PARK LINEAR GREENWAY

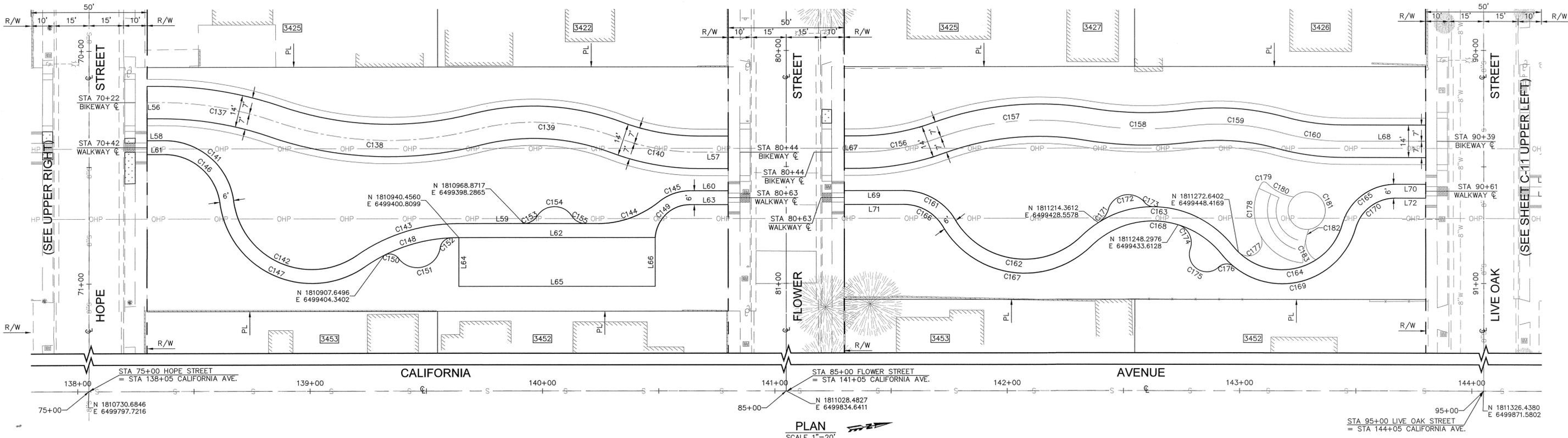
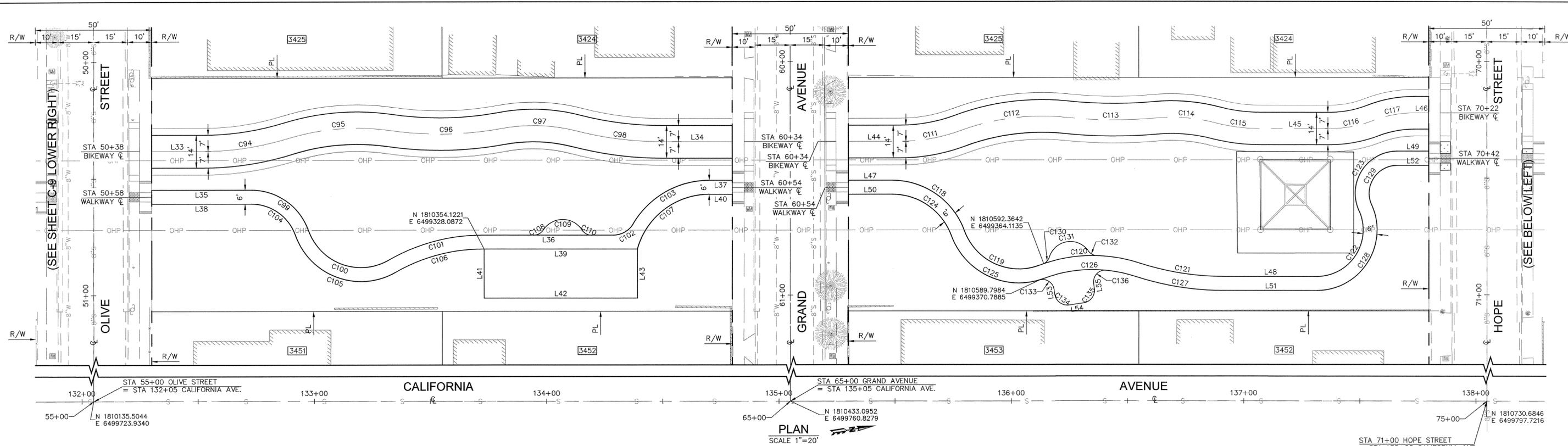
HORIZONTAL CONTROL PLAN

SHEET 9 OF 29 SHEETS

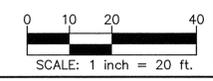
DWG. NO. **C-9**

INFRASTRUCTURE ENGINEERS
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HUNTINGTON PARK LINEAR GREENWAY PROJECT



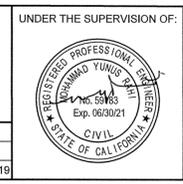
REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: DN DATE: 11/13/19



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INFRASTRUCTURE ENGINEERS
3060 Station Street, Suite 250
Brea, CA 92621
Tel: (714) 944-0100
Fax: (714) 944-0700
www.infrastructure-engineers.com

DESIGNED BY: G. GUTIERREZ
DRAWN BY: P. JACOY
CHECKED BY: A. IDNANI DATE: 07/01/19



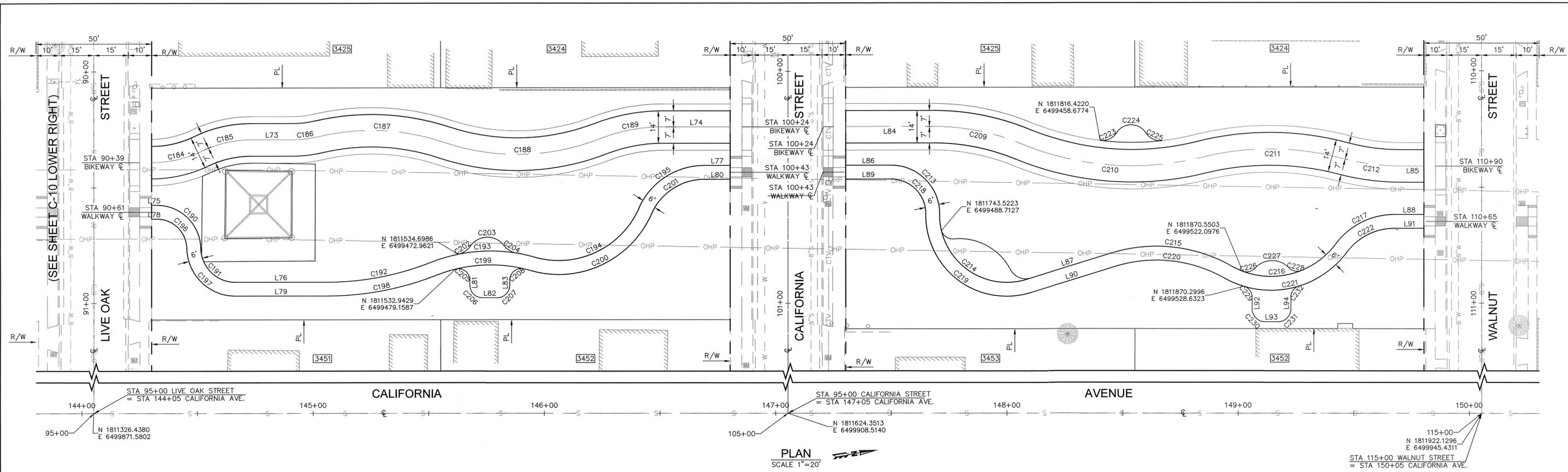
UNDER THE SUPERVISION OF:

HUNTINGTON PARK LINEAR GREENWAY

HORIZONTAL CONTROL PLAN

SHEET 10 OF 29 SHEETS

DWG. NO. **C-10**



Line #	Length	Direction
L1	69.78'	N7°03'59.62"E
L2	36.74'	N6°59'50.53"E
L3	8.14'	N7°04'00.00"E
L4	13.11'	S7°03'57.85"W
L5	43.83'	S7°04'00.00"W
L6	16.51'	S7°03'54.82"W
L7	13.11'	S7°04'23.99"W
L8	43.83'	S7°04'00.00"W
L9	16.51'	S7°03'54.80"W
L10	2.67'	S8°09'46.66"W

Curve #	Radius	Tangent	Length	Delta
C1	250.00'	23.61'	47.07'	10°47'
C2	250.00'	23.61'	47.07'	10°47'
C3	75.00'	8.70'	17.31'	13°14'
C4	75.00'	10.01'	19.90'	15°12'
C5	36.00'	11.75'	22.72'	36°09'
C6	54.00'	26.69'	49.57'	52°36'
C7	56.00'	18.56'	35.84'	36°40'
C8	114.00'	20.33'	40.24'	20°14'
C9	18.00'	33.13'	38.63'	122°58'
C10	16.00'	29.44'	34.34'	122°58'
C11	30.00'	9.79'	18.93'	36°09'
C12	60.00'	29.65'	55.08'	52°36'
C13	50.00'	16.57'	32.00'	36°40'

Curve #	Radius	Tangent	Length	Delta
C14	120.00'	21.40'	42.36'	20°14'
C15	24.00'	44.17'	51.51'	122°58'
C16	10.00'	18.40'	21.46'	122°58'
C17	7.50'	4.33'	7.85'	60°00'
C18	7.50'	12.99'	15.71'	120°00'
C19	7.50'	4.33'	7.85'	60°00'
C20	5.00'	2.75'	5.03'	57°40'
C21	10.00'	10.67'	16.36'	93°44'
C22	5.00'	2.87'	5.22'	59°47'
C23	5.00'	6.17'	8.89'	101°57'
C24	5.50'	5.24'	8.37'	87°12'
C25	5.50'	5.13'	8.26'	86°01'
C26	5.00'	6.15'	8.88'	101°48'

Line #	Length	Direction
L11	69.03'	N7°04'00.00"E
L12	33.79'	N7°04'00.00"E
L13	14.49'	S7°05'30.00"W
L14	12.89'	S7°05'30.00"W
L15	14.49'	S7°05'30.00"W
L16	12.89'	S7°03'53.12"W

Curve #	Radius	Tangent	Length	Delta
C27	250.00'	13.00'	25.97'	5°57'
C28	250.00'	43.47'	86.08'	19°44'
C29	150.00'	18.12'	36.07'	13°47'
C30	51.00'	32.07'	57.26'	64°19'
C31	36.00'	31.78'	52.07'	82°52'
C32	81.00'	31.02'	59.25'	41°55'
C33	32.00'	34.07'	52.27'	93°35'
C34	34.00'	23.91'	41.67'	70°14'
C35	45.00'	28.30'	50.52'	64°19'
C36	42.00'	37.07'	60.75'	82°52'
C37	75.00'	28.72'	54.86'	41°55'
C38	38.00'	40.46'	62.07'	93°35'
C39	28.00'	19.69'	34.32'	70°14'
C40	9.00'	11.73'	16.50'	105°01'
C41	15.00'	515.02'	46.25'	176°40'
C42	7.00'	20.90'	17.47'	142°58'

Line #	Length	Direction
L17	29.00'	N7°05'30.00"E
L18	33.88'	N7°05'30.01"E
L19	25.28'	N7°05'30.00"E
L20	14.24'	N7°03'54.34"E
L21	25.30'	N7°03'56.39"E
L22	14.24'	N7°05'30.01"E
L23	3.26'	S29°12'47.07"W

Curve #	Radius	Tangent	Length	Delta
C43	125.00'	11.91'	23.75'	10°53'
C44	125.00'	23.13'	45.74'	20°58'
C45	125.00'	24.75'	48.86'	22°24'
C46	75.00'	22.40'	43.53'	33°15'
C47	75.00'	13.86'	27.41'	20°56'
C48	34.00'	20.97'	37.58'	63°20'
C49	36.00'	33.97'	54.46'	86°41'
C50	71.00'	32.35'	60.70'	48°59'
C51	36.00'	33.59'	54.05'	86°02'
C52	32.00'	18.75'	33.92'	60°44'
C53	28.00'	17.28'	30.97'	63°22'
C54	42.00'	39.63'	63.54'	86°41'

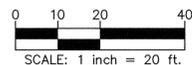
Curve #	Radius	Tangent	Length	Delta
C55	42.00'	39.63'	63.54'	86°41'
C56	65.00'	29.61'	55.57'	48°59'
C57	65.00'	29.61'	55.57'	48°59'
C58	42.00'	39.18'	63.06'	86°02'
C59	26.00'	15.24'	27.56'	60°44'
C60	5.00'	1.93'	3.68'	42°11'
C61	10.00'	15.92'	20.20'	115°45'
C62	5.00'	1.93'	3.68'	42°11'
C63	5.00'	5.88'	8.66'	99°14'
C64	5.50'	5.50'	8.64'	90°00'
C65	5.50'	5.50'	8.64'	90°00'
C66	5.00'	4.14'	6.92'	79°16'

LINE AND CURVE DATA FROM SANTA ANA ST. TO CUDAHY ST.

LINE AND CURVE DATA FROM CUDAHY ST. TO BROAD WAY ST.

LINE AND CURVE DATA FROM BROAD WAY ST. TO HILL ST.

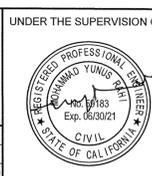
REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: DN DATE: 11/13/19



NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

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DESIGNED BY: G. GUTIERREZ
DRAWN BY: P. JACOY
CHECKED BY: A. IDNANI DATE: 07/01/19



HUNTINGTON PARK LINEAR GREENWAY
HORIZONTAL CONTROL PLAN
&
HORIZONTAL CONTROL DATA TABLES

SHEET 11 OF 29 SHEETS DWG. NO. C-11

Line Data table with columns: Line #, Length, Direction. Rows L24 to L32.

Curve Data table with columns: Curve #, Radius, Tangent, Length, Delta. Rows C67 to C80.

Curve Data table with columns: Curve #, Radius, Tangent, Length, Delta. Rows C81 to C93.

Line Data table with columns: Line #, Length, Direction. Rows L33 to L55.

Curve Data table with columns: Curve #, Radius, Tangent, Length, Delta. Rows C94 to C103.

Curve Data table with columns: Curve #, Radius, Tangent, Length, Delta. Rows C104 to C110.

Line Data table with columns: Line #, Length, Direction. Rows L44 to L52.

Curve Data table with columns: Curve #, Radius, Tangent, Length, Delta. Rows C111 to C123.

Curve Data table with columns: Curve #, Radius, Tangent, Length, Delta. Rows C124 to C136.

LINE AND CURVE DATA FROM HILL ST. TO OLIVE ST.

LINE AND CURVE DATA FROM OLIVE ST. TO GRAND AVE.

LINE AND CURVE DATA FROM GRAND AVE. TO HOPE ST.

Line Data table with columns: Line #, Length, Direction. Rows L56 to L66.

Curve Data table with columns: Curve #, Radius, Tangent, Length, Delta. Rows C137 to C150.

Curve Data table with columns: Curve #, Radius, Tangent, Length, Delta. Rows C151 to C155.

Line Data table with columns: Line #, Length, Direction. Rows L67 to L72.

Curve Data table with columns: Curve #, Radius, Tangent, Length, Delta. Rows C156 to C169.

Curve Data table with columns: Curve #, Radius, Tangent, Length, Delta. Rows C170 to C183.

Line Data table with columns: Line #, Length, Direction. Rows L73 to L83.

Curve Data table with columns: Curve #, Radius, Tangent, Length, Delta. Rows C184 to C197.

Curve Data table with columns: Curve #, Radius, Tangent, Length, Delta. Rows C198 to C208.

LINE AND CURVE DATA FROM HOPE ST. TO FLOWER ST.

LINE AND CURVE DATA FROM FLOWER ST. TO LIVE OAK ST.

LINE AND CURVE DATA FROM LIVE OAK ST. TO CALIFORNIA ST.

Line Data table with columns: Line #, Length, Direction. Rows L84 to L94.

Curve Data table with columns: Curve #, Radius, Tangent, Length, Delta. Rows C209 to C220.

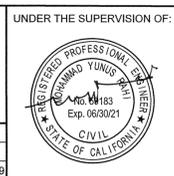
Curve Data table with columns: Curve #, Radius, Tangent, Length, Delta. Rows C221 to C232.

LINE AND CURVE DATA FROM CALIFORNIA ST. TO WALNUT ST.

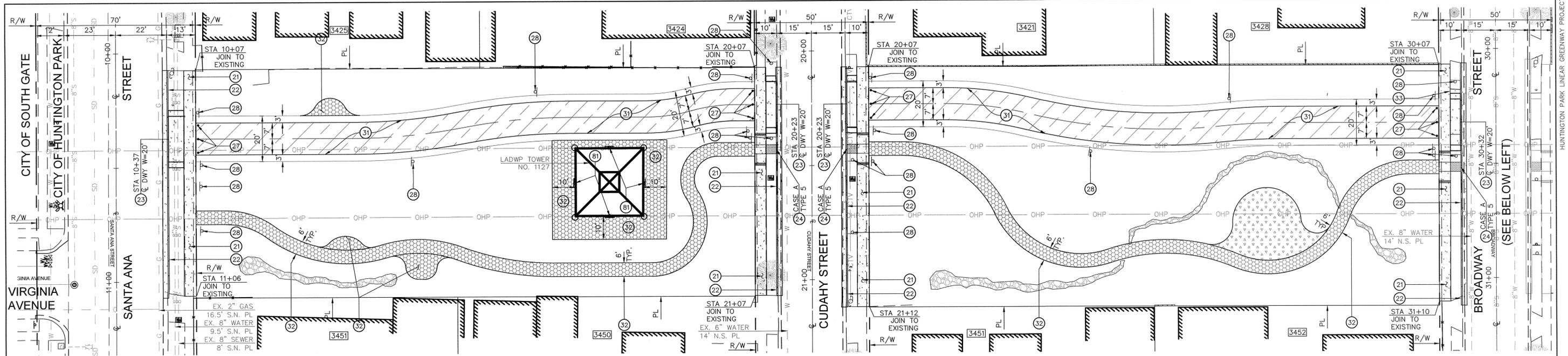
REVIEWED AND ACCEPTED BY LADWP POWER SYSTEM RIGHT-OF-WAY ENGINEERING INITIAL: DN DATE: 11/13/19

Revisions table with columns: NO., REVISIONS, REVISED BY, APPROVED BY, DATE.

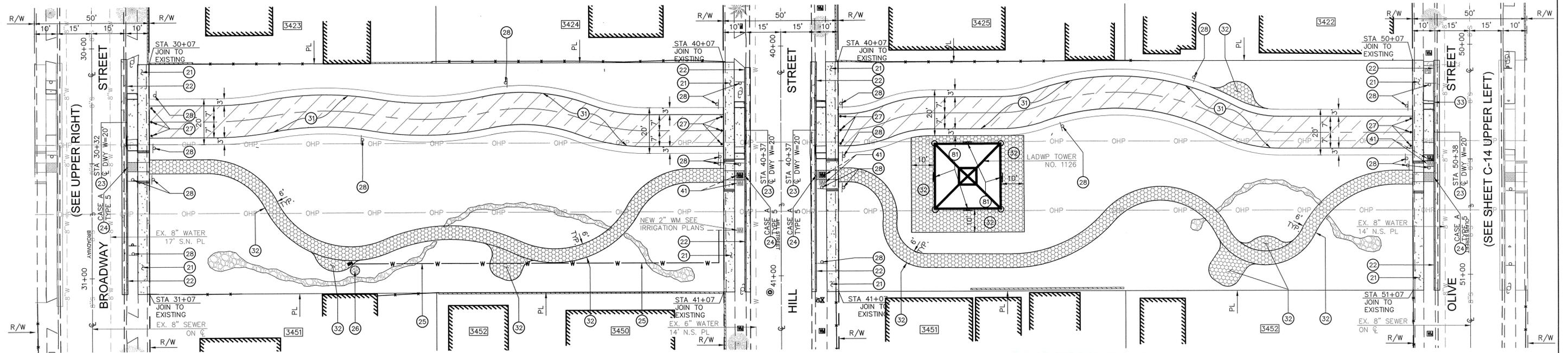
Infrastructure Engineers logo and contact information: 3060 Solum Street, Suite 250, Brea, CA 92621. Includes 'DESIGNED BY: G. GUTIERREZ', 'DRAWN BY: P. JACOY', and 'CHECKED BY: A. IDNANI DATE: 07/01/19'.



Project title block: HUNTINGTON PARK LINEAR GREENWAY HORIZONTAL CONTROL DATA TABLES. SHEET 12 OF 29 SHEETS. DWG. NO. C-12. 6900.08



PLAN
SCALE 1"=20'



PLAN
SCALE 1"=20'

CONSTRUCTION NOTES:

- 21 CONSTRUCT CONCRETE SIDEWALK 4" THICK, PER SPPWC STD. PLAN 113-2.
- 22 CONSTRUCT CONCRETE CURB AND GUTTER, TYPE A2-6(150) PER SPPWC STD. PLAN 120-2.
- 23 CONSTRUCT CONCRETE DRIVEWAY APPROACH (OR PARTIALLY) PER SPPWC STD. PLAN 110-2.
- 24 CONSTRUCT CONCRETE CURB RAMP INCLUDING DEPRESSED CURB AND/OR GUTTER PER SPPWC STD. PLAN 111-5.
- 25 FURNISH AND INSTALL NEW 3/4" COPPER WATER PIPELINE FOR DRINKING FOUNTAIN.
- 26 CONSTRUCT SUMP FOR DRINKING FOUNTAIN PER DETAIL 6 ON SHEET C-16.
- 27 FURNISH AND INSTALL REMOVABLE BOLLARD PER DETAIL 3 ON SHEET C-16.

CONSTRUCTION NOTES (CONT.):

- 28 INSTALL NEW POST AND SIGN (SEE STRIPING PLAN FOR SIGNAGE DETAILS).
 - 29 CONSTRUCT NEW ASPHALT CONCRETE SPEED BUMP, PER DETAIL 4 ON SHEET C-16.
 - 30 FURNISH AND INSTALL NEW 3/4" WATER METER SERVICE (BY OTHERS).
 - 31 CONSTRUCT 8" THICK PERMEABLE CONCRETE, OVER 6" CRUSHED MISCELLANEOUS BASE (CMB), OVER 90% COMPACTED NATIVE GROUND, PER DETAIL 1 ON SHEET C-16.
 - 32 CONSTRUCT 4" THICK DECOMPOSED GRANITE WALKWAY OVER 4" CRUSHED MISCELLANEOUS BASE (CMB), COMPACTED TO 95% MINIMUM. PER DETAIL 2 ON SHEET C-16.
 - 33 UNCLASSIFIED FILL
- ADJUSTMENT/RELOCATION**
- 41 RELOCATE EXISTING WATER METER BOX AND COVER.

LEGEND:

- ASPHALT CONCRETE
- DECOMPOSED GRANITE
- PORTLAND CEMENT CONCRETE (PCC)
- SUMP
- RUBBER SURFACE (SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS)
- ROCK BIOSWALE (SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS)
- MEDITATION MAZE (SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS)
- AMPHITHEATER (SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS)

BY OTHERS:

- 81 INSTALL NEW POST AND SIGN (BY LADWP).

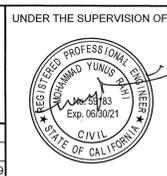
REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: DN DATE: 11/13/19

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE



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DESIGNED BY: G. GUTIERREZ
DRAWN BY: R. ZELAYA
CHECKED BY: Y. RAHI DATE: 07/01/19



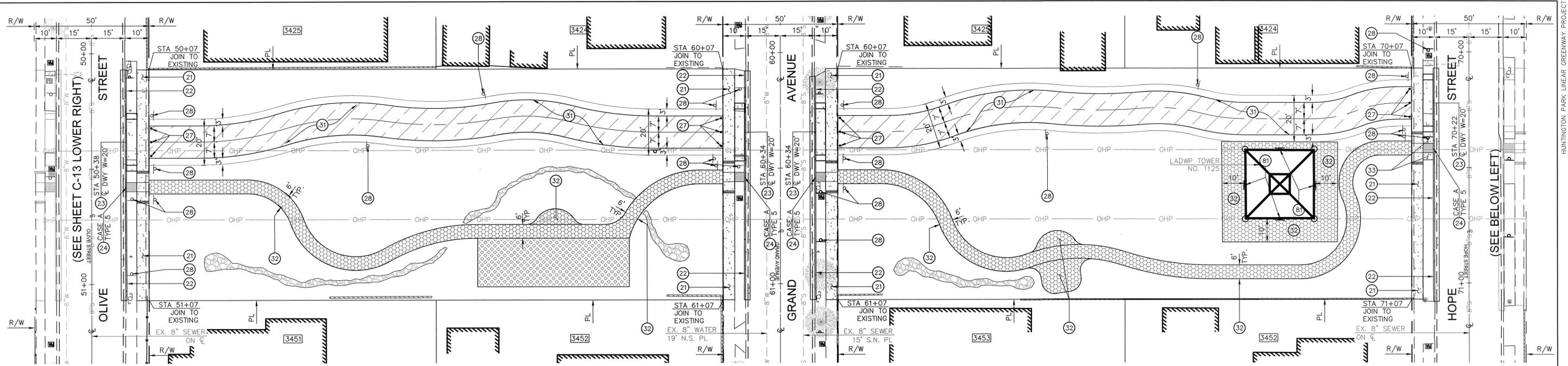
HUNTINGTON PARK LINEAR GREENWAY
IMPROVEMENT PLAN

SHEET 13 OF 29 SHEETS

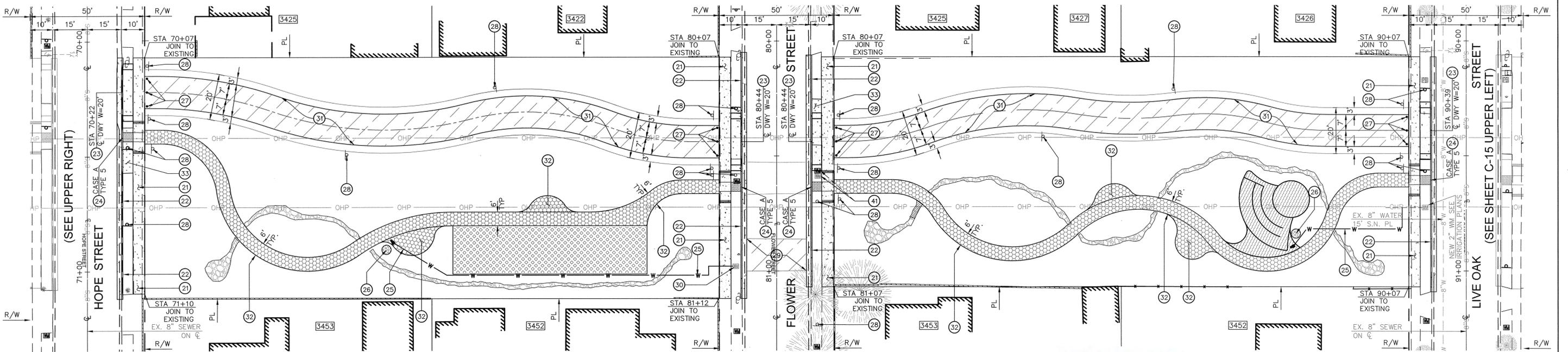
DWG. NO. **C-13**

INFRASTRUCTURE ENGINEERS
 G:\Huntington Park Linear Greenway\CAD\Sheets\BCL3-SIP-LP01-690008 7/1/2019 2:30:18 PM Peter Jaccoy

HUNTINGTON PARK LINEAR GREENWAY PROJECT



PLAN
SCALE 1"=20'



PLAN
SCALE 1"=20'

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: DN DATE: 11/13/19

CONSTRUCTION NOTES:

- (21) CONSTRUCT CONCRETE SIDEWALK 4" THICK, PER SPPWC STD. PLAN 113-2.
- (22) CONSTRUCT CONCRETE CURB AND GUTTER, TYPE A2-6(150) PER SPPWC STD. PLAN 120-2.
- (23) CONSTRUCT CONCRETE DRIVEWAY APPROACH (OR PARTIALLY) PER SPPWC STD. PLAN 110-2.
- (24) CONSTRUCT CONCRETE CURB RAMP INCLUDING DEPRESSED CURB AND/OR GUTTER PER SPPWC STD. PLAN 111-5.
- (25) FURNISH AND INSTALL NEW 3/4" COPPER WATER PIPELINE FOR DRINKING FOUNTAIN.
- (26) CONSTRUCT SUMP FOR DRINKING FOUNTAIN PER DETAIL 6 ON SHEET C-16.
- (27) FURNISH AND INSTALL REMOVABLE BOLLARD PER DETAIL 3 ON SHEET C-16.

CONSTRUCTION NOTES (CONT.):

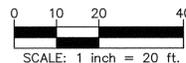
- (28) INSTALL NEW POST AND SIGN (SEE STRIPING PLAN FOR SIGNAGE DETAILS).
- (29) CONSTRUCT NEW ASPHALT CONCRETE SPEED BUMP, PER DETAIL 4 ON SHEET C-16.
- (30) FURNISH AND INSTALL NEW 3/4" WATER METER SERVICE (BY OTHERS).
- (31) CONSTRUCT 8" THICK PERMEABLE CONCRETE, OVER 6" CRUSHED MISCELLANEOUS BASE (CMB), OVER 90% COMPACTED NATIVE GROUND, PER DETAIL 1 ON SHEET C-16.
- (32) CONSTRUCT 4" THICK DECOMPOSED GRANITE WALKWAY OVER 4" CRUSHED MISCELLANEOUS BASE (CMB), COMPACTED TO 95% MINIMUM. PER DETAIL 2 ON SHEET C-16.
- (33) UNCLASSIFIED FILL
- ADJUSTMENT/RELOCATION**
- (41) RELOCATE EXISTING WATER METER BOX AND COVER.

LEGEND:

- ASPHALT CONCRETE
- DECOMPOSED GRANITE
- PORTLAND CEMENT CONCRETE (PCC)
- SUMP
- RUBBER SURFACE (SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS)
- ROCK BIOSWALE (SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS)
- MEDITATION MAZE (SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS)
- AMPHITHEATER (SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS)

BY OTHERS:

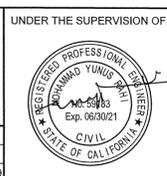
- (81) INSTALL NEW POST AND SIGN (BY LADWP).



NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

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Brea, CA 92621
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www.infrastructure-engineers.com

DESIGNED BY: G. GUTIERREZ
DRAWN BY: R. ZELAYA
CHECKED BY: Y. RAHI DATE: 07/01/19



UNDER THE SUPERVISION OF:

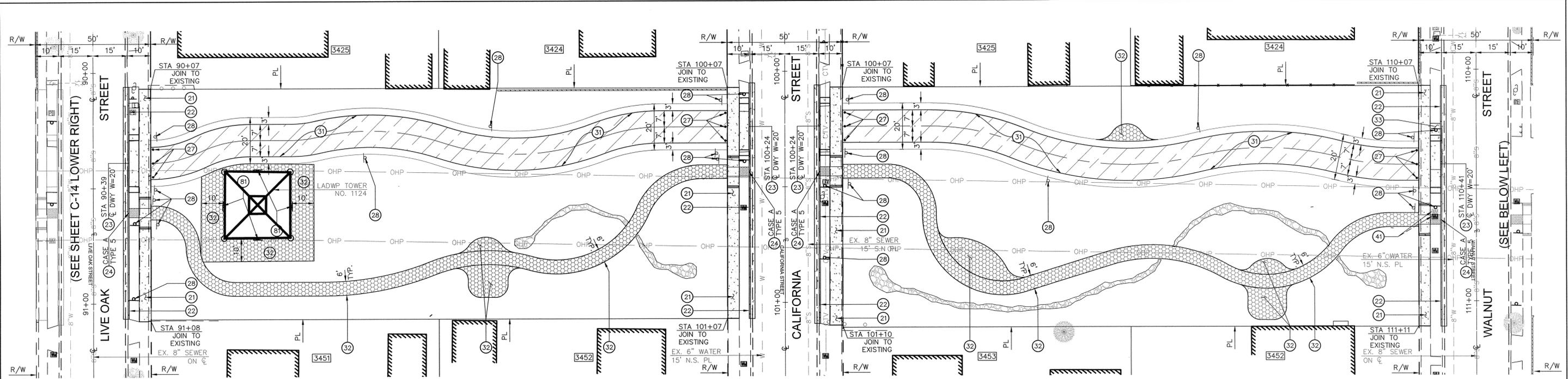
HUNTINGTON PARK LINEAR GREENWAY

IMPROVEMENT PLAN

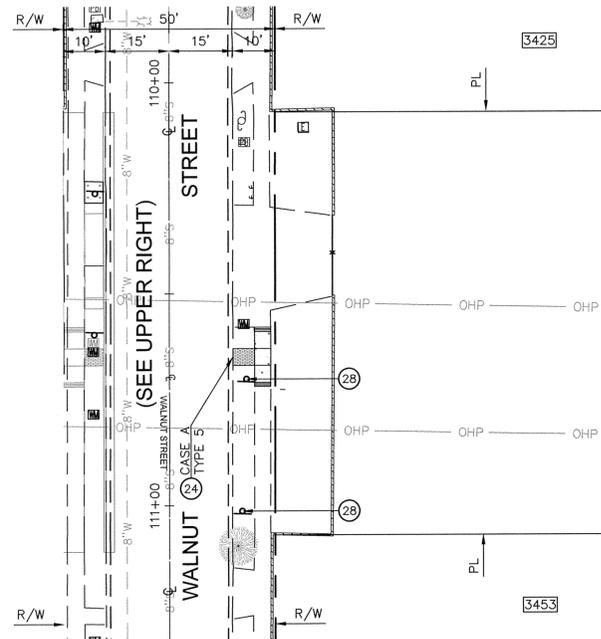
SHEET 14 OF 29 SHEETS

DWG. NO. C-14

6900.08



PLAN
SCALE 1"=20'



PLAN
SCALE 1"=20'

REVIEWED AND ACCEPTED BY
 LADWP
 POWER SYSTEM
 RIGHT-OF-WAY ENGINEERING
 INITIAL: DN DATE: 11/13/19

CONSTRUCTION NOTES:

- (21) CONSTRUCT CONCRETE SIDEWALK 4" THICK, PER SPPWC STD. PLAN 113-2.
- (22) CONSTRUCT CONCRETE CURB AND GUTTER, TYPE A2-6(150) PER SPPWC STD. PLAN 120-2.
- (23) CONSTRUCT CONCRETE DRIVEWAY APPROACH (OR PARTIALLY) PER SPPWC STD. PLAN 110-2.
- (24) CONSTRUCT CONCRETE CURB RAMP INCLUDING DEPRESSED CURB AND/OR GUTTER PER SPPWC STD. PLAN 111-5.
- (25) FURNISH AND INSTALL NEW 3/4" COPPER WATER PIPELINE FOR DRINKING FOUNTAIN.
- (26) CONSTRUCT SUMP FOR DRINKING FOUNTAIN PER DETAIL 6 ON SHEET C-16.
- (27) FURNISH AND INSTALL REMOVABLE BOLLARD PER DETAIL 3 ON SHEET C-16.

CONSTRUCTION NOTES (CONT.):

- (28) INSTALL NEW POST AND SIGN (SEE STRIPING PLAN FOR SIGNAGE DETAILS).
- (29) CONSTRUCT NEW ASPHALT CONCRETE SPEED BUMP, PER DETAIL 4 ON SHEET C-16.
- (30) FURNISH AND INSTALL NEW 3/4" WATER METER SERVICE (BY OTHERS).
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- (33) UNCLASSIFIED FILL
- ADJUSTMENT/ RELOCATION**
- (41) RELOCATE EXISTING WATER METER BOX AND COVER.

LEGEND:

- ASPHALT CONCRETE
- DECOMPOSED GRANITE
- PORTLAND CEMENT CONCRETE (PCC)
- SUMP
- RUBBER SURFACE (SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS)
- ROCK BIOSWALE (SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS)
- MEDITATION MAZE (SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS)
- AMPHITHEATER (SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS)

BY OTHERS:

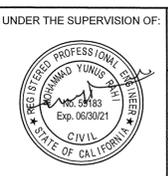
- (81) INSTALL NEW POST AND SIGN (BY LADWP).



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 CHECKED BY: Y. RAHI DATE: 07/01/19

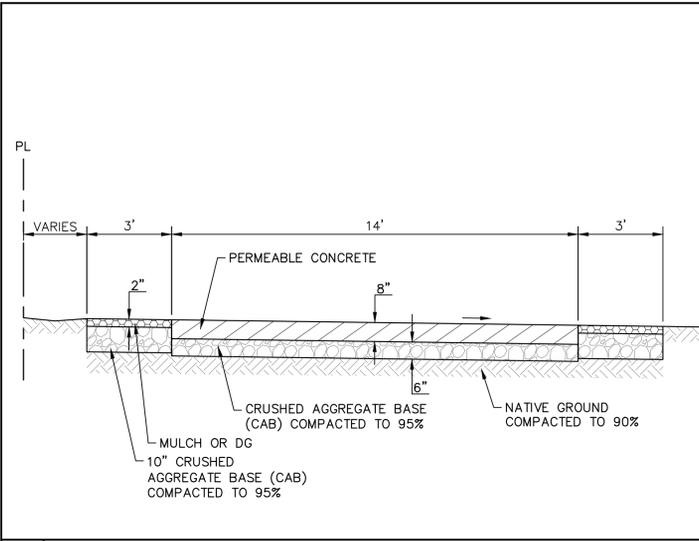


HUNTINGTON PARK LINEAR GREENWAY

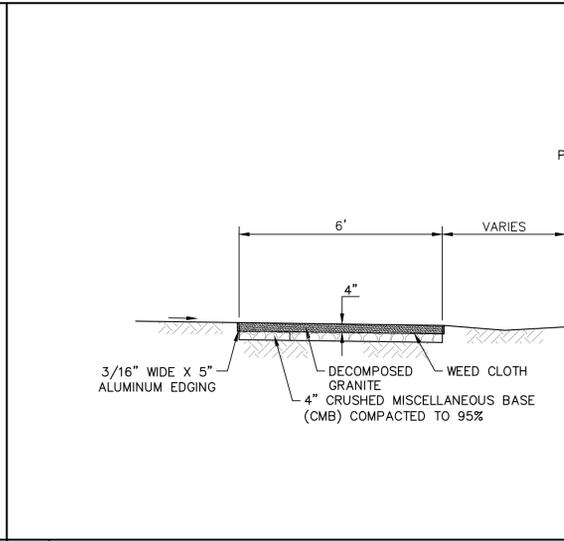
IMPROVEMENT PLAN

SHEET 15 OF 29 SHEETS

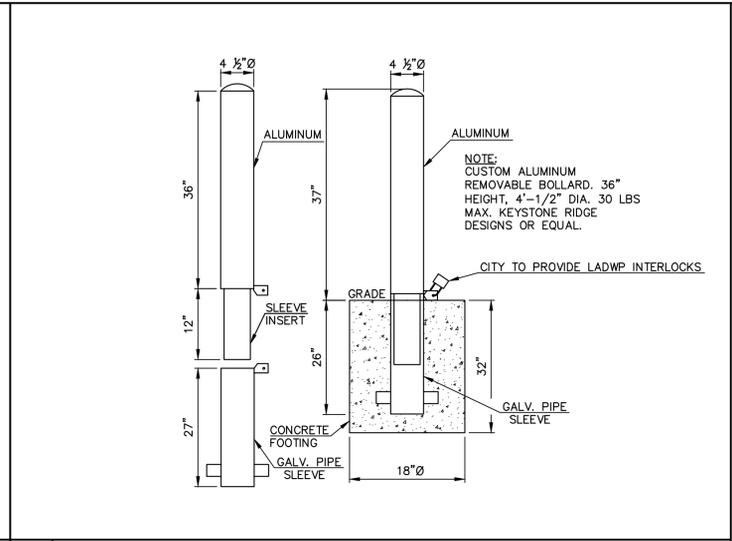
DWG. NO. C-15



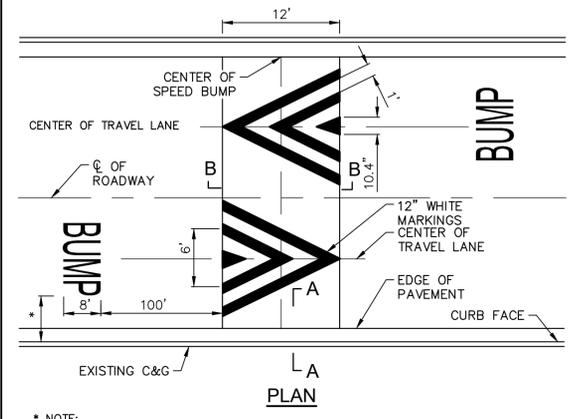
1 **BIKEWAY CROSS SECTION DETAIL**
NOT TO SCALE



2 **WALKWAY CROSS SECTION DETAIL**
NOT TO SCALE

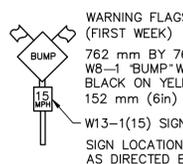


3 **REMOVABLE BOLLARD DETAIL**
NOT TO SCALE



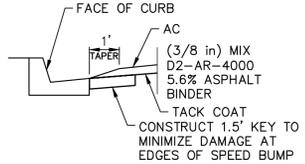
INSTALLATION DETAILS:

1. SPEED BUMPS SHALL NOT BE PLACED OVER MANHOLES, WATER VALVES, JUNCTION CHAMBERS, ETC.
2. EDGE OF SPEED BUMP SHALL BE 3.0 m (10') MINIMUM FROM EDGE AND UPHILL OF DRIVEWAY.
3. WHENEVER POSSIBLE SPEED BUMPS SHALL BE PLACED AT PROPERTY LINES INSTEAD OF MID-LOT.
4. WHENEVER POSSIBLE SPEED BUMPS SHALL BE PLACED ADJACENT TO STREET LIGHTS.
5. OPTIONAL ADVANCE WARNING MARKINGS TO BE DETERMINED BY CITY ENGINEER PRIOR TO INSTALLATION.
6. THE MESSAGE "BUMP" WILL BE A REFLECTIVE WHITE PAVEMENT MARKING AND BE PLACED ONLY ON THE FIRST SPEED BUMP OF EACH BLOCK.

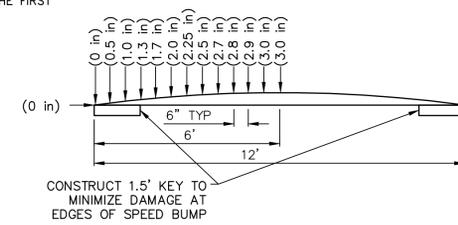


762 mm BY 762 mm (30inX30in)
W8-1 'BUMP' WARNING SIGN
BLACK ON YELLOW OR W17-1 'SPEED BUMP'
152 mm (6in) SERIES E LETTERS

W13-1(15) SIGN
SIGN LOCATIONS:
AS DIRECTED BY ENGINEER



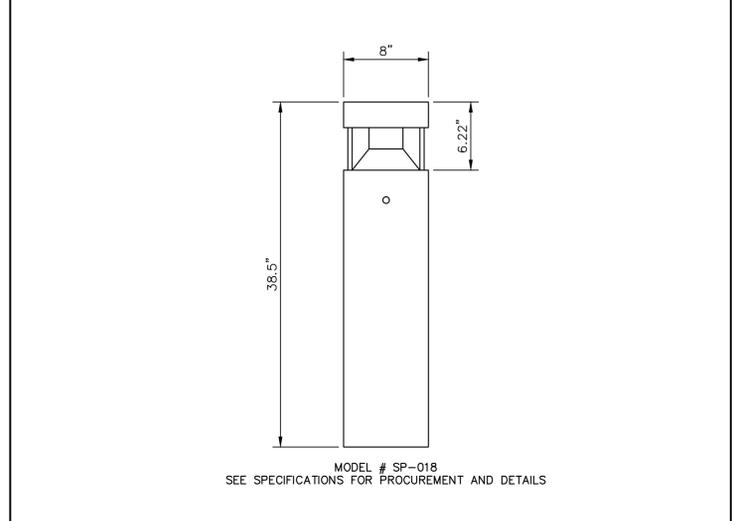
SECTION A-A



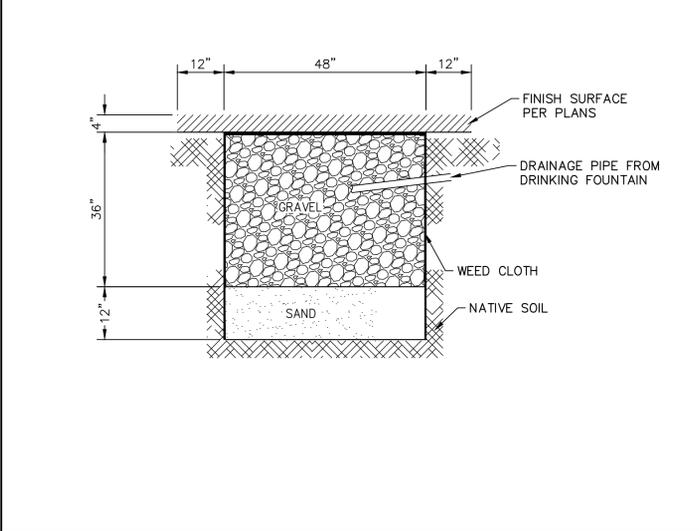
SECTION B-B

* NOTE:
WHEN STREET IS 10.4 m (34') OR
LESS IN WIDTH, THE END OF "BUMP"
MESSAGE SHALL BE 2.4 m (8')
FROM THE CURB FACE.

4 **3" SPEED BUMP DETAIL**
NOT TO SCALE



5 **BOLLARD LIGHT DETAIL**
NOT TO SCALE



6 **SUMP DETAIL**
NOT TO SCALE

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: DN DATE: 11/13/19

INFRASTRUCTURE ENGINEERS
 C:\Huntington Park\6900_08-Huntington Park Linear Greenway\CAD\Sheets\8C16-TDP-LP01-690008 8/30/2019 2:09:06 PM Gabriel Gutierrez

HUNTINGTON PARK LINEAR GREENWAY PROJECT

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
 3060 Saturn Street, Suite 250
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 www.infrastructure-engineers.com

DESIGNED BY: G. GUTIERREZ
 DRAWN BY: R. ZELAYA
 CHECKED BY: Y. RAHI DATE: 08/30/19

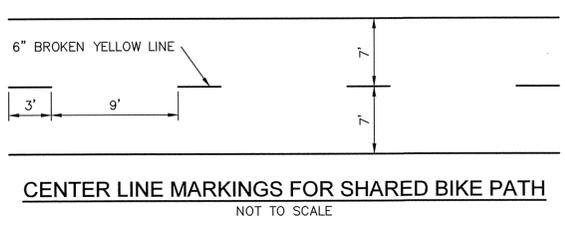
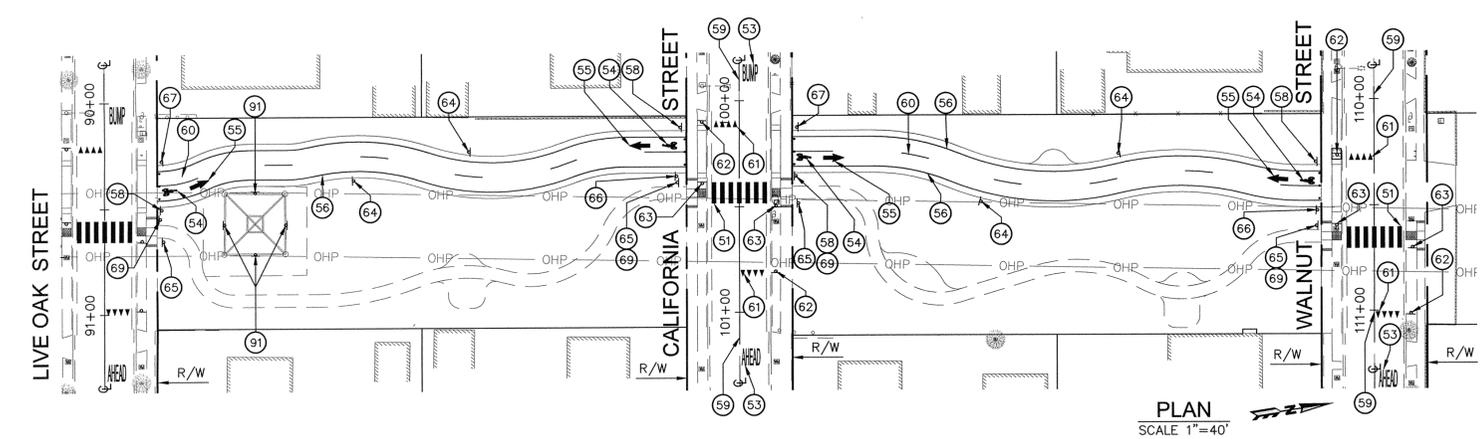
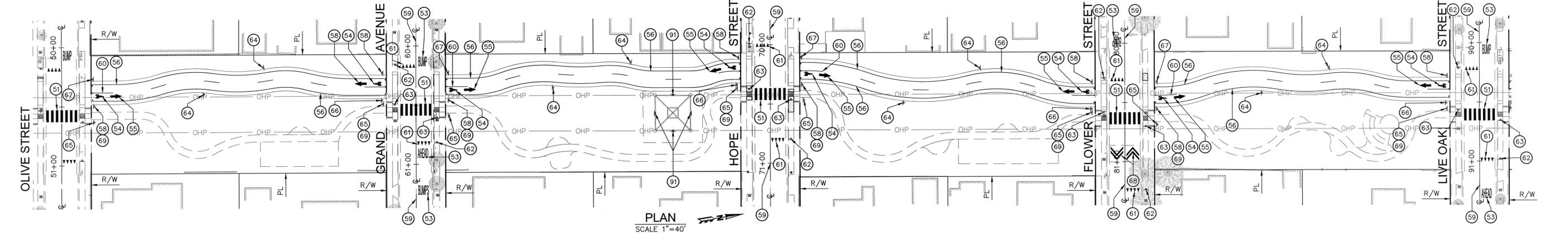
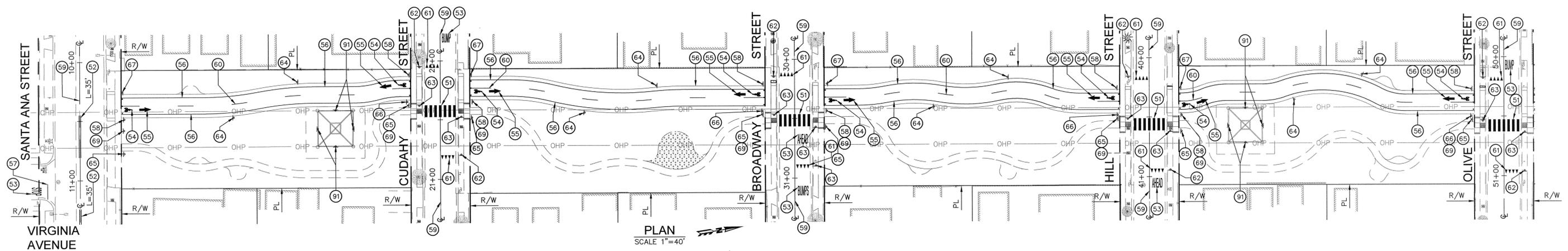
UNDER THE SUPERVISION OF:

HUNTINGTON PARK LINEAR GREENWAY

TYPICAL SECTIONS AND DETAILS

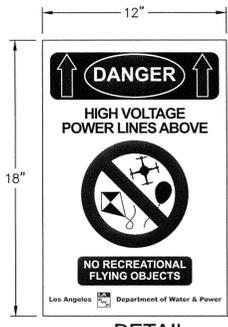
SHEET 16 OF 29 SHEETS

DWG. NO. **C-16**



R44A (CA)	W11-15	W11-2	R5-6
W16-7P	W11-1	R9-3bP(R)	R9-3bP(L)

SIGN LEGEND



REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: DN DATE: 11/13/19

GENERAL STRIPING, MARKING AND SIGNING NOTES:

- ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS (LATEST EDITIONS).
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. THIS INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- LANE WIDTHS SHALL BE MEASURED BETWEEN CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE.
- ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE PAINTED ON PAVEMENT.
- BIKE LANE SYMBOL WITH PERSON AND BIKE LANE ARROW SHALL BE SPACED SIX FEET APART FROM EACH OTHER.

TRAFFIC STRIPING, MARKING AND SIGNING NOTES:

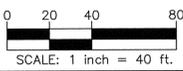
- PLACE 10' WIDE WHITE PAINTED CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F.
- PLACE DOUBLE YELLOW PAINTED "NO PASSING ZONE-TWO DIRECTION" LINE PER CALTRANS STD PLAN A20A DETAIL 22.
- PLACE WHITE PAINTED PAVEMENT MARKING NUMERAL AND/OR WORDS PER CALTRANS STD PLAN A24D AND A24E PER PLANS.

TRAFFIC STRIPING, MARKING AND SIGNING NOTES (CONTINUED):

- PLACE WHITE PAINTED PAVEMENT MARKING SYMBOL PER CALTRANS STD PLAN A24C AND PER PLANS.
- PLACE WHITE PAINTED PAVEMENT MARKING BIKE ARROW PER CALTRANS STD PLAN A24A AND PER PLAN.
- PLACE 6" WHITE PAINTED BIKE LANE LINES PER CALTRANS STD PLAN A20D DETAIL 39, LENGTH PER PLAN.
- PLACE 12" WIDE WHITE PAINTED LIMIT LINE PER CALTRANS STD PLAN A24E.
- FURNISH AND INSTALL R44A (CA) SIGN PER LATEST CA-MUTCD GUIDELINES.
- PLACE YELLOW DASHED PAINTED LINE PER CALTRANS STD PLAN A20A DETAIL 1.
- PLACE 6" YELLOW PAINTED CENTER LINE MARKINGS PER CA-MUTCD FIGURE 9C-2. SEE CENTER LINE MARKINGS FOR SHARED BIKE PATH.
- PLACE WHITE PAINTED SERIES OF ISOSCELES TRIANGLES YIELD LINE PER CALTRANS STD PLAN A24E.
- FURNISH AND INSTALL W11-15 SIGN PER LATEST CA-MUTCD GUIDELINES.
- FURNISH AND INSTALL W11-2 AND W16-7P SIGN PER LATEST CA-MUTCD GUIDELINES ON FIGURE 3B-17.

TRAFFIC STRIPING, MARKING AND SIGNING NOTES (CONTINUED):

- FURNISH AND INSTALL W11-1 SIGN PER LATEST CA-MUTCD GUIDELINES.
 - FURNISH AND INSTALL R5-6 SIGN PER LATEST CA-MUTCD GUIDELINES.
 - FURNISH AND INSTALL R9-3bP SIGN PER LATEST CA-MUTCD GUIDELINES.
 - FURNISH AND INSTALL R9-3bP (L) SIGN PER LATEST CA-MUTCD GUIDELINES.
 - PLACE WHITE PAINTED PAVEMENT MARKINGS FOR SPEED BUMPS, PER LATEST CA-MUTCD GUIDELINES 3B-29 OPTION C.
- SIGNING BY OTHERS:**
- FURNISH AND INSTALL NO KITES AND BALLOONS SIGN PER DETAIL ON SHEET C-17 (BY LADWP).



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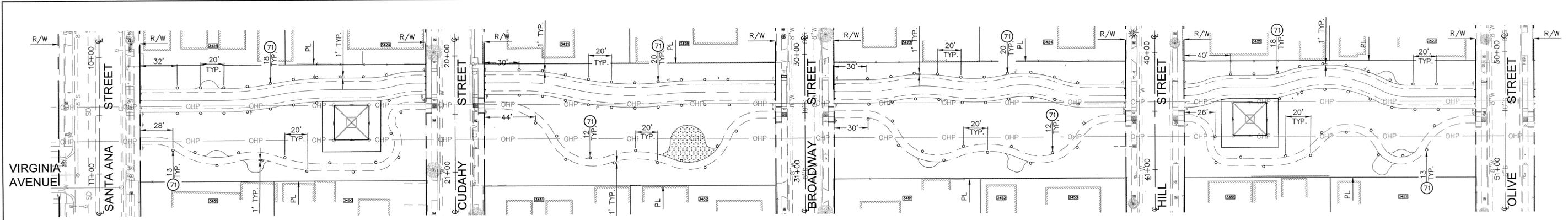
DESIGNED BY: S. MOUSAVI
DRAWN BY: S. MOUSAVI
CHECKED BY: Y. RAHI DATE: 07/01/19

UNDER THE SUPERVISION OF:

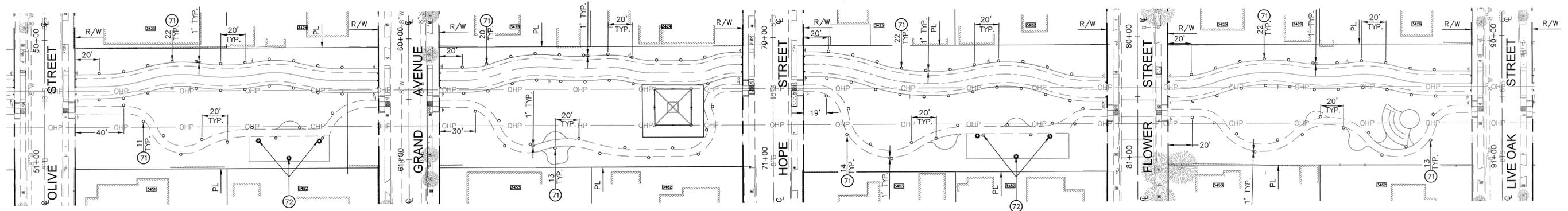
HUNTINGTON PARK LINEAR GREENWAY

TRAFFIC STRIPING, MARKING AND SIGNING PLAN

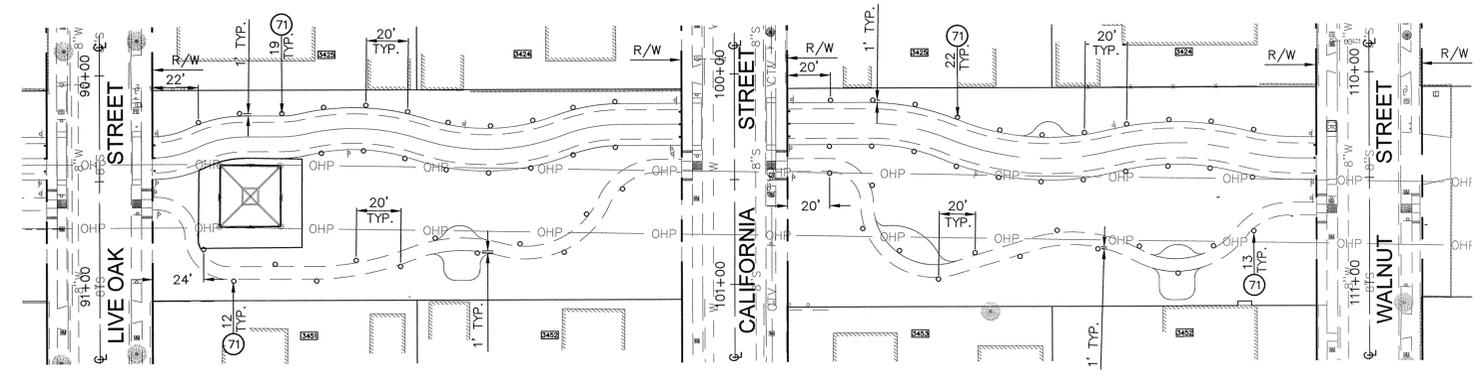
SHEET 17 OF 29 SHEETS DWG. NO. C-17



PLAN
SCALE 1"=40'



PLAN
SCALE 1"=40'



PLAN
SCALE 1"=40'

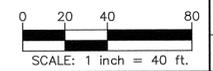
LIGHTING NOTES:

LIGHTING WORK AND OTHER RELATED WORK

- (71) FURNISH AND INSTALL SOLAR LED BOLLARD LIGHTS, AND FOOTING PER SPECIFICATION.
- (72) FURNISH AND INSTALL SOLAR LED PEDESTRIAN LIGHT, 14' POLE AND FOOTING PER SPECIFICATION. FINAL LOCATION TO BE DETERMINED BY CITY ENGINEER.

LEGEND:

- SOLAR LED LIGHT POLE
- SOLAR LED BOLLARD LIGHTS
- TREE



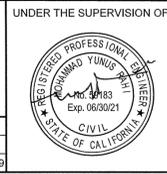
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 C:\Huntington Park\6900_08-Huntington Park Linear Greenway\CAD\Sheets\8C18-LCT-LP01-690008 7/1/2019 2:41:21 PM Peter Jacoy

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DESIGNED BY: G. GUTIERREZ
 DRAWN BY: P. JACOY
 CHECKED BY: Y. RAHI DATE: 07/01/19



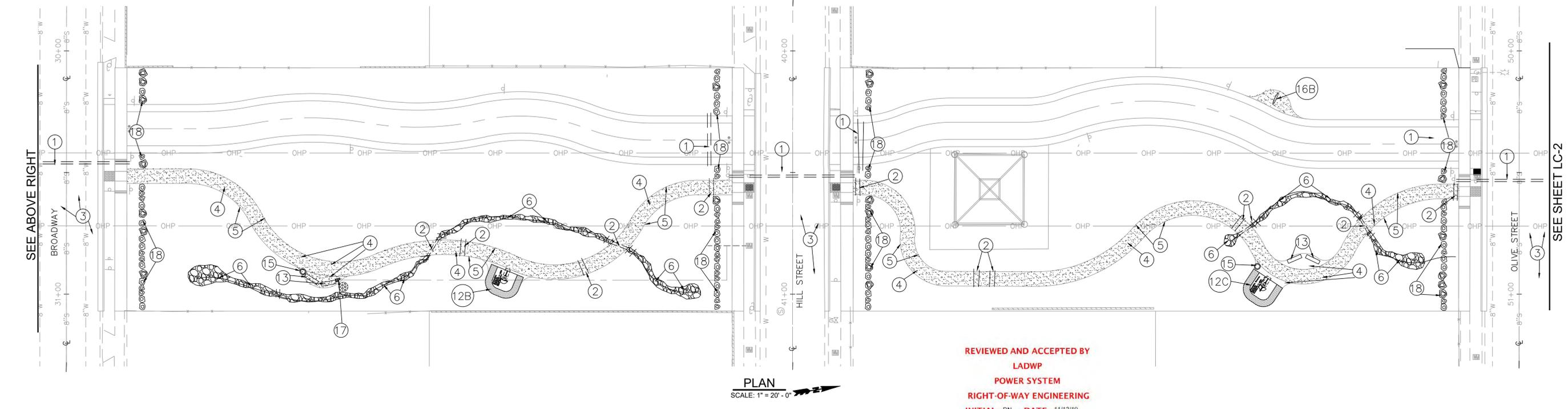
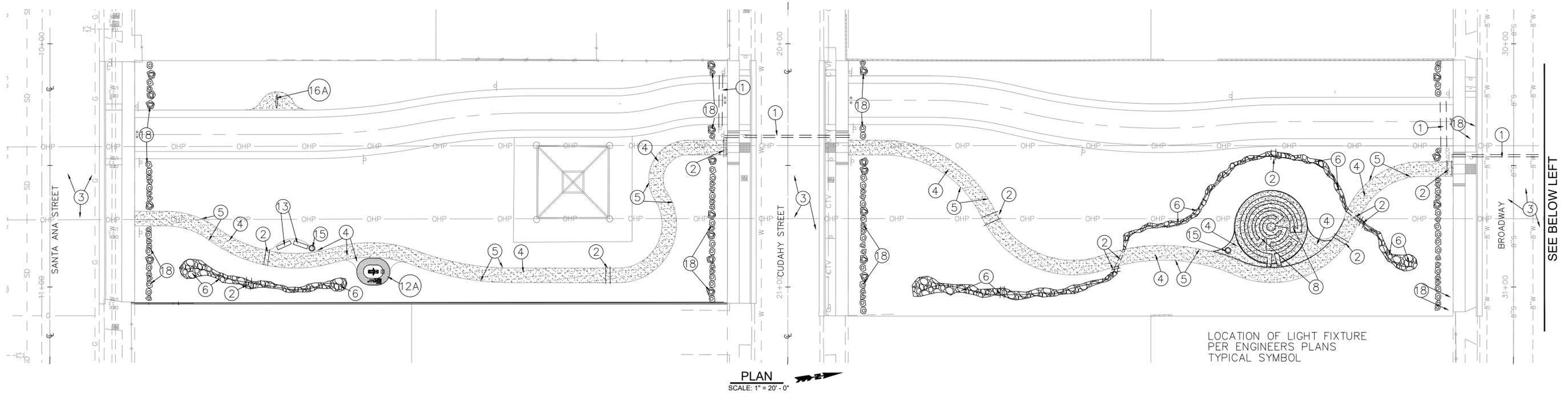
UNDER THE SUPERVISION OF:

HUNTINGTON PARK LINEAR GREENWAY

LIGHTING PLAN

SHEET 18 OF 29 SHEETS

DWG. NO. **C-18**



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LOCATION OF LIGHT FIXTURE
 PER ENGINEERS PLANS
 TYPICAL SYMBOL

SEE SHEET LC-3 FOR LANDSCAPE
 CONSTRUCTION LEGEND

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 the direction of:

PLANS PREPARED BY:

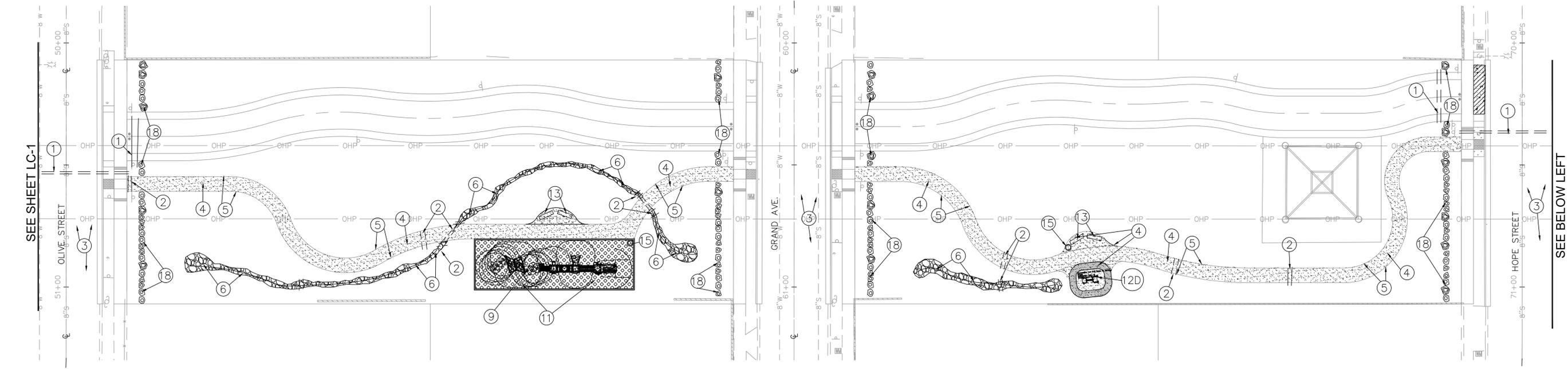
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 Phone: (626) 357-4599
 armstrongwalker@gmail.com

DESIGNED BY: AA
 DRAWN BY: RW
 CHECKED BY: AA DATE: 6/27/19

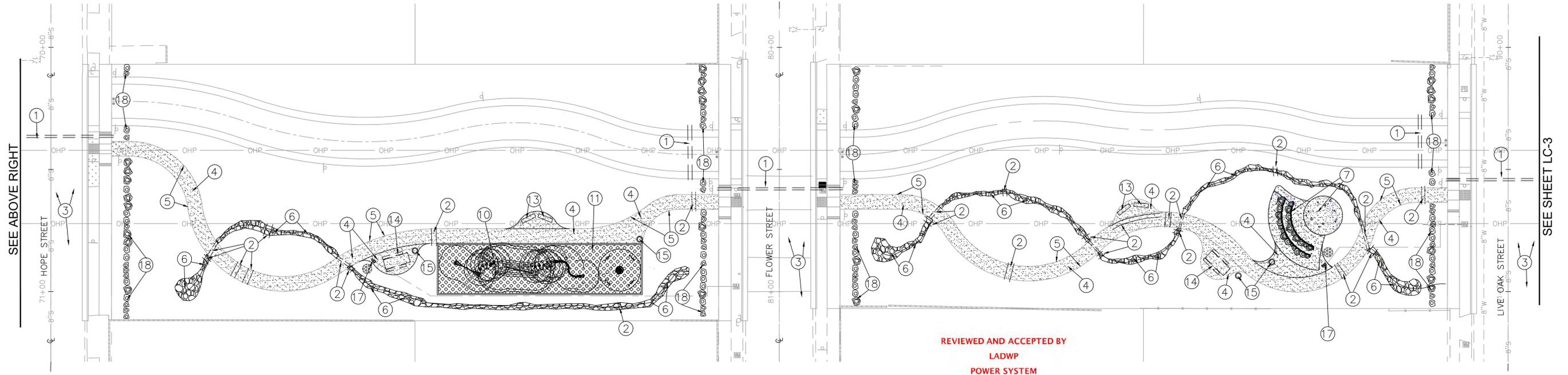
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HUNTINGTON PARK LINEAR GREENWAY	
LANDSCAPE CONSTRUCTION PLAN	
SHEET 19 OF 29 SHEETS	DWG. NO. LC-1



PLAN
SCALE: 1" = 20' - 0"



PLAN
SCALE: 1" = 20' - 0"

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SEE SHEET LC-3 FOR LANDSCAPE
CONSTRUCTION LEGEND

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the direction of:

PLANS PREPARED BY:

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armstrongwalker@gmail.com

DESIGNED BY: AA
DRAWN BY: RW
CHECKED BY: AA DATE: 6/27/19

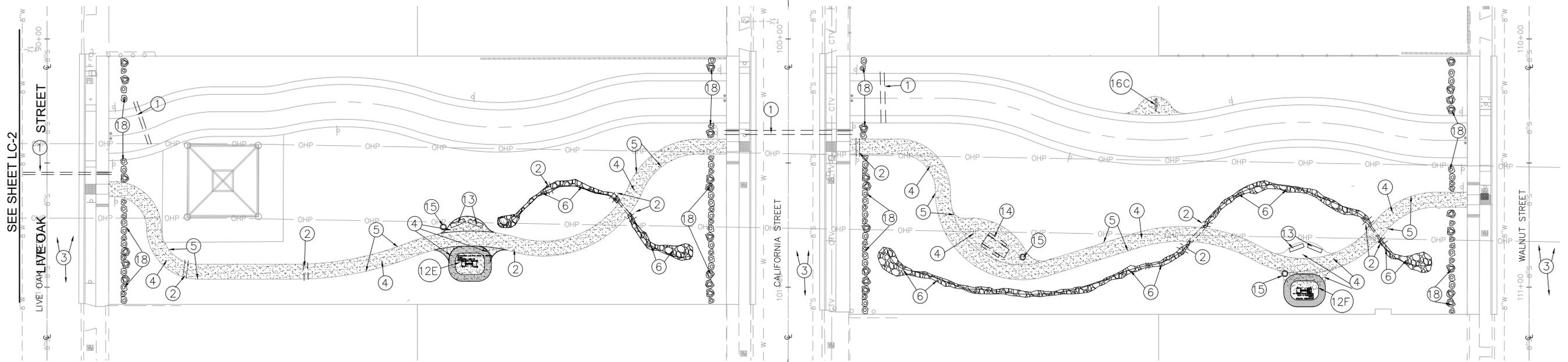
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HUNTINGTON PARK LINEAR GREENWAY
LANDSCAPE CONSTRUCTION PLAN

SHEET 20 OF 29 SHEETS

DWG. NO. LC-2



CONSTRUCTION LEGEND

1. Install 4" Schedule 80 PVC sleeve under street and sidewalk to connect irrigation for all blocks of park and under maintenance road as shown on plans. See Irrigation Plans for corresponding irrigation piping and wiring. Landscape contractor to coordinate with paving contractor to install sleeve where existing paving will be removed prior to new paving. If this is not possible, sleeve to be bored under street or sidewalk to avoid damage to surface, or paving to be cleanly sawcut and replaced at City Inspector's direction. Any damage to adjacent curbs, gutters, sidewalks, asphalt surface, or utilities shall be repaired to the satisfaction of the City at no additional cost.
2. Install 3" diameter PVC Schedule 40 sleeve under decomposed granite pathway and rock bioswale to connect irrigation in adjacent landscape areas; see Irrigation Plans for exact location. Landscape contractor to coordinate with contractor installing decomposed granite with aluminum edging and rock bioswale to avoid damage to pathway.
3. Existing curbs, sidewalks, street paving, storm drains, street lights and signals, signs, utility boxes, vaults, manholes etc., to be protected in place without damage unless otherwise directed by Engineer's plans or City Inspector. Adjust boxes in landscape areas to grade so covers are flush with adjacent grade following construction as necessary.
4. Provide and install 4" thick natural tan color decomposed granite surface as shown on plan and per detail A, sheet LC-4, and as shown and specified on Civil Engineer's plans. Excavate to a depth of 6", lay 2" crushed aggregate base and one layer of weed barrier cloth, then decomposed granite in two 2" thick lifts. Smooth and compact each lift with roller or tamping device, min. 85% dry density. Slope finish surface 2% to drain toward rock swale or landscape areas.
5. Provide and install 3/16" thick by minimum 5" deep heavy-duty aluminum edging to border and contain decomposed granite surface per detail A, sheet LC-4, and as shown and specified on Civil Engineer's plans. Permaloc, Curv-Rite, or approved equal products are acceptable, in bronze or brown color. Install per manufacturer's details and specifications. Contractor shall submit a sample to the City for approval prior to ordering and delivering edging materials.
6. Install natural dry streambed/ bioswale as shown on plans, using rounded gray granite river rock. Combine varying rock sizes (4"-12" diameter), gravel (3/4"-1"), and washed construction sand per detail B, sheet LC-4. Depress grade at center of swale 5%-8%, overexcavate native soil 12"-18" below bottom of streambed and put back native soil, uncompacted but firm and watered to eliminate air pockets. Place a 2" thick layer of sand and one layer of weed barrier cloth in swale, cut to fit and cover with rock and sand so cloth is not visible. Use larger cobble rock for a continuous edge treatment and to hold down weed cloth so it cannot be exposed and pulled up. Bury larger rocks a minimum of 1/3 their diameter for a natural appearance. Width of stream bed to fluctuate as shown on plans for a natural appearance. Samples of rock colors, shapes, and sizes to be approved by City prior to delivery to site; configuration of streambed and rock placement to be done under supervision of Landscape Architect.
7. Create soil mound using soil removed from dry stream and d.g. pathways in configuration shown, approximately 3'-4' high at the highest point. Provide and install boulder seating at outdoor amphitheater area, approximately 12" in height, using 18"-36" diameter boulders set into mound and mortared in place, per detail C & D, sheet LC-4. Place boulders so that a minimum of 4"-6" is buried below grade, and flattened side is up to create seat. Floor of amphitheater to be 4" thick decomposed granite as described in note #3 above.
8. Install meditation garden/ walking path in configuration shown on plans, with 18" wide decomposed granite pathways bordered by aluminum edging as described in notes #3 and #4 above. See detail E, sheet LC-4.
9. Provide and install play structure for children ages 2-5, equipment components to be Play World model numbers ZZCH0018, ZZCH0028, ZZCH0616, ZZCH0636, ZZCH2008, ZZCH2727, ZZCH2805, ZZCH4328, ZZCH4357, ZZCH406, ZZCH4537, ZZCH6595, XXCH7085, ZZCH7439, ZZCH7950, ZZCH8100, ZZUN2019, ZZUN8801, ZZUN8802, AND ZZXX0407, or approved equal. Available from Dave Bang Associates, Inc., 800-669-2585, info@davebang.com. Installer to be certified by the play equipment manufacturer; equipment to be installed per manufacturer's details and specifications. See Attachment to specifications for manufacturer's illustrations and specifications.
10. Provide and install play structure for children ages 5-12, equipment components to be Play World Play model numbers ZZUN0176, ZZUN0177, ZZUN8358, ZZUN8360, ZZUN8801, ZZUN8802, ZZUN8803, ZZXX0044, ZZXX0401, AND ZZXX1322, or approved equal. Available from Dave Bang Associates, Inc., 800-669-2585, info@davebang.com. Installer to be certified by the play equipment manufacturer; equipment to be installed per manufacturer's details and specifications. See Attachment to specifications for manufacturer's illustrations and specifications.
11. Provide and install wheelchair-accessible, poured-in-place rubberized surface for both play areas, of adequate size and shape to accommodate play structure fall zones, with concrete curb on all sides, per manufacturer's details and specifications. Installer to be certified by the play equipment manufacturer; rubberized surface to be installed per manufacturer's details and specifications in coordination with play equipment.
12. Provide and install outdoor adult exercise/ fitness equipment with instructional signage for each station, manufactured by Greenfields Outdoor Fitness, 888-315-9037, info@greenfieldsfitness.com. Install all components per manufacturer's details and specifications. Installer to be certified by equipment manufacturer. Exercise station components to include:

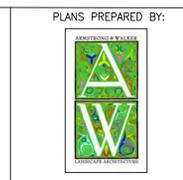
- A. Rower – SGR2005-1-91
 - B. Accessible Butterfly – SGR205-1-08W
 - C. Accessible Reverse Butterfly – SGR2005-1-90W
 - D. Accessible Lat Pulldown – SGR20051-48C-W
 - E. Accessible Lat Pulldown & Vertical Press – SGR20051-48D-W or -0
 - F. Accessible Vertical Press – SGR2005-1-47W
13. Install 6' long park bench with back, to be provided by the City. Install per manufacturer's details and specifications.
 14. Provide and install 8' long ADA accessible perforated steel picnic table, green color and perforated diamond pattern, Signature series model #SG115 (portable), manufactured by Wabash Valley, or approved equal. Install per manufacturer's details and specifications. Available from Dave Bang Associates, Inc., 800-669-2585, info@davebang.com.
 15. Provide and install 32-gallon cylindrical trash receptacles, perforated steel, green color, flat lids with central circular openings, manufactured by Wabash Valley, model #LR300P, or approved equal. Install per manufacturer's details and specifications. Available from Dave Bang Associates, Inc., 800-669-2585, info@davebang.com.
 16. Provide and install bicycle racks, 3 different designs, manufactured by Belson Outdoors, 800-323-5664, sales@belson.com or approved equal. Install per manufacturer's details and specifications. Models to include:
 - A. Model BIKEBR-SF/ blue
 - B. Model BB-FT-EPX/ light green
 - C. Model HWL-HB-2-SF-P/ midnight blue
 17. Provide and install drinking fountain, High/Low Double Pedestal Fountain, model 493SM, green color. Available from Dave Bang Associates, 800-669-2585, info@davebang.com or approved equal. Connect to prefabricated drainage sump – Flo-Well manufactured by NDS, 888-825-4716, NDSmarketing@NDSpro.com. Install drinking fountain and sump per manufacturer's details and specifications.
 18. Install natural rounded river rock boulders, 2' -3' diameter, as vehicular barriers in locations shown on plans. Dig boulders into natural grade so that approximately 1/3 of boulder is below ground.

Note: Installation of site furnishings and equipment to include all necessary base materials, hardware, concrete for footings, grout, or other materials not provided by the manufacturer but required for proper installation and use.

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INITIAL: DN DATE: 11/13/19

INFRASTRUCTURE ENGINEERS
 C:\Users\Rich Walker\Documents\Projects\Infrastructure Engineering\Huntington Park\Gabriel 2-12-19\LANDSCAPE CONSTRUCTION 2 7/1/2019 4:25:32 PM Rich Walker

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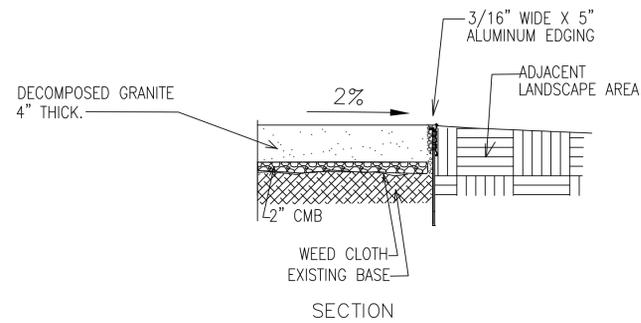


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 CHECKED BY: AA DATE: 6/27/19

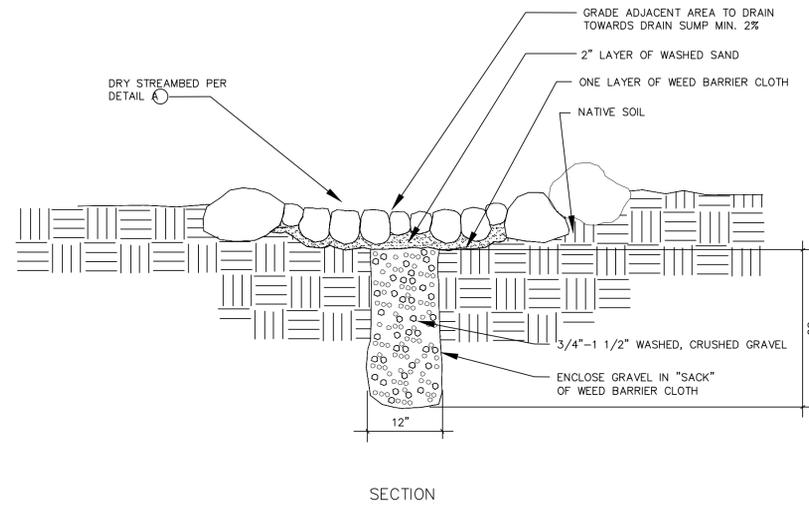
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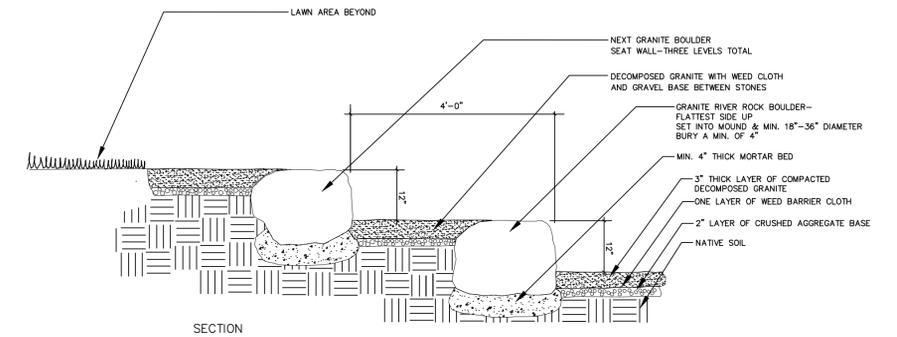
HUNTINGTON PARK LINEAR GREENWAY
 LANDSCAPE CONSTRUCTION PLAN
 SHEET 21 OF 29 SHEETS
 DWG. NO. LC-3
 6900.08



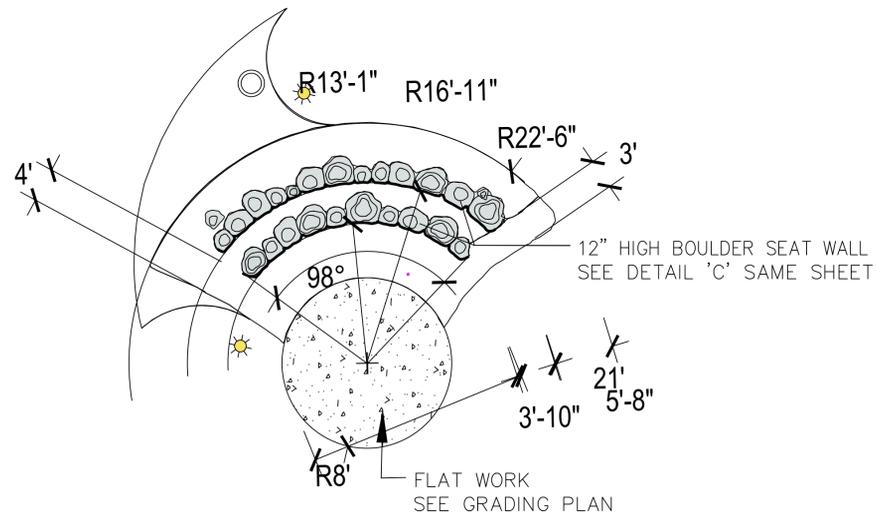
A DECOMPOSED GRANITE PAVING DETAIL
NOT TO SCALE



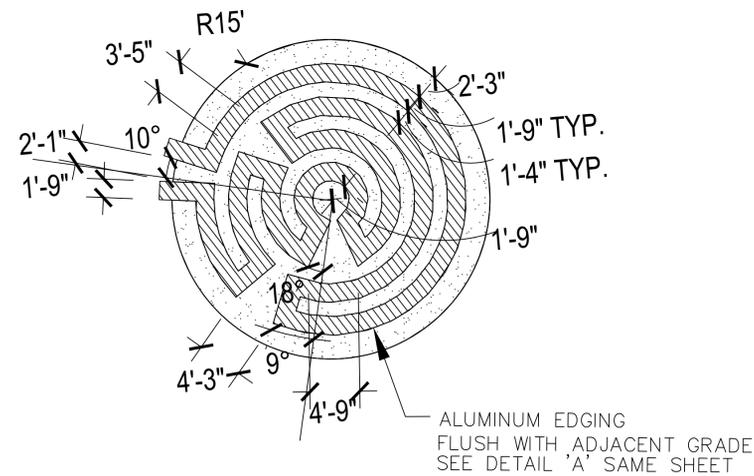
B DRY STREAMBED DETAIL
NOT TO SCALE



C BOULDER SEATING DETAIL
NOT TO SCALE



D BOULDER SEATING PLAN VIEW DETAIL
NOT TO SCALE



E MEDITATION GARDEN PLAN VIEW DETAIL
NOT TO SCALE

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PLANS PREPARED BY:



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DESIGNED BY: AA
DRAWN BY: RW
CHECKED BY: AA DATE: 6/27/19

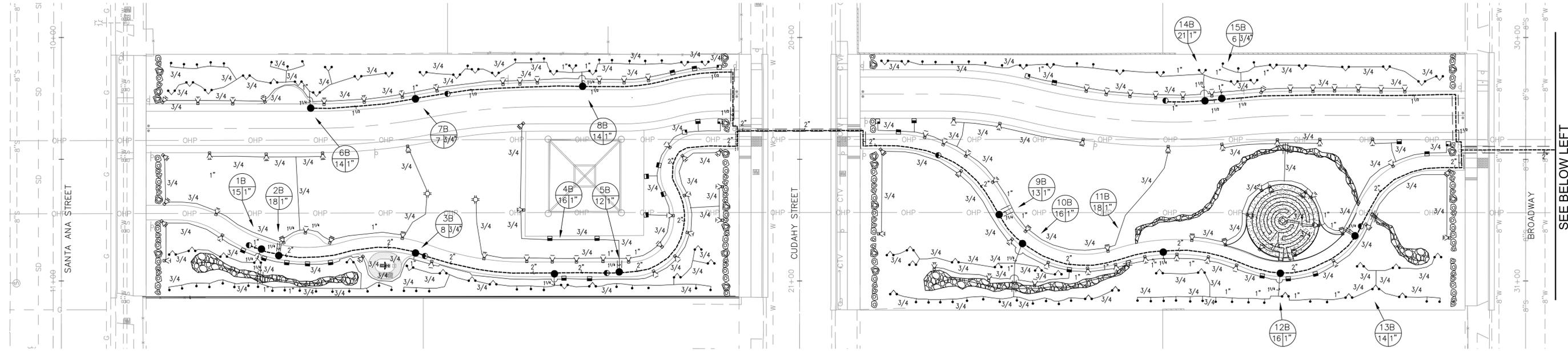
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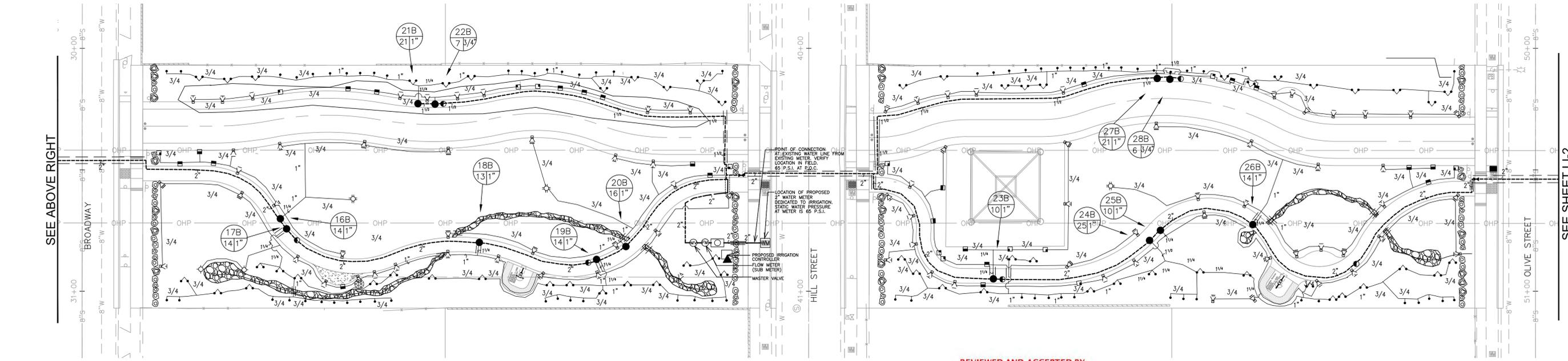
HUNTINGTON PARK LINEAR GREENWAY
LANDSCAPE CONSTRUCTION DETAILS

SHEET 22 OF 29 SHEETS

DWG. NO. LC-4



PLAN
 SCALE: 1" = 20' - 0"



PLAN
 SCALE: 1" = 20' - 0"

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SEE SHEET LI-3 FOR IRRIGATION LEGEND

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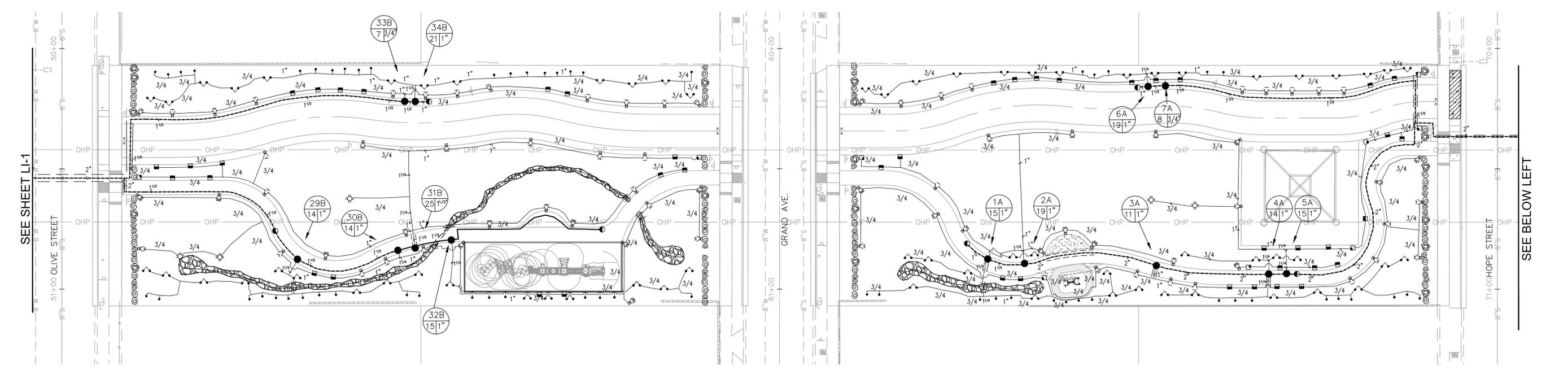
PLANS PREPARED BY:
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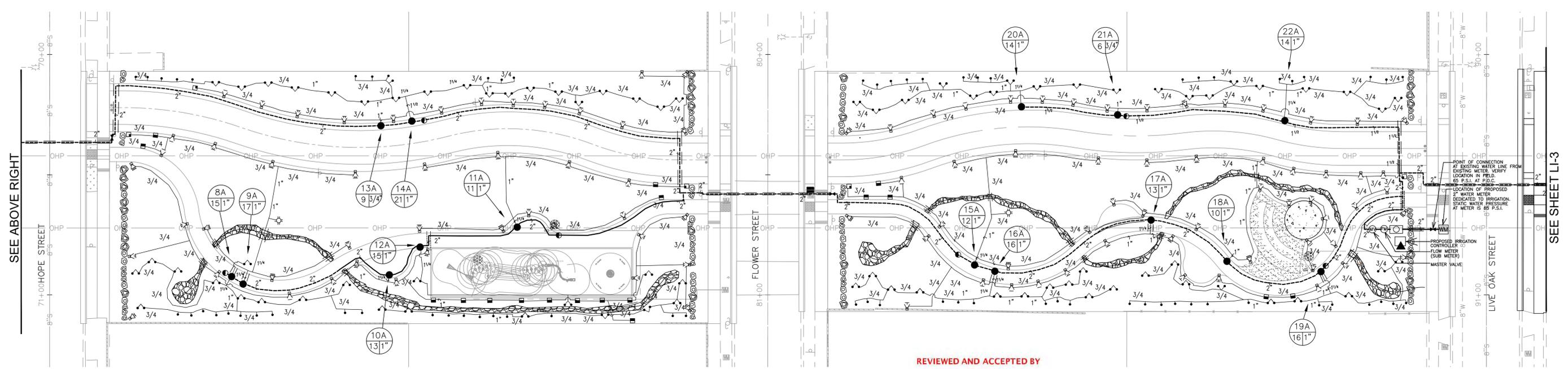
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HUNTINGTON PARK LINEAR GREENWAY	
LANDSCAPE IRRIGATION PLAN	
SHEET 26 OF 29 SHEETS	DWG. NO. LI-1



PLAN
 SCALE: 1" = 20' - 0"



PLAN
 SCALE: 1" = 20' - 0"

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SEE SHEET LI-3 FOR PLANTING LEGEND

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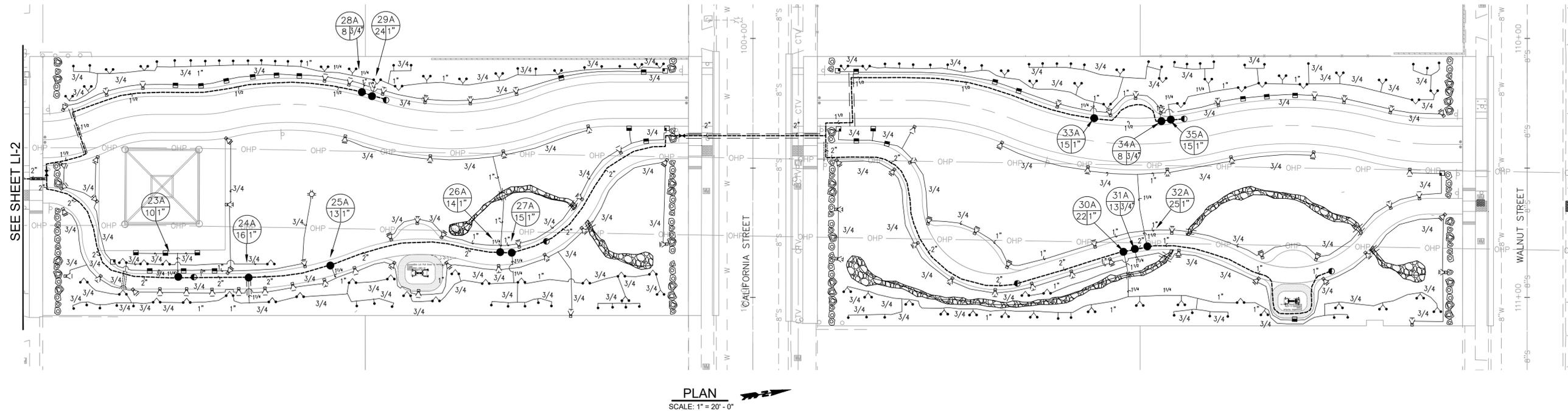
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DESIGNED BY: AA
 DRAWN BY: RW
 CHECKED BY: AA DATE: 6/27/19

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HUNTINGTON PARK LINEAR GREENWAY	
LANDSCAPE IRRIGATION PLAN	
SHEET 27 OF 29 SHEETS	DWG. NO. LI-2



IRRIGATION LEGEND							
SYMBOL	FUNCTION	PATTERN	MANUFACTURER	MODEL #	RADIUS	MIN PSI	GPM
	POP-UP HEAD	ROTATOR 180 DEG.	HUNTER	PROS-12 MP800SR 180	10'	40 PSI	.42
	POP-UP HEAD	ROTATOR 90 DEG.	HUNTER	PROS-12 MP800SR 90	10'	40 PSI	.23
	POP-UP HEAD	ROTATOR 180 DEG.	HUNTER	PROS-12 MP3500 180	35'	40 PSI	2.86
	POP-UP HEAD	ROTATOR 90 DEG.	HUNTER	PROS-12 MP3500 90	35'	40 PSI	1.28
	POP-UP HEAD	ROTATOR 360 DEG.	HUNTER	PROS-12 MP3000 360	30'	40 PSI	3.64
	POP-UP HEAD	ROTATOR 360 DEG.	HUNTER	PROS-12 MP3000 360	20'	40 PSI	1.82
	POP-UP HEAD	ROTATOR 180 DEG.	HUNTER	PROS-12 MP3000 180	30'	40 PSI	1.82
	POP-UP HEAD	ROTATOR 90 DEG.	HUNTER	PROS-12 MP3000 90	30'	40 PSI	.86
	POP-UP HEAD	ROTATOR 180 DEG.	HUNTER	PROS-12 MP2000 180	20'	40 PSI	.74
	POP-UP HEAD	ROTATOR 90 DEG.	HUNTER	PROS-12 MP2000 90	20'	40 PSI	.40
	POP-UP HEAD	ROTATOR 180 DEG.	HUNTER	PROS-12 MP1000 180	14'	40 PSI	.37
	POP-UP HEAD	ROTATOR 90 DEG.	HUNTER	PROS-12 MP1000 90	14'	40 PSI	.19
	POP-UP HEAD	ROTATOR SIDE STRIP	HUNTER	PROS-12 MPSS530	5' X 30'	40 PSI	.47
	POP-UP HEAD	ROTATOR LEFT STRIP	HUNTER	PROS-12 MPLC515	5' X 15'	40 PSI	.23
	POP-UP HEAD	ROTATOR RIGHT STRIP	HUNTER	PROS-06 MPRC515	5' X 15'	40 PSI	.23
	BUBBLER		RAINBIRD	1402 W/PA-8S-PRS ON SCHED 80 RISER RISER	.25'	30 PSI	.5
	MASTER VALVE		SUPERIOR	3100		SEE PLAN FOR SIZE & LOCATION	
	FLOW METER		RAINBIRD	FS150P		SEE PLAN FOR LOCATION	
	REMOTE CONTROL VALVE		SUPERIOR	950		SEE PLAN FOR SIZE & LOCATION	
	BALL VALVE		WATTS	FBV		LINE SIZE	
	QUICK COUPLING VALVE		RAINBIRD	33-DLRC		SEE PLAN FOR LOCATION	
	AUTOMATIC IRRIGATION CONTROLLERS 'A' AND 'B'		CALSENSE CS-3-XX-S/CS3-GR/GR-STUBBY/COMM-5YR/FM-XX (36 STATION)				
	MAIN LINE	18" DEEP	SCHED. 40 P.V.C. (CLASS 315 FOR PIPE GREATER THAN 1-1/2" IN SIZE)				
	LATERAL LINE	12" DEEP	SCHED. 40 P.V.C.				
	SLEEVING		4" SCHEDULE 80 P.V.C.		SEE PLAN FOR LOCATION		
	SLEEVING		3" SCHEDULE 40 P.V.C.		SEE PLAN FOR LOCATION		
	VALVE SEQUENCE						
	GPM						
	VALVE SIZE						

PRESSURE LOSS CALCULATIONS FOR VALVE #32A (LONGEST LINE):
IRRIGATION FIXTURES

-36' 3/4" SCHED 40 PVC PIPE @ 2.86 GPM -	.38 PSI
-19' 1/4" SCHED 40 PVC PIPE @ 4.68 GPM -	.306 PSI
-21' 1-1/4" SCHED 40 PVC PIPE @ 9.06 GPM -	.103 PSI
-611' 2" CLASS 315 PVC PIPE @ 25 GPM -	3.172 PSI
-LOSS THROUGH 2" R.P. BACKFLOW	12.0 PSI
-10% OF TOTAL PIPE LOSS	1.5 PSI
TOTAL PRESSURE LOSS	13.5 PSI
STATIC WATER PRESSURE	63 PSI
DYNAMIC (WORKING) WATER PRESSURE	49.5 PSI
MINIMUM OPERATING PRESSURE (AT EMITTER)	20 PSI
RESIDUAL PRESSURE	9.5

REVIEWED AND ACCEPTED BY
 LADWP
 POWER SYSTEM
 RIGHT-OF-WAY ENGINEERING
 INITIAL: DN DATE: 11/13/19

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

Plan prepared under the direction of:

PLANS PREPARED BY:

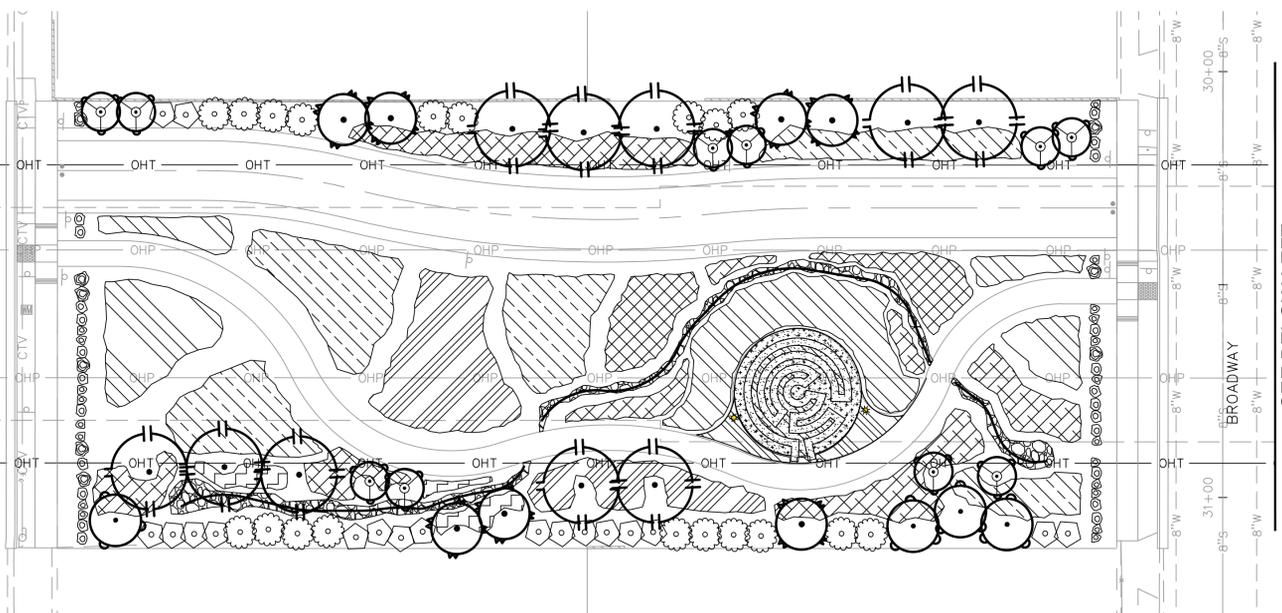
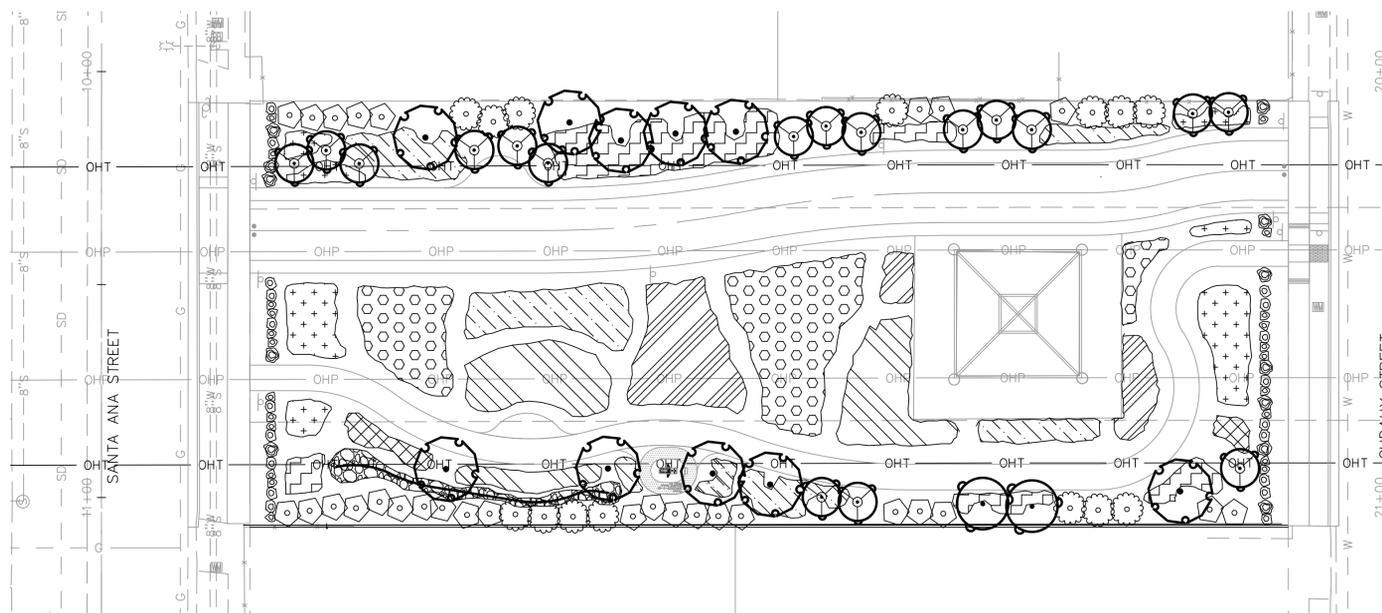
ARMSTRONG AND WALKER
 Landscape Architecture
 280 Mel Canyon Road
 Duarte, Ca. 91010
 Phone: (626) 357-4599
 armstrongwalker@gmail.com
 DESIGNED BY: AA
 DRAWN BY: RW
 CHECKED BY: AA DATE: 6/27/19

UNDER THE SUPERVISION OF:

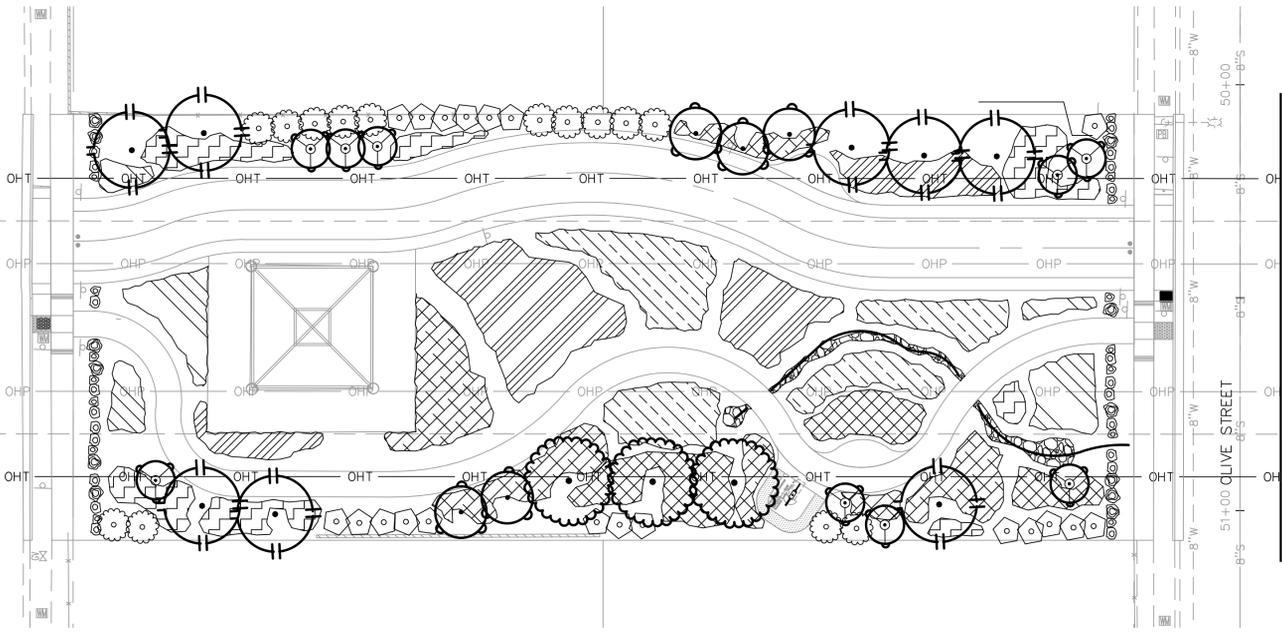
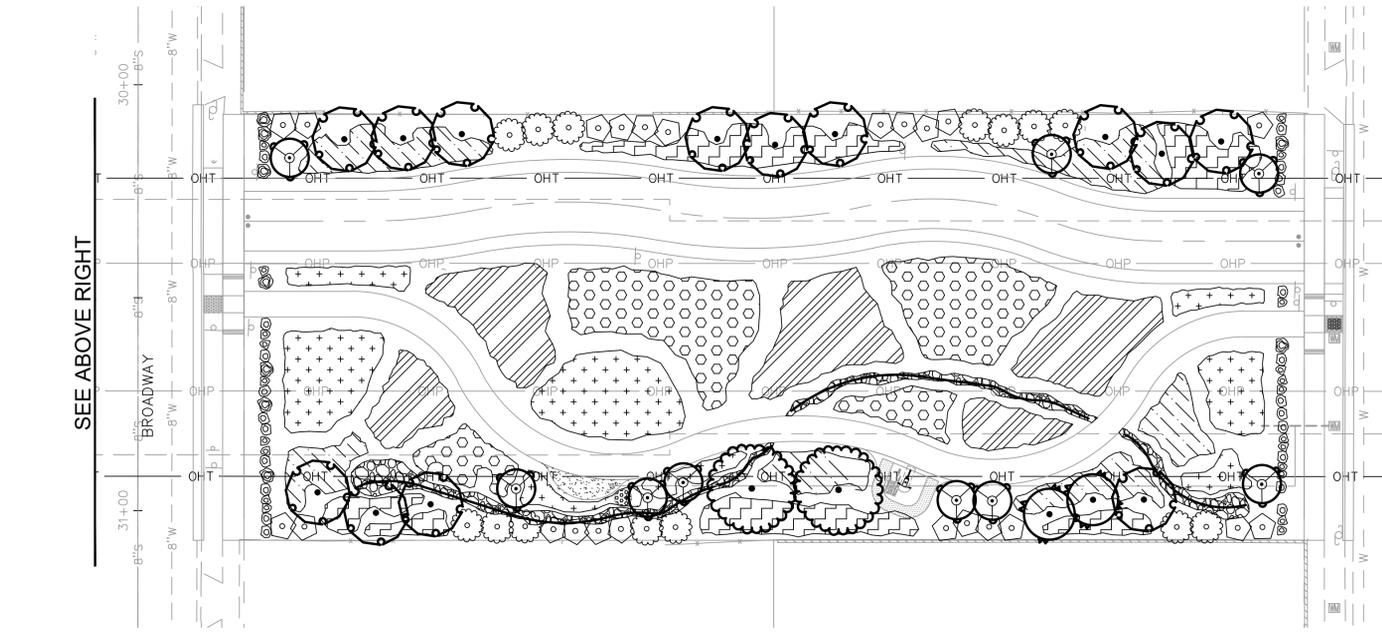
INFRASTRUCTURE ENGINEERS
 3060 Saturn Street, Suite 250
 Brea, CA 92621
 Tel: (714) 940-0100
 Fax: (714) 940-0700
 www.infrastructure-engineers.com

HUNTINGTON PARK LINEAR GREENWAY
 LANDSCAPE IRRIGATION PLAN
 SHEET 28 OF 29 SHEETS
 DWG. NO. **LI-3**
 6900.08

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
 INITIAL: DN DATE: 11/13/19



PLAN
 SCALE: 1" = 20' - 0"



PLAN
 SCALE: 1" = 20' - 0"

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
 INITIAL: DN DATE: 11/13/19

SEE SHEET LP-3 FOR PLANTING LEGEND

SEE ABOVE RIGHT

SEE SHEET LP-2

SEE BELOW LEFT

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

Plan prepared under the direction of:



PLANS PREPARED BY:



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 Landscape Architecture
 280 Mel Canyon Road
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DESIGNED BY: AA
 DRAWN BY: RW
 CHECKED BY: AA DATE: 10/25/19

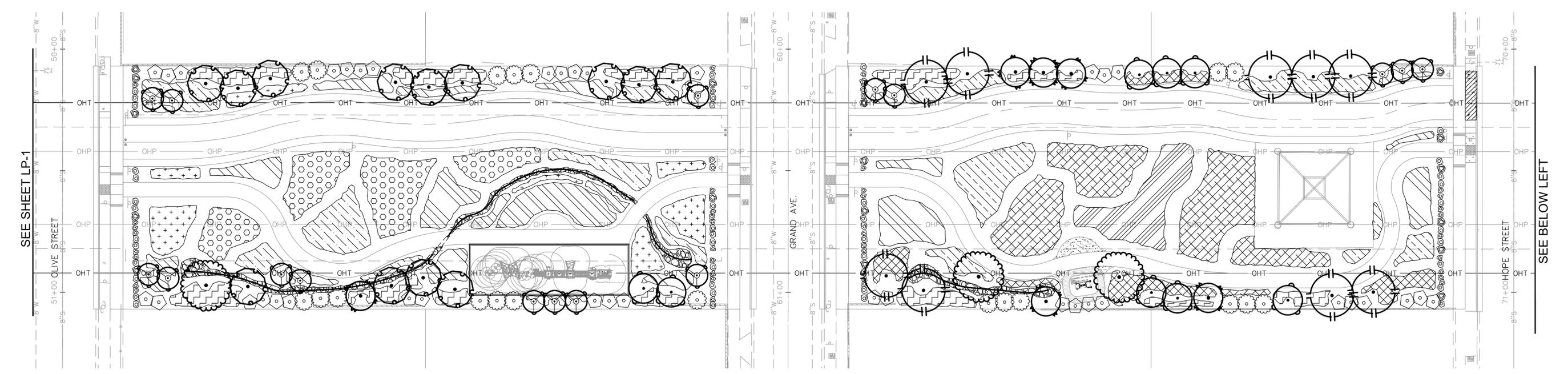
UNDER THE SUPERVISION OF:

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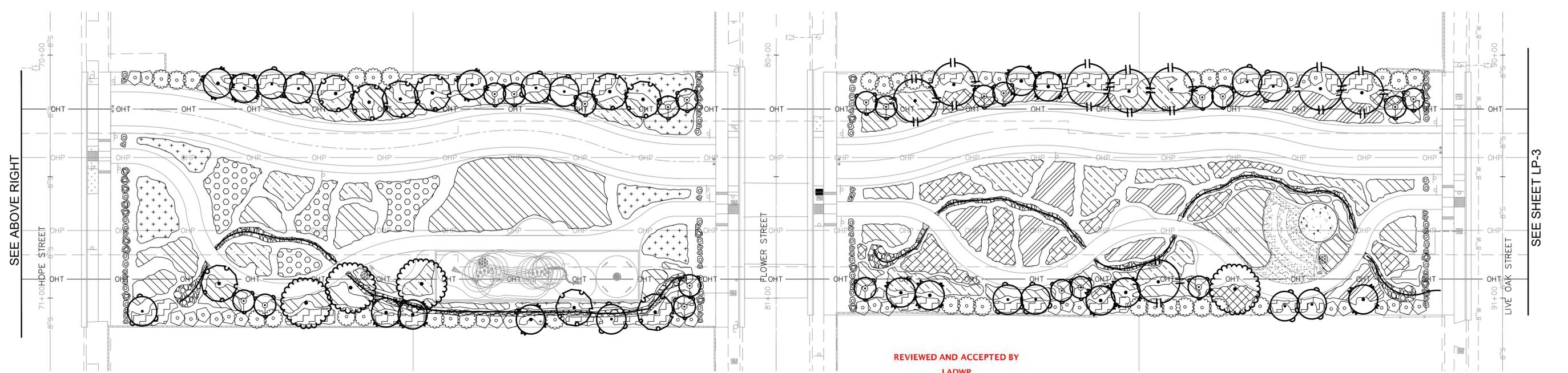
HUNTINGTON PARK LINEAR GREENWAY
 LANDSCAPE PLANTING PLAN

SHEET 23 OF 29 SHEETS

DWG. NO. **LP-1**



PLAN
 SCALE: 1" = 20' - 0"



PLAN
 SCALE: 1" = 20' - 0"

REVIEWED AND ACCEPTED BY
 LADWP
 POWER SYSTEM
 RIGHT-OF-WAY ENGINEERING
 INITIAL: DN DATE: 11/13/19

SEE SHEET LP-3 FOR PLANTING LEGEND

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

Plan prepared under the direction of:

PLANS PREPARED BY:

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 Landscape Architecture
 280 Mel Canyon Road
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 armstrongwalker@gmail.com

DESIGNED BY: AA
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 CHECKED BY: AA DATE: 10/25/19

UNDER THE SUPERVISION OF:

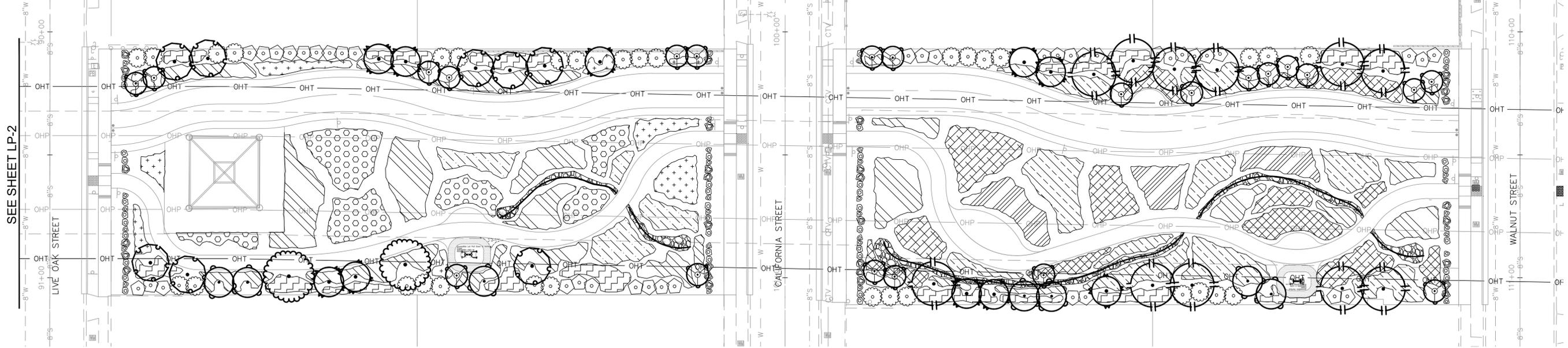
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HUNTINGTON PARK LINEAR GREENWAY
 LANDSCAPE PLANTING PLAN

SHEET 24 OF 29 SHEETS

DWG. NO. LP-2

6900.08



SEE SHEET LP-2

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	PLANT FACTOR	SIZE	QUANT.
Large Shrubs					
	<i>Cercis occidentalis</i>	Western Redbud	L	24" box	146
	<i>Chitalpa tashkentensis</i>	Chitalpa	L	24" box	60
	<i>Hymenosporum flavum</i>	Sweetshade	M	24" box	40
	<i>Lophostemon confertus</i>	Brisbane Box	M	24" box	38
	<i>Parkinsonia 'Desert Museum'</i>	Palo Verde hybrid	L	24" box	60
	<i>Prosopis glandulosa</i>	Honey Mesquite	L	24" box	16
	<i>Podocarpus henkelii</i>	Long-Leafed Yellow-Wood	M	15 gallon	204
	<i>Prunus caroliniana</i>	Carolina Cherry	M	15 gallon	152

Contractor shall include in his/her bid the quantities and species of large shrubs shown on the above legend even if specific locations are not shown. Final locations of all large shrubs to be determined in the field by the Landscape Architect. All large shrubs shall be located outside of DWP setbacks (20' horizontally from overhead power lines).

PLAN
SCALE: 1" = 20' - 0"

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	PLANT FACTOR	SIZE	SPACING	QUANTITY
Shrubs/ Perennials/ Ornamental Grasses						
	<i>Arctostaphylos 'Pacific Mist'</i>	Pacific Mist Manzanita	M/L	1 gallon	6' on center	169
	<i>Artemisia californica 'Canyon Gray'</i>	California Sagebrush hybrid	L	1 gallon	5' on center	376
	<i>Baccharis pilularis 'Pigeon Point'</i>	Coyote Bush hybrid	L	1 gallon	7' on center	210
	<i>Ceanothus gloriosus 'Anchor Bay'</i>	Ceanothus ground cover hybrid	L	1 gallon	5' on center	321
	<i>Eriogonum fasciculatum 'Warriner Lytle'</i>	California Buckwheat hybrid	L	1 gallon	4' on center	624
	<i>Leymus condensatus 'Canyon Prince'</i>	Wild Rye hybrid	L	1 gallon	4' on center	578
	<i>Muhlenbergia emersleyi</i>	Bull Grass	M/L	1 gallon	3' on center	699
	<i>Solidago sphaecolata 'Golden Fleece'</i>	Goldenrod hybrid	M	1 gallon	2.5' on center	547
Ground Covers						
	<i>Achillea millefolium 'Island Pink'</i>	Yarrow hybrid	M	from seed – see specifications for seed mix		
	<i>Festuca rubra 'Greenwave'</i>	Red Fescue hybrid	M	from sod		

Note: Install a 3" thick layer of shredded bark mulch as ground cover throughout the site, including planted and non-planted areas except for bicycle/ maintenance road, decomposed granite path and adjacent decomposed granite areas, dry stream feature, and playgrounds.

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: DN DATE: 11/13/19

INFRASTRUCTURE ENGINEERS
 C:\Users\Rich Walker\Documents\Projects\Infrastructure Engineering\Huntington Park\2-12-19\PLANTING PLAN 2 10/25/2019 3:14:59 PM Rich Walker

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

Plan prepared under the direction of:

PLANS PREPARED BY:

ARMSTRONG AND WALKER
 Landscape Architecture
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HUNTINGTON PARK LINEAR GREENWAY	
LANDSCAPE PLANTING PLAN	
SHEET 25 OF 29 SHEETS	DWG. NO. LP-3



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

December 3, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF 2019-2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING AND APPROPRIATION OF FUNDS FOR THE COMPLETION OF A TECHNOLOGY PROJECT FOR THE POLICE DEPARTMENT AND YOUTH ENGAGEMENT PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize City Manager to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$29,888;
2. Designate the City Manager as the Authorized Grantee Official for the purpose of executing grant objectives and documentation; and
3. Appropriate the amount of \$29,888 in the City's FY 2019-20 budget for purchase of computer software for the police department and youth engagement program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Huntington Park Police Department has been awarded \$29,888 in reimbursable funding from the U.S. Department of Justice (DOJ) 2019 Local Edward Byrne Memorial Justice Assistance Grant (JAG) program. The Police Department intends to utilize these 2019 JAG funds as follows:

1. Training Software Purchase – The grant will reimburse \$27,260 to purchase new software for the Police Department's Training Unit; and
2. Youth Partnership Expenditures – The grant will reimburse \$2,628 for youth engagement through a partnership with a local non-profit organization wherein police officers will educate youth on crime awareness and prevention.

CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF 2019-2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING AND APPROPRIATION OF FUNDS FOR THE COMPLETION OF A TECHNOLOGY PROJECT FOR THE POLICE DEPARTMENT AND YOUTH ENGAGEMENT PROGRAM

December 3, 2019

Page 2 of 4

Training Software Purchase:

The purchase of new software for the police department's training unit will improve the manner in which field training of new police officers is delivered and documented. The software will transition the current field training program from a paper system to an automated digital system. Specifically, the police department will purchase the Law Enforcement Field Training Application (LEFTA) software. LEFTA is a comprehensive field training program that monitors and documents on-the-job performance during the field training process and probationary period of new officers. LEFTA is user friendly, interactive in the field, web-based, fully customizable, and completely paperless. It also offers a wide range of training forms and report templates to facilitate the field training process and maintain consistency. LEFTA is being used by over 300 Law Enforcement agencies throughout the United States and comes highly recommended by the Los Angeles County Training Manager's Association.

Law enforcement training is one of the single highest liability areas in our profession. The quality of our Field Training Officer (FTO) program determines the caliber of officers we develop and deploy into our community. Although the police department currently delivers a high quality and comprehensive FTO program, LEFTA will improve the accuracy of training documentation, the quantity and quality of training a new officer receives. In addition, LEFTA will modernize our FTO program to current training standards.

Currently, we are still handwriting training evaluations and reports in addition to manually tracking and storing the evaluations and reports in a paper filing system. LEFTA will provide a more comprehensive method of delivering and tracking training and will minimize, and in many ways eliminate, the use of paper and storage of documents.

A component of LEFTA is a software called Managing Employee Training Records (METR). METR is a web-based program that will allow us to create, store and access sworn and civilian employee training records in one single place. METR is user friendly and allows training managers to utilize a myriad of features to design in-house training courses, design tests with automated grading features, assign participants to training classes, conduct training records audits, file attachments to employee profiles, and training certification renewal reminders, just to name a few. Additionally, METR communicates directly with LEFTA's field training software and combined these programs will allow us to accurately track an employee's training from the beginning of the field training program until retirement or separation from the City.

CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF 2019-2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING AND APPROPRIATION OF FUNDS FOR THE COMPLETION OF A TECHNOLOGY PROJECT FOR THE POLICE DEPARTMENT AND YOUTH ENGAGEMENT PROGRAM

December 3, 2019

Page 3 of 4

This purchase includes the acquisition and installation of LEFTA and the METR softwares, as well as training for employees, IT support, and system maintenance for 3 years. After the initial 3 years the police department will need to renew the software subscription and IT support warranty at a cost of \$1,200 per year. The amount of money saved in employee hours alone by moving from an antiquated paper system to an automated digital system will far outweigh the yearly cost of subscription renewal. Savings from paper and other office supplies used with the current paper system will also help offset the cost.

Youth Engagement

The non-profit organization the police department will partner with to deliver youth engagement, crime awareness and prevention, has not yet been selected. The grant conditions allow for the organization to be selected at a later time as well as the programs or methods by which this portion of the grant funding will be spent, including paying overtime for police officers to give presentations at schools or to youth groups.

FISCAL IMPACT/FINANCING

The acceptance of the JAG award of \$29,888 will require the City to provide an appropriation of \$29,888, which will be the total (not to exceed) fiscal impact for this expenditure. The funds will be drawn from the below listed accounts, respectively.

Fiscal Year 2019-2022	Account Number	Amount
LEFTA and METR Software	227-7117-421.74-10	\$27,260
Youth Engagement	227-7117-421.56-41	\$2,628
	Total	\$29,888

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The 2019 Local Edward Byrne Memorial Justice Assistance Grant (JAG) is not a competitive grant process. As part of the Consolidated Appropriations Act of 2005, the 108th Congress merged the discretionary Edward Byrne Memorial Grant Program with the formula-based Local Law Enforcement Block Grant (LLEBG) program to establish the Edward Byrne Memorial Justice Assistance Grant (JAG) program. The Bureau of Justice Assistance (BJA) administers the JAG program, and the Bureau of Justice Statistics (BJS) calculates the JAG formula-based award amounts using specifications outlined in the legislation. However, the City was required to submit a program narrative, a budget, and a list of eligible activities that will utilize JAG funding.

CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF 2019-2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING AND APPROPRIATION OF FUNDS FOR THE COMPLETION OF A TECHNOLOGY PROJECT FOR THE POLICE DEPARTMENT AND YOUTH ENGAGEMENT PROGRAM

December 3, 2019

Page 4 of 4

While the BJA states applicants must document the JAG opportunity was made available to citizens for comment prior to application submission, past experience indicates BJA accepts this opportunity be provided after the grant application has been submitted. Moreover, our grant application reflects this opportunity is provided during the City Council meeting in which the item is presented for approval, with information posted in advance of the scheduled meeting.

CONCLUSION

Upon Approval by the City Council staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

- A. Estimates
- B. Award Letter

ATTACHMENT "A"



LEFTA SYSTEMS

International Business Information Technologies, Inc.

d.b.a. **LEFTA Systems**

10950-60 San Jose Blvd., Suite 101

Jacksonville, FL 32223

(800) 405-3109 – Toll Free

Proposal No. 2018-CAHUNTLEME-01

CUSTOMER				
AGENCY:	Huntington Park Police Department			
ADDRESS:	6542 Miles Avenue			
CITY:	Huntington Park	STATE:	CA	ZIP: 90255
ATTN:	Sergeant Joe Settles			

INFO	
DATE:	08/22/2019
REP:	Bryan Selzer
PROGRAM:	LEFTA

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	LEFTA FTO Software (unlimited licenses)	\$7,500	\$7,500
1	CA POST package (POST Manual, FTO Expiration Audit, FTO Evaluation)	\$1,000	\$1,000
1	METR Training Records Software	\$2,500	\$2,500
59	METR User Licenses	\$100 each	\$5,900
2	Customization of Application	Included	Included
4	Training Sessions	Included	Included
<i>Discount for purchasing multiple applications at the same time</i>		20%	-\$3,380
Subtotal			\$13,520
3	Annual Hosting of Application on AZURE Government @ \$50/month for up to 25 GB of data each application. <i>Billed annually.</i>	\$1,200	\$3,600
3	Annual IT Support @ 20% of total purchase price <u>before</u> any discounts. <i>Includes updates and phone support</i>	\$3,380	\$10,140
TOTAL:			\$27,260

Price quote proposals are based on information provided to LEFTA Systems by the agency listed above and are good for 90 days from the date of this proposal.

LEFTA Systems Authorized Signature

08/22/2019

Date

ATTACHMENT "B"



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 24, 2019

Mr. Ricardo Reyes
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255-4302

Dear Mr. Reyes:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$29,888 for City of Huntington Park.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Andera N. Hawkins, Program Manager at (202) 514-3904; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is written over a light blue horizontal line.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 24, 2019

Mr. Ricardo Reyes
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255-4302

Dear Mr. Reyes:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255-4302		4. AWARD NUMBER: 2019-DJ-BX-0759	
		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2022	
		6. AWARD DATE 09/24/2019	7. ACTION
2a. GRANTEE IRS/VENDOR NO. 956000758	8. SUPPLEMENT NUMBER 00		Initial
2b. GRANTEE DUNS NO. 070657085	9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE City of Huntington Park JAG 19 Program	10. AMOUNT OF THIS AWARD		\$ 29,888
	11. TOTAL AWARD		\$ 29,888
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Ricardo Reyes City Manager	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 10-24-19
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 29888		21. UDJUGT0973	



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 30

PROJECT NUMBER 2019-DJ-BX-0759

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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SPECIAL CONDITIONS

33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.

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SPECIAL CONDITIONS

34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.
4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

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SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.

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SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

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SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.



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40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

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42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



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47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

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U.S. Department of Justice
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Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2019-DJ-BX-0759

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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**AWARD CONTINUATION
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Grant**

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PROJECT NUMBER 2019-DJ-BX-0759

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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**AWARD CONTINUATION
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PROJECT NUMBER 2019-DJ-BX-0759

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

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**AWARD CONTINUATION
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Grant**

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PROJECT NUMBER 2019-DJ-BX-0759

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



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PROJECT NUMBER 2019-DJ-BX-0759

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

67. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

68. Withholding of funds: NIBRS set-aside

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, a budget that clearly dedicates at least 3 percent of the total amount of the award to NIBRS compliance activities or documentation showing that the recipient has been certified as NIBRS compliant, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

69. Withholding - DHS question attachment

The recipient may not obligate, expend or draw down funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

70. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

71. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.

72. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.

73. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

x RF



U.S. Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2019-DJ-BX-0759

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

74. Withholding of funds: Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down any award funds until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2017, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Huntington Park

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

x KT



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2019-DJ-BX-0759

PAGE 1 OF 1

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

1. STAFF CONTACT (Name & telephone number)

Andra N. Hawkins
(202) 514-3904

2. PROJECT DIRECTOR (Name, address & telephone number)

Nancy Meraz
Administrative Secretary
6550 Miles
Huntington Park, CA 90255-4302
(323) 826-6601

3a. TITLE OF THE PROGRAM

BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

City of Huntington Park JAG 19 Program

5. NAME & ADDRESS OF GRANTEE

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255-4302

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 29,888

10. DATE OF AWARD

09/24/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

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sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 3, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF WORK COMPLETED FOR CIP 2018-19 VARIOUS STREETS IMPROVEMENT PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve acceptance of work performed by Sully-Miller Contracting Co. (Sully-Miller) for the construction of CIP 2018-19 Various Streets Improvement Project (Project);
2. Approve contract change orders in the amount of \$197,155.54 from account number 111-8010-431.76-01;
3. Approve the withholding of \$29,194.30 from Sully-Miller's retention based on California Public Contract Code Section § 7107 subsection (c);
4. Authorize expenditures for public outreach and labor compliance services provided by Infrastructure Engineers (IE) in an amount of \$59,500, from account number 239-8010-431.76-01;
5. Authorize City Manager or designee to sign all change orders and pending Request for Services associated with the completion of this project;
6. Authorize staff to execute the "Notice of Completion" (NOC) and direct City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
7. Release the 5% retention (minus \$29,194.30) being withheld from the payment to Contractor after 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF WORK COMPLETED FOR CIP 2018-19 VARIOUS STREETS IMPROVEMENT PROJECT

December 3, 2019

Page 2 of 4

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 21, 2018, the City Council authorized staff to publish the Notice Inviting Bid (NIB) for the street improvement Project. At the November 20, 2018 City Council meeting, the City Council awarded the construction and the CM services contracts to Sully-Miller and IE, respectively. The project officially started in January of 2019 and was completed by the end of July 2019. IE's construction manager deemed the project substantially completed in accordance with the street improvement plans and contract specifications. There are no unresolved stop notices or outstanding construction claims against this Project.

LEGAL AND PROGRAM REQUIREMENTS

It is recommended that the Mayor and Members of the City Council accept the project as satisfactory and complete. Upon acceptance of the project, staff will file the "Notice of Completion" (Attachment A) with the County Recorder's Office for the project. Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder's Office, the City will release the Labor and Materials Bond to the bonding company and make final payment of the retention being withheld from the payment to Contractor, if no Stop Notices are filed within the 35-day period.

FISCAL IMPACT/FINANCING

Sully-Miller's original contract bid amount was \$4,287,000. At the November 20, 2018 City Council meeting, City Council authorized a 10% contingency (\$428,700) for any unforeseen changes attributed to the project; total construction project budget of \$4,715,700. Sully-Miller's final invoice, including contract change orders and retention was \$4,484,155.54. Project contingency and change order added up to 4.6% over the original contract bid amount; a total of \$197,155.55. The project was built within the prescribed construction project budget.

During the construction of the Project, the contractor encountered minor unforeseen site conditions which were addressed through change orders. Increased project costs were primarily due to modifications to the original specified material that included; exchanging line item units for more durable maintenance free material, adding and modifying the striping at the request of City staff and enhancing certain pedestrian ramps within the project area.

Additionally, part of the project budget was paid from Account No. 239-8010-431.76-01, which allocated US Department of Housing and Urban Development (HUD) funds for improvements in Community Development Block Grant (CDBG) eligible census tracts. The Labor Compliance officer encountered irregularities in the certified payroll records for several of Sully-Miller's subcontractors and findings were assessed based on the reporting irregularities. The contractor was informed from the onset of the Project that both HUD and the State of California Department of Industrial Relations (DIR) guidelines were to be adhered to for compliance purposes.

CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF WORK COMPLETED FOR CIP 2018-19 VARIOUS STREETS IMPROVEMENT PROJECT

December 3, 2019

Page 3 of 4

Based on Sully-Miller's subcontractors reporting discrepancies, City staff is recommending the withholding of \$23,355.44, plus 25% of that amount for a total of \$29,194.30. Withholding of the 125% is based on California Public Contract Code Section § 7107 (2017), subsection (c), "In the event of a dispute between the public entity and the original contractor, the public entity may withhold from the final payment an amount not to exceed 150 percent of the disputed amount." The \$29,194.30 will be deducted from the retention amount of \$224,207.80 and the recommendation from staff is to release \$195,013.50. SM neither paid any of the assessed unpaid wages nor made a deposit of the full amount of the Assessment with the Department of Industrial Relations or the City, therefor the City will hold in escrow the pending \$29,194.30.

The chart below includes the payments made to Sully-Miller during the various City Council meeting between May and October of 2019.

Account Number & Funding Sources	SM Invoices 1421232 03/19/19	SM Invoices 1441928 05/07/19	SM Invoices 1460488 06/04/19	SM Invoices 1491277, 1534652 10/01/19	SM Invoices 1491277, 1534652 & 1635999 10/15/19	Retention 5% Payment 35 Days NOC
111-8010-431.76-01	\$34,505.99	\$187,921.33	\$507,036.04	\$343,686.71	\$250,809.38	\$69,682.09
210-8010-431.76-01	\$34,505.99	\$743,995.26				\$40,973.75
221-8010-431.76-01	\$34,505.99	\$296,054.10				\$17,397.91
222-8010-431.76-01	\$34,505.99	\$652,420.96				\$36,154.05
239-8010-431.76-01	\$285,479.37	\$854,520.63				\$60,000.00
	\$423,503.33	\$2,734,912.28	\$507,036.04	\$343,686.71	\$250,809.38	\$224,207.80

At the November 20, 2018 City Council meeting, City Council awarded IE the CM, inspection and labor compliance services contract for a total amount of \$785,570. The contract duration period (working days) exceeded the quantified amount depicted in the contract specifications, though IE remained within the project budget to complete the tasks. Staff is recommending the increase in revenue and expenditures of \$59,500 from Account No. 239-8010-431.76-01 for the public outreach and labor compliance components requested by the City during the Project construction phase; this amount was included as part of the recommendations from staff in the November 20, 2018 staff report, though the two (2) request for services were not processed (Attachment B).

Sully-Miller's final retention payment will include the approved not-to-exceed change order amounts. This portion may be released for payment to the contractor thirty-five (35) days after the Notice of Completion is recorded. No additional budget appropriation is requested at the time.

**CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF WORK COMPLETED
FOR CIP 2018-19 VARIOUS STREETS IMPROVEMENT PROJECT**

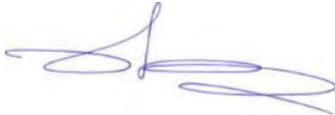
December 3, 2019

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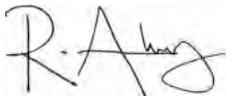
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



RAUL ALVAREZ
Assistant City Manager

ATTACHMENT(S)

- A. Notice of Completion
- B. Infrastructure Engineers – 2 RFS

ATTACHMENT "A"

(NO FEE PURSUANT TO GOVT. CODE SECT. 6103)

RECORDING REQUESTED BY:

CITY OF HUNTINGTON PARK

AND WHEN RECORDED MAIL TO:

City Clerk's Office

Attn: City Clerk

(Name)

6550 MILES AVE.

(Street Address)

HUNTINGTON PARK, CA 90255-4393

(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

(Notice pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Huntington Park
3. The full address of the owner is: 6550 Miles Avenue, Huntington Park, CA 90255-4393
4. The nature of the interest or estate is:

(If Other Than Fee, Strike, "In Fee" And Insert, For Example, "Purchaser Under Contract of Purchase" Or Lessee")

5. The full names and full addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on 07/31/19
(Date)

The work done was: **Street improvements**

7. The name of the contractor, if any, for such work of improvement is:

Sully-Miller Contracting Co.

01/07/19

(If no Contractor for work of improvement, insert "none")

(Date of Contract)

8. The street address of said property is: **Street improvements in various streets throughout the City of Huntington Park**
9. The property on which said work of improvement was completed is in the city of Huntington Park County of Los Angeles, State of California, and is described as follows:

VERIFICATION

I, the undersigned, say:

I am **Ricardo Reyes, City Manager**

(“President,” “Owner,” “Partner,” “Manager,” etc.)

of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/04/19, at Huntington Park, California.

(Date of Signature)

(City Where Signed)

(Personal Signature of the Individual who is swearing that the contents of the Notice of Completion are true)

ATTACHMENT "B"

REQUEST FOR SERVICES

City of Huntington Park

TO: Daniel Hernandez, Director of Public Works
DATE: January 7, 2019
FROM: Steve Forster, Senior Vice President
SUBJECT: Labor Compliance for Various Streets Improvement Project

Acct. No.: _____

Type of Project: Public Works Community Development Traffic Park and Rec.

Description of Request: Infrastructure Engineers (IE) will provide Labor Compliance support staff services for the Various Street Project.

Scope of the work By Infrastructure Engineers

Manage, Prepare and distribute necessary labor compliance documents related to various projects to include:

- Prepare necessary documentation to be distributed at "Preconstruction" meeting (i.e., current wage determination, labor posters, agendas, forms, etc.)
- Attend and conduct "Preconstruction" meetings with property owner, contractor, and sub-contractors to go over labor compliance regulations
- Verify Sam Registration, Public Works Contractor (PWC) Registration and Contractors State License Board (CSLB) Registration, DUNS Number, City Required Insurance and City Business License for both prime contractor and all sub-contractors
- Determine appropriate Davis-Bacon wage determinations and trade classifications for each project
- Maintain updates on labor compliance regulations throughout the project
- Receive, review and maintain Certified Payroll records and related documents to assure compliance with prevailing wage laws
- Review invoices submitted by contractor and ensure all documentation has been received and work completed before authorizing payment
- Identify potential labor compliance claim issues before they arise and investigate probable violations and complaints of underpayment
- Verify the registration of apprentices in the craft or trade being performed

- Conduct job site inspections and interview workers for labor compliance
- Provide bi-monthly reports on the status of each project and recommend retention for delinquent and/or inadequate certified payroll records
- Assist property owner, contractor, and subcontractors with the completion of required labor compliance documentation and wage determinations
- Create both electronic and paper folders for the labor compliance files.
- Reimbursable including postage, mileage, reproduction etc.

Infrastructure Engineers fee for the above tasks is indicated in the following table:

TASK	DESCRIPTION	COST
1	Labor Compliance Services	\$45,500
2	Reimbursable (postage, mileage, reproduction etc.)	\$1,000
	TOTAL	\$46,500

This RFS is for the above tasks of the project only and does not include any other tasks related to the project which is not listed herewith. A separate RFS shall be prepared for any additional tasks.

To be completed by Infrastructure Engineers:

Project Number: _____
 Projected Date of Completion: Six (6) months after RFS approval
 Project Manager: Hany Henein, PE, LS
 Estimated Cost of Services: \$46,500



 Steve Forster, Senior Vice President

1/7/2019

 Date

APPROVED TO PROCEED:

 Daniel Hernandez, Director of Public Works

 Date

REQUEST FOR SERVICES

City of Huntington Park

TO: Daniel Hernandez, Director of Public Works
DATE: January 7, 2019
FROM: Steve Forster, Senior Vice President
SUBJECT: Community Outreach Program for Various Streets Improvement Project

Acct. No.: _____

Type of Project: Public Works Community Development Traffic Park and Rec.

Description of Request: Infrastructure Engineers (IE) will provide support staff services for Preparation and Coordination of a Community Outreach Program for the Various Street Rehabilitation project.

Scope of the work By Infrastructure Engineers

Prepare a Project Community Outreach Program for the project to communicate the City's Priorities and Objectives to include:

- Develop branding logo for Various Street Project
- Attend and conduct community meeting with property owners, residents and businesses
- Promote events to attract attendance to community meetings
- Door to Door canvassing of areas directly impacted by Various Street Project
- Develop media campaign – City website, newspaper and other media tools
- Photograph renderings used to convey project impacts and benefits
- Create outreach plan with timeline
- Collaborate with other city departments and outside agencies
- Provide community updates through social media
- Provide updates for City website (project specific)
- Develop project brochure, bill insert, mailers and business/contact cards
- Coordinate with Construction teams to obtain accurate updates of project status
- Reimbursable including postage, mileage, reproduction etc.

Infrastructure Engineers fee for the above tasks is indicated in the following table:

TASK	DESCRIPTION	COST
1	Community Outreach Services	\$12,000
2	Reimbursable (postage, mileage, reproduction etc.)	\$1,000
	TOTAL	\$13,000

This RFS is for the above tasks of the project only and does not include any other tasks related to the project which is not listed herewith. A separate RFS shall be prepared for any additional tasks.

To be completed by Infrastructure Engineers:

Project Number: _____

Projected Date of Completion: Three (3) months after RFS approval

Project Manager: Hany Henein, PE, LS

Estimated Cost of Services: Not to exceed \$13,000



Steve Forster, Senior Vice President

1/7/2019
Date

APPROVED TO PROCEED:

Daniel Hernandez, Director of Public Works

Date



INVOICE

Invoice No.: 24426
Date: 31-Aug-19

City of Huntington Park
Attn: Daniel Hernandez
Director of Public Works
6550 Miles Avenue
Huntington Park, CA 90255

Project No.: 6900.21 Labor Compliance Various Streets - Improvement Project
Client ID: City of Huntington Park
Service Period: 08/01/19 - 08/31/19
PO/ACCT#
Federal ID No.: 33-0831837

Task	Description	Budget	% Completed To date	Total Billed Previously	% Completed To Date	Billed This Period	Total Billed To Date	Remaining Budget
1	Labor Compliance Services	\$45,500.00	0%	\$0.00	100%	\$45,500.00	\$45,500.00	\$0.00
2	Reimbursables	\$1,000.00	0%	\$0.00	100%	\$1,000.00	\$1,000.00	\$0.00
Totals		\$46,500.00		\$0.00		\$46,500.00	\$46,500.00	\$0.00

Total Invoice Amount **\$46,500.00**

Aged Receivable:

Current	31-60	61-90	91-120	over 120
\$46,500.00	\$511.20	\$0.00	\$0.00	\$0.00

Steve Forster
Project Manager

Please remit to:
Infrastructure Engineers
3060 Saturn Street, Suite 250, Brea, CA 92821
Tel.: (714) 940-0100 Fax: (714) 940-0700



INVOICE

Invoice No.: 24423
Date: 31-Aug-19

City of Huntington Park
Attn: Daniel Hernandez
Director of Public Works
 6550 Miles Avenue
 Huntington Park, CA 90255

Project No.: **6900.20 Community Outreach Program for Various Streets - Improvement Project**
 Client ID: **City of Huntington Park**
 Service Period: **08/01/19 - 08/31/19**
 PO/ACCT#
 Federal ID No.: 33-0831837

Task	Description	Budget	% Completed To date	Total Billed Previously	% Completed To Date	Billed This Period	Total Billed To Date	Remaining Budget
1	Community Outreach Services	\$12,000.00	0%	\$0.00	100%	\$12,000.00	\$12,000.00	\$0.00
2	Reimbursables	\$1,000.00	0%	\$0.00	100%	\$1,000.00	\$1,000.00	\$0.00
Totals		\$13,000.00		\$0.00		\$13,000.00	\$13,000.00	\$0.00

Total Invoice Amount	\$13,000.00
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Aged Receivable:

Current	31-60	61-90	91-120	over 120
\$13,000.00	\$511.20	\$0.00	\$0.00	\$0.00

Steve Forster
 Project Manager

Please remit to:
Infrastructure Engineers
 3060 Saturn Street, Suite 250, Brea, CA 92821
 Tel.: (714) 940-0100 Fax: (714) 940-0700



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

December 3, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT NUMBER ONE TO THE FISCAL YEAR (FY) 2019-20 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Take public testimony;
3. Approve reallocation of CDBG funds for FY 19-20 consists of reducing the Huntington Park Senior Program by \$15,000 and increasing the Huntington Park Afterschool Program by \$15,000. The Huntington Park Homeless Services Program will be reduced by \$15,000 and The Salvation Army Southeast Communities Program will be awarded \$15,000. The total reallocation for this substantial amendment is \$30,000;
4. Authorize City Manager to execute all required City and HUD documents for transmittal to the U.S Department of Housing and Urban Development Department (HUD); and
5. Amend the Fiscal Year 2019-2010 Budget in accordance with the approved reallocation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Each year, the City prepares an Annual Action Plan in connection with the Five-Year Consolidated Plan which details how the City will expend the federal funds that it receives from the Department of Housing and Urban Development (HUD). The Annual Action Plan is a multi-purpose document with two principal purposes:

CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT NUMBER ONE TO THE FISCAL YEAR (FY) 2019-20 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

December 3, 2019

Page 2 of 3

- The Annual Action Plan identifies the projects and programs to be undertaken during the upcoming fiscal year, and the proposed objectives and outcomes to be achieved within the overall context of the Five-Year Consolidated Plan; and
- The Annual Action Plan acts as the City’s application process for federal formula grants, principally comprised of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.

The purpose of this agenda item is to present Amendment Number One (Substantial) to the FY 2019-20 Annual Action Plan. On June 4, 2019, the Mayor and City Council approved the FY 2019-20 Annual Action Plan for the use of CDBG and HOME Entitlement funds. When the City contemplates making substantial revisions to its adopted Annual Action Plan, a Substantial Amendment is necessary.

The City proposes the following substantial actions:

2019 Activities that will be reduced in funding:

IDIS Act. No.	Activity /Project Title	Amount
n/a	Huntington Park Homeless Service Program	\$15,000.00
n/a	Huntington Park Senior Program	\$15,000.00
	Total	\$30,000.00

Total reallocation: \$30,000.00

2019 Newly proposed activity and current activity that will receive increased funding:

IDIS Act. No.	Activity /Project Title	Amount
n/a	The Salvation Army Southeast Communities (new)	\$15,000.00
n/a	HP Parks and Recreation After School Program (current)	\$15,000.00
	Total	\$30,000.00

The Salvation Army Southeast Communities Program will be providing the following services to low to moderate income households: emergency food assistance for families, senior food bags, emergency clothing, diaper assistance, Thanksgiving distribution, and Christmas toy drive.

The Parks and Recreation Department will expand their current Afterschool Program.

CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT NUMBER ONE TO THE FISCAL YEAR (FY) 2019-20 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

December 3, 2019

Page 3 of 3

FISCAL IMPACT/FINANCING

The City's reallocation of CDBG funds for FY 19-20 consists of reducing the Huntington Park Senior Program by \$15,000 and increasing the Huntington Park Afterschool Program by \$15,000. The Huntington Park Homeless Services Program will be reduced by \$15,000 and The Salvation Army Southeast Communities Program will be awarded \$15,000. The total reallocation for this substantial amendment is \$30,000.

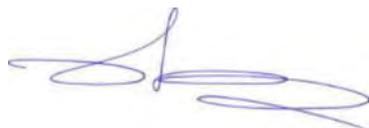
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have little to no impact on current City services.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
City Manager