

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda

Tuesday, November 1, 2022

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

Eduardo “Eddie” Martinez
Mayor

Marilyn Sanabria
Vice Mayor

Karina Macias
Council Member

Graciela Ortiz
Council Member

Arturo Flores
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

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing. If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@h pca.gov or Esarmiento@h pca.gov or by telephone, by calling (323) 584-6297, up to one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record. Below is the virtual link and toll free phone number to participate in the meeting.

JOIN VIRTUALLY AT:

<https://zoom.us/j/97897123169?pwd=NkhsNEFacUZCMmJyVFRkOFBsQXZMdz09>

OR PARTICIPATE BY PHONE AT:

- **Toll Free: 669-900-9128,**
- **Meeting ID: 978 9712 3169, then #**
- **Password: 632516**

ATTENDEES WILL BE MUTED UNTIL THE PUBLIC PARTICIPATION PERIOD IS OPENED. If you are joining by phone, press *9 to be placed in the queue to speak and *6 to unmute your line. Comments from the public are limited to 3 minutes per speaker.

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

Mayor Eduardo "Eddie" Martinez
Vice Mayor Marilyn Sanabria
Council Member Arturo Flores
Council Member Karina Macias
Council Member Graciela Ortiz

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. PROCLAMATION PROCLAMING OCTOBER 31, 2022 THROUGH NOVEMBER 4, 2022 AS KEY CLUB WEEK
2. CERTIFICATE OF RECOGNITION FOR DR. HELENE BOUTROUS

PUBLIC COMMENT

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing, any emailed public comment will be read into the record at this time.

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered 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. CITY COUNCIL MEETING MINUTES

RECOMMENDED THAT CITY COUNCIL:

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

1-1. Regular City Council Meeting held October 18, 2022

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated November 1, 2022;

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

- 3. CONSIDERATION AND APPROVAL SETTING THE PUBLIC HEARING DATE OF NOVEMBER 15, 2022 TO ADOPT AN ORDINANCE AMENDING ARTICLE 4 "MANDATORY WATER CONSERVATION" IN CHAPTER 5 "WATER SYSTEM" AT TITLE 6 "SANITATION AND HEALTH" OF THE HUNTINGTON PARK MUNICIPAL CODE**

RECOMMENDED THAT CITY COUNCIL:

1. Approve setting the public hearing date of November 15, 2022 to adopt an ordinance amending the City's Municipal Code, Article 4 "Mandatory Water Conservation" in Chapter 5 "Water System" at Title 6 "Sanitation and Health."

- 4. APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2021-02 CPS AND ARS INSTALLATION PROJECT**

RECOMMENDED THAT CITY COUNCIL:

1. Approve acceptance of work performed by United Storm Water, Inc. for the fabrications and installation of CIP 2021-02 CPS and ARS Installation Project; and
2. Authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office.

- 5. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE FOR CIP 2019-14 ATP CYCLE V PROJECT NO. ATPSB1L-5150(017)**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms for the preparation of Plans, Specifications and Estimate for CIP 2019-14 ATP Cycle V Project No. ATPSB1L-5150(017).

COMMUNITY DEVELOPMENT

- 6. CONSIDERATION AND APPROVAL OF PUBLICLY VISIBLE ART AT PROPERTY LOCATED AT 6833 PACIFIC BOULEVARD**

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Publicly Visible Art for the existing AT&T business located at 6833 Pacific Boulevard.

7. CONSIDERATION AND APPROVAL SETTING THE PUBLIC HEARING DATE OF NOVEMBER 15, 2022 TO ADOPT HUNTINGTON PARK ENVIRONMENTAL JUSTICE ELEMENT

RECOMMENDED THAT CITY COUNCIL:

1. Approve setting the public hearing date of November 15, 2022 to adopt the Huntington Park Environmental Justice Element and update the City's General Plan

CITY CLERK

8. CITY COUNCIL COMMITTEE REORGANIZATION

RECOMMENDED THAT CITY COUNCIL:

1. Consider committee re-assignment to fill committee vacancies left due to the passing of Council Member Manual Avila; and
2. Consider committee re-assignment or re-affirm current appointments; and
3. Add and/or delete any other temporary subcommittees, as appropriate.

END OF REGULAR AGENDA

PUBLIC HEARINGS

PUBLIC WORKS

9. PUBLIC HEARING TO ADOPT THE LOS ANGELES COUNTY REVISED COUNTYWIDE SITING ELEMENT

RECOMMENDED THAT CITY COUNCIL:

1. Open the public hearing and hear objections or protests, if any, to the adoption of the Los Angeles County revised countywide siting element;
2. Close the public hearing; and
3. Adopt Resolution No. 2022-37 declaring the adoption of the Los Angeles County revised countywide siting element.

10. CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2022-2023 ANNUAL ACTION PLAN

RECOMMENDED THAT CITY COUNCIL:

1. Conduct a Public Hearing and receive public testimony; and

2. Authorize City Manager to execute all required documents for transmittal to the State of California Department of Housing and Community Development (HCD); and
3. Amend the Fiscal Year 2022-2023 Budget in accordance with the approved Fiscal Year allocation of funds; and
4. Adopt Resolution No. 2022-35 to adopt the Permanent Local Housing Allocation (PLHA) Grant Application Proposed Activities Plan

END OF PUBLIC HEARINGS

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Karina Macias

Council Member Arturo Flores

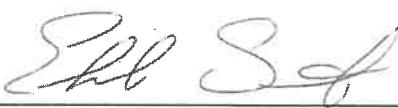
Vice Mayor Marilyn Sanabria

Mayor Eduardo “Eddie” Martinez

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, November 15, 2022 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hPCA.gov not less than 72 hours prior to the meeting. Dated this 27th day of October 2022.



Eduardo Sarmiento, City Clerk

ITEM NO. 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, October 18, 2022

The City Council hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing conducted this meeting in accordance with

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:06 p.m. on Tuesday, October 04, 2022, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Eduardo "Eddie" Martinez presiding.

PRESENT: Councilmember(s): Graciela Ortiz, Karina Macias, Arturo Flores, and Mayor Eduardo "Eddie" Martinez.

ABSENT: Vice-Mayor Marilyn Sanabria

CITY OFFICIALS/STAFF: City Manager Ricardo Reyes; Cesar Roldan Director of Public Works; Raul Alvarez Assistant City Manager; Eduardo Sarmiento, City Clerk; Al Martinez Police Captain, Nita McKay Director of Finance- absent; Steve Foster Director of Community Development; Sergio Infanzon Director of Communications; Araceli Almazan City Attorney; Cynthia Norzagaray Director of Parks & Recreation - absent.

INVOCATION

Invocation was led by Councilmember Flores.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Martinez

PRESENTATION(S)

1. PROCLAMATION PROCLAMING OCTOBER LGBTQ+ HISTORY MONTH
2. RECOGNITION OF COMMISSIONERS SELECTED BY THE LATE COUNCILMEMBER MANUEL "MANNY" AVILA

PUBLIC COMMENTS

The following people provided public comment:

1. Ronald Saavedra

STAFF RESPONSE

City Manager Ricardo Reyes stated that the city has provisions in place regarding motorhomes on public streets. He added that staff will speak with the resident regarding the issue and asked Captain Martinez with the Huntington Park Police if he had any additional information add. Mr. Reyes then requested that item eight (8) be pulled from the agenda.

With no objection from the City Council item eight (8) was pulled from the agenda.

CLOSED SESSION

City Attorney Araceli Almazan stated that it is appropriate to recess to closed session. Mayor Martinez recessed into closed session at 6:26 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park Los Angeles Superior Court Case No. 20STCPO3947
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Catalina Peraza Workers Comp Settlement
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Jose Luis Maldonado Aguilar v. City of Huntington Park, et al. Case No. 2:21cv-5755-AB-KS. US District Court for the Central District of California
4. PUBLIC EMPLOYMENT – POSITION: DIRECTOR OF FINANCE
Government Code Section 54957 (b)(1) – One Matter

Mayor Martinez reconvened the Council meeting from Closed Session at 8:53 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Almazan reported that the record should reflect that with Councilmembers Ortiz, Macias, Flores, and Mayor Martinez present the four (4) items listed on the closed session agenda were discussed. Regarding item one (1) Council was briefed, and no final action was taken. Regarding item two (2), three (3), and four (4) Council was briefed and direction was provided but no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

MOTION: Councilmember Macias moved to approve the consent calendar, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Macias, Flores, and Mayor Martinez

NOES: None

ABSENT: Vice Mayor Sanabria

1. CITY COUNCIL MEETING MINTUES

Approve Minute(s) of the following City Council Meeting(s):
1-1 Regular City Council Meeting held October 04, 2022

2. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO CONTINUE ITS TELECONFERENCE OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution No. 2022-34 to Authorize the City of Huntington Park to Conduct Teleconference Open Meetings in Accordance with Assembly Bill 361.

FINANCE

3. CHECK REGISTERS

Approve Accounts Payable and Payroll Warrant(s) dated October 18, 2022

END OF CONSENT CALENDAR

REGULAR AGENDA

PARKS AND RECREATION

4. AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR HUNTINGTON PARK 2022 HOLIDAY PARADE

MOTION: Vice Mayor Sanabria moved to authorize and ratify the expenditures in a not-to-exceed amount of \$65,000 for TV production, TV Broadcasting and Parade Security for the 2022 Holiday Parade with KTLA 5; and authorize the City Manager to enter into an agreement with Magnolia Street Productions for the 2022 Holiday Parade, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Macias, Flores, Vice Mayor Sanabria, and Mayor Martinez

NOES: None

ABSENT: Vice Mayor Sanabria

5. CONSIDERATION AND APPROVAL OF EXPENDITURES FOR HOLIDAY DECORATIONS AT CITY HALL

MOTION: Councilmember Ortiz moved to authorize the use of the Arts in Public Places funds for the holiday tree decorations at City Hall; and authorize Staff to proceed with Bright Life Designs to install and take down the holiday decorations at City Hall for a two (2) year term, seconded by Councilmember Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Macias, Flores, Vice Mayor Sanabria, and Mayor Martinez

NOES: None

ABSENT: Vice Mayor Sanabria

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

MOTION: Councilmember Ortiz moved to approve authorization of St. Nick's Christmas Lighting & Décor for the installation and removal of Holiday Palm Tree Light Decorations on Pacific Boulevard using account #111-6010-451-74.10 in a not-to-exceed amount of \$17,050.00, seconded by Councilmember Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Macias, Flores, Vice Mayor Sanabria, and Mayor Martinez

NOES: None

ABSENT: Vice Mayor Sanabria

7. CONSIDERATION AND APPROVAL OF EXPENDITURES FOR HOLIDAY LANE AT SALT LAKE PARK

MOTION: Councilmember Ortiz moved to approve authorization of Brightlife Designs for the rental of holiday lights at Salt Lake Park on Bissell Street in a not-to-exceed amount of \$22,175.00 and; authorize the City Manager to enter into a 2-year agreement with Brightlife Designs for 2022 and 2023, seconded by Councilmember Flores. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Macias, Flores, Vice Mayor Sanabria, and Mayor Martinez

NOES: None

ABSENT: Vice Mayor Sanabria

COMMUNITY DEVELOPMENT

8. CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH GC HUNTINGTON PARK II, LLC

Item was pulled from the agenda and no action was taken by City Council.

PUBLIC WORKS

9. CONSIDERATION AND APPROVAL SETTING THE PUBLIC HEARING DATE OF NOVEMBER 1, 2022 TO ADOPT THE LOS ANGELES COUNTY REVISED COUNTYWIDE SITING ELEMENT

MOTION: Councilmember Ortiz moved to approve setting the public hearing date of November 1, 2022 to adopt the Los Angeles County revised Countywide Siting Element, seconded by Councilmember Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Macias, Flores, Vice Mayor Sanabria, and Mayor Martinez

NOES: None

ABSENT: Vice Mayor Sanabria

DEPARTMENTAL REPORTS

Parks and Recreation Director Cynthia Norzagaray shared information about the upcoming Halloween event on October 31, 2022 at Keller Park from 4:00 p.m. to 8:00 p.m. She then shared that on Wednesday November 2, 2022 the city will have a Dia De Los Muertos event at Salt Lake Park at 6:00 p.m.

Director of Communications Sergio Infanzon shared upcoming community engagement opportunities starting with the Metropolitan Transportation Authority community forum on November 3, 2022 at the Salt Lake Park community center at 6:00 p.m. He then shared information about the Housing Authority's Section 8 program. He encouraged everyone who would like more information to contact City Hall for assistance.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Ortiz began by encouraging residents to participate and enjoy the Halloween and Dia De Los Muertos events. She also reminded residents about the upcoming grand opening of Target.

Councilmember Macias thanked staff for all their hard work and gave a shout out to the Huntington Park Police Department for the Coffee with the cop event. She then echoed her colleague's comments and encouraged everyone to come to the upcoming holiday events and the Target grand opening.

Councilmember Flores also echoed his fellow Councilmembers comments regarding the Coffee with the cop. He expressed that the event provided a sense of solidarity among community members, Police, and city staff is truly appreciated by community members. He also shared his excitement for the grand opening of Target and what a huge accomplishment for the City of Huntington Park and its residents.

Mayor Martinez also thanked staff for keeping everyone safe. He then echoed the remarks of his fellow Councilmember in encouraging everyone to participate in the upcoming holiday events and Target's grand opening. He then shared that on Saturday October 22, 2022 the Women's Club in partnership with Huntington Park will be hosting a domestic violence forum. Mayor Martinez then gave the floor back to Councilmember Ortiz for a special message to close the meeting.

ADJOURNMENT

Councilmember Ortiz adjourned the meeting in memory of and with the city's deepest sympathy to long time Huntington Park resident and beloved father and grandfather Jose Luis Becerra Ramirez at 9:12 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday November 1, 2022 at 6:00 pm

Respectfully submitted

A handwritten signature in black ink, appearing to read "Eduardo Sarmiento".

Eduardo Sarmiento, City Clerk

ITEM NO. 2

ITEM NO. 2

City of Huntington Park
List of Funds

Fund	Description
111	General Fund
121	Special Revenue Welfare Inmate
122	Prevention Intervention
152	Greenway Linear Park Project
210	Measure M
216	Employees Retirement Fund
217	OPEB
219	Sales Tax - Transit Proposition A
220	Sales Tax - Transit Proposition C
221	State Gasoline Tax Fund
222	Measure R
224	Office of Traffic & Safety
225	Cal Cops Fund
226	Air Quality Improvement Trust
227	Office of Criminal Justice
228	Bureau of Justice Fund
229	Police Forfeiture Fund
231	Parking System Fund
232	Art in Public Places Fund
233	Bullet Proof Vest Grant
239	Federal Community Development Block Grant
242	HUD Home Program
275	Successor Agency
283	Sewer Maintenance Fund
285	Solid Waste Management Fund
287	Solid Waste Recycle Grant
334	Ped/Bike Path Fund
475	Public Financng Authority
535	Street Lighting and Landscape
681	Water Department Fund
741	Fleet Maintenance
745	Self-Insurance Fund

City of Huntington Park
Demand Register
WR 11/01/2022

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AARON CRUZ	5128 5129 5130	111-6060-466.33-20 111-6060-466.33-20 111-6060-466.33-20	DANCING CLASSES DANCING CLASSES DANCING CLASSES	800.00 256.00 576.00
ACCESS AUTO GLASS LLC	1094	741-8060-431.43-20	REPAIRMENTS FOR PW UNIT	\$1,632.00
ACTIVE NETWORK, LLC	4100173795	111-6010-451.74-10	ANNUAL LICENSE RENEWAL	\$5,700.00
ADLERHORST INTERNATIONAL LLC	108991	111-7010-421.61-20	K9 RELATED EXPENSES	\$495.00
ALL ADDIN LOCK & KEY SERVICE	32489 32504 32489	111-8020-431.43-10 111-8020-431.43-10 111-8022-419.43-10	KEYS FOR PW YARD KEYS FOR PW YARD KEY COPIES FOR CITY HALL	29.48 53.58 29.48
ALAN'S LAWN AND GARDEN CENTER, INC.	1119924	741-8060-431.43-20	CAR PARTS FOR PW UNIT	\$112.54
ALL CITY MANAGEMENT SERVICES,INC	80224	111-7022-421.56-41	SCHOOL CROSSING GUARD SVC	\$701.11
ALVAREZ-GLASMAN & COLVIN	202203050607203 202203040506203 202203040507203 202204050607203	745-9031-413.52-10 745-9031-413.52-30 745-9031-413.52-30 745-9031-413.52-30	SETTLEMENT PAYMENT LEGAL SVCS LEGAL SVCS LEGAL SVCS	\$11,299.53 920.00 8,886.60 4,029.90 2,831.80 6,277.60
AMAZON.COM SERVICES, INC.	1K1KW-LPM3-FG94 1LY1-MV1M-RDH9 1PW-L7M4-CN7D 1QW-N-YHDX-HR91 1XQG-WC3G-3KFK 1Y9L-JF3W-JTY9 1JJM-F-QMP-HVQP 1KW6-GWMR-FVp6 1LXW-9C1T-KQKJ	111-6010-466.55-50 111-6010-466.55-50 111-6010-466.55-50 111-6010-466.55-50 111-6010-466.55-50 111-6010-466.55-50 239-6060-466.61-20 239-6060-466.61-20 239-6060-466.61-20	HALLOWEEN EVENT EXPENSE HALLOWEEN EVENT EXPENSE	\$22,945.90 27.55 110.20 919.02 552.66 44.09 65.90 300.88 599.65 244.47
ANIMAL FRIENDS PET HOTEL	478369	111-7010-421.61-20	MEDICAL SVC POLICE K9	\$2,864.42
ANTHEM SPORTS, LLC	341717 69753	111-6030-451.61-35 239-6060-466.61-20	BASEBALL SUPPLIES TEAM PG CDBG SOCCER SUPPLIES	\$1,175.00 829.36 1,969.05
AT&T	18882262 10/15-11/4	111-7010-421.53-10 121-7040-421.56-14	PD PHONE SERVICE PD INMATE PHONE SERVICE	\$2,798.41 231.43 104.87
AT&T PAYMENT CENTER	8/28/9/27	111-7010-421.53-10	PD PHONE SERVICE	\$336.30 3,163.09 \$3,163.09

City of Huntington Park
Demand Register
WR 11/01/2022

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AUTO ZONE	4075375539	741-8060-431.43-20	CAR PARTS FOR PW UNIT	63.24
BENEFIT ADMINISTRATION CORPORATION	6030868-IN	111-2030-413.56-41	ADMIN& BANK FEES SEPT	50.00
BOB BARKER COMPANY INC.	INV1825686	121-7040-421.56-14	JAIL INMATE SUPPLIES	22.53
CENTRAL BASIN MWD	HP-SEP22	681-8030-461.41-00	IMPORTED WATER SEPT 22	139,770.71
CENTRAL FORD				\$139,770.71
	15009	219-8085-431.43-21	CAR PARTS FOR PUBLIC WORK	282.70
	15307	219-8085-431.43-21	CAR PARTS FOR PUBLIC WORK	47.31
	15334	219-8085-431.43-21	CAR PARTS FOR PUBLIC WORK	50.63
	15335	219-8085-431.43-21	CAR PARTS FOR PUBLIC WORK	117.28
	15264	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	82.90
	15283	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	403.80
	15454	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	572.30
	15456	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	50.01
	15524	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	29.11
	15558	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	23.51
	15570	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	7.78
	15585(15524)	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	318.16
	15599	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	93.40
	15615	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	294.68
	15631	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	41.15
	15648	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	20.29
CHARTER COMMUNICATIONS	0467069100722	111-7010-421.53-10	FIBER INTERNET	\$2,435.01
	0511379101322	111-7010-421.53-10	INTERNET CLOUD BACKUP	1,650.00
	0019175100122	111-9010-419.53-10	CITY HALL BACK UP INTERNET	159.98
	0389644100122	121-7040-421.56-14	TV SERVICES JAIL AREA	39.26
				356.51
CINDI CAYAX	2126	111-6065-451.57-46	ZUMBA CLASSES SENIORS	\$2,205.75
CINDYS JUMPERS, LLC	56242	111-6010-466.55-50	HALLOWEEN RENTALS	455.00
CITY TRAFFIC COUNTERS				\$455.00
	301063	111-8080-431.61-20	TRAFFIC COUNTS STREETS	1,463.50
	301064	111-8080-431.61-20	TRAFFIC COUNTS STREETS	2,100.00
	301065	111-8080-431.61-20	TRAFFIC COUNTS STREETS	2,100.00
	301079	111-8080-431.61-20	TRAFFIC COUNTS STREETS	425.00
	301080	111-8080-431.61-20	TRAFFIC COUNTS STREETS	425.00
	301081	111-8080-431.61-20	TRAFFIC COUNTS STREETS	425.00
	301082	111-8080-431.61-20	TRAFFIC COUNTS STREETS	425.00
CONCENTRA MEDICAL CENTERS	76878145	111-2030-413.56-41	PRE EMPLOYMENT PHYSICAL	\$8,000.00
				493.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CONCENTRA MEDICAL CENTERS	76950567	111-2030-413-56-41	PRE EMPLOYMENT PHYSICAL	200.00
CREATIVE BUS SALES, INC.	XA113007315:01	219-8085-431-43-21	CAR PARTS FOR PW SHUTTLE	\$693.00
DATA TICKET INC.	140833	111-9010-415-56-15	CODE ENFORCEMENT CITATION	342.59
DATA PROSE, INC.	141899	111-9010-415-56-15	CODE ENFORCEMENT CITATION	\$342.59
DAY WIRELESS SYSTEMS	DP2203737	681-3022-415-53-20	WATER BILLS & POSTAGE	131.50
DAY WIRELESS SYSTEMS	DP2203737	681-3022-415-56-41	WATER BILLS & POSTAGE	\$259.00
DEPARTMENT OF JUSTICE	INV745172	111-7010-421-56-41	RADIO EQUIPMENT MAINT PD	\$2,712.18
DOOLEY ENTERPRISES, INC.	64015	225-7120-421-74-10	DEPT AMMUNITION	1,696.90
DOOLEY ENTERPRISES, INC.	64016	225-7120-421-74-10	DEPT AMMUNITION	\$1,696.90
DUNN EDWARDS CORPORATION	2009A01408	111-8024-421-43-10	PAINT FOR POLICE DEPT	\$3,772.33
DUNN EDWARDS CORPORATION	2009A01566	111-8024-421-43-10	PAINT FOR POLICE DEPT	538.66
DUNN EDWARDS CORPORATION	2009A01590	111-8024-421-43-10	PAINT FOR POLICE DEPT	1,486.78
DUNN EDWARDS CORPORATION	2009A01606	111-8024-421-43-10	PAINT FOR POLICE DEPT	208.05
EL GRANERO GRILL, INC.	09072022	239-0280-490-51-03	EMERGENCY SENIOR MEAL PROGRAM	641.56
EL GRANERO GRILL, INC.	09092022	239-0280-490-51-03	EMERGENCY SENIOR MEAL PROGRAM	1,104.00
EL GRANERO GRILL, INC.	09142022	239-0280-490-51-03	EMERGENCY SENIOR MEAL PROGRAM	1,104.00
EL GRANERO GRILL, INC.	09162022	239-0280-490-51-03	EMERGENCY SENIOR MEAL PROGRAM	1,044.00
EL GRANERO GRILL, INC.	09212022	239-0280-490-51-03	EMERGENCY SENIOR MEAL PROGRAM	1,020.00
EL GRANERO GRILL, INC.	09282022	239-0280-490-51-03	EMERGENCY SENIOR MEAL PROGRAM	1,020.00
EL GRANERO GRILL, INC.	09302022	239-0280-490-51-03	EMERGENCY SENIOR MEAL PROGRAM	1,020.00
EL GRANERO GRILL, INC.	9232022	239-0280-490-51-03	EMERGENCY SENIOR MEAL PROGRAM	1,020.00
ELECNOR BELCO ELECTRIC, INC	14-0726-002	202-8080-431-76-20	CONSTRUCTION FOR CIP	\$8,376.00
EMERGENCY RESPONSE CRIME SCENE	T2022-476	111-7030-421-56-41	CLEANING TRANSPORT SUPPLY	56,629.96
EMMANUEL SOBERANIS	ES-10042022	111-9018-413-35-10	TUITION REIMBURSEMENT	\$750.00
EXCEL PAVING COMPANY	2	239-8010-431-76-12	ST ENHANCEMENT PROJECT	4,179.08
EXPRESS TRANSPORTATION SERVICES LLC	DAR08012022	219-8085-431-56-45	HP DIAL A RIDE AUGUST	\$348,687.00
EXPRESS TRANSPORTATION SERVICES LLC	DAR10012022	219-8085-431-56-45	HP DIAL A RIDE OCTOBER	69,183.33
				\$138,366.66

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FERGUSON ENTERPRISES INC	187714	11-8023-451.43-10	PLUMBING SUPPLIES	473.97
	187857	11-8023-451.43-10	PLUMBING SUPPLIES	56.51
	1894344	11-8023-451.43-10	PLUMBING SUPPLIES	108.31
FMS SOLUTIONS LLC	453	11-7022-421.61-29	TRAFFIC SUPPLIES	\$638.79
GEORGE CHEVROLET	122866CVW	741-8060-431.43-20	CAR PARTS FOR PD UNITS	299.00
	PQ60611CVW	741-8060-431.43-20	CAR PARTS FOR PD UNITS	48.98
GLOBAL URBAN STRATEGIES, INC.	238	111-5055-419.56-41	VIRTUAL MEETINGS/PROGRAM	\$299.00
GLORIA'S RESTAURANT, INC.	09022022	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	\$8,606.25
	0907-0909	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	1,128.00
	0914-0916	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	2,256.00
	0921-0923	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	2,232.00
	0928-0930	239-0280-490.51-03	EMERGENCY SENIOR MEAL PROGRAM	2,232.00
GRANGER	9869928791	111-8020-431.61-20	DEPARTMENT SUPPLIES PW	\$10,104.00
	9467251097	741-8060-431.43-20	LITHIUM COIN BATTERIES	14.69
HAJOCA CORPORATION	SI66271192.001	111-8023-451.43-10	PLUMBING SUPPLIES	12.74
				\$27.43
HASA, INC.	854253	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	259.78
	854254	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	259.78
	854255	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	339.94
	855461	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	259.78
	855462	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	261.50
	855463	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	259.78
HENRY ANDRADE	HA-10042022	111-9018-413.35-10	TUITION REIMBURSEMENT	\$1,640.56
HOME DEPOT - PUBLIC WORKS	8352241	111-6010-466.55-50	HALLOWEEN DECORATION	\$4,179.08
	8361650	111-6010-466.55-50	HALLOWEEN DECORATION	1,135.18
	8361651	111-6010-466.55-50	HALLOWEEN DECORATION	1,303.98
	1540957	111-8010-431.61-20	CONCRETE SUPPLIES	931.73
	65320	111-8010-431.61-20	CONCRETE SUPPLIES	355.62
	8391008	111-8010-431.61-20	CONCRETE SUPPLIES	22.02
	3274692	111-8022-419.43-10	SUPPLIES FOR COURTHOUSE	382.95
	3276247	111-8022-419.43-10	SUPPLIES FOR COURTHOUSE	375.67
	8203740	111-8023-451.43-10	DOOR LEVEL FOR PARKS &REC	187.26
	8286924	111-8023-451.43-10	DOOR LEVEL FOR PARKS &REC	-66.52
	7270406	111-8024-421.43-10	SUPPLIES FOR JAIL CELLS	252.42
	111-8095-431.61-50	111-8095-431.61-50	SUPPLIES FOR JAIL CELLS	338.77
	4972273			330.67

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HOME DEPOT - PUBLIC WORKS	3371422	535-8090-452.61-20	GARDEN SOIL FREEDOM PARK	151.14
	4361631	535-8090-452.61-20	GARDEN SOIL FREEDOM PARK	419.28
HOSE-MAN, INC.	4213863-0001-04	741-8060-431.43-20	CAR PARTS FOR PW UNITS	\$6,120.17
	4213864-0001-04	741-8060-431.43-20	CAR PARTS FOR PW UNITS	6.10
				20.35
IBE DIGITAL	447694	111-9010-419.44-10	CONTRACT INVOICE	\$26.45
IDEAL LIGHTING	122462	111-6010-466.55-50	HALLOWEEN SUPPLIES	\$2,442.98
				985.91
INFRASTRUCTURE ENGINEERS	27962	111-5010-419.56-49	PLANNING SVCS	\$985.91
	27971	111-5010-419.56-49	BUILDING & SAFETY SVCS	12,800.00
	27977	111-5010-419.56-49	BUILDING & SAFETY PLAN	42,532.50
	28022	111-5010-419.56-49	ENGINEERING SVC	21,039.72
	27984	111-8080-431.56-62	CITY ENGINEERING SERVICES	308.00
	28001	210-8080-431.73-10	TRAFFIC RADAR SPEED	13,227.00
	28002	210-8080-431.73-10	PROJECT SERVICE	4,552.00
	27984	221-8010-431.56-41	CITY ENGINEERING SERVICES	1,000.00
	28005	222-8010-431.76-06	IMPROVEMENT PROJECT	5,733.00
	28007	222-8010-431.76-06	CONCRETE IMPROVEMENT	2,055.75
	27984	222-8080-431.56-41	CITY ENGINEERING SERVICES	15,564.00
	27984	681-8030-461.56-41	CITY ENGINEERING SERVICES	25,000.00
				14,500.00
JDS TANK TESTING & REPAIR INC	17831	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	\$158,311.97
	17853	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	150.00
				1,470.00
JOEL GORDILLO	JG202210	111-1010-411.56-41	FILMING BROADCAST COUNCIL	\$1,620.00
JOHNSON CONTROLS SECURITY SOLUTIONS	37997108	111-7010-421.56-41	DEPT SECURITY SVCS	\$1,650.00
JUAN LOZANO	JL-10042022	111-9018-413.35-10	TUITION REIMBURSEMENT	5,305.74
JULIAN TERRIQUEZ	368767	111-8010-431.15-25	BOOT REIMBURSEMENT	\$5,305.74
KIMBALL MIDWEST	100361843	221-8014-429.61-20	ELECTRICAL SUPPLIES	882.00
	100361843	535-8016-431.61-45	ELECTRICAL SUPPLIES	\$882.00
	100378276	535-8090-452.74-10	LANDSCAPE MAINTENANCE	187.40
KONICA MINOLTA BUSINESS SOLUTIONS	283162408	111-6010-451.56-41	COPIER METER READING	\$187.40
	283174465	111-6010-451.56-41	COPIER LEASE	703.01
LA COUNTY SHERIFF'S DEPT	230665BL	121-7040-421.56-41	INMATE MEAL SERVICE	535.01
				241.40
				\$776.41
				779.66
				\$779.66

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LAKESHORE LEARNING MATERIALS	550594092922	239-6060-466.61-20	CDBG AFTER SCHOOL SUPPLIES	110.24
LAKIN TIRE WEST, INC.	IN1359777	741-8060-431.43-20	PICKUP DISPOSAL HAZARDOUS	\$110.24
LAN WAN ENTERPRISE, INC	73301 73093 73099 72753	111-6010-451.56-41 111-7022-421.61-24 111-7030-421.61-20 111-9010-419.56-41	DIRECTOR COMPUTER PHONE CASES ADAPTERS PHONE CASES ADAPTERS AGREEMENT CH NETWORK	1,888.97 87.28 139.41 2,700.00
LAURIE KAJIWARA	HP0021	111-9010-419.56-41	ADMIN CONSULTING SVC	\$4,330.69
LB JOHNSON HARDWARE CO.	123313 123442 123455	111-6010-466.55-50 111-8024-421.43-10 111-8024-421.43-10	HALLOWEEN EXPENSES DEPARTMENT SUPPLIES PW DEPARTMENT SUPPLIES PW	5,376.25 121.02 34.99 16.60
LEGAL SHIELD	143713	111-0000-217.60-50	IDENTITY THEFT PROTECTION	\$172.61
LEONARDO CORONA	35877	285-0000-228.75-00	CONSTRUCTION & DEMOLITION	28.90
LONG BEACH PRESS-TELEGRAM	D308C02B-0002	111-1010-411.54-00	NEWSPAPER PUBLICATION	\$5,100.00
MANAGED HEALTH NETWORK	PRM-076143	111-0000-217.50-60	MONTHLY MGMT HEALTH NETWORK	338.40
MARIO DIAZ	MD-10042022	111-9018-413.35-10	TUITION REIMBURSEMENT	\$338.40
MARIO LOPEZ	T101-0095712 T101-0095712	111-8022-419.15-25 681-8030-461.15-25	BOOT REIMBURSEMENT BOOT REIMBURSEMENT	4,179.08 190.00 10.00
MARISELA ZEPEDA	MZ-10042022	111-9018-413.35-10	TUITION REIMBURSEMENT	\$200.00
MARLA FLORES	05232022 10142022 10212022	111-5010-419.59-15 111-5010-419.59-15 111-5010-419.59-15	CERTIFIED MAIL LETTER CERTIFIED MAIL LETTER CERTIFIED MAIL LETTER	4,080.75 31.40 7.85 32.20
MERRIMAC ENERGY GROUP	2221167	741-8060-431.62-30	CITY PURCHASES	\$71.45
METROPOLITAN TRANSPORTATION	4926-AR12744	111-8080-431.61-20	STREETSAYER ANNUAL SUBS	29,270.08
NEW CHEF FASHION INC.	1041320 1041979	111-7010-421.61-20 111-7010-421.61-20	NEW EMPLOYEE UNIFORM NEW EMPLOYEE UNIFORM	\$1,500.00 99.20 99.20
				\$198.40

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
NORTH STAR LAND CARE	1601-415	535-8090-452.56-60	CONTRACTUAL SVCS	\$23,760.00
OREILLY AUTO PARTS	2959-212900 2959-213071 2959-213097 2959-213105 2959-215904 2959-216423 2959-219184	741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	CAR PARTS FOR POLICE UNIT CAR PARTS FOR POLICE UNIT	84.32 146.24 44.01 135.09 302.53 22.67 37.54
OEM AUTO PAINT SUPPLIES	149160	11-8095-431.61-50	GRAFFITI REMOVAL SUPPLIES	\$772.40 328.50
OLIVAREZ MADRUGA, LLP	20644	745-9031-413.32-70	SETTLEMENT PAYMENT	\$328.50 4,503.35
ORANGE LINE DEVELOPMENT AUTHORITY	10 11 12 13 9	111-5010-419.56-41 111-5010-419.56-41 111-5010-419.56-41 111-5010-419.56-41 111-5010-419.56-41	PROJECT ADMINISTRATION PROJECT ADMINISTRATION PROJECT ADMINISTRATION PROJECT ADMINISTRATION ECO RAPID TRANSIT	\$4,503.35 6,304.31 2,750.52 7,916.66 3,254.36 3,226.55 2,926.63
PARKINK	28082	111-6030-451.61-35	PARK UNIFORMS	\$26,379.03 762.70
PARS	51615 51676	111-9010-419.56-41 216-3010-415.56-41	ARS FEES PARS REP	\$762.70 476.02 2,609.54
PAUL BOLLIER	10222022	111-5010-419.59-15	CERTIFIED MAIL LETTER	\$3,085.56 25.00
PSYCHOLOGICAL CONSULTING ASSOC, INC	525867	11-7010-421.56-41	PRE EMPLOYMENT EVALUATION	\$25.00 440.00
PURCHASE POWER	80900001142607	11-7040-421.56-41	POSTAGE FEES	\$440.00 571.02
QDOXS	IN46759 IN46759 IN46759	11-8020-431.43-05 285-8050-432.43-05 681-8030-461.43-05	XEROX COPIER CONTRACT XEROX COPIER CONTRACT XEROX COPIER CONTRACT	\$571.02 21.90 21.90
RINCON CONSULTANTS, INC.	42896	11-5010-419.56-49	HP PLANNING SVCS	\$65.70 67,088.99
RIO HONDO COLLEGE	F22-59-ZHP F22-56-ZHPK F22-64-ZHPK F22-90-ZHPK	111-7010-421.59-15 111-7010-421.59-20 111-7010-421.59-20 111-7010-421.59-20	COURSE ENROLLMENT FEES COURSE ENROLLMENT FEES COURSE ENROLLMENT FEES COURSE ENROLLMENT FEES	\$67,088.99 25.00 75.00 832.00 50.00
				\$982.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
RIVERSIDE COUNTY SHERIFF'S DEPT	BCTC0053704	111-7010-421.59-20	TRAINING FOR POLICE DEPT	116.00
SHARPLINE SOLUTIONS, INC.	2446	221-8012-429.61-20	TRAFFIC AUTHORITY REQUEST	\$116.00
SINATRA UNIFORM, INC	2022/10/0025	111-7010-421.61-20	NEW EMPLOYEE UNIFORM	768.69
SOUTH COAST AIR QUALITY MGMT DISTR.	4069385	681-8030-461.42-05	ANNUAL RENEWAL FEES	\$310.62
	4071673	681-8030-461.42-05	ANNUAL RENEWAL FEES	1,678.99
				151.85
SOUTHERN CALIFORNIA EDISON	9/6/22-10/4/22	111-7024-421.62-10	ELECTRICAL SVC POLICE DEPT	\$1,830.84
	9/2/22-10/3/22	111-8010-415.62-10	ELECTRICAL SVC CITY PARKING LOTS	11,511.77
	8/2/22-8/30/22	111-8022-419.62-10	ELECTRICAL SVC VARIOUS LOC.	176.01
	8/2/22-8/30/22	111-8023-451.62-10	ELECTRICAL SVC VARIOUS LOC.	3,499.41
	9/6/22-10/4/22	221-8014-429.62-10	ELECTRICAL SVC 55ST PACIFIC	12,388.66
	9/2/22-10/3/22	535-8016-431.62-10	ELECTRICAL BILL 6621 WILSON AVE	67.08
	6/18-7/18	681-8030-461.62-20	ELECTRICAL BILL BEAR AVE	12.73
	8/2/22-8/30/22	681-8030-461.62-20	ELECTRICAL SVC VARIOUS LOC.	17,957.82
				38,415.77
SOUTHSTAR ENGINEERING & CONSULTING	COHP-04	222-8080-431.76-20	CONSTRUCTION MANAGEMENT	\$84,029.25
				3,416.00
SUPERIOR, LLC	365135	111-9010-419.43-15	FINANCIAL SYSTEMS MONTHLY	\$3,416.00
SUPERIOR COURT OF CALIFORNIA	09012022	111-7010-415.56-10	PARKING CITATION SURCHARGE	13,532.61
T-MOBILE USA	8/21/22-9/20/22	111-5055-419.53-10	CELLPHONE CODE ENFORCEMENT	\$13,532.61
TENNANT SALES AND SERVICE COMPANY	919074548	741-8060-431.43-20	SENSORS FOR PW	25,580.27
TERESA MINERVA SANTOYO MORENO	2099	111-0240-466.55-42	TACOS LUNCHEON HALLOWEEN	\$90.58
TIME WARNER CABLE	106964801100122	111-7010-421.53-10	ICL SYSTEM JPA	\$90.58
TIREHUB, LLC	30062498	219-8085-431.43-21	CAR PARTS FOR PW	\$88.59
	30142561	741-8060-431.43-20	CAR PARTS FOR PW	1,450.00
				\$1,450.00
				703.55
				\$703.55
U.S. BANK EQUIPMENT FINANCE	483725156	111-0210-421.44-10	IBE DIGITAL FINANCING SEP	805.35
ULINE	154638874	239-6060-466.61-20	CDBG SENIOR PROG SUPPLIES	1,182.60
	154954808	535-8016-431.61-45	UTILITY CARTS ELECTRICAL	1,155.92
UNITED INDUSTRIES	224305	111-8095-431.61-50	SUPPLIES FOR PUBLIC WORKS	342.67
	224542	111-8095-431.61-50	GLOVES-PW	\$1,498.59
				440.76
				138.01

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
UNITED INDUSTRIES	224273	741-8060-431.43-20	SUPPLIES FOR PUBLIC WORKS	147.79
VELADA CONSULTING LLC	1	111-0210-413.56-41	EXTERNAL ADDITIONAL COMM	\$726.56
	2	111-0210-413.56-41	EXTERNAL & COMM OUTREACH	25,000.00
WALTERS WHOLESALE ELECTRIC COMPANY	S121589029.001	535-8090-452.61-20	LIGHTING SUPPLIES KELLER	52,750.00
	S121589029.002	535-8090-452.61-20	LIGHTING SUPPLIES KELLER	\$77,750.00
WEST & ASSOCIATES ENGINEERING, INC	1008.16.05-14	11-5010-419.56-41	CONTRACTUAL SVCS COMM DEV	5,590.00
	1008.16.22-10B	111-8031-433.76-17	MANAGEMENT OF NPDES	9,400.00
	1008.16.06-08	202-8080-431.76-21	SERVICES CIP 2018-11	35,100.00
WEX BANK	84228248	741-8060-431.62-30	FUEL PURCHASE FOR DEPT PD	\$50,090.00
				1,664.21
XEROX FINANCIAL SERVICES	3512030	111-8020-431.43-05	LEASE PAYMENT XEROX COPIER	\$1,664.21
	3512030	285-8050-432.43-05	LEASE PAYMENT XEROX COPIER	59.99
	3512030	681-8030-461.43-05	LEASE PAYMENT XEROX COPIER	59.99
XPRESS WASH INC	15370	741-8060-431.43-20	CAR WASH SVC FOR AUG 22	\$179.96
	15489	741-8060-431.43-20	CAR WASH SVC SEPT 22	1,463.00
YASMIN CRUZ	5125	111-6060-466.33-20	DANCING CLASSES	847.00
	5126	111-6060-466.33-20	DANCING CLASSES	\$2,310.00
	5127	111-6060-466.33-20	DANCING CLASSES	736.00
				352.00
				288.00
				\$1,376.00
				\$1,446,690.27

ITEM NO. 3

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



November 1, 2022

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 SETTING THE PUBLIC HEARING DATE OF NOVEMBER 15, 2022 TO ADOPT AN ORDINANCE AMENDING ARTICLE 4 "MANDATORY WATER CONSERVATION" IN CHAPTER 5 "WATER SYSTEM" AT TITLE 6 "SANITATION AND HEALTH" OF THE HUNTINGTON PARK MUNICIPAL CODE

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve setting the public hearing date of November 15, 2022 to adopt an ordinance amending the City's Municipal Code, Article 4 "Mandatory Water Conservation" in Chapter 5 "Water System" at Title 6 "Sanitation and Health."

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 28, 2022, the Governor declared the California Emergency Services Act (Executive Order N-7-22) effective immediately to combat the State's water shortage drought. On May 25, 2022, State Water Resources Control Board (Water Board) adopted emergency regulations that required the City to submit a preliminary annual water supply and demand assessment by June 1, 2022 and a final annual water supply and demand assessment by July 1, 2022.

City adopted the 2020 Urban Water Management Plan via Resolution 2021-12 and the Water Shortage Contingency Plan via Resolution 2021-13 at the June 1, 2021 City Council meeting. These plans are part of the City's water conservation efforts to add language and provisions that regulate water usage and impose practical methods of environmental preservation. For example, under the Level 1 Water Supply Shortage, irrigation is permitted for 45 minutes or three days per week, per station, from April 1 through October 31, and for 30 minutes, or two days per week, per station, from

CONSIDERATION AND APPROVAL SETTING THE PUBLIC HEARING DATE OF NOVEMBER 15, 2022 TO ADOPT AN ORDINANCE AMENDING ARTICLE 4 "MANDATORY WATER CONSERVATION" IN CHAPTER 5 "WATER SYSTEM" AT TITLE 6 "SANITATION AND HEALTH" OF THE HUNTINGTON PARK MUNICIPAL CODE

November 1, 2022

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November 1 through March 31. City is currently under a Level 2 Water Supply Shortage conservation effort as established by the Governor's Executive Order.

Adoption of the ordinance focuses on amending the provisions of the water conservation program as dictated in the Municipal Code in order to remain consistent with the recent changes in State law. Language contained in the ordinance prevents parcel owners from the unreasonable use of water and promotes water conservation. Businesses are regulated from utilizing potable water for irrigation of non-functional turf at commercial, industrial and institutional sites. For this reason, City is doing its part by holding a public hearing so that our residents, businesses and stakeholders have an opportunity to review and understand the water needs of our community.

LEGAL REQUIREMENT

The State Water Resources Control Board has adopted two emergency regulations that prohibit certain wasteful water use practices statewide and encourage the City to monitor water use more closely while building habits to use water wisely and make conservation a way of life. City is adopting sustainable language to uphold water conservation measures.

City's adopted water shortage contingency plan under Water Code 10632 identifies a shortage level reeducation of twenty-percent (Level 2) and requires the implementation at a minimum of the following actions:

- Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards and social media.
- Implement and enforce an ordinance limiting landscape irrigation with potable water to no more than two (2) days per week and prohibiting landscape irrigation with potable water between the hours of 10:00 a.m. and 6:00 p.m.
- Authority to enforce, as infractions, the prohibitions and takes enforcement against violations.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the approval of this recommendation.

CONCLUSION

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL SETTING THE PUBLIC HEARING DATE OF
NOVEMBER 15, 2022 TO ADOPT AN ORDINANCE AMENDING ARTICLE 4
“MANDATORY WATER CONSERVATION” IN CHAPTER 5 “WATER SYSTEM” AT
TITLE 6 “SANITATION AND HEALTH” OF THE HUNTINGTON PARK MUNICIPAL
CODE**

November 1, 2022

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RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

ITEM NO. 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 1, 2022

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

Dear Mayor and Members of the City Council:

APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2021-02 CPS AND ARS INSTALLATION PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve acceptance of work performed by United Storm Water, Inc. for the fabrications and installation of CIP 2021-02 CPS and ARS Installation Project; and
2. Authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the February 15, 2022 City Council meeting, the City Council awarded the construction contract to United Storm Water, Inc. (contractor). The project consisted of the fabrication and installation of Connector Pipe Screen (CPS) and Automatic Retractable Screens (ARS) at City-owned catch basins. CPS units prevent trash and debris from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the catch basin. ARS units minimize trash and debris from entering the stormdrain network during dry weather and moderate storm flows by keeping the trash and debris in the gutter so that it may be collected by the street sweeper. The Project has been deemed substantially completed in accordance with the contract specifications. There are no unresolved stop notices or outstanding construction claims against the contractor. Staff recommends accepting the project as substantially complete and executing the NOC within the prescribed timeline.

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 1) with the Los Angeles County Recorder's Office.

**APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2021-02 CPS AND ARS
INSTALLATION PROJECT**

November 1, 2022

Page 2 of 2

FISCAL IMPACT/FINANCING

The contractor's final total contract invoices amounted to \$153,331, payable from Account Number 111-8031-433.76-17. The project was completed within the prescribed budget. The following is a tabulation of the contractor's invoices:

United Storm Water, Inc.		
Date	Invoice	Amount
8/8/2022	SW39621	\$144,416.50
10/4/2022	SW39989	\$8,914.50
		\$153,331.00

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Notice of Completion

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: CIP 2021-02 CPS and ARS Installation Project
(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 September 9, 2022
(Date)
The work done was: **Fabrication and installation of CPS and ARS units.**
7. The name of the contractor, if any, for such work of improvement is:

United Storm Water, Inc.

(If no Contractor for work of improvement, insert "none")

February 15, 2022

(Date of Contract)

8. The street address of said property is:
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.

Ricardo Reyes, City Manager
City of Huntington Park

Date

VERIFICATION

I have read the foregoing Notice of Completion and know its content. I am the Acting City Clerk of the City of Huntington Park and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct and was duly and regularly ordered to be recorded in the Office of the Los Angeles County Registrar-Recorder/County Clerk.

Eduardo Sarmiento, City Clerk
City of Huntington Park

Date

ITEM NO. 5



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 1, 2022

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE
PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE FOR CIP 2019-14
ATP CYCLE V PROJECT NO. ATPSB1L-5150(017)**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms for the preparation of Plans, Specifications and Estimate for CIP 2019-14 ATP Cycle V Project No. ATPSB1L-5150(017).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 9, 2021, the California Transportation Commission (CTC) approved the allocation of funds for Project Approval and Environmental Design (PA&ED) for CIP 2019-14 ATP Cycle V Project No. ATPSB1L-5150(017). Upon preparation and completion of all PA&ED documents, the City received Categorical Exemption (CE) approval from the California Department of Transportation (Caltrans) on June 9, 2022. Obtaining CE approval allows for the requesting of funds for the Plans, Specifications, and Estimate (PS&E) phase. The City submitted a funding request to Caltrans for PS&E allocation on June 16, 2022. At their August 18, 2022 meeting, the CTC allocated funding in the amount of \$275,000 to begin the PS&E phase for this project.

The proposed project will create pedestrian safety and mobility enhancements along Gage Avenue, State Street, California Avenue, and the intersection of Florence Avenue

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE
PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE FOR CIP 2019-14
ATP CYCLE V PROJECT NO. ATPSB1L-5150(017)**

November 1, 2022

Page 2 of 3

at Bissell Street. It builds off previous safety initiatives and targets persistent concerns along Gage Avenue, where pedestrian ramp improvements and sidewalk replacement will improve safety and encourage active transportation for ten schools along Gage Avenue and seven schools along State Street. The project also adds four transit bus pads that will provide ADA-access and stable station platforms for all ages that will promote more active transportation to and from bus services. Pedestrian ramps will be improved along the residential corridor of California Avenue. Finally, HAWK beacons at three critical mid-block locations in the City, including the intersection of Florence Avenue and Bissell Street will improve north-south pedestrian safety to schools near Salt Lake Park. These infrastructure improvements will increase pedestrian mode share for sixteen elementary, middle, and high schools with a cumulative enrollment of 14,595 students. This will address a youth population with the highest rate of collision fatalities and obesity in the State.

Engineering support from an outside consultant is necessary to accomplish the design phase of the project. A formal RFP (Attachment 1) will be published to solicit proposals from qualified firms to provide design services for the project.

The following is a tentative schedule:

RFP ISSUED	November 4, 2022
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	November 21, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	November 28, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	December 7, 2022
TENTATIVE CITY COUNCIL AWARD DATE	December 20, 2022
APPROXIMATE NOTICE TO PROCEED DATE	January 3, 2023
100% FINAL PS&E TO THE CITY	June 19, 2023

LEGAL REQUIREMENT

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost.

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE
PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE FOR CIP 2019-14
ATP CYCLE V PROJECT NO. ATPSB1L-5150(017)**

November 1, 2022

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California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act.

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

FISCAL IMPACT/FINANCING

At its regularly scheduled meeting of August 18, 2022, the California Transportation Commission (CTC) allocated funding in the amount of \$275,000 (Attachment 2). City must seek reimbursement of state funds as work progresses. A local City match is not required. Approval of this specific action does not have a fiscal impact on the general fund.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. RFP CIP No. 2019-14 ATP Cycle V
2. Caltrans Allocation Notification Letter

ATTACHMENT "A"



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Professional Plans, Specifications, and Estimate (PS&E) Services for
CIP 2019-14 ATP Cycle V Project No. ATPSB1L-5150(017)**

PROPOSAL DUE DATE: DECEMBER 7, 2022, 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpcagov

CITY OF
**HUNTINGTON
PARK**

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1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants for engineering design services for the preparation of Plans, Specifications, and Estimate (PS&E). Work during PS&E development involves the preparation of civil plans, surveying, geometric base maps and functional base plan sheets, including review of existing project information, gathering appropriate mapping, coring/potholing to find underground utility conflicts and conducting necessary studies as part of **CIP 2019-14 ATP Cycle V Project No. ATPSB1L-5150(017)**.

2. OVERVIEW

The proposed project will create pedestrian safety and mobility enhancements along Gage Avenue, State Street, California Avenue, and the intersection of Florence Avenue at Bissell Street. It builds off previous pedestrian safety initiatives along Gage Avenue which include curb ramp improvements and sidewalk replacement. The project also adds four transit bus pads that will provide ADA-access. Pedestrian ramps will be improved along the residential corridor of California Avenue. Placemaking enhancements along State Street will square two unconventional intersections to reduce crossing distance for pedestrians. Finally, HAWK beacons at three critical mid-block locations in the City. This project is subject to Greenbook standards and Public Contracting Code procurement requirements. Caltrans standards may also apply.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to the design of **CIP 2019-14 ATP Cycle V Project No. ATPSB1L-5150(017)**. The consultant applying should have significant experience in preparing plans, specifications, and cost estimates. The objective of the project is to complete 100% design and secure approval of all plans, specifications, and cost estimates by June 19, 2023.

- The City reserves the right to delete specific task(s).

A. Task 1 – Conduct Field Review and Surveys

- The PS&E phase will include, but will not be limited to: data collection, field reconnaissance, engineering and geotechnical investigation, topographic and boundary survey, plans, profiles, layouts, typical sections, and construction details necessary to construct the required civil work. Additional work includes potholing/boring to see if there are any underground utility obstructions/conflicts when designing footings for poles.

- Identify locations of any survey monuments or encroaching properties that will be affected by construction.
- The Consultant shall evaluate, consider, and address existing ADA deficiencies in accordance with ADA regulations. Curb ramps shall provide site specific designs showing existing and proposed grades to verify ADA slope compliance. Improvements will comply with Greenbook and Caltrans Standards.
- Prepare Plans: Plans will be prepared using topographic base map as background in CAD format.
- Traffic Control Plans will be described in the specifications, with reference to MUTCD and WATCH Manual.
- Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions:

March 16, 2023 – 30% submittal

April 17, 2023 – 65% submittal

May 18, 2023 – 95% submittal

June 19, 2023 – Final 100% submittal

B. Task 2 – Prepare Design Plans for Construction

- Perform Utility Research/Other Research and Coordination. The Consultant shall contact all utility companies within the project limits and request current utility atlas maps and as-built information. Consultant is required to send current preliminary notices to utility companies in accordance with the City's procedures. Documentation of contacts and responses will be copied to the City. Consultant will prepare and mail/email out utility notices. A Spreadsheet log of notices sent to utility companies and responses received will be submitted to the City.
- Conduct required surveys/design surveys and prepare detailed base map for use in developing design plans.
- In summary this task shall include the following services:
 - Upon completion of Base Map, conduct second scoping meeting with City to discuss any deviation from initial scoping meeting / approved conceptual plan that may be required based on information obtained during Task 1.
 - Design Services shall follow and include Schedule and Schedule Control. Allow a minimum of one (1) week for each City review. Plans shall be submitted at the following stages of completion for City review and comment: 30%, 65%, 95%, and

100% (Final). It is expected that 100% plans will be complete and include comments and input from the City.

C. Task 3 – Project Specifications at 30%, 65%, 95%, and 100% Submittal

- Prepare Specifications in conformance with the current Standard Specifications for Public Works Construction (Greenbook) and other applicable agency standard plans, specifications, and guidance documents in order to obtain plan approval. Provide the required standards and reference materials to be included in the City's standard contract documents. Every item of work must be including a measurement clause and a payment clause. Caltrans standard specifications may be utilized as well. City does not have City standards.

D. Task 4 – Construction Estimate

- Prepare an Engineer's construction estimate for the designed Project at 30%, 65%, 95%, and 100% submittal in Microsoft Excel spreadsheet format. Cost estimates shall have quantities and unit prices with back-up calculations for all quantities. The consultant shall verify all unit prices at the time of final plan approval.

E. Task 5 – Permitting and Regulations

- The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services shall include all steps necessary in the project development and permitting process to fully entitle the project to move into the construction phase.
- Document, design, and incorporate environmental requirements, mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into Project construction documents as required.
- Provide a signed check off list certifying that all environmental clearances/permits have been completed and all mitigation measures have been incorporated into the PS&E prior to the advertisement of the Project for construction.
- Provide management and inspection staff, including material testing (geotechnical).
- Provide design support during construction to include but not limited to review of submittals, response to RFIs, etc.
- The consultant shall determine the locations where Right of Way (ROW) Entry needs to be established.

- The consultant and its subconsultants shall comply with Public Works Greenbook in the preparation of full, complete, and accurate PS&E. Caltrans standard specifications may also be incorporated.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables provided by the City shall conform to those regulations to ensure a complete and conforming project. The consultant and subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PS&E.
- Minimum number of Meetings:
 - 2 - Scoping/Kick off
 - 6 - City Staff

4. KEY PERSONNEL

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

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

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

6. INSURANCE REQUIREMENTS

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

7. EVALUATION CRITERIA

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

- Expertise, Experience and Training Plus Prior Contracting History (25%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims,

debarment and civil litigation.

- Project Approach (25%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (40%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

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

8. SELECTION PROCESS

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

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

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

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

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

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

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

Qualifications and Experience of Consultant's Personnel: Maximum 2-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Project Approach: Maximum 2-page of the proposed approach to designing this improvement project. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP along with any estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.

Proposed Personnel: Maximum 3-page resume for key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

Quality Assurance/Quality Control: Maximum 2-page brief description of the consultant's approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC, control review, etc.).

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

Schedule and Schedule Control: Maximum 1-page schedule detailing when the specific Tasks will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be

required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Tasks 1 through 5 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 5, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside “**CIP 2019-14 ATP Cycle V Project No. ATPSB1L-5150(017)**” and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside. See the fee schedule below and utilize as the guide.

TASKS	ITEM	TOTAL
1	Two (2) Kickoff Scoping Meetings	
2	Six (6) Review Meetings with City	
3	Prepare & Submit 30% Design PS&E: Data Collection, Review and Site Investigations, Prepare AutoCAD Base Maps and Field Topo Survey & Prepare Map, Utility Company Coordination: Due March 16, 2023	
4	Prepare & Submit 65% Design PS&E: Data Collection, Review and Site Investigations, Prepare AutoCAD Base Maps and Field Topo Survey & Prepare Map, Utility Company Coordination: Due April 17, 2023	
5	Prepare & Submit 95% Design PS&E: Data Collection, Review and Site Investigations, Prepare AutoCAD Base Maps and Field Topo Survey & Prepare Map, Utility Company Coordination: Due May 18, 2023	
6	Prepare & Submit 100% Design PS&E: Data Collection, Review, and Site Investigations, Prepare AutoCAD Base Maps and Field Topo Survey & Prepare Map, Utility Company Coordination: Due June 19, 2023.	
7	Geotechnical Investigation (Pavement Coring)	
8	Geotechnical Report	
9	Third party laboratory testing (Caltrans certified)	
10	Answer Bidding RFIs/RFCs	
11	Attend Pre-Construction Meeting	
12	Answer Construction RFIs/RFCs	
13	Review Construction Submittals/Shop Drawings	
14	As-Builts/Record Drawings	
TOTAL DETAILED FEE SCHEDULE		

* Mileage, printing, and other external costs should be integrated into the costs above

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hPCA.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, NOVEMBER 21, 2022**. In response to all questions received by this date, City will issue an Addendum on or before **5:00 PM, NOVEMBER 28, 2022**. The addendum will be emailed to all RFP recipients on record.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (2) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, DECEMBER 7, 2022**, to:

City of Huntington Park – City Clerk's Office

Attn: Cesar Roldan, Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals will not be accepted.

13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

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

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

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

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	November 4, 2022
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	November 21, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	November 28, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	December 7, 2022
TENTATIVE CITY COUNCIL AWARD DATE	December 20, 2022
APPROXIMATE NOTICE TO PROCEED DATE	January 3, 2023
100% FINAL PS&E TO THE CITY	June 19, 2023

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



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

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

RECITALS

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

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

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

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

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

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

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

I.
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.

1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /(\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

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

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

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.

2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.

2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

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

III.
INDEPENDENT CONTRACTOR

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

IV.
INSURANCE

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

- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

4.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

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

4.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

4.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V.
INDEMNIFICATION

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

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

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTs or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

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

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

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

VI.
TERMINATION

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

6.2 EVENTS OF DEFAULT/ BREACH OF AGREEMENT:

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

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

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

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

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

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

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

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

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

VII.
MISCELLANEOUS PROVISIONS

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

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

7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

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

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

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

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

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

7.8 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTs), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

7.9 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other CONSULTANTs in connection with the various projects worked upon by CONSULTANT.

7.10 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

7.15 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

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

7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.

7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.

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

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

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

7.22 **MISCELLANEOUS:**

A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.

C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK: [NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

for bodily injury, personal injury and property damage, including operations, products and completed operations
- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if vendor has employees)

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

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

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

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

Certificate Holder:

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

Acceptability of Insurers:

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

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

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

SUBJECT TO CHANGE ACCORDING TO EVENT

 CERTIFICATE OF LIABILITY INSURANCE																																																						
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																																						
<p>PRODUCER: Agent or Broker Name & Address</p>	<p>CONTACT NAME: [REDACTED] DATE (MM/DD/YY): [REDACTED]</p>																																																					
<p>INSURED: Insured Name & Address</p>	<p>INSURERS AFFORNING COVERAGE: [REDACTED] NAME & ADDRESS: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p>																																																					
<p>COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:</p> <p>This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">TYPE OF INSURANCE</th> <th rowspan="2">DESCRIPTION OF INSURANCE</th> <th rowspan="2">POLICY NUMBER</th> <th rowspan="2">POLICY PERIOD (INIBILITY)</th> <th rowspan="2">LIMITS</th> </tr> <tr> <th>EX-1</th> <th>EX-2</th> <th>EX-3</th> </tr> </thead> <tbody> <tr> <td>COMMERCIAL GENERAL LIABILITY</td> <td> <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR </td> <td colspan="2" style="text-align: center;"> Policy Number <div style="border: 1px solid black; padding: 2px; display: inline-block;">[REDACTED]</div> </td> <td style="text-align: center;"> Current Policy Period <div style="border: 1px solid black; padding: 2px; display: inline-block;">[REDACTED]</div> </td> </tr> <tr> <td>EX-1: ACCIDENT DATE LIMIT APPLIED PER POLICY</td> <td><input type="checkbox"/> 2017 <input type="checkbox"/> 2018 <input type="checkbox"/> 2019</td> <td colspan="2"></td> <td></td> </tr> <tr> <td>EX-2: AUTO</td> <td><input type="checkbox"/> AUTO ONLY <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> MOTORCYCLE <input type="checkbox"/> AUTO ONLY</td> <td colspan="2"></td> <td></td> </tr> <tr> <td>EX-3: UMBRELLA</td> <td><input type="checkbox"/> AUTO <input type="checkbox"/> CLAIMSMADE</td> <td colspan="2"></td> <td></td> </tr> <tr> <td colspan="5"> <p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (ACORD 25, additional pages available, may be attached if more space is required)</p> <div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."</p> </div> </td> </tr> <tr> <td colspan="2"> <p>CERTIFICATE HOLDER: City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255</p> </td> <td colspan="3"> <p>CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.</p> <p>AUTHORIZED REPRESENTATIVE: SIGNATURE: <div style="border: 1px solid black; padding: 2px; display: inline-block;">[REDACTED]</div></p> </td> </tr> <tr> <td colspan="5" style="text-align: center;"> <small>© 1988-2015 ACORD CORPORATION. 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a Contact
Name &
Phone
number or
email
address

Insurance
Company
Name(s)

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

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

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

2. This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

- Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

Attachment "B"

DEPARTMENT OF TRANSPORTATION
 Division of Local Assistance
 120 N STREET
 P.O. BOX 942874, MS# 1
 Sacramento, CA 94274-0001
 TTY 711



07-LA-0-HNTP
 ATPSB1L-5150(017)
 Adv Id: 0722000063
 PPNO: 07-5894A,B
 Request No: 2

September 8, 2022

Mr. Ricardo Reyes
 City Manager
 City of Huntington Park
 6550 Miles Avenue
 Huntington Park, CA 90255

Dear Mr. Reyes:

Your letter dated June 16, 2022 requested a fund allocation from the Active Transportation Program for the City of Huntington Park Ped ramp improvements, HAWK ped crossing beacons, ped scramble and signal improvements, navigational - Gage Ave from Wilmington Ave to Salt Lake Ave; State St from Randolph St to Florence Ave; California Ave from Florence Ave to Cudahy St; Florence Ave at Bissell St. This project is programmed in the Active Transportation Program (ATP), as amended.

At their August 18, 2022 meeting, the California Transportation Commission (CTC) allocated funding in the amount(s) shown below.

The State hereby makes the following allocation on August 18, 2022, effective August 18, 2022.

Allocation No. 2023-24		ATP	FUND ALLOCATION		
Senate District No.:	30	Amount Programmed	Fiscal Year Programmed	Amount Previously Allocated	This Request
Assembly District	50				
PS&E		\$275,000	2022	\$0	\$275,000
Federal Funds					\$0
State Funds					\$275,000
Total		\$275,000		\$0	\$275,000

This allocation makes available \$0 of federal funds* and \$275,000 of State (or State-only) funds for a total of \$275,000.

* A separate request for authorization to proceed (E-76) is required prior to the start of reimbursable work for projects receiving Federal funds.

The effective date of allocation serves as the authorization to proceed and establishes the date for the start of reimbursable work for State-only funded projects.

For This Allocation:

Funds allocated for project E & P are available for expenditure until: **Not Applicable.**

Funds allocated for project PS & E are available for expenditure until: **June 30, 2025.**

Funds allocated for project RW are available for expenditure until: **Not Applicable.**

Funds allocated for construction -- Agency has 6 month(s) after the date of allocation to award a contract.

After award of the contract, the Agency has up to 36 months to complete the construction or vehicle purchase contract.

The Commission may grant a one-time extension to each of the deadlines specified above if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. Please refer to the Local Assistance website at <https://dot.ca.gov/programs/local-assistance> for additional guidance.

The project's award information should be submitted to the District Local Assistance Engineer (DLAE) immediately after award of the construction contract. A copy of the project's award package also needs to be included with the submittal of the Administering Agency's first invoice to the Local Programs Accounting Branch. Please refer to Local Programs Procedures (LPP) LPP 01-06 for guidance regarding the contents of the project award package.

This allocation is not a commitment on the part of the State to make reimbursements until an Administering Agency - State Agreement (Master Agreement), if necessary, and a project specific program supplement are executed between the Agency and the State.

Your attention is directed to the Local Assistance Procedures Manual, LPPs and the current CTC guidelines for detailed instructions and information.

Sincerely,



For

SUJAYA KALAINESAN , Chief
Office of Project Implementation - South
Division of Local Assistance

c: MTA

Attachment: CTC Vote Box

Mr. Ricardo Reyes

September 8, 2022

Page 3

ATPSB1L-5150(017)

bc: LPA

DLA AE Project Files

District - (07) DLAE - Steve Novotny

CTC MEETING**REVISED ESTIMATED TIMED AGENDA****August 17-18, 2022****SCCP Allocations**

Tab	Item Description	Ref#	Presenter	Status	Type*	Agency*
100	Request of \$583,000 for the locally-administered SCCP North Padaro Lane Coastal Access Improvements project, off the State Highway System, in Santa Barbara County. (PPNO 2893) Resolution SCCP-A-2223-02 (Related Items under Ref. 2.5s.(4) and 4.19) (Change List – In the Book Item Attachment – Scope change note added to the vote box) August 18, 2022 – Part 1 of 1 – 01:43:02	2.5s.(5)	Naveen Habib Dee Lam	Approved.	A	D
101	Request of \$8,017,000 for the State-Administered SCCP Santa Claus Lane Class 1 Bikeway project, on the State Highway System, in Santa Barbara County. (PPNO 2896) Resolution SCCP-A-2223-01 (Related Items under Ref. 2.5s.(5) and 4.19) August 18, 2022 – Part 1 of 1 – 01:44:35	2.5s.(4)	Naveen Habib James R. Anderson	Approved.	A	D

ATP Allocations

Tab	Item Description	Ref#	Presenter	Status	Type*	Agency*
102	Request of \$20,020,000 for 13 locally-administered ATP projects, off the State Highway System. Resolution FATT-2223-01 (Related Item under Ref. 2.2c.(3)) August 18, 2022 – Part 1 of 1 – 01:46:17	2.5w.(1)	Beverley Newman- Burckhard Dee Lam	Approved.	A	D
103	Request of \$3,748,000 for the locally-administered ATP U.S. 101 State Street Undercrossing Active Transportation Improvements project, on the State Highway System, in Santa Barbara County. (PPNO 2991) Resolution FATT-2223-02 August 18, 2022 – Part 1 of 1 – 01:47:37	2.5w.(2)	Beverley Newman- Burckhard Dee Lam	Approved.	A	D



2.5 Highway Financial Matters

Project #	Allocation Amount	Project Title	PPNO	Budget Year
Recipient	Project Location	Program/Year	Phase	Item #
RTPA/CTC	Project Description	Prgm'd Amount	Project ID	Fund Type
District-County				Amount by Fund Type

2.5w.(1) Locally-Administered ATP Projects Off the State Highway System Resolution FATP-2223-01

8 \$275,000 City of Huntington Park <u>LACMTA</u> 07-Los Angeles	Huntington Park's Safe Routes and Childhood Obesity Project. Gage Avenue from Wilmington Avenue to Salt Lake Avenue; State Street from Randolph Street to Florence Avenue; California Avenue from Florence Avenue to Cudahy Street.; Florence Avenue at Bissell Street Pedestrian ramp improvements, HAWK pedestrian crossing beacons, pedestrian scramble and signal improvements, navigational safety improvement and repair and replacement of sidewalks	07-5894A ATP/21-22 PS&E \$275,000 0722000063	2021-22 108-3290 RMRA 20.30.720.100	\$275,000
MPO				
Outcome/Outputs: Construct 106 curb ramps, 4,804 feet of sidewalk; install 5 crosswalks, and 3 high intensity activated crosswalks (HAWK)				
(CEQA - CE, 6/16/2022)				
PPNO 5894A is the infrastructure project to PPNO 5894B				
Time extension for FY 21-22 PS&E expires on 06/30/2023				
SB 1 Augmentation				

9 \$463,000 San Bernardino County <u>SBCTA</u> 08-San Bernardino	Muscoy Area Safe Routes to School Pedestrian Improvements Project. In the unincorporated San Bernardino County community of Muscoy, in the areas immediately surrounding both campuses of the Vermont and Muscoy Elementary Schools. Installation of pedestrian safety improvements, including; crosswalks, pedestrian flashing beacons, signage, speed feedback signs, ADA curb ramps, and sidewalks in the Muscoy area.	08-1274A ATP/22-23 PS&E \$160,000 R/W \$303,000 0821000096	2021-22 108-3290 RMRA 20.30.720.100	\$160,000 \$303,000
Statewide				
Outcome/Outputs: Construction of 7,290 feet of sidewalk, installing 22 Rapid Rectangular Flashing Beacons (RRFB), improving 46 ADA ramps, upgrading 29 crosswalks to ladder-style crosswalks which will provide added safety for students and pedestrians in Muscoy area.				

(CEQA - CE, 6/29/2022)

PPNO 08-1274A is the infrastructure component to PPNO 1274B

SB 1 Augmentation

ITEM NO. 6



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 1, 2022

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 PUBLICLY VISIBLE ART AT PROPERTY LOCATED AT 6833 PACIFIC BOULEVARD

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Publicly Visible Art for the existing AT&T business located at 6833 Pacific Boulevard.

BACKGROUND

On October 12, 2022, Planning received an application for Publicly Visible Art for an existing AT&T business located at 6833 Pacific Boulevard. The business is located on the northwest corner of Pacific Boulevard and Saturn Avenue. The proposed art will consist of a mural that measures 8.5 feet by 60 feet, located on the top portion of the existing building fronting Saturn Avenue that is occupied by AT&T. The artwork has a valuation of approximately \$13,800. The artwork is in "AT&T Blue" and includes Huntington Park landmarks such as the Warner Theater. It will be a part of AT&T's company-wide initiative to "win locally" and shift their identity to mirror the communities of the customers they serve. AT&T aims to appeal to the Huntington Park community by incorporating local images.

Pursuant to Huntington Park Municipal Code (HPMC) Section 9-3.1710, an application for placement of artwork on private property as part of a development project shall be submitted to the Planning Division for Planning Commission review and approval. However, if the proposed artwork is not associated with a development project the application for artwork shall be submitted to the Parks and Recreation Department for

CONSIDERATION AND APPROVAL OF PUBLICLY VISIBLE ART AT 6833 PACIFIC BOULEVARD

November 1, 2022

City Council review and approval. Since the artwork for the AT&T at 6833 Pacific Boulevard will be associated with an existing building and not be part of a new development project, it is at the discretion of City Council to approve or deny the proposed artwork.

Additionally, per HPMC Section 9-3.1704, "City Council shall have the authority to grant approval or denial of any proposed artwork submitted pursuant to the publicly visible art requirements in this article that is not associated with a development project. The City Council shall not grant the placement of any artwork unless the City Council finds that the artwork complies with the property maintenance standards as set forth in Huntington Park Municipal Code Section 8-9.02.1."

FISCAL IMPACTS

Fees collected for the Publicly Visible Art Application will be directed to the City Art Fund as stipulated in Huntington Park Municipal Code Section 9-3.1705.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

CYNTHIA NORZAGARAY
Director of Parks and Recreation



STEVE FORSTER
Interim Community Development Director

ATTACHMENT(S)

- A. Publicly Visible Art Application
- B. Site Plan
- C. Art Rendering – South Elevation

ATTACHMENT "A"

ATTACHMENT "A"



CITY OF HUNTINGTON PARK

Community Development Dept. • Planning Division
6550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 • planning@hPCA.gov

PUBLICLY VISIBLE ART APPLICATION

FOR OFFICE USE ONLY

Date Filed: 10/12/2022 File No.: PVA 2022-01 Fee/Receipt No.: \$ 995.00 Initials: DM

PROJECT INFORMATION

Project Address: 6833 Pacific Blvd. Huntington Park, Ca 90712

General Location: Huntington Park and Saturn

Assessor's Parcel Number (APN):

APPLICANT'S INFORMATION

Applicant: AT&T

Mailing Address: 1452 EDINGER AVE Tustin, CA 92780

Phone 1: 404-245-9744 Phone 2: Email: br1788@att.com

PROPERTY OWNER'S INFORMATION

Property Owner: Martha Hubbs

Mailing Address:

Phone 1: **Phone 2:** Email: **monge32000@yahoo.com**

PROPOSED ARTWORK

1. Provide a brief narrative of the proposed artwork for that will be placed for public visibility:
AT&T Store Sign - rendering attached. Our goal with this project is to add a beautiful mural that calls out to the local Huntington Park culture. Currently the wall is a faded color, and this new mural, funded by AT&T, will provide a solution to improving the overall look of the building. We asked our artist (Lstar) to create a design that was in "AT&T Blue", and included Huntington Park city landmarks. This is part of AT&T's company-wide initiative to "win locally" and shift our identity to mirror the communities of the customers we serve.
2. Provide description of artwork (Give full details describing the meaning, type, size, style, medium of the artwork):
Huntington Park, Pacific Ave blue painting. Sizing: (60 ft x 8.5 ft) The sign will be in "AT&T" blue and will say Huntington Park in big letters. The picture will feature a painting of the Pacific Blvd. street sign along with an image of the famous Warner building. Our goal is that these local images will appeal to the Huntington Park community.

3. Artist name and biography:

L Star Murals

L Star Murals is run by Lauren McElroy, a Philadelphia area native who lives in Los Angeles, CA. After getting her BFA from Maryland Institute, College of Art and many years working as an artist & designer for both Whole Foods and Trader Joe's Lauren decided to launch her own design & mural company in 2012. Lauren specializes in creating work in a variety of styles utilizing playful, contemporary ideas, dynamic layouts and thoughtful color palettes. She's been fortunate to work with many amazing brands, clients, designers and collaborators.

4. Appraised value: \$ 13,800 (Must be a minimum of 1% of project valuation)

**Attach a copy of Appraisal Report*

5. Appraiser: _____

Appraiser Credentials: _____

Mailing Address: _____

Phone 1: _____ Phone 2: _____ Email: _____

Appraiser's Signature: _____ Date: _____

CERTIFICATE AND AFFIDAVIT OF APPLICANT: I/We certify that all statements made on this application are true and complete to the best of my knowledge. I/We understand that any false statements may result in denial of the requested permit or revocation of any issued permit. I/We further certify that I am, or have permission by, the property owner to conduct the proposed development applied for herein.

Brandon Robinson

08/29/2022

Signature of Applicant

Date

Brandon H. Robinson

Print Name

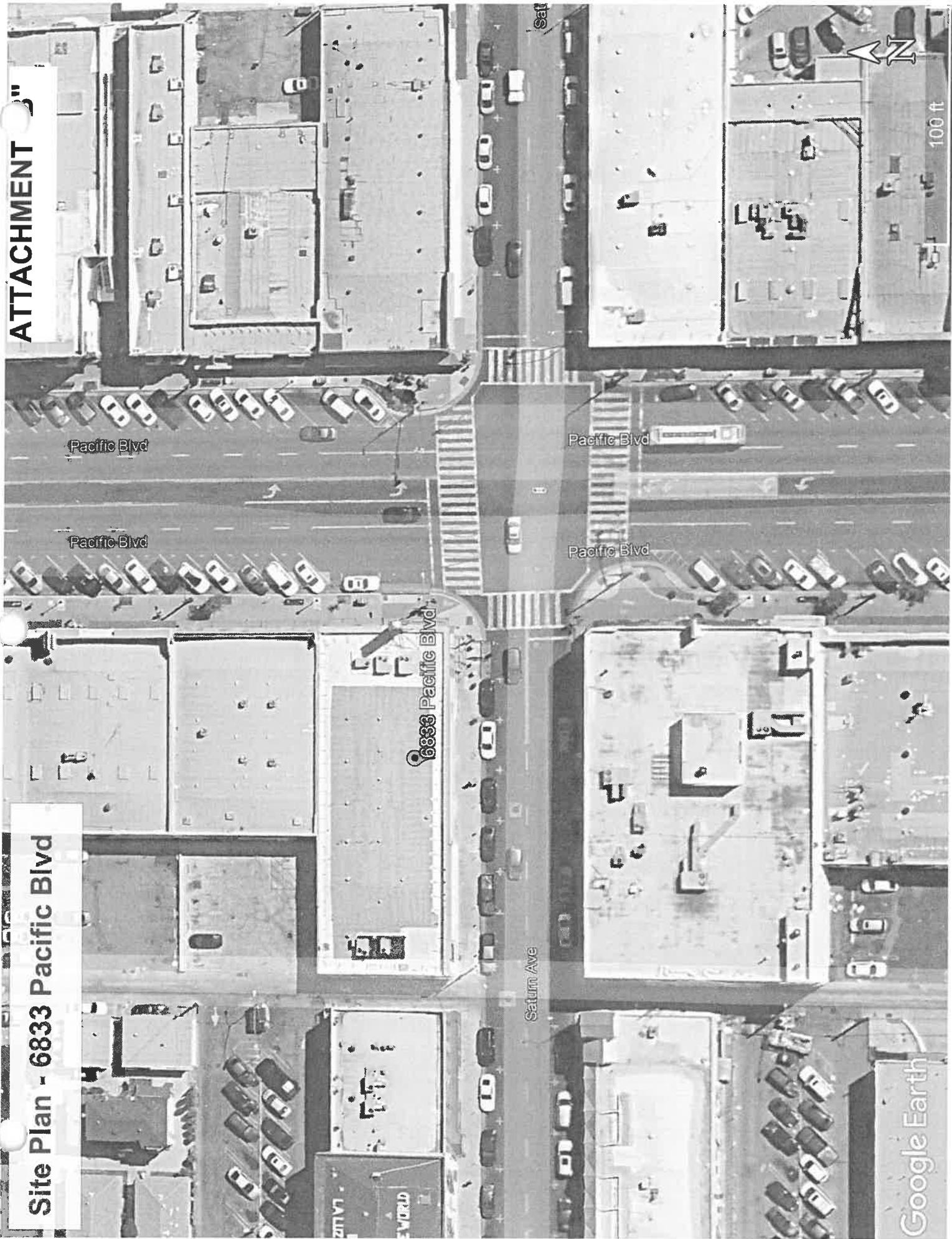
6

ATTACHMENT "B"

0

C

ATTACHMENT 3"



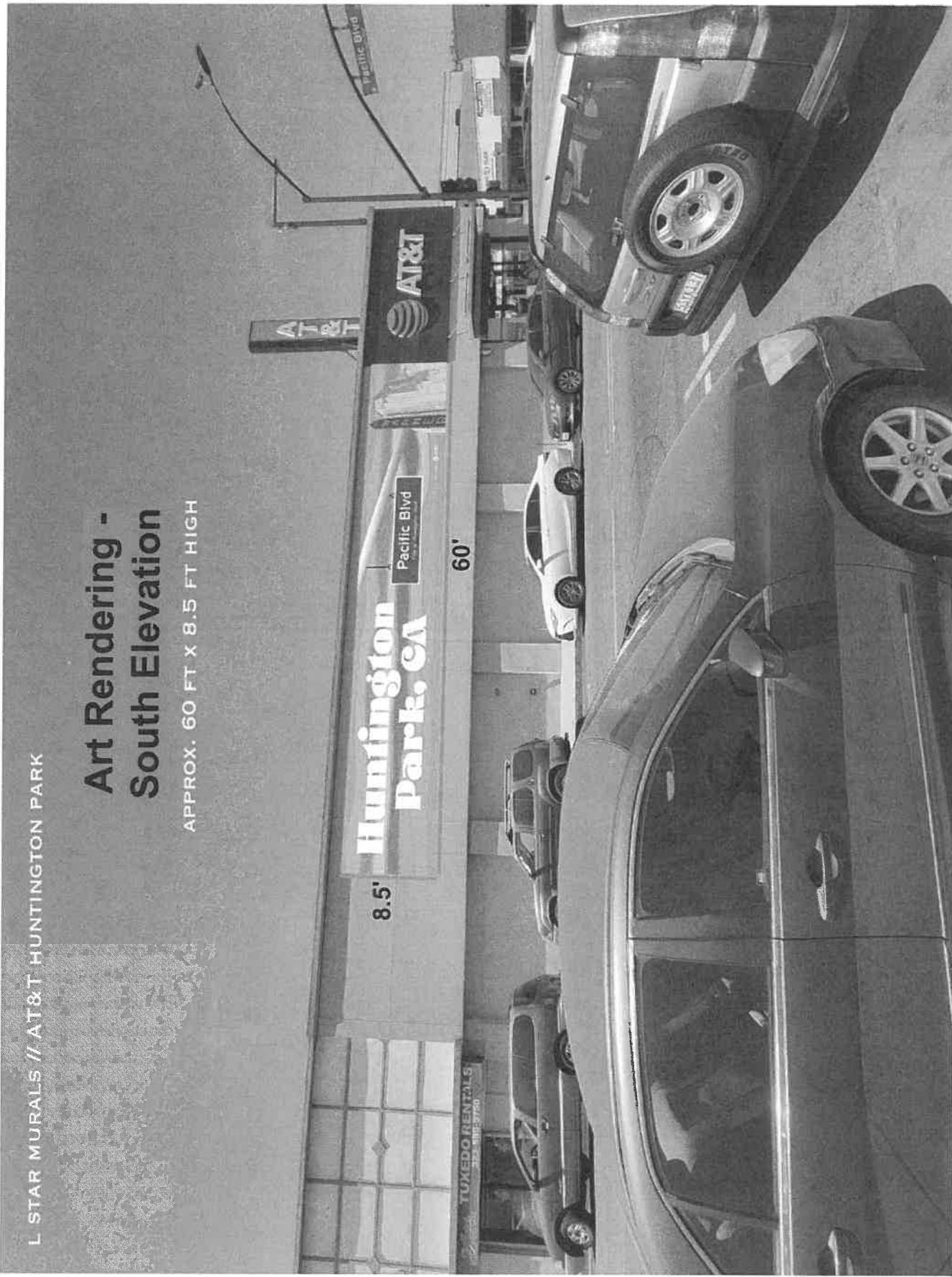
ATTACHMENT C

ATTACHMENT "C"

L STAR MURALS // AT&T HUNTINGTON PARK

**Art Rendering -
South Elevation**

APPROX. 60 FT X 8.5 FT HIGH



ITEM NO. 7



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 1, 2022

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 SETTING THE PUBLIC HEARING DATE OF NOVEMBER 15, 2022 TO ADOPT HUNTINGTON PARK ENVIRONMENTAL JUSTICE ELEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve setting the public hearing date of November 15, 2022 to adopt the Huntington Park Environmental Justice Element and update the City's General Plan

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Environmental Justice Element is required by the State of California to be included in the City's General Plan.

FISCAL IMPACT/FINANCING

There is likely to be fiscal impacts associated with any future adoption of the Environmental Justice Plan. Future programs will be identified to include the fiscal impacts at the time of the adoption of the various programs.

**CONSIDERATION AND APPROVAL SETTING THE PUBLIC HEARING DATE OF
NOVEMBER 15, 2022 TO ADOPT THE HUNTINGTON PARK ENVIRONMENTAL
JUSTICE ELEMENT**

November 1, 2022

Page 2 of 2

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Director of Community Development

ITEM NO. 8

CITY OF HUNTINGTON PARK



City Clerk's Office
City Council Agenda Report

November 1, 2022

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:

CITY COUNCIL COMMITTEE REORGANIZATION

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Consider committee re-assignment to fill committee vacancies left due to the passing of Council Member Manual Avila; and
2. Consider committee re-assignment or re-affirm current appointments; and
3. Add and/or delete any other temporary subcommittees, as appropriate.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The appointment of delegates and alternates to committee assignments is consistent with the Council's policy to maintain permanent representatives whenever possible. Reorganization of Council Committee assignments is typically handled annually. The last Council Committee reorganization was on May 19, 2020. With the passing of Councilmember Manuel Avila on July 25, 2022, the following two committee assignments were left vacant.

- Southern California Association of Governments (SCAG) (Alternate)
- Los Angeles County Library District (Director/Delegate)

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with this recommendation.

**ADOPT RESOLUTION NO. 2022-15 AUTHORIZING THE CITY TO IMPLEMENT
TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361**

November 1, 2022

Page 2 of 2

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Edu Sarmiento".

EDUARDO SARMIENTO
City Clerk

RICARDO REYES
City Manager

ATTACHMENT(S)

A. City Council Committee and Organizations List

ATTACHMENT "A"

Council Appointments to Various Organizations

Updated – March 24, 2022

(*Agency offers a stipend)

California Contract Cities Association - meets 3rd Wednesday of every month @ 6:00 p.m. (except Jan, May and July) location for meetings will vary.

Director: Ortiz **Alternate: All Council**

11027 Downey Avenue

Downey, CA 90241

(562) 622-5533

(562) 622-9555 fax

Contact: Christina Shore

Central Basin Water Association - meets 4th Monday of each month @ 10:00 a.m.

Member: Sanabria **Alternate: Macias**

725 North Azusa Avenue

Azusa, CA 91702

(626) 815-1305

(626) 815-1303 fax

Contact: Donna DiLaura donnad@watermaster.org

***Eco Rapid Transit (formerly Orange Line Development Authority)** - meets 2nd Wednesday of every month @ 6:00 p.m.

Board Member: Macias **Alternate: Sanabria**

16401 Paramount Boulevard

STIPEND - \$100.00

Paramount, CA 90723

(562) 663-6850

(562) 634-8216 – fax

orangeline@gatewaycog.org Christina's cell # (818) 395-6845

Contact: Christina Quintero, mcq@mkplanners.com, Michael Kotama, mkotma@mkplanners.com

***Gateway Cities Council of Governments** - meets 1st Wednesday of every month @ 5:30 p.m. dinner, 6:00 pm. meeting

Delegate: Sanabria **Alternate: Macias**

16401 Paramount Boulevard, Upstairs

STIPEND - \$125.00

Paramount, CA 90723

(562) 663-6850

(562) 634-8216 - fax

Contacts: Genny Cisneros gcisneros@gatewaycog.org and Sandra Mora, Assistant

[Metro Service Council (part of Gateway Cities Council of Gov)]

Member: Macias (appt'd by Gateway) Metro, Ethics Dept., 4th Floor, One Gateway Plaza MS 99-4-5, Los Angeles, CA 90012

PH: (213) 922-2900

League of California Cities - meets 1st Thursday in Jan, Mar, May and Dec @ 6:00 p.m.
Meetings change location.

Member: Martinez Alternate: Sanabria

1400 "K" Street
Sacramento, CA 95814
(916) 658-8200

Contact: HP Regional Rep – Kristine Guerrero, Legislative Director, Regional Public Affairs Manager, kguerrero@cacities.org
(626) 716-0076

LA County City Selection Committee – meets 3 to 4 times a year, at the call of the Chairman.

Member: Martinez (Must be Mayor) Alternate(s): Ortiz (Vice Mayor or Council Member)

Board Operations Division
Commission Services
County of Los Angeles
500 West Temple St. Ste 383, Los Angeles, CA 90012
(213) 974-1431
Contact: Cesar Hernandez email: chernandez@bos.lacounty.gov
For questions email: citiesselection@bos.lacounty.gov

Los Angeles County Board of Supervisors – Huntington Park Oversight Committee – meets every 2nd Wednesday of the month at 4:00 p.m., City Hall Council Chambers, 6550 Miles Ave, HP

Member: Vacant Alternate: Ortiz (appt'd on 4-3-18)

LA County Board of Supervisors
500 W. Temple Street
Los Angeles, CA 90012
(213) 974-1431 Contact: Rhonda Rangel
Contact: Rhonda Rangel, Executive Office, rrangel@bos.lacounty.gov

Los Angeles County Library District – meets every 4th Monday of the month at 6:00 p.m.

"Friends of the Library"

Director: Avila Alternate: Martinez

Huntington Park Library
6518 Miles Avenue
Huntington Park, CA 90255
(323) 583-1461

Contact: Catherine Bueno-Granados, Library Manger cbueno@library.lacounty.gov

*Los Angeles County Sanitation District No.1 - meets 2nd Wednesday of every month @ 1:30 p.m. STIPEND - \$125.00 plus mileage

Delegate: Mayor Martinez (Must be Mayor) Alternate: Macias

1955 Workman Mill Road
Whittier, CA 90601-4998
(562) 699-7411
Contact: Kimberly Christensen (formerly Compton), kcompton@lacsd.org

***Los Angeles County Vector Control District** - meets 2nd Thursday of every month @ 7:00 p.m.
12545 Florence Avenue **STIPEND - \$100.00**
Member: Sanabria (reappt'd 12-18-18 effective 1-2-19) – Term expires January 2023, first
Monday @ noon
Santa Fe Springs, CA 90670
(562) 944-9656
Contact: Kelly Middleton – (562) 758-6510 and Maria Weinbaum - (562) 758-6504

Southern California Association of Governments (SCAG) – meets at the General Assembly
once a year, 1st Thursday in March.
Delegate: Martinez **Alternate:** Avila
818 W. Seventh Street, 12th Floor
Los Angeles, CA 90017
(213) 236-1908
Contact: Tess Rey-Chaput, Officer of the Board

ITEM NO. 9

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



November 1, 2022

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:

PUBLIC HEARING TO ADOPT THE LOS ANGELES COUNTY REVISED COUNTYWIDE SITING ELEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Open the public hearing and hear objections or protests, if any, to the adoption of the Los Angeles County revised countywide siting element;
2. Close the public hearing; and
3. Adopt Resolution No. 2022-37 declaring the adoption of the Los Angeles County revised countywide siting element.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the October 18, 2022 City Council meeting, the City Council approved setting November 1, 2022 as the public hearing date to hear any objections or protests to the adoption of the Los Angeles County revised countywide siting element (CSE). The California Integrated Waste Management Act of 1989 (AB 939), as amended (Section 40000 et seq. of the California Public Resources Code), requires the County of Los Angeles to prepare a countywide siting element that describes how the county, and the cities within the county, plan to manage the disposal of their solid waste for a 15-year planning period.

The Siting Element contains specific criteria developed to assist the 88 cities and County unincorporated areas in permitting or denying the expansion of existing solid waste disposal facilities, or new landfills and/or transformation of facilities to incineration facilities. Program goals are integral to protecting public health and regional natural resources as listed below:

- Protect residents

PUBLIC HEARING TO ADOPT THE LOS ANGELES COUNTY REVISED COUNTYWIDE SITING ELEMENT

November 1, 2022

Page 2 of 4

- Ensure the structural stability and safety of the facility
- Protect surface water
- Protect groundwater
- Protect air quality
- Protect environmentally sensitive areas
- Ensure safe transportation of solid waste
- Protect the social and economic development goals of the community

Population growth requires the future consideration of space necessary to mitigate the proper disposal of solid waste through addressing potential expansions of several existing in-County Class III landfills within the 15-year planning period. Diversion of construction debris, recyclables, etc. from landfills are ways in which the City complies with AB 939. Public involvement during the planning process is important when properly development the CSE. Holding a public hearing provides our residents with the opportunity to review and comment on the process. The Preliminary Draft CSE was posted on the City's website and is accessible from the Los Angeles County Department of Public Works' website: <https://dpw.lacounty.gov/epd/cse/AboutUs/>

Staff recommends that the City Council adopt the resolution adopting the final Draft CSE which will be submitted to the County Board of Supervisors for acceptance and CalRecycle's ultimate approval. Resolution are due to the County on or before December 1, 2022.

ENVIRONMENTAL

The California Environmental Quality Act (CEQA) is a statute that requires the identification of significant environmental impacts based on determining actions taken on a project or program. Recommendation are made to mitigate impacts associated with the actions taken.

On August 2, 2022, the County of Los Angeles Board of Supervisors certified the Final Environmental Impact Report and its associated environmental documents for the Los Angeles County Revised Countywide Siting Element (Revised CSE), as well as authorized Los Angeles County Public Works, acting as the lead agency, to release and submit the Revised CSE to each city within Los Angeles County for a State-mandated 90-day approval period, in accordance with Public Resources Code Sections 41721 and 41760.

LEGAL REQUIREMENT

State law requires cities and counties to divert and reduce 25 percent of their solid waste from landfills and solid waste facilities by 1995 and 50 percent by the year 2000, through source reduction, recycling and composting programs. State law also has recognized that after these diversion goals are met, the remaining waste must be properly disposed of in order to protect the public health and safety. As such, State law requires counties to prepare a plan to address management of this residual waste at landfills and transformation facilities for a 15-year planning period. Purpose of the CSE is to provide a

PUBLIC HEARING TO ADOPT THE LOS ANGELES COUNTY REVISED COUNTYWIDE SITING ELEMENT

November 1, 2022

Page 3 of 4

planning mechanism to address the disposal needs of the 88 cities and the County unincorporated areas over the next 15-years.

As required by Public Resources Code Sections 41721 and 41760, the city has 90 days to either take formal action to adopt, or take no action, or disapprove, at the cities' individual discretion, as described below:

Formal Action by City

- Take formal action to adopt a resolution after conducting a duly noticed public hearing for the purpose of approving or disapproving the Revised CSE.

No Action by City

- If a city does not act within the 90-day period, the document will be considered "tacitly approved" by that city.

City Disapproves

- Pursuant to Title 14, California Code of Regulations, Sections 18783, if a city disapproves the Revised CSE, the city shall give written notice to the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force, the Board, and the Department of Resources Recycling and Recovery (CalRecycle) of the deficient areas in the Revised CSE, within 30 days of disapproval.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the approval of this recommendation.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

**PUBLIC HEARING TO ADOPT THE LOS ANGELES COUNTY REVISED
COUNTYWIDE SITING ELEMENT**

November 1, 2022

Page 4 of 4

A. Resolution 2022-37

ATTACHMENT "A"

RESOLUTION NO. 2022-37

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK, CALIFORNIA, APPROVING THE
LOS ANGELES COUNTY REVISED COUNTYWIDE
SITING ELEMENT DATED JULY 2022**

WHEREAS, the governor of the State of California has signed into law the California Integrated Waste Management Act of 1989 (Public Resources Code §40,000 and following, "The Act") which calls for jurisdictions in the State of California to divert from land disposal 25 percent of the solid waste stream by 1995 and 50 percent of the solid waste stream by the year 2000; and

WHEREAS, The Act requires each County to prepare a Countywide Siting Element which shall contain a description and identification of areas, numbers, and types of existing, and new or expanded solid waste disposal and transformation facilities which will be used to meet a minimum of fifteen (15) years of combined permitted disposal capacity within the County; and

WHEREAS, Section 41700 of the California Public Resources Code requires the County of Los Angeles to prepare a countywide siting element; and

WHEREAS, an Environmental Impact Report was prepared for the Revised Countywide Siting Element by the County of Los Angeles in compliance with the California Environmental Quality Act and certified by the County of Los Angeles Board of Supervisors on August 2, 2022; and

WHEREAS, the Los Angeles County Public Works has prepared Findings of Fact Regarding the Final Environmental Impact Report for the Revised Countywide Siting Element, which conclude that the adoption and implementation of the Revised Countywide Siting Element, with the mitigation measures discussed in the Final Environmental Impact Report, will not result in a significant impact on the environment; and

WHEREAS, the Revised Countywide Siting Element must be approved by a majority of the cities within the County containing a majority of the incorporated population of the County and by the Los Angeles County Board of Supervisors; and

WHEREAS, the Los Angeles County Public Works has submitted the Revised Countywide Siting Element dated July 2022, to Huntington Park for approval together with the certified Environmental Impact Report and the Environmental Findings and Statement of Overriding Considerations for the Revised Countywide Siting Element; and

WHEREAS, notice of a public hearing on the adoption of the Revised Countywide Siting Element by the Huntington Park was given as required by law.

1 **NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE**
2 **CITY OF HUNTINGTON PARK AS FOLLOWS:**

3 **SECTION 1.** The City Council hereby approves and adopts the Countywide
4 Siting Element this November 1, 2022.

5 **SECTION 2.** The City Clerk shall certify to the adoption of this Resolution.

6 **PASSED, APPROVED, AND ADOPTED** this 1st day of November 2022.

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9 Eduardo Martinez, Mayor

10 ATTEST:

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12 Eduardo Sarmiento, City Clerk

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ITEM 10



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 1, 2022

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2022-2023 ANNUAL ACTION PLAN

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a Public Hearing and receive public testimony; and
2. Authorize City Manager to execute all required documents for transmittal to the State of California Department of Housing and Community Development (HCD); and
3. Amend the Fiscal Year 2022-2023 Budget in accordance with the approved Fiscal Year allocation of funds; and
4. Adopt Resolution No. 2022-35 to adopt the Permanent Local Housing Allocation (PLHA) Grant Application Proposed Activities Plan

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Community Development Department continues to pursue funding opportunities that will support the City's goals related to developing affordable housing. To that end, the City is eligible to apply for the Permanent Local Housing Allocation (PLHA) grant.

The purpose of the PLHA is to provide a permanent source of funding to all local governments in California to help cities and counties implement plans to increase the affordable housing stock, specifically:

- Increase the supply of housing for households at or below 60% of area median income.
- Increase assistance to affordable owner-occupied workforce housing.
- Assist persons experiencing or at risk of homelessness.

CONSIDERATION OF THE CITY OF HUNTINGTON PARK'S PERMANENT LOCAL HOUSING ALLOCATION

November 1, 2022

Page 2 of 4

- Facilitate housing affordability, particularly for lower- and moderate-income households.
- Promote projects and programs to meet the local government's unmet share of regional housing needs allocation; and
- Ensure geographic equity in the distribution of the funds.

Funding would be received each year, for five years, based on the formula prescribed under federal law for the Community Development Block Grant. The preliminary amount for the City of Huntington Park for year-one is \$1 million, and averages \$782,014 over the five-year period. Only 5% is allocated for administrative costs.

Eligible activities include:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120-percent of AMI, or 150-percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.
6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - a. This activity may include subawards to administrative entities as defined in HSC Section 50490(a)(1-3) that were awarded CESH program or HEAP funds for rental assistance to continue assistance to these households.
 - b. Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8225(b)(8). An applicant allocated funds for the new construction, rehabilitation, and preservation of permanent supportive housing shall

CONSIDERATION OF THE CITY OF HUNTINGTON PARK'S PERMANENT LOCAL HOUSING ALLOCATION

November 1, 2022

Page 3 of 4

incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).

7. Accessibility modifications in lower-income owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the affordable housing project.

This is a non-competitive Notice of Funding Availability (NOFA) process with a deadline of November 30, 2022.

FISCAL IMPACT/FINANCING

The potential grant amount for the PLHA funding is \$3,910,068 over a five-year period. The city is applying for \$2,779,264 over the previous three-year period. Expected to receive an additional \$1,130,804 over the next two years.

- 2019/2020 - \$651,678
- 2020/2021 - \$1,012,910
- 2021/2022 - \$1,114,676
- **TOTAL - \$2,779,264**

CONCLUSION

Staff recommends the City Council approve the Permanent Local Housing Allocation (PLHA) Grant Application Proposed Activities Plan. The Plan proposes to provide funding to create affordable housing for low- and moderate-income residents of the City.

**CONSIDERATION OF THE CITY OF HUNTINGTON PARK'S PERMANENT LOCAL
HOUSING ALLOCATION**

November 1, 2022

Page 4 of 4

Respectfully submitted,



Ricardo Reyes
City Manager



Steve Forster
Interim Community Development Director

Attachment "A" Resolution No. 2022-35
Attachment "B" PLHA Application Package

ATTACHMENT "A"

ATTACHMENT "A"

RESOLUTION NO. 2022-35

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK, CALIFORNIA,
AUTHORIZING THE APPLICATION AND
ADOPTING THE PHLA PLAN FOR THE
PERMANENT LOCAL HOUSING ALLOCATION
PROGRAM

WHEREAS, the Department is authorized to provide up to \$304 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 5/3/2021 under the Permanent Local Housing Allocation (PLHA) Program;

WHEREAS, the City of Huntington Park is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients:

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

SECTION 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

SECTION 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$ 2,779,264.00 in accordance with all applicable rules and laws.

SECTION 3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

SECTION 4. Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

SECTION 5. If applicable: Applicant certifies that it was delegated by [insert name of the delegating local government] to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

SECTION 6. If applicable: Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

SECTION 7. If applicable: Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

SECTION 8. If applicable: Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

SECTION 9. . If applicable: Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

SECTION 10. If applicable: Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

1 **SECTION 11.** Applicant shall be subject to the terms and conditions as
2 specified in the Standard Agreement, the PLHA Program Guidelines and any other
3 applicable SB 2 Guidelines published by the Department.

4 **SECTION 12.** The City Manager is/are authorized to execute the PLHA
5 Program Application, the PLHA Standard Agreement and any subsequent
6 amendments or modifications thereto, as well as any other documents which are
7 related to the Program or the PLHA grant awarded to Applicant, as the Department
8 may deem appropriate.

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10 **PASSED, APPROVED AND ADOPTED** this 1st day of November 2022.

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13 Eduardo Martinez,
14 Mayor

15 **ATTEST:**

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18 Eduardo Sarmiento,
19 City Clerk

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Attachment “B”

ATTACHMENT "B"

Permanent Local Housing Allocation (PLHA) Formula Allocation

2022 Application for New Applicants



**State of California
Governor, Gavin Newsom**

**Lourdes Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833
PLHA Program Email: PL.HA@hcd.ca.gov

**Final Filing Date: October 31, 2022
at 4:00 P.M. PST**

Instructions

**This application form is limited to Applicants who did not apply to the
2020 and 2021 Formula Allocation NOFA**

Rev. 2/16/22

When opening this file, a yellow banner at the top may appear with a button that says "Enable Content". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.

Applications must be submitted electronically to the Department's website. Requirements for uploading the Application Workbook and required supporting documentation, including naming conventions; are described in the application instructions available at <https://www.hcd.ca.gov/grants-funding/active-funding/plha.html>. All applicable information must be received by HCD no later than 4:00 p.m. on:

Monday, October 31, 2022

Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and 'save as' .xls or .xlsx. Do not 'save as' .xlsm or .pdf format. If you encounter problems with the application, please fill out the Application Support worksheet and email the entire workbook to Application Support at AppSupport@hcd.ca.gov and PLHA@hcd.ca.gov

General Instructions Additional instructions and guidance are given throughout the Formula Allocation Application in "red" text and in cell comments.

Guideline references are made with "S" and the corresponding guideline section number.

"Yellow" cells are for Applicant input. Failure to provide the required attachments and documentation will disqualify your application from consideration.

Required attachments are indicated in "orange" throughout the Supplemental Application. Failure to provide the required attachments and documentation may disqualify your application from consideration. Electronically attached files must use the naming convention in the PLHA Application. For Example: "App1 Payee Data" for Applicant 1 Payee Data Record/STD. 204.

Threshold items are indicated in "blue" cells.

"Red" shaded cells indicate the Sponsor has failed to meet a requirement of the program.

Applicant must complete the following worksheets in the PLHA Formula Allocation Application.

Formula Allocation Application

302(c)(4) Plan

Legislative Contacts

Checklist

Threshold Requirement	Electronic File Name	Document Description	Included?
X	Application and Adopting the PLHA Plan (2019-2023 Allocations) Reso	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2019-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.	Included
	App1 TIN	0	Included
X	Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 17, column A1)	N/A
X	Reuse Plan	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Included
X	Executed Application	Provide a copy of the signed application. Signature in blue ink preferred.	Not Applicable

Disclosure of Application (California Public Records Act Statutes of 1968 Chapter 1473): Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act Statutes of 1968 Chapter 1473. As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank accounts, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

Local Government Formula Allocation for New Applicants

Rev. 2/16/22

Eligible Applicant Type:		Entitlement.	
Local Government Recipient of PLHA Formula Allocation:		Huntington Park	
2020 PLHA NOFA Formula Allocation Amount:	\$651,675	2020 NOFA Allowable Local Admin (5%):	\$32,584
2021 PLHA NOFA Formula Allocation Amount:	\$1,012,610	2021 NOFA Allowable Local Admin (5%):	\$50,646

Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.

The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities.

If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation.

For each year (2019-2023), allocations must equal 100% annually including the allowable administrative costs of up to 5%.

Eligible Applicants \$300

\$300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section 100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section 5306 and Non-entitlement local governments.

Applicant:	City of Huntington Park		
Address:	6550 Miles Avenue		
City:	Huntington Park	State:	CA
Auth Rep Name:	Steve Forster	Title:	Interim Community Develop
Address:	6550 Miles Avenue	Auth Rep. Email:	sforster@hpcgov
Contact Name:	Steve Forster	Title:	Interim Community Develop
Address:	6550 Miles Avenue	Contact Email:	sforster@hpcgov
City:	Huntington Park	State:	CA
		Zip Code:	90255
		Contact Phone:	323-584-0816
		City:	Huntington Park
		State:	CA
		Zip Code:	90255

\$300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?

No.

\$300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300 (c) and (d)?

A sample agreement can be found by double clicking on the icon to the right.



File Name:	Application and Adopting the PLHA Plan (2019-2023 Allocations) Reso	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2019-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.	Yes	Uploaded to HCD?	Yes
File Name:	App1.TIN			Uploaded to HCD?	Yes
File Name:	Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 17, column A)		Uploaded to HCD?	N/A

Eligible Activities, §301

§301(a) Eligible activities are limited to the following:	Included?
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low, Very low, Low, or Moderate-income households, including necessary operating subsidies	<input type="checkbox"/> YES
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.	<input checked="" type="checkbox"/> YES
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.	<input type="checkbox"/> YES
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.	<input type="checkbox"/> YES
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.	<input type="checkbox"/> YES
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.	<input type="checkbox"/> YES
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.	<input type="checkbox"/> YES
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.	<input type="checkbox"/> YES
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.	<input checked="" type="checkbox"/> YES
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.	<input type="checkbox"/> YES

Threshold Requirements, §302

§302(a) The Applicant's Housing Element and Delegating Local Government's Housing Element (if applicable) was/were adopted by the Local Government's governing body by the application submittal date subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.	Yes
§302(b) Applicant or Delegating Local Government has submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Government Code Section 65400.	Yes
§302(c)(2) Applicant certified in the Resolution submitted with this application that submission of the application was authorized by the governing board of the Applicant.	Yes
§302(c)(3) Applicant certified in the Resolution submitted with this application that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public.	Yes
§302(c)(4) Applicant certified in the Resolution submitted with this application that the application include a Plan in accordance with §302(c)(4)?	Yes
§302(c)(4)(D) Applicant certified in the Resolution submitted with this application that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content.	Yes
§302(c)(5) Applicant certified in the Resolution submitted with this application that the Plan submitted is for a term of five years (2019-2023). Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan.	Yes
§302(c)(6) Applicant certified in the Resolution submitted with this application that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects.	Yes
§302(c)(7) Applicant certified in the Resolution submitted with this application that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.	Yes
§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans or accrued interest will be reused for eligible activities specified in Section 301?	Yes
File Name: Reuse Plan	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.
	Narrative uploaded to HCD?
	Yes

Administration

Applicant agrees to adhere to §500, Accounting Records.	Yes
Applicant agrees to adhere to §501, Audits/Monitoring of Project Files.	Yes

Applicant agrees to adhere to §502, Cancellation/Termination.	Yes		
Applicant agrees to adhere to §503, Reporting.	Yes		
Certifications			
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.			
Ricardo Reyes	City Manager		
Authorized Representative Printed Name	Title	Signature	Date

§302(c)(4) Plan

Rev. 2/16/22

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The City of Huntington Park plans on applying for two programs that achieve the following eligible activities under the PLHA application: (2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120-percent of AMI, or 150-percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

The City of Huntington Park is looking to fund two programs: the Amada Townhome Project, the assistance for low-income housing development, and the property acquisition project. The City of Huntington Park is partnering with Azure Community Development to construct 9 townhomes at the corner of State and 61st Street. The townhomes will serve working families with a maximum of 80% AMI in LA County and provide them 30-year covenants to ensure that the developments remain affordable. Each family that will be served under this project will receive a silent second down-payment of at least \$100,000. The Resuse Plan document that is attached to this application provides more detail about that loan program. The City of Huntington Park will be working alongside Community Housing Development Organization (CHDO) to acquire, build, and manage affordable housing units throughout the city. The second activity will be used to create a funding source to help allocate for future projects to assist the development for more low-income housing. The City of Huntington Park is in the process of locating and acquiring properties. These properties will be bought and rehabilitated to serve as affordable housing units for underserved families. The policies and procedures under the CalHOMIE program will be used as a framework for the guidelines of this project.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The Housing Element establishes goals that address the city's development, maintenance, and improvement of the housing stock. Of these goals and policies from the Housing Element the following apply to the projects and programs that the City of Huntington Park is proposing. (Goal Policy 1.1) promote opportunities for homeownership to low- and moderate-income households through homebuyer assistance programs or inclusionary housing requirements that apply to ownership projects, (1.2) facilitate the development of missing-middle housing (accessory dwelling units, duplexes, triplexes, and small-lot subdivisions consistent with state law) to provide affordable housing opportunities in existing neighborhoods, (1.5) increase the development of affordable housing across the city through the use of density bonuses, dedicated funding, and other incentives that promote the construction of multifamily developments, and (2.4) strengthen neighborhoods through a partnership with nonprofits in the acquisition and rehabilitation of deteriorated properties and provision of long-term affordable housing.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental and Ownership Housing Activity.

Enter Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing

The City will allocate funds for developing affordable housing units that will be rented and/or purchased of affordable housing units for persons earning less than 80% County AMI.

Complete the table below for each proposed Affordable Rental and Ownership Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2021									
Type of Affordable Housing Activity	Ownership: Acquisition	Ownership: Acquisition	Ownership: Acquisition									
§302(c)(4)(E)(i) Percentage of Funds Allocated for Each Affordable Housing Activity	95%	95%	95%									
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	80%	80%									TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2019, 2020, 2021 only	5	5	2									12
§302(c)(4)(E)(ii) Projected Number of Households Served	5	5	2									12

§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	30	30	30																		
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of each Affordable Rental and Ownership Housing project.																					
The first property is expected to be acquired within the first 6 months of fund availability, the following 6 months will be for the rehabilitation of the property, and in the following 3 months the property will be scheduled to sell as an affordable housing unit.																					
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.																					
§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.																					
Enter Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing (AOWH)																					
The City of Huntington Park is looking to fund two programs: the Amade Townhome Project, the assistance for low-income housing development, and the property acquisition project. The City of Huntington Park is partnering with Azure Community Development to construct 9 townhomes at the corner of State and 61st Street. The townhomes will serve working families with a maximum of 80% AMI in LA County and provide them 30-year covenants to ensure that the developments remain affordable. Each family that will be served under this project will receive a silent second down-payment of at least \$100,000. The Resale Plan document that is attached to this application provides more detail about that loan program. The City of Huntington Park will be working alongside Community Housing Development Organization (CHDO) to acquire, build, and manage affordable housing units throughout the city. The second activity will be used to create a funding source to help allocate for future projects to assist the development for																					
Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting)																					
Funding Allocation Year	2021																				
Type of Homeowner Assistance	Down Payment Assistance																				
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	95.00%																				
§302(c)(4)(E)(ii) Area Median Income Level Served	80%																			TOTAL	
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for years 2019, 2020, 2021 only	2																			2	
§302(c)(4)(E)(ii) Projected Number of Households Served	2																			2	
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity	30																				
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity																					
The developer is scheduled to close escrow on the purchase of the land on October 12, 2022. The unit mix includes seven (7) 3-bedroom units and two (2) 4-bedroom units that will be designed for families. Building permits are expected to be issued in early 2023. Construction of the model homes is scheduled to begin in late Spring 2023. Families are expected to move in by Winter 2023.																					

Application Development Team (ADT) Support Form

Rev. 2/16/22

Please complete the "yellow" cells in the form below and email a copy to: AdtSupport@hcd.ca.gov and PLHA@hcd.ca.gov. A member of the Application Development Team will respond to your request within ASAP.

Full Name:	Steve Forster		Date Requested:	Application Version Date:	
Organization:	City of Huntington Park		Email:	Email: sforster@hcd.ca.gov	

Justification: General Questions

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
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