

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda

Tuesday, November 15, 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@hpcg.gov or Esarmiento@hpcg.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 PROCLAIMING NOVEMBER DIABETES AWARENESS MONTH
2. PROCLAMATION PROCLAIMING NOVEMBER SUBSTANCE ABUSE AWARENESS MONTH

3. PROCLAMATION CELEBRATING MARINE CORPS BIRTHDAY

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
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Catalina Peraza Workers Comp Settlement

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 November 1, 2022

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

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution authorizing the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

FINANCE

3. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated November 15, 2022;

COMMUNITY DEVELOPMENT

4. CONSIDERATION AND APPROVAL OF PUBLICLY VISIBLE ART AT PROPERTY LOCATED AT 1900 EAST 64TH STREET.

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Publicly Visible Art for the existing business located at 1900 East 64th Street.

5. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO HUB CITIES CAREER CENTER FOR BUSINESS ASSISTANCE PROGRAM SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Award a One (1) year professional service agreement (PSA) to the sole responsive proposer, Hub Cities Career Center for a not-to-exceed amount of \$80,000;
2. Authorize the City Manager to execute the PSA.

POLICE DEPARTMENT

6. TRANSPARENT REVIEW OF UNJUST TRANSFERS AND HOLDS (TRUTH) ACT COMMUNITY FORUM

RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Government Code section 7283.1, present this item as a Community Form to inform members of the public of access to individual(s) granted to Immigration and Customs Enforcement agency by the Huntington Park Police Department during 2021; and
2. Receive and file this information provided by the Huntington Park Police Department regarding Immigration and Customs Enforcement agency access to individuals in 2021.

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

7. CONSIDERATION AND APPROVAL OF THE 2022 GENERAL PLAN ANNUAL PROGRESS REPORT

RECOMMENDED THAT CITY COUNCIL:

1. Approve the 2022 General Plan Annual Progress Report.

8. CONSIDERATION AND APPROVAL TO AWARD LETTER AGREEMENT TO PROVIDE AMERICAN RESCUE PLAN ACT (ARPA) REPORTING SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Award a letter agreement as it relates to ARPA Reporting Services for reporting years of 2022 and 2023, to Michael Baker International (MBI) in the amount of \$18,500;
2. Authorize the City Manager to execute the agreement.

PUBLIC WORKS

9. CONSIDERATION AND APPROVAL TO ADOPT VIA RESOLUTION THE TRAFFIC ENGINEERING SPEED STUDY UPDATE FOR THE EASTBOUND AND WESTBOUND SEGMENT OF RANDOLPH STREET BETWEEN ALAMEDA STREET AND SANTA FE AVENUE

RECOMMENDED THAT CITY COUNCIL:

1. Approve Resolution (Attachment 1) adopting the Traffic Engineering Speed Study update (Exhibit A) for the eastbound and westbound segments of Randolph Street between Alameda Street to Santa Fe Avenue; and
2. Adopt the As-built striping plan (Attachment 2) for the eastbound and westbound segments of Randolph Street between Alameda Street to Santa Fe Avenue.

10. APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-01

RECOMMENDED THAT CITY COUNCIL:

1. Approve acceptance of work performed by Palp, Inc. dba Excel Paving Co. for the construction of CIP 2020-01 SB1 Street Enhancement Project;
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; and

3. Release the 5% retention in the amount of \$78,645.51 to Palp, Inc. dba Excel Paving Co. 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

CITY ATTORNEY

11. CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO CITY MANAGER AGREEMENT; AND

CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO CHIEF OF POLICE AGREEMENT; AND

CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO DIRECTOR OF PARKS AND RECREATION AGREEMENT; AND

CONSIDERATION AND APPROVAL OF COMMUNITY DEVELOPMENT DIRECTOR AGREEMENT.

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Amendments to the Employment Agreements of the City Manager, Chief of Police and Director of Parks and Recreation and approve the Employment Agreement for the Community Development Director; and
2. Authorize Mayor to execute the various amendments and agreements.

12. CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO THE ACCOUNTING/FINANCE SERVICES PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND KAJIWARA COMMUNICATIONS

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Second Amendment to the Accounting/Finance Services Professional Services Agreement between the City of Huntington Park and Kajiwara Communications; and
2. Authorize the City Manager to execute the second amendment to the agreement.

END OF REGULAR AGENDA

PUBLIC HEARINGS

PUBLIC WORKS

13. PUBLIC HEARING 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. Open the public hearing and hear objections or protests, if any, to the adoption of an ordinance amending the City’s Municipal Code, Article 4 “Mandatory Water Conservation” in Chapter 5 “Water System” at Title 6 “Sanitation and Health”; and
2. Close the public hearing; and
3. Adopt Ordinance an declaring the adoption amending the City’s Municipal Code, Article 4 “Mandatory Water Conservation” in Chapter 5 “Water System” at Title 6 “Sanitation and Health.”

14. REVOCATION OF MEDICAL MARIJUANA BUSINESS LICENSE (MMBP) 16-04 FOR BUSINESS LOCATED AT 5925 SOUTH ALAMEDA STREET #B

RECOMMENDED THAT CITY COUNCIL:

1. Conduct a Public Hearing and receive public testimony; and
2. Revoke Medical Marijuana Business License No. 16-04 for business located at 5925 South Alameda Street, Suite B with the findings therein.

15. CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON ORDINANCE 2022-02 AND RESOLUTION No. 2022-38 AMENDING ORDINANCE 2016-952 AND ESTABLISHING A RESOLUTION FOR FEES ASSOCIATED WITH RECREATIONAL MARIJUANA LICENSES.

RECOMMENDED THAT CITY COUNCIL:

1. Conduct a Public Hearing and receive public testimony; and
2. Approve Ordinance 2022-02 amending Ordinance 2016-952 and;
3. Approve Resolution No. 2022-38 establishing fees associated with operations of recreational marijuana licenses.

16. CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK, ENVIRONMENTAL JUSTICE ELEMENT

RECOMMENDED THAT CITY COUNCIL:

1. Conduct a Public Hearing and receive public testimony; and
2. Adopt Resolution No.2022–39 adding the Environmental Justice Element to the City of Huntington Park General Plan
3. Find that the Environmental Justice Element exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) – Common sense Exemption.

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, December 6, 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 11th day of November 2022.



Eduardo Sarmiento, City Clerk

ITEM NO. 1

MINUTES

Meeting of the City of Huntington Park City Council Tuesday, November 1, 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 6:12 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, Vice Mayor Sanabria, and Mayor Eduardo "Eddie" Martinez.

ABSENT: None

CITY OFFICIALS/STAFF: City Manager Ricardo Reyes; Cesar Roldan Director of Public Works; Raul Alvarez Assistant City Manager; Eduardo Sarmiento, City Clerk; Cosme Lozano Police Chief, John Balderas, Finance Manager; 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 Councilmember Macias

PRESENTATION(S)

- 1. PROCLAMATION PROCLAIMING OCTOBER 31, 2022 THROUGH NOVEMBER 4, 2022 AS KEY CLUB WEEK**
- 2. CERTIFICATE OF RECOGNITION FOR DR. HELEN BOUTROUS**

PUBLIC COMMENTS

The following people provided public comment:

1. Rosa M. Rodriguez
2. Aldo Avila

STAFF RESPONSE

City Manager Ricardo Reyes addressed the concern regarding the public restrooms at Keller Park. He stated that the city is aware of the situation and shared how these restrooms are constantly being vandalized. He added that the Public Works team is working diligently to keep the restrooms operable and accessible. Public Works is

collaborating with the administration team to come up with a strategy on how to address the issue while still keeping the restrooms open.

CLOSED SESSION

City Attorney Araceli Almazan stated that it is appropriate to recess to closed session. Mayor Martinez recessed into closed session at 6:35 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

Mayor Martinez reconvened the Council meeting from Closed Session at 7:28 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Almazan reported that the record should reflect that with all five Councilmembers present the one (1) item listed on the closed session agenda was discussed. Regarding item one (1) Council was briefed and 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, Vice Mayor Sanabria, and Mayor Martinez

NOES: None

1. CITY COUNCIL MEETING MINUTES

Approve Minute(s) of the following City Council Meeting(s):
1-1 Regular City Council Meeting held October 18, 2022

FINANCE

2. CHECK REGISTERS

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

- 1. MOTION:** Vice Mayor Sanabria moved to 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.", seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

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

MOTION: Vice Mayor Sanabria moved to 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 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, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

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)

MOTION: Vice Mayor Sanabria moved to 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), seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

COMMUNITY DEVELOPMENT

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

MOTION: Vice Mayor Sanabria moved to approve the Publicly Visible Art for the existing AT&T business located at 6833 Pacific Boulevard, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

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

MOTION: Vice Mayor Sanabria moved to 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, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

CITY CLERK

8. CITY COUNCIL COMMITTEE REORGANIZATION

MOTION: Councilmember Ortiz moved to appoint Councilmember Auturo as the alternate to the Southern California Association of Governments (SCAG) and as the member delegate to the Los Angeles County Library District and keep all remaining committee assignments unchanged with the exception of Los Angeles County Vector District which will be brought back for Council consideration at a later date.

Councilmember Macias suggested a friendly amendment to Councilmember Ortiz motion. She added the appointment of Councilmember Flores as the alternate to the Gateway Cities Council of Governments and alternate to the Eco Rapid Transit Authority. The friendly amendment was agreed to by Councilmember Ortiz, seconded by Mayor Martinez. Motion carried by unanimous consent.

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

NOES: None

END OF REGULAR AGENDA

PUBLIC HEARINGS

PUBLIC WORKS

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

Mayor Martinez opened the public hearing at 7:39 p.m. No public comments were provided, and the public hearing was closed at 7:40 p.m. City Council then proceeded to deliberate on the item.

MOTION: Councilmember Ortiz moved to adopt Resolution No. 2022-37 declaring the adoption of 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

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

Mayor Martinez opened the public hearing at 7:41 p.m. No public comments were provided, and the public hearing was closed at 7:42 p.m. City Council then proceeded to deliberate on the item.

MOTION: Councilmember Flores moved to authorize City Manager to execute all required documents for transmittal to the State of California Department of Housing and Community Development (HCD); and amend the Fiscal Year 2022-2023 Budget in accordance with the approved Fiscal Year allocation of funds; and adopt Resolution No. 2022-35 to adopt the Permanent Local Housing Allocation (PLHA) Grant Application Proposed Activities Plan, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

DEPARTMENTAL REPORTS

Community Development Director Steve Forster congratulated the City Council and Huntington Park on its newest economic partner Target.

Public Works Director Cesar Roldan thanked the community for its patience while Santa Fe Avenue is repaved. He added that the next street that will be worked on is Miles Ave.

Director of Communications Sergio Infanzon shared upcoming community engagement opportunities starting with the Dia De Los Muertos event on November 2, 2022 at Salt

Lake Park. He also shared information regarding an upcoming meeting with METRO and possible funding for cities surrounding the 710 Freeway. On November 19, 2022 Huntington Park will be having a health fair in collaboration with the Mexican American Opportunity Foundation. He encouraged everyone who would like more information to read the new Huntington Park newsletter for details or contact City Hall for assistance.

City Clerk Eduardo Sarmiento reminded and encouraged all community members to please vote in the upcoming November 8, 2022 election.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Ortiz began by reminding and encouraging the community to participate in the Dia De Los Muertos event and enjoy the numerous activities and food that will be available. She then shared her excitement for the community regarding the grand opening of Target. Councilmember Ortiz gave a special thanks on behalf of Huntington Park residents to Community Development Director Steve Forster for his commitment and leadership in getting the Target project completed.

Councilmember Macias thanked staff for all their hard work and echoed Councilmember Ortiz comments and thanked everyone involved in the Target project but especially Steve Forster for his diligent effort. She then thanked all staff and volunteers that made the Halloween a successful event. Councilmember Macias added the positive feedback received from community members. She closed by thanking all veterans for their service in anticipation of the upcoming Veterans Day holiday.

Councilmember Flores began by thanking City Manager Rick Reyes who is a veteran of the armed forces. He then credited City Manager Reyes and Assistant City Manager Raul Alvarez on a successful Halloween staff luncheon that celebrated staff's hard work. He then complemented the finance department on their group costume that emphasized the departments collaborative nature. Councilmember Flores closed by thanking the Public Works Director Cesar Roldan for addressing residents lighting concerns.

Vice Mayor Sanabria began by thanking Director Forster and all staff and stakeholders for their efforts with the Target project. She emphasized the impact of these kinds of project because it translates to local jobs and local revenue for Huntington Park and is a huge step in the right direction. Vice Mayor then thanked staff and everyone involved in making Halloween a very successful event. She closed by thanking all active and inactive veterans of the armed forces for their service.

Mayor Martinez began by thanking staff for keeping everyone safe. He then echoed the remarks of his fellow Councilmember regarding the successful Halloween event, and the hard work of countless people that helped bring the concept of a local Target in Huntington Park to fruition. He emphasized how COVID-19 took a toll on everyone, leaving a dark cloud on the collective. But through successful community events and economic growth brought on by projects like Target we all see brighter days ahead.

ADJOURNMENT

Mayor Martinez adjourned the meeting in memory of Daniel Narcisso Hall-Garcia at 7:53 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday November 15, 2022 at 6:00 pm

Respectfully submitted

A handwritten signature in cursive script, appearing to read 'Eduardo Sarmiento', written in dark ink.

Eduardo Sarmiento, City Clerk

ITEM NO. 2



CITY OF HUNTINGTON PARK

City Clerk's Office
City Council Agenda Report

November 15, 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 A RESOLUTION AUTHORIZING THE CITY TO CONTINUE ITS TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

IT IS RECOMMENDED THAT CITY COUNCIL:

Adopt a Resolution to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this resolution is to clarify that cities may continue to meet remotely in accordance with the procedures outlined by previous executive orders issued. Assembly Bill (AB) 361 allows cities to continue to meet remotely during gubernatorial states of emergency under modified Brown Act provisions. The provisions enacted in AB 361 providing flexibility to meet remotely during a proclaimed emergency ***will sunset on January 1, 2024.***

AB 361 amends Government Code § 54953 to provide more clarity on the Brown Act's rules and restrictions surrounding the use of teleconferencing to conduct meetings. AB 361 provides relief from teleconferencing requirements, including the obligation to post meeting agendas at all teleconference locations for local agencies. However, the meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Meaning, although local agencies are relieved from this obligation, local agencies should endeavor to post meeting agendas at all usual locations where it remains feasible to do so.

Additionally, AB 361 clarifies on the following:

(A) State of Emergency: Teleconferencing will be Allowed as long as There is an Active Gubernatorial State of Emergency

ADOPT RESOLUTION AUTHORIZING THE CITY TO IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

November 15, 2022

Page 2 of 2

The bill amends the Brown Act to allow local agencies to continue using teleconferencing and virtual meeting technology ***as long as there is a gubernatorial “proclaimed state of emergency.”*** It is not sufficient that county and/or city officials have issued a local emergency declaration – the emergency declaration must be one that is made pursuant to the California Emergency Services Act (Gov’t Code § 8625).

(B) Public Participation and Public Comment

(1) Local agencies must ensure that the opportunity for the public to participate in a meeting remains as accessible as possible

This means that local agencies cannot discriminate against members of the public participating either remotely or in-person. For instance, local agencies must clearly advertise how members of the public can observe a public meeting or offer comment during a meeting remotely, via either a call-in or internet-based option. Additionally, local agencies are required to provide the remote access information which includes the URL, email addresses, phone numbers, etc. Any of the information related to participation must be included in the relevant meeting notice(s) and meeting agenda(s).

(2) Legislative Bodies must offer the public a chance to comment in real time and until comment period is closed

Additionally, AB 361 requires a public comment period where the public can address the legislative body directly. It expressly prohibits the board from limiting public comments to only comments submitted in advance. Additionally, the legislative body must allow for public comment (written and/or remote) up until the public comment period is closed at the meetings. Until such time during a meeting that the chairperson (or other authorized person) calls for a close to the public comment period, members of the public are allowed to submit their public comments directly or indirectly, orally, written, or otherwise. An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body that requires registration to log in to a teleconference, may be required to register as required by the third-party internet website or online platform to participate.

(C) Technical Issues

As discussed above, the agenda must include information on the way the public may access the meeting and provide comments remotely. ***If technical problems arise that result in the public’s access being disrupted, the local agency may not take any vote or other official action until the technical disruption is corrected and public access is restored.*** (Gov’t Code § 54953(e)(2)(D).)

(D) Local agency must make findings every 30 days by majority vote to continue exemptions to teleconferencing rules

A local agency acting under the teleconference exemptions ***must make findings about whether the circumstances explained above still apply.*** Specifically, when there is a

**ADOPT RESOLUTION AUTHORIZING THE CITY TO IMPLEMENT
TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361**

November 15, 2022

Page 2 of 2

continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, AB 361 requires a legislative body to make ***specified findings*** not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and ***to make those findings every 30 days thereafter***, in order to continue to meet under these abbreviated teleconferencing procedures pursuant to AB 361.

As a result, it is recommended that a resolution be considered by City Council to make said findings (i.e., The legislative body has reconsidered the circumstances of the state of emergency; AND, Any of the following circumstances exist: (i) The state of emergency continues to directly impact the ability of the members to meet safely in person; and/or (ii) State or local officials continue to impose or recommend measures to promote social distancing), consistent with AB 361, and reconsider said resolution every 30 days thereafter by a majority vote, should the City desire to move in that direction.

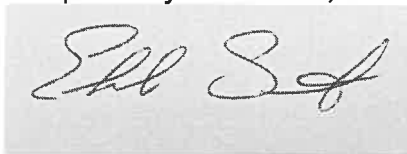
FISCAL IMPACT/FINANCING

There is no fiscal impact with this action.

CONCLUSION

The goal of AB 361 is "to improve and enhance public access to local agency meetings during the Covid-19 pandemic and future applicable state of emergencies, by allowing wider access through conducting teleconferencing meetings consistent with Executive Order N-29-20. In accordance, the City Attorney's Office has prepared a Resolution for City Council's consideration that would authorize the City to conduct teleconferenced public meetings in accordance to AB 361. Upon Council approval, we will proceed with the recommended actions.

Respectfully submitted,



EDUARDO SARMIENTO
City Clerk

ARNOLD M. ALVAREZ-GLASMAN
City Attorney

ATTACHMENT(S)

- A. Resolution Authorizing the City to Implement Teleconferenced Open Meetings Pursuant to Assembly Bill 361
- B. Full Text of Assembly Bill 361

ATTACHMENT "A"

1 **WHEREAS**, California Assembly Bill 361 was signed into law on September 16,
2 2021 and amended Government Code Section 54953; and

3 **WHEREAS**, Assembly Bill 361 has several requirements to ensure the public can
4 view and make public comments during the teleconferenced open meetings, including:

- 5 • To provide notice of how members of the public may access the meeting
6 and offer public comments, including the chance for all persons to attend
7 the meeting via a call-in or internet-based service option;
- 8 • The City Council cannot take further action on agenda items when there is
9 a disruption which prevents the public agency from broadcasting the
10 meeting, or in the event of a disruption within the City Council's control
11 which prevents members of the public from offering public comments, until
12 public access is restored;
- 13 • Prohibiting City Council from requiring public comments to be submitted in
14 advance of the meeting and would specify that the City Council must
15 provide an opportunity for the public to address the City Council and offer
16 comments in real time;
- 17 • Prohibiting City Council from closing the public comment period until the
18 public comment period has elapsed or until a reasonable amount of time
19 has elapsed; and

20 **WHEREAS**, Government Code Section 54953(e)(3)(A-B) permits public
21 meetings by teleconference but requires agendas be posted at all teleconference
22 locations, each teleconference location shall be identified in the notice and agenda of
23 the meeting or proceeding, and each teleconference location shall be accessible to
24 the public; and

25 **WHEREAS**, Government Code Section 54953(b)(3) provides an alternative to
26 having public meetings in accordance with Government Code Section 54953(b)(3) when
27 City Council has reconsidered the circumstances of the COVID-19 state of emergency
28 and that the following circumstances exists;

- 1 1. The state of emergency as a result of COVID-19 continues to directly impact
2 the ability of the members of City Council and the members of the City's
3 subordinate Committees, Commissions, and Boards to meet safely in
4 person; and
- 5 2. The State of California and the City of Huntington Park continue to impose or
6 recommend measures to promote social distancing

7 **WHEREAS**, the City of Huntington Park continues to impose or recommend
8 measures to promote social distancing, which includes, but is not limited to:

- 9 1. For the safety of everyone and due to COVID-19, not allowing the public to
10 attend City Council meetings in person.
- 11 2. Posting COVID-19 safety measures.

12 **WHEREAS**, the proposed action is exempt from the requirements of the California
13 Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section

1 15378(b)(5), in that adopting a Resolution authorizing the City Manager to conduct
2 teleconferenced public meetings for all City's Committees, Commissions, and Boards,
3 does not meet CEQA's definition of a "project", because the action does not have the
4 potential for resulting in either a direct physical change in the environment or a reasonably
5 foreseeable indirect physical change in the environment, and because the action
6 constitutes organizational or administrative activities of governments that will not result in
7 direct or indirect physical changes in the environment and is exempt pursuant to Section
8 15269(c) of the CEQA Guidelines, as specific actions necessary to prevent or mitigate an
9 emergency; and

10 **WHEREAS**, the City Council has considered all information related to this
11 matter, as presented at the public meetings of the City Council identified herein;

12 **WHEREAS**, the City Council finds it is in the best interest of the City to
13 implement teleconferenced open meetings pursuant to Assembly Bill 361; and

14 **WHEREAS**, the Huntington Park City Council have determined that the provisions
15 contained herein are necessary for the preservation of the public health and safety;

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

18 **SECTION 1.** The City of Huntington Park shall charge the fee amount specified
19 in Exhibit A – Proposed Fee Changes to the Master Fee Schedule for Fiscal Year
20 2018-19, attached hereto and incorporated herein by this reference, for each itemized
21 service listed herein.

22 **SECTION 2.** That based on the City's powers, City Council may at its sole and
23 absolute discretion, establish by resolution to authorize the City to conduct
24 teleconferenced open meetings pursuant to Assembly Bill 361; and

25 **SECTION 3.** That the City Council of the City of Huntington Park has reconsidered
26 the circumstances of COVID-19 state of emergency and that the following circumstances
27 continue to exist:

- 28 • The state of emergency as a result of COVID-19 continues to directly impact
the ability of the members of City Council and the City's subordinate
Committees, Commissions, and Boards to meet safely in person; and
- The State of California and the City of Huntington Park continue to impose
or recommend measures to promote social distancing.

SECTION 4. Adoption of this Resolution declares and affirms that the City Council
of the City of Huntington Park authorizes that public meetings be teleconferenced in
accordance to the provisions within AB 361.

SECTION 5. It is hereby proclaimed and ordered that during the existence of said
local emergency, the powers, functions, and duties of the emergency organization of the
City shall be as prescribed by federal, state, and county law, as well as the laws,
ordinances and resolutions of the City of Huntington Park.

1 **SECTION 6.** If any section, subsection, paragraph, sentence, clause, phrase,
2 or portion thereof, of this Resolution is declared by a court of competent jurisdiction
3 to be unconstitutional or otherwise invalid, such decision shall not affect the validity
4 of the remaining portions of this Resolution. The City Council declares that it would
5 have adopted this Resolution, and each section, subsection, paragraph, sentence,
6 clause, phrase, or portion thereof, irrespective of the fact that any one or more
7 sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof,
8 be declared invalid or unconstitutional. To this end, the provisions of this Resolution
9 are declared to be severable.

10 **SECTION 7.** That the City Clerk shall certify to the passage and adoption of
11 this Resolution and enter it into the book of original Resolutions and is directed to
12 transmit a certified copy of this Resolution to the Board of Supervisors and the County
13 Clerk of the County of Los Angeles.

14 **PASSED, APPROVED AND ADOPTED this 15th day of November 2022.**

15 _____
16 Eduardo Martinez,
17 Mayor

18 **ATTEST:**

19 _____
20 Eduardo Sarmiento,
21 City Clerk

ATTACHMENT "B"

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:
89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

ITEM NO. 3

**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 Financing Authority
535	Street Lighting and Landscape
681	Water Department Fund
741	Fleet Maintenance
745	Self-Insurance Fund

**City of Huntington Park
Demand Register**

WR 11/15/2022

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ACTION DOOR REPAIR CORP.	37864	111-8022-419.43-10	REPAIRS TO CITY HALL DOOR	833.39
ALADDIN LOCK & KEY SERVICE	32531	741-8060-431.43-20	KEYS FOR PD UNITS	\$833.39
	32533	741-8060-431.43-20	KEYS FOR PD UNITS	300.00
				129.21
ALL CITY MANAGEMENT SERVICES, INC	80597	111-7022-421.56-41	SCHOOL CROSSING GUARD SVC	\$429.21
				11,431.84
ALVAREZ-GLASMAN & COLVIN	202203040520380	745-9031-413.52-30	CONTRACTUAL SVCS	\$11,431.84
	2022080920381	745-9031-413.52-30	CONTRACTUAL SVCS	19,169.75
	2022080920382	745-9031-413.52-30	CONTRACTUAL SVCS	715.00
	2022080920383	745-9031-413.52-30	CONTRACTUAL SVCS	290.00
	2022080920386	745-9031-413.52-30	CONTRACTUAL SVCS	180.00
	2022080920387	745-9031-413.52-30	CONTRACTUAL SVCS	4,800.00
				2,588.20
AMAZON.COM SERVICES, INC.	11PG-TDMK-VT33	111-6010-466.55-50	HALLOWEEN SUPPLIES	\$27,742.95
	11NV-373Y-1JXC	111-6020-451.61-35	CULTURAL ART SUPPLIES	461.96
	1J3D-JYDT-FR77	111-6020-451.61-35	CULTURAL ART SUPPLIES	43.87
	1QDL-77FQ-KR94	111-6020-451.61-35	CULTURAL ART SUPPLIES	268.08
	1W6R-FVJ7-93CM	111-6020-451.61-35	CULTURAL ART SUPPLIES	93.55
				10.44
AT&T	10/22-11/21	111-6010-419.53-10	BACK UP INTERNET SALT LAKE CAMERAS	\$877.90
	0000018955212	111-7010-421.53-10	PD PHONE SERVICE	60.27
	10/1-10/31	111-9010-419.53-10	BACK UP INTERNET SALT LAKE	804.21
	10/23-11/22	111-9010-419.53-10	BACK UP INTERNET PW YARD	79.54
	9/28-10/27	111-9010-419.53-10	BACK UP INTERNET RAUL PARK	70.25
	9/28-10/27	111-9010-419.53-10	BACK UP INTERNET FREEDOM PARK	79.54
				79.54
AT&T MOBILITY	X10252022	111-7010-421.53-10	PD WIRELESS PHONES	\$1,173.35
				4,383.25
AUTO ZONE	4075366864	741-8060-431.43-20	CAR PART FOR PD	\$4,383.25
	4075377726	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	115.73
	4075378262	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	17.33
				499.11
BEAR ELECTRICAL SOLUTIONS, INC	16839	221-8014-429.56-41	TRAFFIC SIGNAL MAINT	\$632.17
	16986	221-8014-429.56-41	INSTALLED TRAFFIC CONTROL	6,350.00
				2,620.00
BOB BARKER COMPANY INC.	INV1828159	121-7040-421.56-14	JAIL INMATE SUPPLIES	\$8,970.00
	INV1828739	121-7040-421.56-14	JAIL INMATE SUPPLIES	260.88
				367.69
BRINKS INCORPORATED	5229924	111-9010-419.33-10	BANK SVC TRANSPORTATION	\$628.57
				277.47
BRIZUELA'S IRON WORK	115	111-7010-421.61-20	SUPPLIES FOR PD K9	\$277.47
				4,325.25
CANNON CORPORATION	82155	111-8010-431.76-12	CONSTRUCTION MANAGEMENT	\$4,325.25
				25,539.89

**City of Huntington Park
Demand Register
WR 11/15/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CANNON CORPORATION	81989	681-8030-461.43-30	WATER ENGINEERING INVESTIGATION	5,262.50
CENTRAL FORD	16099	741-8060-431.43-20	CAR PARTS FOR PW	\$30,802.39
	16100	741-8060-431.43-20	CAR PARTS FOR PW	392.87
	16121(16099)	741-8060-431.43-20	CAR PARTS FOR PW	67.19
	16216	741-8060-431.43-20	CAR PARTS FOR PW	106.59
	16217	741-8060-431.43-20	CAR PARTS FOR PW	17.71
	16218	741-8060-431.43-20	CAR PARTS FOR PW	12.68
				-10.30
				\$586.74
CHARTER COMMUNICATIONS	0019175110122	111-9010-419.53-10	CITY HALL BACK UP INTERNET	39.26
	0511353101922	111-9010-419.53-10	CITY HALL BACK UP INTERNET	199.97
				\$239.23
CINTAS CORPORATION NO 3	4133145074	741-8060-431.56-41	UNIFORM DRY CLEANING	414.26
	4133790259	741-8060-431.56-41	UNIFORM DRY CLEANING	414.26
	4134486140	741-8060-431.56-41	UNIFORM DRY CLEANING	419.46
	9195945458	741-8060-431.56-41	UNIFORM DRY CLEANING	-129.00
				\$1,118.98
CITY CLERKS ASSOCIATION OF CA	11072022	111-1010-411.59-15	CLERK TRAINING SERIES 100	1,600.00
				\$1,600.00
COLLINS COMPANY	618245	535-8090-452.61-20	FIELD REPAIR BASEBALL	1,031.71
				\$1,031.71
CONCENTRA MEDICAL CENTERS	15997201	111-2030-413.56-41	BUNDLE FEE DOT	120.00
				\$120.00
DAPEER, ROSENBLIT & LITVAK	20741	111-0220-411.32-70	GENERAL CODE ENFORCEMENT	7,053.08
	20742	111-0220-411.32-70	GENERAL CODE ENFORCEMENT	225.00
				\$7,278.08
DATA TICKET INC.	143154	111-3010-415.56-41	BUSINESS LICENSE SEPT	12.50
	143090	111-7065-441.61-20	ANIMAL CONTROL CITATION	197.20
	143191	111-7065-441.61-20	ANIMAL CONTROL CITATION	12.50
	143042	111-9010-415.56-15	CODE ENFORCEMENT CITATION	50.50
	143847	111-9010-415.56-15	PARKING CITATION PROCESS	11,717.34
				\$11,990.04
DATA PROSE, INC.	DP2204847	681-3022-415.53-20	WATER BILLS & POSTAGE	1,097.22
	DP2204847	681-3022-415.56-41	WATER BILLS & POSTAGE	661.06
				\$1,758.28
DELTA DENTAL	BE006218025	111-0000-217.50-70	MONTHLY BENEFITS & COBRA	8,184.85
				\$8,184.85
DELTA DENTAL INSURANCE COMPANY	BE006215649	111-0000-217.50-20	PMI MONTHLY BENEFITS	1,791.88
				\$1,791.88
DEPARTMENT OF ANIMAL CARE & CONTROL	10252022	111-7065-441.56-41	ANIMAL CARE & CONTROL SEPT	20,599.76
				\$20,599.76
DF POLYGRAPH	202218	111-7010-421.56-41	POLYGRAPH EXAMINATION	175.00
				\$175.00
ESTELA RAMIREZ	5134	111-6060-466.33-20	AEROBIC TRAINING	280.00

**City of Huntington Park
Demand Register
WR 11/15/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
EXCEL PAVING COMPANY	5-26886	111-8010-431.76-19	CONTRACTUAL SVCS	\$280.00
				46,350.00
EXPRESS TRANSPORTATION SERVICES LLC				\$46,350.00
	HPE10012022	111-0000-362.20-15	FIXED ROUTE TRANSIT SVCS	-2,500.00
	HPE10012022	219-0000-340.30-00	FIXED ROUTE TRANSIT SVCS	-1,774.65
	HPE10012022	219-8085-431.56-43	FIXED ROUTE TRANSIT SVCS	34,605.30
	HPE10012022	219-8085-431.56-43	FIXED ROUTE TRANSIT CREDIT	-33,471.18
	HPE10012022	220-8085-431.56-43	FIXED ROUTE TRANSIT SVCS	34,605.30
	HPE10012022	220-8085-431.56-43	FIXED ROUTE TRANSIT CREDIT	-50,347.81
	HP10012022	222-8010-431.56-43	FIXED ROUTE TRANSIT SVCS	34,605.30
	HPE10012022	222-8010-431.56-43	FIXED ROUTE TRANSIT CREDIT	-14,138.61
				\$1,583.65
FEDEX	7-928-89244	111-0210-413.61-20	SHIPPING CHARGES	201.17
FERGUSON ENTERPRISES INC				\$201.17
	1910989	535-8090-452.61-20	SPRINKLER PART PARKS	184.37
	1911503	535-8090-452.61-20	SPRINKLER PART PARKS	112.44
				-\$296.81
GEORGE CHEVROLET	124468CVW	741-8060-431.43-20	CAR PARTS FOR PW	395.50
				\$395.50
GIGIS HOLLYDALE APPLIANCE	60651	111-8024-421.43-10	AC PARTS FOR PD JAILS	638.35
				\$638.35
GOLD COAST K9	HPD-16	111-7010-421.59-15	OCTOBER MAINT TRAINING	250.00
				\$250.00
GRAINGER	9483097441	219-8085-431.43-21	CAR PARTS FOR PW UNIT	58.53
				\$58.53
H.P. TEST ONLY	021840	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	35.00
				\$35.00
HASA, INC.				
	856917	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	392.24
	856919	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	155.87
	856920	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	233.80
	858068	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	306.54
	858069	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 17	761.16
	858070	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	155.87
	858071	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	405.32
				\$2,410.80
HECTOR G. MORENO				
	5131	111-6060-466.33-20	TAEKWONDO CLASS	1,200.00
	5132	111-6060-466.33-20	TAEKWONDO CLASS	1,200.00
	5133	111-6060-466.33-20	TAEKWONDO CLASS	960.00
				\$3,360.00
J & J MUFFLER SHOP	10122022	741-8060-431.43-20	CAR PART FOR PD	350.00
				\$350.00
J SQUARED	107	681-8030-461.56-41	PROFESSIONAL SVC	1,250.00
				\$1,250.00
JCL TRAFFIC	116773	221-8012-429.61-20	TRAFFIC SIGNS	897.92

**City of Huntington Park
Demand Register
WR 11/15/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JCL TRAFFIC	116774	535-8090-452.61-20	VETERANS PARK SIGNS	208.37
JDS TANK TESTING & REPAIR INC	17953	741-8060-431.43-20	MONTHLY OPERATOR OCT.	\$1,106.29
JXTRA ENTERTAINMENT	021	111-6010-466.55-50	HALLOWEEN DJ	150.00
KIMBALL MIDWEST	100433432	111-8020-431.43-10	DRILL BITS & SCREWS PW	\$150.00
KLIMT CONSULTING, LLC	21-06	111-5010-419.56-41	ADMIN SVCS DEC FOR CDBG	640.00
	21-07	111-5010-419.56-41	ADMIN SVCS JAN FOR CDBG	\$568.43
	21-08	111-5010-419.56-41	ADMIN SVCS FEB FOR CDBG	4,751.25
	21-09	111-5010-419.56-41	ADMIN SVCS MARCH FOR CDBG	8,084.50
	21-10	111-5010-419.56-41	ADMIN SVCS APRIL FOR CDBG	14,595.00
	21-11	111-5010-419.56-41	ADMIN SVCS MAY FOR CDBG	8,848.25
	21-12	111-5010-419.56-41	ADMIN SVCS JUNE FOR CDBG	2,194.25
				7,401.25
				2,334.25
				\$48,208.75
LAN WAN ENTERPRISE, INC	71776	111-0210-413.43-05	POINT PROJECT	362.79
	73585	111-7010-419.43-15	IT SVCS MAINTENANCE FEE	25,106.00
	73607	111-7010-421.74-10	AGREEMENT MONTH RECURRING	4,369.00
	73585	111-9010-419.43-15	IT SVCS MAINTENANCE FEE	25,106.00
	73610	111-9010-419.56-41	AGREEMENT MONTHLY ADD ONS	3,076.00
	73095	239-6010-451.76-15	WIRELESS ACCESS POINT	11,000.00
				\$69,019.79
LB JOHNSON HARDWARE CO.	123572	111-8022-419.43-10	CAR PARTS FOR PW	76.54
	12584	111-8024-421.43-10	CAR PARTS FOR PD	18.58
	123488	741-8060-431.43-20	CAR PARTS FOR PD	4.36
				\$99.48
LINDE GAS & EQUIPMENT INC.	31833920	535-8016-431.61-45	WELDING MATERIAL ST LIGHT	233.56
				\$233.58
LONG BEACH BMW	44477	741-8060-431.43-20	PD MOTORCYCLE REPAIRS	1,746.05
				\$1,746.05
LOS ANGELES COUNTY CLERKS OFFICE	232008114529969	111-1010-411.61-20	GUBERNATORIAL ELECTION	90,119.79
				\$90,119.79
MARX BROS FIRE EXTINGUISHER CO INC.	M17307	741-8060-431.43-20	FIRE EXTINGUISHER DECALS	83.91
				\$83.91
MERRIMAC ENERGY GROUP	2221534	741-8060-431.62-30	FUEL PURCHASE	20,218.92
				\$20,218.92
MICHAEL BAKER INTERNATIONAL INC.	1161191	111-5010-419.56-41	PROFESSIONAL SVC OCT 2022	10,290.00
				\$10,290.00
MR. HOSE INC.	213703	741-8060-431.43-20	CAR PARTS FOR PW	42.45
				\$42.45
MUNICIPAL WASTE SOLUTIONS	1050	285-8050-432.56-41	CITY PURCHASES	20,730.00
	1055	285-8050-432.56-41	RECYCLING& RECOVERY	1,007.50
				\$21,737.50

**City of Huntington Park
Demand Register**

WR 11/15/2022

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
NATIONWIDE ENVIRONMENTAL SERVICES	32709	111-8031-433.56-41	STREET SWEEPING SVCS	5,904.17
	32710	220-8070-431.56-41	BUS STOP MAINT SVCS	20,411.91
	32709	221-8010-431.56-41	STREET SWEEPING SVCS	51,282.37
NEW CHIEF FASHION INC.	1042280	111-7010-421.61-20	NEW EMPLOYEE UNIFORM	\$77,598.45
				109.39
NOBEL SYSTEMS, INC	15516	111-8095-431.53-10	WATER METER MODULE	\$109.39
	15516	681-8030-461.53-10	WATER METER MODULE	9,300.00
				30,500.00
O'REILLY AUTO PARTS	2959-219571	741-8060-431.43-20	CAR PARTS FOR PW	\$39,800.00
	2959-220066	741-8060-431.43-20	CAR PARTS FOR PW	43.31
	2959-222246	741-8060-431.43-20	CAR PARTS FOR PW	112.80
	2959-222644	741-8060-431.43-20	CAR PARTS FOR PW	94.31
	2959-222745	741-8060-431.43-20	CAR PARTS FOR PW	92.58
	2959-223016	741-8060-431.43-20	CAR PARTS FOR PW	55.55
	2959-223138	741-8060-431.43-20	CAR PARTS FOR PW	38.25
				64.77
PRO FORCE LAW ENFORCEMENT	495297	111-7010-421.74-10	TASER ACCESSORIES & PARTS	\$501.57
	495292	225-7120-421.74-10	NEW DEPT TASER DEVICES	6,913.06
				13,359.00
PSYCHOLOGICAL CONSULTING ASSOC, INC	525719	111-7010-421.56-41	EMPLOYMENT EVALUATION	\$20,272.06
				385.00
PURCHASE POWER	8000-9090-0355-	111-9010-419.53-20	CURRENCY REFILL POSTAGE	\$385.00
				1,755.21
RADIANY FIRE & INTEGRATION INC.	1151	111-8020-431.76-27	ENGINEERED PLANS SAFETY	\$1,755.21
				10,065.21
RIO HONDO COLLEGE	F22-130-ZHPK	111-7010-421.59-20	COURSE ENROLLMENT	\$10,065.21
	F22-137-ZHPK	111-7010-421.59-20	COURSE ENROLLMENT	25.00
				178.00
				\$203.00
RIVAS CORTES ENRIQUE	HP040016467	111-0000-351.10-10	OVERPAYMENT CITATION	55.00
				\$55.00
ROADLINE PRODUCTS INC	18031	221-8012-429.61-20	STENCIL TRAFFIC CONTROL	\$661.89
ROBERT PIXTON PLUMBING	09132022	535-8090-452.43-20	REPAIRMENT BACKFLOW DVC	\$661.89
				1,717.50
SANCHEZ AWARDS	2102	111-0210-413.61-25	PLAQUES TARGET CEREMONY	\$1,717.50
				992.25
				\$992.25
SIERRA INSTALLATIONS INC	210493	111-6010-451.74-10	HOLIDAY DECORATION	42,885.00
				\$42,885.00
SMART & FINAL	0246	111-0240-466.55-42	ADMIN OFFICE SUPPLIES	32.03
	0247	111-0240-466.55-42	HALLOWEEN LUNCHEON	116.45
	3192200017701	111-7010-421.61-20	MEETING CONFERENCE SUPPLY	55.06
				\$203.54
SNAP-ON INCORPORATED	ARV/55055397	741-8060-431.43-20	UPGRADE FLEET SCANNER	890.19
				\$890.19

**City of Huntington Park
Demand Register
WR 11/15/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SOUTHEAST COMMUNITY FOUNDATION	5	111-9050-462.56-41	TUTORING	15,000.00
				\$15,000.00
SOUTHERN CALIFORNIA EDISON	9/16/22-10/17	111-8020-431.62-10	ELECTRICAL BILL BISSELL ST	2,187.09
	9/16/22-10/17	535-8016-431.62-10	ELECTRICAL SVC VARIOUS LOCATION	53,687.22
	9/26/22-10/25	535-8016-431.62-10	ELECTRICAL SVC OLIVE ST	56.76
	9/16/22-10/17	681-8030-461.62-20	ELECTRICAL BILL FLORENCE AVE	6,236.65
				\$62,167.72
SPARKLETT'S	15142085110322	111-0110-411.66-05	WATER VARIOUS DEPARTMENT	66.46
	15142085110322	111-0210-413.61-20	WATER VARIOUS DEPARTMENT	66.46
	15142085110322	111-1010-411.61-20	WATER VARIOUS DEPARTMENT	23.94
	15142085110322	111-2030-413.61-20	WATER VARIOUS DEPARTMENT	64.90
	15142085110322	111-3010-415.61-20	WATER VARIOUS DEPARTMENT	90.38
	15142085110322	111-5010-419.61-20	WATER VARIOUS DEPARTMENT	78.80
	15142085110322	111-5055-419.61-20	WATER VARIOUS DEPARTMENT	52.54
	15142085110322	111-6010-451.56-41	WATER VARIOUS DEPARTMENT	49.40
	19438227101922	111-7010-421.56-41	WATER DELIVERY SERVICE	1,116.48
	15142085110322	111-8020-431.61-20	WATER VARIOUS DEPARTMENT	250.23
				\$1,859.59
ST. NICK'S	2616WS	232-6010-419.56-41	HOLIDAY DECORATIONS	1,765.54
				\$1,765.54
STACY MEDICAL CENTER	3160-49003	111-7022-421.56-15	PRE BOOKING EXAM	745.00
				\$745.00
STANDARD INSURANCE COMPANY	0003789170002	111-0000-217.50-70	ADDITIONAL INSURANCE NOV	5,189.82
	3789170001	111-0000-217.50-70	LIFE INSURANCE NOVEMBER	7,061.68
				\$12,251.50
STAPLES ADVANTAGE	8068104794	111-0310-413.61-20	OFFICE SUPPLIES CITY WIDE	199.89
	8068104794	111-2030-413.61-20	OFFICE SUPPLIES CITY WIDE	202.80
	8068104794	111-3010-415.61-20	OFFICE SUPPLIES CITY WIDE	707.59
	8068104794	111-5010-419.61-20	OFFICE SUPPLIES CITY WIDE	307.40
	8068104794	111-7022-421.61-27	OFFICE SUPPLIES CITY WIDE	502.91
	8068104794	111-7030-421.61-20	OFFICE SUPPLIES CITY WIDE	629.03
	8068104794	111-7040-421.61-32	OFFICE SUPPLIES CITY WIDE	118.77
	8068104794	111-8020-431.61-20	OFFICE SUPPLIES CITY WIDE	265.32
	8068104794	239-6060-490.61-60	OFFICE SUPPLIES CITY WIDE	49.21
				\$2,982.92
STAR2STAR COMMUNICATIONS LLC	SUBC00009600	111-9010-419.53-10	VOIP SVCS 11/3-12/2	10,887.35
				\$10,887.35
T-MOBILE USA	9/21-10/20	111-0110-411.53-10	CELLPHONE CHARGES COUNCIL	195.39
	9/21-10/20	111-0210-413.53-10	CELLPHONE CHARGES ADMIN	166.00
	9/21-10/20	111-1010-411.53-10	CELLPHONE CHARGES CITY CLERK	39.08
	9/21-10/20	111-2030-413.53-10	CELLPHONE CHARGES HR	28.94
	9/21-10/20	111-3010-415.53-10	CELLPHONE CHARGES FINANCE	28.94
				\$458.35
T2 SYSTEMS CANADA INC.	IRIS0000113799	111-8010-415.56-41	DIGITAL IRIS SERVICE	2,370.00
				\$2,370.00

WR 11/15/2022

\$911,159.02

ITEM NO. 4



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 15, 2022

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

Honorable Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF PUBLICLY VISIBLE ART AT PROPERTY LOCATED AT 1900 EAST 64TH STREET.

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Publicly Visible Art for the existing business located at 1900 East 64th Street.

BACKGROUND

On November 7, 2022, Planning received an application for Publicly Visible Art for an existing business located at 1900 East 64th Street. The business is located on the southeast corner of 64th Street and Wilmington Avenue. The proposed art will consist of a mural that measures 8.5 feet by 100 feet, located on the portion of the existing building fronting 64th Street. The artwork has a valuation of approximately \$25,000. The street facing artwork is a black background with green and white lettering depicting the business brand and directional wayfinding arrows. The interior mural is multicolored and depicts local artist renderings of iconic Los Angeles venues and culture.

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 City Council review and approval. Since the artwork for the business will be associated

**CONSIDERATION AND APPROVAL OF PUBLICLY VISIBLE ART AT PROPERTY
LOCATED AT 1900 EAST 64TH STREET.**

November 15, 2022

Page 2 of 2

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



STEVE FORSTER
Interim Community Development Director

ATTACHMENT(S)

- A. Site Plan
- B. Art Rendering
- C. Application

ATTACHMENT "A"

Attachment A



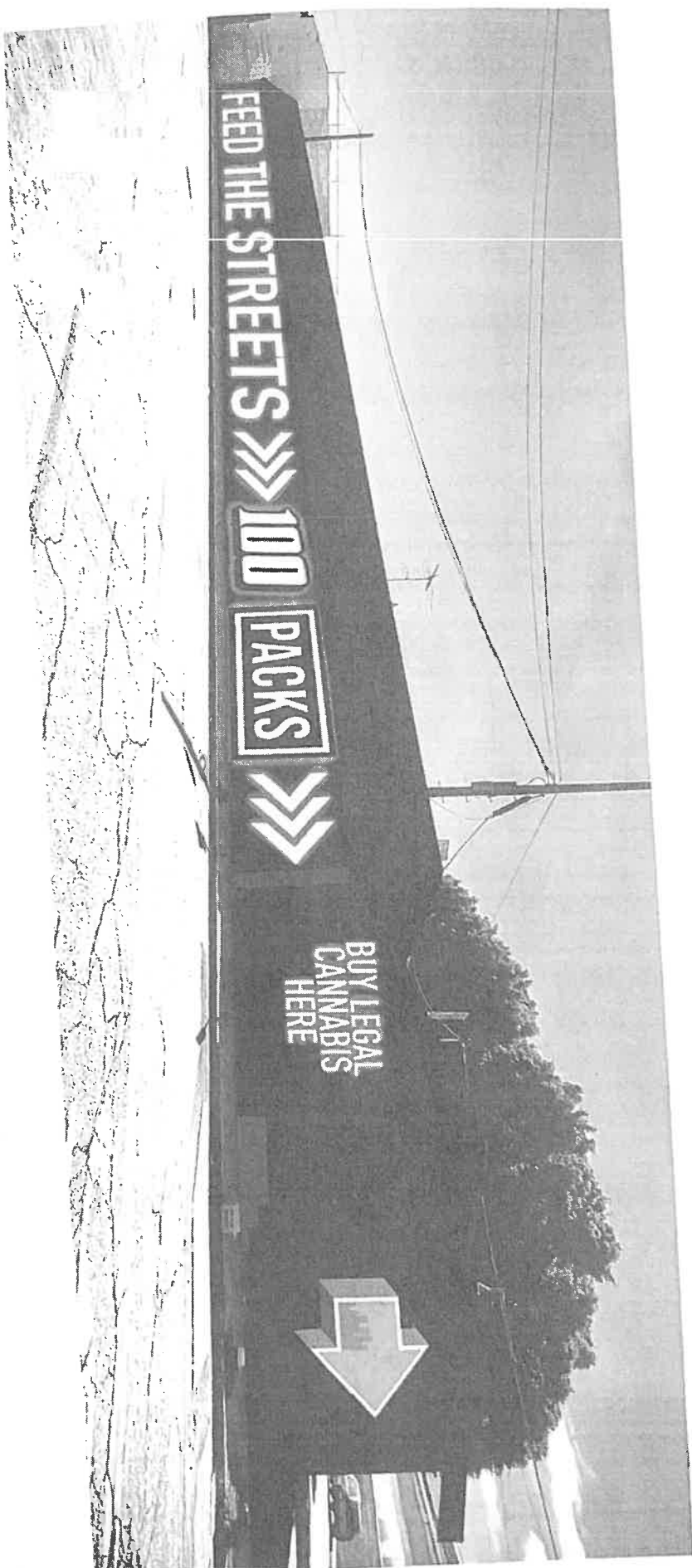
ATTACHMENT "B"

Attachment B

Interior



Exterior



ATTACHMENT C



City of

HUNTINGTON PARK california

COMMUNITY DEVELOPMENT DEPARTMENT

6550 MILES AVENUE

HUNTINGTON PARK, CA 90255

TEL: (323) 584-6210 FAX: (323) 584-6244

PUBLICLY VISIBLE ART APPLICATION GUIDELINES

The application for Publicly Visible Art is processed by the Huntington Park Community Development Department.

The Publicly Visible Art Program is intended to allow for the development of cultural and artistic resources that improve and enhance the quality of life for individuals living, working and visiting the City. Artwork shall be placed at locations which are visible to the public. The Publicly Visible Art application procedures assist in the purpose of improving opportunities to promote the beautification of the City. Balanced development of cultural and artistic resources preserves and improves the quality of the urban environment and increases property values.

The proposed artwork is subject to the approval of the Planning Commission. Depending on the type of artwork proposed, approvals from other departments or agencies (e.g. Building and Safety, Fire, County Health, etc.) may be required. Therefore, applicants are advised to inquire directly with other agencies as to the requirements they may have early in the process.

PUBLICLY VISIBLE ART IS REQUIRED FOR THE FOLLOWING:

- All new residential developments of two (2) or more units, public and institutional buildings, and all commercial and industrial development projects with a construction valuation equal to or exceeding \$100,000; and
- Exterior and/or interior modifications with a valuation equal to or exceeding \$50,000 to existing residential buildings of two (2) or more units, public and institutional buildings, existing commercial buildings and existing industrial buildings. This provision excludes required earthquake rehabilitation.

APPLICATION REQUIREMENTS

1. Submit three (3) sets of plan drawings as outlined below.
2. Submit a New Land Use application (form attached).
3. All re-submittals shall contain the previously submitted plans with the corrections made by the Planning Division.

PLAN REQUIREMENTS

1. Fifteen (15) copies, on minimum 8 1/2" x 11" sheet, of proposed Art Work.
 - A) Sketches,
 - B) Photographs,
 - C) Examples of similar Art Work or other documentation of sufficient clarity to indicate the nature of the proposed art Work.
2. Site Plan showing location of Art Work.
3. Elevations (if Art Work is located on the building).
4. Publicly Visible Art Application.
5. Appraisal or other legitimate evidence of the value of the proposed Art Work.
6. Required Fee: \$995.00

For further information, please contact the Planning Division by calling (323) 584-6210, between 7:00 a.m. and 5:30 p.m., Monday through Thursday.



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

PUBLICLY VISIBLE ART APPLICATION

FOR OFFICE USE ONLY

Date Filed: _____ File No.: _____ Fee/Receipt No.: **\$ 995.00** Initials: _____

PROJECT INFORMATION

Project Address: 1900 E. 64th St. Huntington Park CA 90255

General Location: Corner of 64th St. and Wilmington Ave

Assessor's Parcel Number (APN): _____

APPLICANT'S INFORMATION

Applicant: All Done Management Group, Inc.

Mailing Address: 1900 E. 64th St. Huntington Park CA 90255

Phone 1: 323-200-4504 Phone 2: _____ Email: claudia@alldonemgmt.com

PROPERTY OWNER'S INFORMATION

Property Owner: Leonardo Lopez

Mailing Address: 1900 E. 64th St. Huntington Park, CA 90255

Phone 1: 213-798-7647 Phone 2: _____ Email: leon.lopez1950@yahoo.com

PROPOSED ARTWORK

1. Provide a brief narrative of the proposed artwork for that will be placed for public visibility:

Company Slogan with property directional location

2. Provide description of artwork (Give full details describing the meaning, type, size, style, medium of the artwork):

Company Slogan with property directional location

3. Artist name and biography:

4. Appraised value: \$ 25,000 (Must be a minimum of 1% of project valuation)
*Attach a copy of Appraisal Report

5. Appraiser: Alex Gonzalez

Appraiser Credentials: _____

Mailing Address: _____

Phone 1: 1(818)675-2776 Phone 2: _____

Email: alexisrgonzalez@gmail.com

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.

Pending
Signature of Applicant

Date

Print Name

ITEM NO. 5



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 15, 2021

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

Honorable Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO HUB CITIES CAREER CENTER FOR BUSINESS ASSISTANCE PROGRAM SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a One (1) year professional service agreement (PSA) to the sole responsive proposer, Hub Cities Career Center for a not-to-exceed amount of \$80,000;
2. Authorize the City Manager to execute the PSA.

BACKGROUND

The City of Huntington Park has historically utilized technical consultant staff and non-profit organizations to perform the day to day operations of the City's various programs. These include such programs as first-time home buyer and residential rehabilitation programs, lead based paint hazardous abatement program, emergency solutions grant, HUD grants, homeless outreach services; homeless shelter beds and others.

City staff reached out to various non-profit groups and requested proposals for interest in providing professional management services related to assisting our community businesses with job placements, business analysis, business workshops, assisting with tax credits, SBA loan assistance, marketing and business plans. The pandemic caused sever disruption in the small business community and many small businesses do not have the resources to recover from the losses associated with the pandemic.

Hub Cities is a 501 c 3 that specializes in the aforementioned services. Hub Cities has been in existence since 2002 and has performed in similar capacities from a variety of other governmental agencies.

Staff reviewed Hub Cities proposal and found it to be responsive and properly responsible in the requirements to meet the City of Huntington Park's needs. Based on the proposal

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO HUB CITIES CAREER CENTER FOR BUSINESS ASSISTANCE PROGRAM SERVICES

November 15, 2022

Page 2 of 2

evaluated, it is staff's recommendation to award the professional services agreement to Hub Cities.

FISCAL IMPACT

The City has received specific CDBG Covid funding and the City Council previously approved a substantial amendment at the August 16, 2022 meeting to fund this program.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



Steve Forster
Interim Community Development Director

ATTACHMENT(S):

1. Draft Professional Services Agreement for Hub Cities
2. Hub Cities proposal

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **16th day of November, 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Hub Cities Career Center Hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall commence on **November 16, 2022 to October 30, 2023**. It is the CONTRACTOR'S responsibility to request an extension at least (60) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$80,000** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

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

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

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

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this

Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible

for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONTRACTOR dual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by

CONTRACTOR shall be primary to any coverage available to CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

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

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials,

officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice

to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than

the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot

reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any

undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

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

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY'S exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Hub Cities Career Center
2677 Zoe Ave. 2nd Floor
Huntington Park Ca. 90255
Attn: Jose Martinez
(323) 586-4700

CITY:

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

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR:** CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

CITY OF HUNTINGTON PARK:

CONSULTANT, INC.:

By: Ricardo Reyes
City Manager

By: Jose Martinez, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

HUB CITIES CAREER CENTER.

ATTACHMENT "B"



Huntington Park Business Assistance Program

Jose Martinez
Chief Executive Officer

Board of Directors:

Jose Luis Solech
Chairman

Eddie De La Riva
Vice-Chairman

Elizabeth Alcantar

Graciela Ortiz

Marta Pulido

Al Rios

Project Proposal: "Huntington Park Business Assistance Program"
Area of Service: City of Huntington Park
Type: Business Assistance Program
Start Date: November 1, 2022 Estimated Completion Date: October 30, 2023

ORGANIZATION:

Hub Cities Career Center

Address: 2677 Zoe Ave. 2nd Floor Huntington Park, CA 90255

Executive Director: Jose Martinez

Telephone: (323) 586-4734 Fax Number: (323) 586-4701

Email: jmartinez@hubcities.org

PROJECT CONTACT:

Project Contact: Ofelia Gomez

Phone: 323-586-4700 E-mail: ogomez@hubcities.org

Serving residents of:

Bell Gardens
Cudahy
Huntington Park
Lynwood
Maywood
South Gate

PROPOSAL FUNDING REQUEST:

Length of Requested Project Funds: 12 months Funding Request: \$80,000

Hub Cities Career Center

Hub Cities Career Center (HCCC) is a non-profit organization which was established in 2002 and is located in the city of Huntington Park. HCCC was created to support the programmatic efforts of Hub Cities Consortium the current operator of the Southeast Los Angeles America's Job Center of California (AJCC). Over the past 30 years HCCC has received funding from the LA County Probation Department, the Weingart Foundation, United Way, Covered CA, as well as CDBG grants from the cities of Huntington Park and South Gate. HCCC has been certified as a social enterprise for the last five years and is on the Master agreement list with Los Angeles County. Operating a non-profit organization has many benefits. It enhances the services we currently provide through our JPA as well as enables us to provide services that we may not have otherwise been able to. We increase our opportunities to provide direct services.

we leverage resources between entities (JPA and NPO) and we create new partnerships with other local non-profit organizations. Over the past thirty years our non-profit has secured funding to operate various programs that range from conducting research, providing employer services, assisting residents apply for medical insurance among many others. The program which we have consistently received funding for is the Transitional Subsidized Employment program funding through the South Bay Workforce Investment Board. This program is centered around helping individuals obtain work experience, upgrade their job search skills and ultimately secure permanent employment while transitioning off of public assistance. HCCC is very proud of having helped thousands of residents obtain services through this program.

The primary purpose of Hub Cities Business Service Division is to provide an array of professional services to our business customers such as, Access to capital, Marketing, Social Media, Tax Incentives, Employee Retention, etc.. The Business Assistance Team consists of friendly and resourceful professionals who are committed to helping local businesses meet the challenge of finding business resources.

Project Narrative:

In our increasingly globalized and highly competitive economy, businesses need to maintain their competitive edge by having a skilled workforce and technology driven business practices. Occasionally some companies are unable to maintain their competitive edge and productivity causing them to close their business or to downsize their workforce. Hub Cities works and collaborates with organizations such as: Los Angeles Economic Development Division, Employment Development Department, Small Business Administration (SBA), Small Business Development Center (SBDC) and Los Angeles County Workforce Investment Board, Department of Public Social Services, South Bay Workforce Investment Board, Southern California Edison, Chamber of Commerce, Los Angeles Economic Development Corporation, Los Angeles Consumer Affairs, etc. The goal of the collaborative is to extend valuable resources, expertise, and business assistance tools offered by our Partnership.

Project Goals:

Job Posting Service

HCC can share and outreach for open job order. HCC can assist businesses with identifying qualified individuals to fill their hiring needs. HCC invites businesses to call and submit job orders and start saving time and money.

Business Needs Assessment

HCC can provide a thorough analysis of your unique business needs, ranging from staffing, training, labor market information, financing or marketing and entrepreneurial training.

Business Workshops (may consist of the following)

A variety of services that are specifically customized to businesses depending on their need. For example:

- **Work Opportunity Tax Credit (WOTC)** - The WOTC is a federal income tax credit for employers who hire individuals from targeted groups. It can reduce employer's federal tax liability per qualified employee for two years. To learn more, click on the Department of Labor's website at <https://www.dol.gov/business/incentives/opptax>
- **Access to Capital:** This workshop will provide business owners the opportunity to learn and discuss about loan options for entrepreneurs, SBA loan programs, and lender expectations of borrowers (minimum requirements) and how to prepare to apply for a loan.
- **New technologies for Marketing and Commercialization:** This workshop will provide business owners the opportunity to learn how to use new technology to market their services and products through social media, e-commerce and how to optimizing their web-site for marketing and commercial proposes, etc. Moreover, how to obtain statistics and reports to project their business sales.
- **Marketing Business Plan:** This workshop will provide tools to the business owners and guidance how to build content marketing strategy and explore how to reach, engage and convert new customers for their business.

The success and health of the businesses is important to the economic growth and vitality of our Southeast Los Angeles communities.

We thank you for your consideration

Thank you



Jose Martinez

Executive Director

ITEM NO. 6



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

November 15, 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:

TRANSPARENT REVIEW OF UNJUST TRANSFERS AND HOLDS (TRUTH) ACT COMMUNITY FORUM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Pursuant to Government Code section 7283.1, present this item as a Community Form to inform members of the public of access to individual(s) granted to Immigration and Customs Enforcement agency by the Huntington Park Police Department during 2021; and
2. Receive and file this information provided by the Huntington Park Police Department regarding Immigration and Customs Enforcement agency access to individuals in 2021.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

California's Transparent Review of Unjust Transfers and Holds (TRUTH) Act (Government Code sections 7283 and 7283.1), requires that a Community Forum be held each calendar year to inform members of the public of information pertaining to access to individuals granted to Immigration and Customs Enforcement (ICE) agency by the Huntington Park Police Department during the preceding year (2021).

Government Code Section 7282, subdivision (d), defines "ICE access" as follows:

"ICE access" means, for the purposes of civil immigration enforcement, including when an individual is stopped with or without their consent, arrested, detained, or otherwise under the control of the local law enforcement agency, all of the following:

- (1) Responding to an ICE hold, notification, or transfer request.
- (2) Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.

TRANSPARENT REVIEW OF UNJUST TRANSFERS AND HOLDS (TRUTH) ACT COMMUNITY FORUM

November 15, 2022

(3) Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.

(4) Allowing ICE to interview an individual.

(5) Providing ICE information regarding dates and times of probation or parole check-ins.

The Huntington Park Police Department (HPPD) maintains jail policy and operating procedures which align with the mandates of the TRUTH Act and all other legal requirements. HPPD's jail policy Section 414 prohibits any transfer of an inmate to ICE's custody unless the transfer is in accordance with established law. HPPD does not enforce immigration law and an individual is never arrested or held in custody by HPPD solely on a violation of immigration law. Individual(s) ultimately transferred to ICE custody by HPPD are initially arrested on a local or state charge; and only transferred to ICE custody after a request for transfer by ICE is received; and only after legal qualifying transfer criteria is verified.

REPORTING DATA

In accordance with legal criteria, in 2021 HPPD made no transfers to ICE's custody.

FISCAL IMPACT/FINANCING

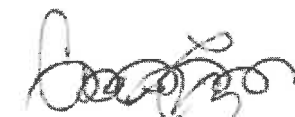
N/A

CONCLUSION

Receive and file.

Respectfully submitted,

RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

None

ITEM NO. 7



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 15, 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 THE 2022 GENERAL PLAN ANNUAL PROGRESS REPORT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the 2022 General Plan Annual Progress Report.

BACKGROUND

The City of Huntington Park's 2022 General Plan Annual Progress Report (GP APR), is prepared by the Community Development Department. The report is intended to provide information on the measurable outcomes and actions associated with the implementation of all of the General Plan elements. Additionally, it reviews the activities conducted by the Community Development Department including the Building and Safety Division, Code Enforcement, and Planning Division.

California Government Code Section 65400 and 65700 mandates that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD) by April 1 of each year. However, the annual report must first be prepared for review and approval by the City's legislative body before being forwarded to OPR and HCD.

CONSIDERATION AND APPROVAL OF 2022 GENERAL PLAN ANNUAL PROGRESS REPORT

November 15, 2022

The 2022 General Plan Annual Progress Report was presented to the Planning Commission on October 19, 2022.

FISCAL IMPACT

No impact to the General Fund.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Interim Community Development Director

ATTACHMENT(S)

A. 2022 General Plan Annual Progress Report

ATTACHMENT "A"



City of Huntington Park General Plan Annual Progress Report

2022

October 19, 2022

Community Development



HUNTINGTON PARK

THE CITY OF PERFECT BALANCE *California*

6550 Miles Avenue
Huntington Park, CA 90055

City Council

(At the time of adoption)

Eduardo "Eddie" Martinez, Mayor

Marilyn Sanabria, Vice Mayor

Graciela Ortiz, Council Member

Karina Macias, Council Member

Arturo Flores, Council Member

Planning Commission

(At the time of adoption)

Jonathan Sanabria, Chair

Angelica Montes, Commissioner

Eduardo Carvajal, Commissioner

Erika Nuno, Commissioner

Ricardo Barba-Ochoa, Commissioner

Contents

Introduction.....	2
Executive Summary	2
Background Information	3
Department Organizational Chart	4
Acceptance Date.....	4
Planning Division	6
Code Enforcement.....	9
Building and Safety Division	11
General Plan Implementation Status	12
Land Use & Community Development Element.....	13
Mobility & Circulation Element	13
Resource Management Element	14
Health & Safety Element.....	14
Housing Element	14
Environmental Justice	15
Sources.....	16

Introduction



Executive Summary

The City of Huntington Park's 2022 General Plan Annual Progress Report (GP APR), is prepared by the Community Development Department. The report is intended to provide information on the measurable outcomes and actions associated with the implementation of all of the General Plan elements. Additionally, it reviews the activities conducted by the Community Development Department including the Building and Safety Division, Code Enforcement, and Planning Division.

The City of Huntington Park General Plan serves as a long-range comprehensive plan that will regulate land uses and development in the City for the next ten to twenty years. The Elements that comprise the General Plan contain policies and programs that will guide future development in the City. The General Plan is a living document and must be periodically updated to adopt to the changing environment and community needs.

California Government Code Section 65400 and 65700 mandates that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD) by April 1 of each year. However, the annual report must first be prepared for review and approval by the City's legislative body before being forwarded to OPR and HCD.

Background Information

The City of Huntington Park (City) is located approximately five miles southeast of Downtown Los Angeles that was incorporated on September 1, 1906. As shown in Figure 1, the City is bounded by the cities of Vernon and Maywood to the north, the City of South Gate and unincorporated Los Angeles County to the south, the cities of Cudahy, Bell, and Maywood to the east, and the City of Los Angeles and unincorporated Los Angeles County to the west. Primary regional access is provided by the Long Beach (I-710) Freeway, located approximately 1.40 miles east of the City. Local access to the City is provided by Slauson Avenue, Florence Avenue, Gage Avenue, Pacific Boulevard, and Alameda Street.



Figure 1: City of Huntington Park Jurisdiction

The City has a land area of approximately 3.01 square miles. According to the 2020 US Census, the City has a population of approximately 54,883 residents.¹ Furthermore, there are approximately 15,494 housing units in the City. As such, Huntington Park has a population density of approximately 17,921 people per square mile, making it is fifth densest city in California.² Due to its high-density nature and limited area, Huntington Park residents are faced with further challenges compared to neighboring cities. As such, the 2030 General Plan will work towards providing local officials with information needed to formulate effective policy to improve the quality of life for people in the City.

¹United States Census Bureau, Huntington Park city, California, <https://data.census.gov/cedsci/profile?q=1600000US0636056>, accessed October 11, 2022.

² USA.com, California Population Density City Rank, <http://www.usa.com/rank/california-state--population-density-city-rank.htm>, accessed October 11, 2022.

Department Organizational Chart

The City of Huntington Park Community Development is comprised of three divisions that work together to ensure the orderly physical development of the community by maintaining the goals and policies of the City's General Plan through the issuance of land use entitlements and permits for improvements and development all while promoting and preserving a safe and desirable community to live and work.

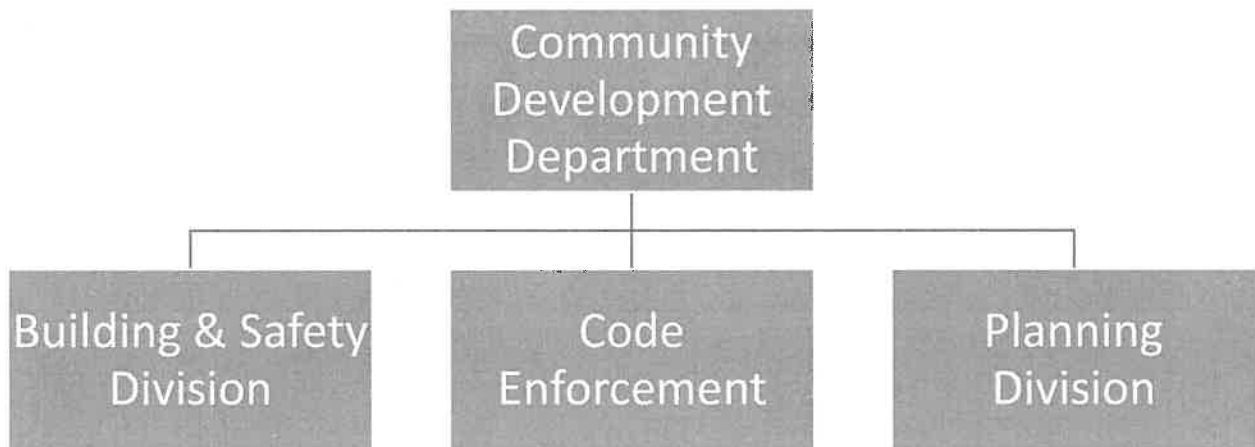


Figure 2: Community Development Department Structure

Acceptance Date

The 2022 General Plan Annual Progress Report was presented to the Planning Commission on October 19, 2022; and was accepted by the City Council on _____, 2022.

Community Development Department Accomplishments

In 2021, the Community Development Department provided extensive support to residents and businesses in the City. The Department processed business licenses, approved development permits for residential and commercial projects, issued permits to install mechanical equipment along with solar panels, and much more. During this time, the following projects were approved:

- A multi-commercial development in the corner of Slauson Avenue and Bickett Street anchored by retail giant Target.
- The development of a new affordable housing complex at 6101 State Street with 49 affordable units for senior veterans.
- The Randolph Street Storage Project.
- The Rehabilitation of 80 apartment units for seniors at Casa Bonita.
- The Completion of the Sale of the Southland Steel Property.
- Repayment of the Department of Toxic and Substance Control loans.
- The Conveyance of the Rita Parking Structure to the City.

Additionally, CDBG funds were utilized in 2021 to develop viable urban communities by providing decent housing, suitable living environments, and expanding economic opportunities for low-, and low-to-moderate income residents. These funds were critical during 2021 and were implemented to provide support to families with rental assistance, loans for small businesses, meals distribution for seniors, and other programs to help families during their financial hardships.

Planning Division

The Planning Division maintains and implements the City's land development and land use standards and prepares other specialized planning documents regarding current Planning and Advanced Planning matters. The division reviews development submittals for conformance with the City's planning policies and standards and conducts environmental review under the provisions of the California Environmental Quality Act (CEQA).

The list below outlines the activities of the Planning Division from January through December 2021. The day-to-day planning activities include:

- Answering public inquiries via email, telephone, and over the counter.
- Processing entitlement applications for the Planning Commission and City Council.
- Reviewing and approving business license applications for zoning compliance.
- Reviewing development plans for compliance with City standards (Plan Checks).
- Perform final inspections of residential projects to ensure zoning and design compliance.

Counter Activity

Counter activity represents the number of counter visits recorded by the Planning Division. Records for counter activity are maintained on a monthly basis. Historically, counter activity has been greater during mid-year and lower towards the end of the calendar year. According to Figure 3 below, in the calendar year of 2021, counter visits totaled 1,952 and August was the busiest month of the year with 212 visits.



Figure 3: Planning Counter Visits in 2021

Planning Applications

Planning applications in 2021 totaled 585. Planning applications included Business License applications, Conditional Use Permits, Film Permits, Minor Development Permits, and Miscellaneous Permits. Additionally, Planning staff performed plan check reviews to ensure the proposed improvements, and/or new developments comply with the Zoning Code. Table 1 below shows a breakdown of the different types of applications received by the Planning Division in the calendar year of 2021.

TABLE 1: 2021 PLANNING APPLICATIONS SUMMARY	TOTAL
Business Licenses	115
Conditional Use Permits (CUPs)	7
CUP Transfers	2
Development Permits	2
Film Permits	10
Home Enterprise Permits	12
Minor Development Permits (MDPs)	127
Miscellaneous Permits	184
Preliminary Reviews	6
Presale Inspections	52
Sign Design Reviews	56
Special Event Permits	5
Temporary Sign Permits	7
GRAND TOTAL	585

Planning Commission

The Planning Commission is the lead advisory body in the determination of what uses may be allowed in the City and how it may shape the community in the present and future. Additionally, the Planning Commission conducts public hearings on entitlements, including new buildings, conditionally permitted uses, variances, etc. On items such as General Plan Amendments and Zoning Ordinance Amendments, the Planning Commission acts as an advisory body to the City Council. In 2021, the Planning Commission conducted 7 meetings during which they considered 10 items. Planning Commission meetings and agendas are available online and proper noticing is made available before the meetings.

Below is a list of some of the major projects that were considered by the Planning Commission:

- PC Case No. 2020-06 CUP (5932 Pacific Blvd) – A request for a Conditional Use Permit to install an additional ATM machine and a new drive-thru lane at the existing commercial use (bank) and associated tenant improvements on property located at 5931 Pacific Blvd, within the Commercial General (CG) Zone.
- PC Case No. 2018-07 CUP/DP/MCUP (3340 Gage Ave) – Conditional Use Permit Request for a time extension to a previously approved Conditional Use Permit, Development Permit, and

Minor Conditional Use Permit (Case No. 2018-07) to legalize unpermitted construction and outdoor seating area to an existing restaurant with a drive-thru facility on property located at 3340 Gage Avenue, within the Commercial General (CG) Zone.

- PC Case No. 2020-07 DP/CUP/LLA (1920 Randolph) – A request for a Development Permit and Conditional Use Permit to allow development of a three-story, 260,106-square foot self-storage facility with a lot line adjustment to accommodate a future retail pad, and the adoption of an associated Class 32 Categorical Exemption under the California Environmental Quality Act (CEQA) together on 3.51 acres located at 1920 Randolph Street, within the Manufacturing Planned Development (MPD) Zone.
- PC Case No. 2021-05 GPA/ZOA/DP/TPM/DB (6101 State Street) – A request for the adoption of an ordinance amending the Official General Plan and Zoning Map of the City of Huntington Park to add an Affordable Housing Overlay; a Tentative Parcel Map for the subdivision of an existing 33,144 square foot lot into two lots, the first measuring 21,399 square feet (Lot 1) and the second measuring 11,805 square feet (Lot 2); a Development Permit and Density Bonus for the construction of 48 affordable units on Lot 1 and 9 affordable units on Lot 2, for the property located at 6101 State Street within the Commercial General (CG) Zone.
- PC Case No. 2021-06 CUP (5421 Pacific Blvd) – A request for a Conditional Use Permit to allow a medical office within 4,845 square feet of an existing building located at 5421 Pacific Blvd, within the Manufacturing Planned Development (MPD) Zone.
- PC Case No. 2021-07 CUP (5731 Bickett St) – A request for a Conditional Use Permit to allow the off-sales of alcohol for a new retail store (Target) located within an existing multi-tenant commercial building at 5731 Bickett Street, within the Commercial General (CG) Zone.
- Planning Commission approval of a resolution recommending to the City Council to approve General Plan Amendment No. 2021-01 for the adoption of the City of Huntington Park 2021-2029 Housing Element.

Code Enforcement

Code Enforcement is responsible for the enforcement of the Huntington Park Municipal Code that relates to residential and non-residential property maintenance standards. Code Enforcement also enforces building, health, and safety standards related to environmental protection and neighborhood preservation. Code Enforcement's work has historically been carried out in residential areas. Code Enforcement identifies and facilitates the abatement of physical conditions and characteristics of substandard and unsanitary residential properties and buildings which render them unfit or unsafe for residential occupancy. Violations of building, zoning, and housing codes are also inspected and remediated through voluntary compliance. However, commercial and other non-residential zones receive incidental code enforcement services.

Figure 4 below provides an annual breakdown of Code Enforcement activity in the year 2021 on a monthly basis. Code Enforcement opened 463 cases in 2021. Cases dealt with various violations (Building Code Violations, Building Maintenance, Illegal Garage Conversions, Illegal Units, Inoperable Vehicles, and Property Maintenance). Figure 5 on page 10 provides a detailed categorization of Code Enforcement cases in 2021. The most common type of Code Enforcement case by violation in 2021 was for property maintenance (250 cases) followed by Building Maintenance (140 cases). September had the highest number of new cases with 56 cases.

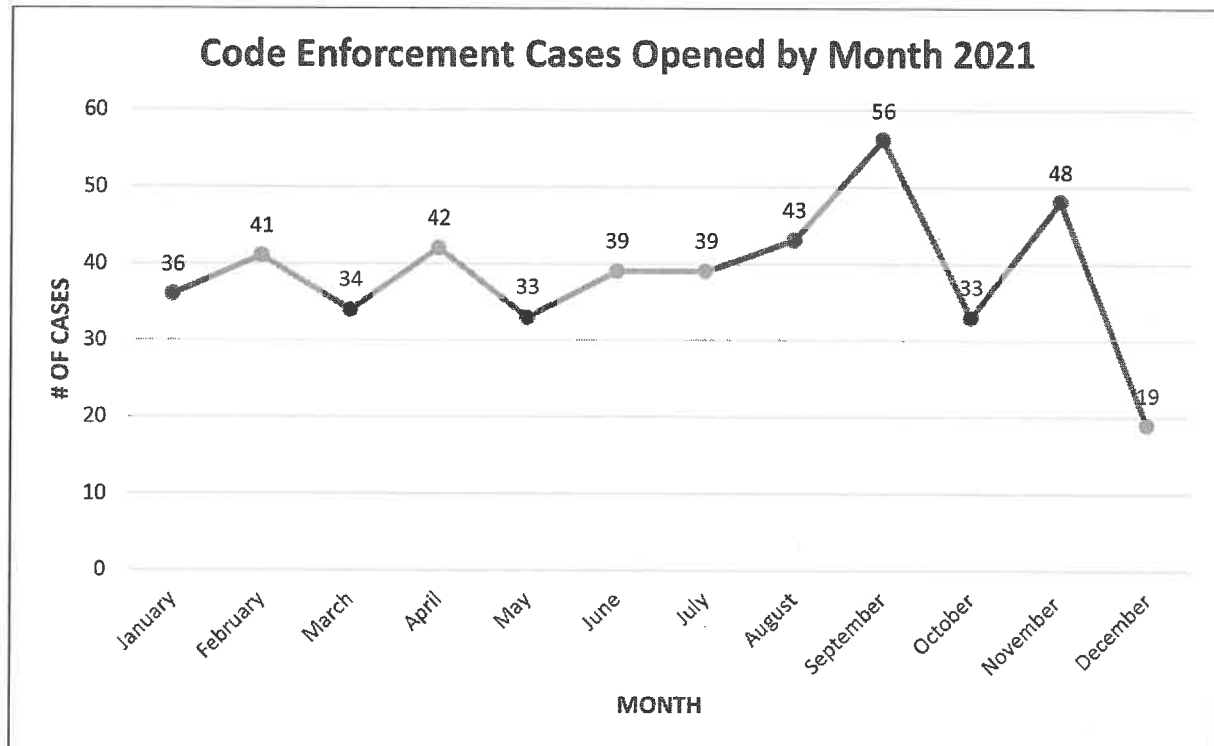


Figure 4 Code Enforcement Cases Opened in 2021

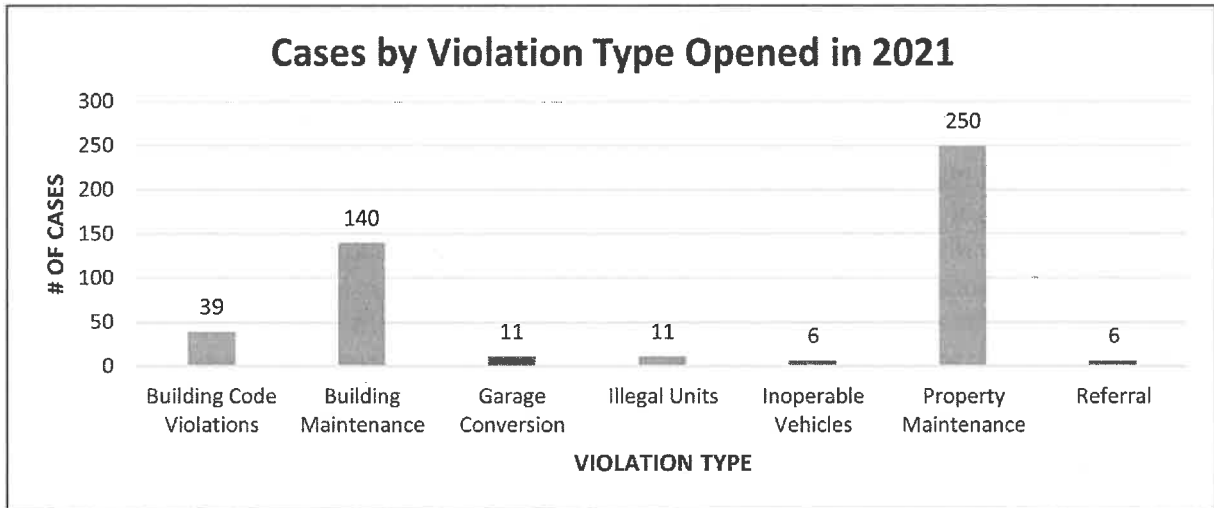


Figure 5: Code Enforcement Cases by Violation Type in 2021

As shown in Figure 6 below, Code Enforcement closed 480 cases in 2021, which also includes cases that were carried over from the previous calendar year of 2020. Of the total 480 closed cases, Property Maintenance was the main violation that was closed-out with 240 cases followed by Building Maintenance (134 cases). September was the month when Code Enforcement closed the most cases in the year with a total of 61 cases.

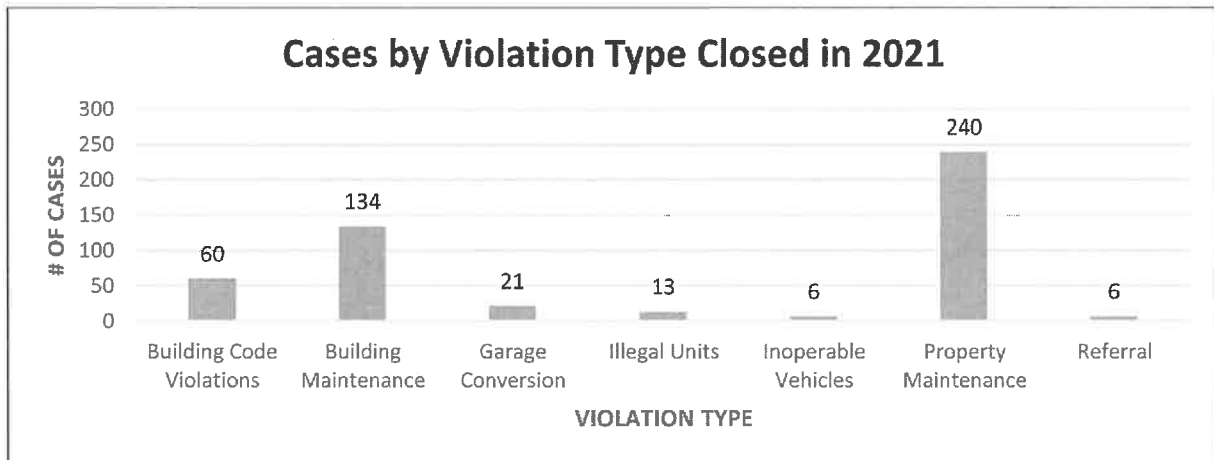


Figure 6: Code Enforcement Cases Closed in 2021 by Violation Type

Building and Safety Division

The Building and Safety Division is responsible for a variety of tasks that include performing plan checks, issuing permits, and conducting inspections. The Building and Safety Division reviews all plans and permits for compliance with the Zoning Code and Building Code regulations. The City of Huntington Park follows the 2019 California Building Standards Code (California Code of Regulations, Title 24), which was adopted and implemented on January 1, 2020.

In 2021, the Building and Safety Division issued 813 permits. The total valuation for all permits issued was approximately \$644,435.71. These applications include all construction-related projects and the installation of mechanical equipment, plumbing, electrical work, and other miscellaneous tasks. Additionally, as illustrated in Figure 7 below, Building and Safety Division's Inspectors completed 1,265 inspections in 2021, with the busiest month in March where 136 inspections were completed.

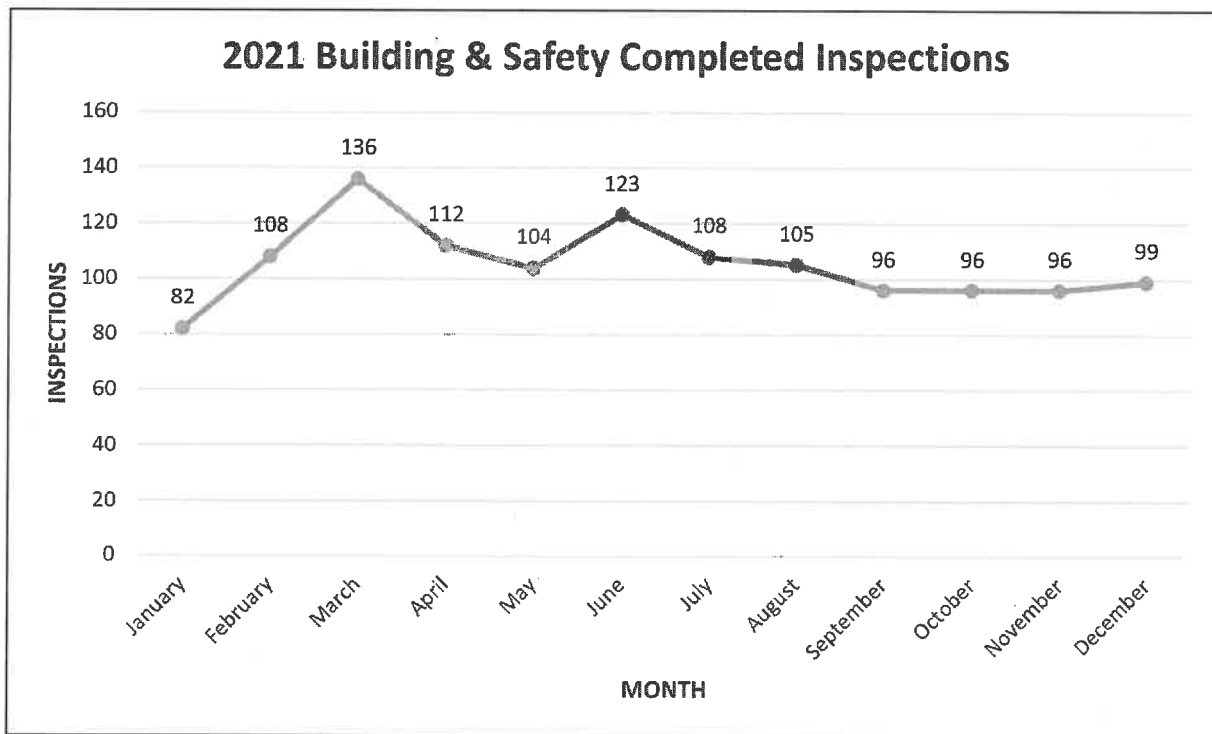


Figure 7: Inspection Completed by Building & Safety in 2021

General Plan Implementation Status

The State of California requires that a General Plan contains seven elements (Circulation, Housing, Open Space, Noise, Conservation, Land Use, and Safety). The City is processing a number of updates to its 1991 General Plan, which the last adopted General Plan. As such, City's General Plan update will address the changing issues in the region, revise the community's needs, and comply with the new State requirements. Therefore, the Huntington Park General Plan has been reformatted to address the aforementioned requirements in the following Elements:

- The **Land Use & Community Development Element** indicates the general location and distribution of the existing and permitted land uses in the City. The Land Use and Sustainability Element also considered issues related to urban design and economic development.
- The **Mobility & Circulation Element** indicates the general location and the extent of existing and proposed roadway improvements and provides standards for roadway design and level of service standards.
- The **Resource Management Element** meets the State-mandated requirements for the conservation and open space elements. The Resource Management Element provides for the conservation, development, and use of natural resources. This Element also addresses air quality, water quality, historic resources, and parks and recreation.
- The **Health & Safety Element** provides for the protection of the community from a variety of man-made and natural hazards. Other related issues addressed in the Health and Safety Element include environmental hazards and noise.
- The **Housing Element** evaluates the existing and projected housing needs of the City and establishes policies and programs that will be effective in the preservation, improvement, and development of housing that will accommodate the City's future housing need.
- The **Environmental Justice Element** contains a comprehensive set of goals and policies aimed at increasing the role and influence of historically marginalized populations and reducing their exposure to environmental and health hazards. The Element summarizes baseline environmental conditions with the community through the lens of pollution exposure, safe and sanitary homes, physical activity and health, food access, and public facilities.

Land Use & Community Development Element

The Land Use Element designates the general location, distribution, and extent of the various land uses proposed for the City. The element identifies standards for population density and building intensity for each land use category. The land use element also identifies those areas that may be prone to flooding. The City will adopt a number of changes to its zoning code and Land Use Element to implement the Housing Element and ensure consistency between the elements. Additionally, the proposed Metro stations described in the Mobility and Circulation Element may also result in Transit Oriented Development (TOD) zoning designations.

The Land Use and Community Development Element contains three major base zone districts: Residential Development (Residential-Low, -Medium, and -High), Commercial Development (Commercial General, Professional, and Neighborhood), and Industrial Development (Manufacturing Planned Development). In addition to the aforementioned base zone districts, the City of Huntington Park Zoning Code includes several overlay zones. Specific overlays include a Senior Citizen Housing Overlay Zone, Single Room Occupancy Overlay Zone, and Affordable Housing Overlay Zone among others. Additionally, the City has adopted a single specific plan (the Downtown Specific Plan (DTSP)) that is applicable to the City's downtown area along Pacific Boulevard. The purpose of the DTSP is to create a unique and identifiable downtown area for Huntington Park that is an economically vibrant and pedestrian-oriented destination.³ The DTSP divides the downtown area into four distinct districts, and each has a particular vision for future development. Each district has its own development standards and design guidelines. The four districts are: District A – Gateway, District B – Festival, District B – Neighborhood, and District D – Zoe. Various sections of the City are occupied by different residential land uses, which are separated by density. Residential development is the predominant land use in the City. Pacific Boulevard serves as the City's prime commercial thoroughfare. Also, much of the City's commercial uses are concentrated along Pacific Boulevard, Florence Avenue, and Gage Avenue. Meanwhile, the City's industrial area is located within the northern and western portion of the City.

Mobility & Circulation Element

This element focuses on the general location and the extent of existing and proposed roadway improvements and provides standards for roadway design and level of service standards. This Element provides the planning framework for the roadway system that will be needed to accommodate existing and projected demand resulting from the land uses and development permitted under the Land Use & Community Development Element. Regional access to the City is available through the Long Beach (I-710) Freeway, which has interchanges at Atlantic Boulevard and Florence Avenue. Major streets in the City include Florence Avenue, Slauson Avenue, and Gage Avenue, which are the east-west arterials. Meanwhile, Pacific Boulevard, Alameda Street, Santa Fe Avenue, State Street, and Miles Avenue/Soto Street are the City's north-south arterials. Local collector streets in the City are primarily lined with residential uses. The City has restricted trucks to major roadways in the City and are prohibited on residential streets except for emergencies or local deliveries. Some issues focused on by the Mobility and Circulation Element and addressed in policy include the local street system, parking, traffic reduction, public transportation, and alternative forms of transportation. The City will continue to

³ *Downtown Huntington Park Specific Plan, August 4, 2008.*

facilitate traffic improvements through a multilateral approach that includes roadway improvements, providing fixed-route transit, and Dial-A-Ride services. Additionally, the City is a member of the Eco-Rapid Transit joint powers authority and through direct contact with Metro, has continued advocating for light rail stations in the West Santa Ana Branch Transit Corridor and for the preservation of neighboring properties, residential uses and businesses along the planned route. The City will have two stations from the West Santa Ana Branch Corridor Project⁴ located within its jurisdiction located at the intersections of Pacific Boulevard/Randolph Street and Salt Lake Avenue/Florence Avenue. An additional stop will be located just outside the City's border at the Slauson Metro Station, nevertheless it will impact the City. These future stations will be subject to new transit-oriented development.

Resource Management Element

The Resource Management Element provides for the conservation, development, and use of natural resources. It meets the State-mandated requirements for the conservation and open space elements. This Element also addresses air quality, water quality, historic resources, and parks and recreation. Various improvements were made at parks throughout the City and the development of an aquatic center is currently in the works. Efforts to conserve and rehabilitate existing parks will include improvements at parks throughout the City, for instance more trees are being planted throughout the various parks. Furthermore, the City continues to maintain its recycling program that is led by the Recycling Division. The Division develops and promotes source reduction and recycling programs within the community. It prepares and puts into practice public information, presentations on various waste reduction and recycling activities through established outreach programs for local businesses and classroom settings. The Recycling Division monitors source reduction and recycling efforts, prepares reports for submittal to the State of California, coordinates participation in regional programs, including the used oil grant program, and ensures compliance with California AB 939 diversion requirements.

Health & Safety Element

Natural and non-natural hazards present a multitude of risks to people who live, work, and visit the City. The City aims to reduce the potential risk of death, injuries, property damage resulting from hazards. The City is working on developing its Health & Safety Element to comply with state law requirements. The City has continued its efforts to promote events and activities to nurture health, wellness, and quality of life. Expanded events will include its weekly Farmers Market, Zumba classes, Senior Food Pantry Program, and Senior Program. The City continues its efforts to reduce the quantity of blighted/dilapidated properties throughout the work from Code Enforcement. Code Enforcement is responsible for the enforcement of the Huntington Park Municipal Code that relates to residential and non-residential property maintenance standards. Code Enforcement also enforces building, health, and safety standards related to environmental protection and neighborhood preservation.

Housing Element

The Housing Element identifies the existing and projected housing needs and establishes goals, policies, objectives, and programs for the preservation, improvement, and development of housing to meet the

⁴ Metro, *West Santa Ana Branch Transit Corridor*, <https://www.metro.net/projects/west-santa-ana/>, accessed October 11, 2022.

needs of all economic sectors of the community. The Housing Element also seeks to for the City to meet its share of the Regional Housing Needs Assessment (RHNA). The RHNA is the state-mandated process to identify the total number of housing units (by affordability level) that each jurisdiction must accommodate in its Housing Element. In 2021, there was 44 housing units approved in the City. The City is in the process of completing an update to its 6th Cycle Housing Element. The Housing Element identifies sites to accommodate 2,500 new units. The Housing Element was submitted to HCD for review.

Environmental Justice

The City of Huntington Park is working on its first Environmental Justice Element. Environmental Justice is defined as the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.⁵ In 2016, the State of California passed Senate Bill 1000 – the Planning for Healthy Communities Act, requiring cities and counties across the state to address environmental justice within their general plans. As such, the Environmental Justice Element is to be included as part of the City’s General Plan, and it will reflect the City’s commitment to reducing environmental burdens and ensuring that all residents have the opportunity to access public facilities and services that improve their quality of life. Extensive community outreach in the form of in-person and online workshops, surveys, and noticing was conducted to obtain input from residents in regards to what concerns and issues can be included in the drafting of the Environmental Justice Element.

⁵ State of California Department of Justice, Rob Bonita Attorney General, SB 1000 – Environmental Justice in Local Land Use Planning, <https://oag.ca.gov/environment/sb1000>, accessed October 11, 2022.

Sources

1. United States Census Bureau, Huntington Park city, California, <https://data.census.gov/cedsci/profile?g=1600000US0636056>, accessed October 11, 2022.
2. USA.com, California Population Density City Rank, <http://www.usa.com/rank/california-state--population-density--city-rank.htm>, accessed October 11, 2022.
3. *Downtown Huntington Park Specific Plan, August 4, 2008.*
4. Metro, West Santa Ana Branch Transit Corridor, <https://www.metro.net/projects/west-santa-ana/>, accessed October 11, 2022.
5. State of California Department of Justice, Rob Bonita Attorney General, SB 1000 – Environmental Justice in Local Land Use Planning, <https://oag.ca.gov/environment/sb1000>, accessed October 11, 2022.

ITEM NO. 8



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 15, 2022

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

Honorable Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD LETTER AGREEMENT TO PROVIDE AMERICAN RESCUE PLAN ACT (ARPA) REPORTING SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a letter agreement as it relates to ARPA Reporting Services for reporting years of 2022 and 2023, to Michael Baker International (MBI) in the amount of \$18,500;
2. Authorize the City Manager to execute the agreement.

BACKGROUND

The City of Huntington Park received funding via the American Rescue Plan Act (ARPA) from the US Treasury in December of 2021. The total amount of funding to the City is \$27 million with an initial allocation of \$13.97 million. The City is required to submit quarterly reports on the allocation of funds being used. The first report was due in January of 2022 and quarterly thereafter. However, due to staffing issues with the finance department, the expenditure reports have not yet been submitted. In order to receive future allocations, the City must submit the required documentation to the Federal Government.

Michael Baker International has been retained by and approved by the City Council in a competitive request for proposal process to assist staff in reporting similar grants such as CDBG and HOME programs. The professional services agreement previously executed with MBI includes language to allow the City to utilize MBI on similar projects. However, following the signing authority relative to the City's policy, staff is recommending the City Council approve MBI to complete the reporting of the ARPA funds based on their experience and knowledge of the process. All elements of their existing contract would be in full force with respect to insurance, indemnification and fee schedules etc.

**CONSIDERATION AND APPROVAL TO AWARD LETTER AGREEMENT TO
PROVIDE AMERICAN RESCUE PLAN ACT (ARPA) REPORTING SERVICES**

November 15, 2022

Page 2 of 2

FISCAL IMPACT

This work will be appropriated out of ARPA fund revenue.

CONCLUSION

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

Respectfully submitted,

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

RICARDO REYES
City Manager

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

Steve Forster
Interim Community Development Director

ATTACHMENT(S):

1. Michael Baker International letter proposal

ATTACHMENT "A"

September 19, 2022

Steve Forster, Interim Community Development Director
City of Huntington Park
Community Development
6550 Miles Avenue
Huntington Park, CA 90255

RE: American Rescue Plan Act Reporting

Dear Mr. Forster:

We appreciate the opportunity to submit this letter proposal in reference to assisting the City of Huntington Park (City) prepare and submit American Rescue Plan Act (ARPA) reports. The reports are a requirement of funding receipt from the federal government. The City received half of its ARPA allocation from the US Treasury in December 2021. The other half will come about a year later. Total allocations to the City is \$27 million; the city has received \$13.97 million.

For metropolitan cities with less than 250,000 population and allocated more than \$10 million in ARPA funding, Project and Expenditure Reports were due on January 31, 2022 (for period covering through December 31, 2021) and then by the last day of the month following the end of each quarter thereafter. Local jurisdictions have until December 31, 2026 to fully expend their funds. Spending should be used for costs incurred after March 3, 2021. It is our understanding the City has not yet submitted a quarterly report since receipt of the funds in December 2021.

The following scope, schedule, consultant staff, and cost are presented:

Scope

Task 1: Kick off meeting with City staff.

We will schedule a kick off meeting with City staff to discuss status of ARPA funding (i.e. State and Local Fiscal Recovery Fund), and reporting requirements. This will include verifying categories of eligible expenditures and funding amounts.

Task 2: Collect ARPA revenue and expenditure data.

We will work with the City Community Development and Finance Departments to collect detailed revenue and expenditure data, and other required information, on the ARPA projects. Among the data include Project Obligations and Expenditures; Project Status; Program Income;

Project Demographic Distribution; Subawards, Contracts, Grants, Loans, Transfers, and Direct Payments; and Civil Rights Compliance.

Task 3: Access Online Portal for Project and Expenditure Reporting

We will confirm with City staff the set-up of a Unique Entity Identifier (UEI) number on SAM.gov and active registration profile, as well as an account on the US Department of the Treasury submission portal, Login.gov. This will enable access to the Project and Expenditure Report template to complete. We will discuss with City staff the protocols for access to the portal and security measures (e.g. two-step authenticity).

Task 4: Prepare Project and Expenditure Reports.

We will navigate through the on-line portal and complete the required sections of the Project and Expenditure Report using the data collected in Task 2, and any other information needed. We will prepare the quarterly report in the portal and notify the City of draft completion for review and comment, and coordinate on final submittal. As needed, we will contact representatives from the US Treasury and consult its public publications to verify reporting process and requirements.

Schedule

The proposed schedule upon receipt of a notice to proceed and/or executed contract is based on the quarterly reporting provided in the Treasury's Compliance and Reporting Guidance unless there is any notice change by the US Treasury, or until otherwise notified by the City. The quarterly schedule is January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31. The Project and Expenditure Report is generally due by the last day of the month following the end of each quarter, or by January 31, April 30, July 31, and October 31.

Consultant Team

The Michael Baker team assigned to this important project comprises technical staff with skill sets in economics and municipal finance, accounting, and economic development. Team members include:

- Derek Wong, AICP (Team Project Manager, Economist)
- Dino Serafini, PE (Public Finance Technical Lead)
- Tyler Brant (Public Finance Specialist)

These are the staff members that Michael Baker anticipates will be required; however, it is possible that the need for additional staff may arise. Therefore, Michael Baker may assign

additional qualified staff as necessary to complete the services required under this proposal. Assignment of additional staff will not change the budget of this agreement, unless agreed upon by both parties with the execution of an amendment.

Cost

The cost estimate is based on completion of each quarterly report, assuming one report in 2022, and then four annually starting in 2023. The first report for 2022 is a fixed cost of \$4,500. For the quarterly reports in 2023, the annual total fixed cost is \$14,000. The annual cost thereafter for quarterly reports will be increased by 5 percent. No in-person meeting is assumed.

Reporting Year	Cost
2022 (one report)	\$4,500
2023 (four reports)	\$14,000
Total	\$18,500
2024 and annually thereafter	Increase by 5%

Again, we appreciate the opportunity to propose on this project and look forward to answering any questions you may have. Please contact Derek Wong, AICP, Project Manager, at (530) 601-2508 or by email at dwong@mbakerintl.com in the event any clarification is needed regarding the contents of this letter proposal.

Sincerely,



Derek Wong, AICP
Project Manager

ITEM NO. 9



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 15, 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 ADOPT VIA RESOLUTION THE TRAFFIC ENGINEERING SPEED STUDY UPDATE FOR THE EASTBOUND AND WESTBOUND SEGMENT OF RANDOLPH STREET BETWEEN ALAMEDA STREET AND SANTA FE AVENUE

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Resolution (Attachment 1) adopting the Traffic Engineering Speed Study update (Exhibit A) for the eastbound and westbound segments of Randolph Street between Alameda Street to Santa Fe Avenue; and
2. Adopt the As-built striping plan (Attachment 2) for the eastbound and westbound segments of Randolph Street between Alameda Street to Santa Fe Avenue.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The eastbound and westbound segments of Randolph Street between Alameda Street and Santa Fe Avenue were modified from two lanes in each direction to one lane. The primary focus was on adding street parking. Street modifications of the striping and posted speed limit requires City Council action.

California Vehicle Code (CVC) requires the City to periodically review and update their posted speed limits. These periodic updates are required for the Police Department to enforce speed limits utilizing radar. The traffic engineering speed survey study involves the review of existing posted speed limits for adequacy in terms of adjacent land use, traffic demands, roadway conditions, continuity of speed limits, collisions and field surveys of motorist driving patterns.

A state licensed registered traffic engineer conducted the traffic study in accordance with procedures outlined in the California Manual on Uniform Traffic Control Devices (CA-

CONSIDERATION AND APPROVAL TO ADOPT VIA RESOLUTION THE TRAFFIC ENGINEERING SPEED STUDY UPDATE FOR THE EASTBOUND AND WESTBOUND SEGMENT OF RANDOLPH STREET BETWEEN ALAMEDA STREET AND SANTA FE AVENUE

November 15, 2022

Page 2 of 4

MUTCD) for Streets and Highways as required by Section 627 of the California Vehicle Code (CVC). The CVC requires establishing speed limits in accordance with appropriate engineering practices and methods.

The results of the engineering and traffic survey for the speed limits on eastbound and westbound Randolph Street between Alameda Street and Santa Fe Avenue recommends increasing the posted speed limit signs from 25 miles per hour (mph) to 30 mph along this segment of Randolph Street. Speed surveys were conducted in conformance with State law for establishing speed limits. All segments were reviewed in detail including traffic volumes, collision history, adjacent land uses, roadway characteristics and field observations.

Posted speed limits are primarily established to protect the general public from the unreasonable driver. They provide law enforcement with the means to identify and apprehend violators of the basic speed law (Section 22350 of the Vehicle Code). This statute states that, "No Person shall drive a vehicle on a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property."

The Engineering and Traffic Study supports the prima facie speed limit as required by Sections 40801 and 4802 of the CVC before speed limits can be enforced with radar. The law specifies that surveys be conducted every five years to endure that posted speed limits are kept reasonably current. The time between surveys can be extended to 7 to 10 years if the following criteria are met by radar operators during traffic enforcement and with certification by a state licensed registered traffic engineer:

1. All surveys are good for 7 years if the officer has received 24 hours of a post certified training course;
2. 2 additional hours of training if laser is used; and
3. The speed measuring device has been calibrated within three years prior to the alleged violation by an independent certified testing agency.

Surveys can be extended to 10 years if a state licensed registered traffic engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume.

LEGAL REQUIREMENT

At the November 3, 2022 Traffic Authority meeting, the Traffic Authority members voted to approve the modifications. Traffic Authority is codified via the Municipal Code, Title 4 Public Safety, Chapter 7 Traffic. The intension of the engineering and traffic survey is to establish, revise, and enforce posted speed limits on the specific roadways. In general, speed limits cannot be successfully enforced without voluntary compliance by most

CONSIDERATION AND APPROVAL TO ADOPT VIA RESOLUTION THE TRAFFIC ENGINEERING SPEED STUDY UPDATE FOR THE EASTBOUND AND WESTBOUND SEGMENT OF RANDOLPH STREET BETWEEN ALAMEDA STREET AND SANTA FE AVENUE

November 15, 2022

Page 3 of 4

drivers. Consequently, only the driver whose behavior is clearly out of line with the normal flow of traffic is considered a violator for enforcement purposes.

Speed limits are established at the nearest 5 mph increment to the 85th percentile speed, which is defined as that speed at or below which 85 percent of the traffic is moving. Basic speed law states that no person shall drive at a speed greater than is reasonable or prudent.

Speed limits in California are governed by the California Vehicle Code (CVC), Sections 22348 through 22413. Sections 22357 and 22358 of CVC authorize local authorities to establish prima facie speed limits on streets and roads under their jurisdiction based on an engineering and traffic survey.

1. Basic speed limit law. Section 22350 of the CVC provides that no person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, traffic and the surface and width of the highway, and in no event at a speed which endangers the safety of persons or property. This is the basic speed limit law.
2. Prima facie speed limits. Specified by statute or established by the State or local authorities within their respective jurisdictions based on an engineering and traffic survey. Certain prima facie limits are established by law and include the 25-mph limit in business and residential districts, the 15-mph limit on alleys, at blind intersections, and at blind railroad grade crossings, and conditional 25-mph speed limit in school zones when children are going to or from school.

FISCAL IMPACT/FINANCING

The cost associated with the removal and replacement of the speed limit signs is \$1,000 payable from Account No. 221-8012-429-61.20. The purchasing of 25 mph signs is part of the budgetary items associated with this account.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CONSIDERATION AND APPROVAL TO ADOPT VIA RESOLUTION THE TRAFFIC ENGINEERING SPEED STUDY UPDATE FOR THE EASTBOUND AND WESTBOUND SEGMENT OF RANDOLPH STREET BETWEEN ALAMEDA STREET AND SANTA FE AVENUE

November 15, 2022

Page 4 of 4

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Resolution adopting the Traffic Engineering Speed Study update
 - a. Exhibit A - Traffic Study Update – Randolph St
2. As-built Randolph St Striping Plan

ATTACHMENT "A"

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WHEREAS, The Engineering and Traffic Study was conducted in accordance with procedures outlined in the California Manual on Uniform Traffic Control Devices (CA-MUTCD) for Streets and Highways latest edition as required by Section 627 of the California Vehicle Code (CVC); and

WHEREAS, speed limits in California are governed by the California Vehicle Code (CVC), Sections 22348 through 22413. Sections 22357 and 22358 of CVC authorize local authorities to establish prima facie speed limits on streets and roads under their jurisdiction on the basis of an engineering and traffic survey; and

WHEREAS, Section 22350 of the CVC provides that no person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, traffic and the surface and width of the highway, and in no event at a speed which endangers the safety of persons or property. This is the basic speed limit law; and

WHEREAS, the Engineering and Traffic Study has been prepared for eastbound and westbound Randolph Street between Alameda Street and Santa Fe Avenue. The intension of the engineering study is to establish, revise, and enforce posted speed

1 limits on the specific roadways surveyed, there has been a recommendation from the
2 traffic engineer to change the speed limit from 25 miles per hour (mph) to 30 mph; and

3 **WHEREAS**, speed limits are established at the nearest 5 mph increment to the
4 85th percentile speed, which is defined as that speed at or below which 85 percent of
5 the traffic is moving. Basic speed law states that no person shall drive at a speed
6 greater than is reasonable or prudent; and

7 **WHEREAS**, this Engineering and Traffic Study was conducted for the City of
8 Huntington Park to determine the validity of speed limits established on City streets and
9 to identify those areas where existing speed limits should be adjusted, upward or
10 downward, to permit continuation of enforcement by radar; and

11 **WHEREAS**, at the November 3, 2022 Traffic Authority meeting, the Traffic
12 Authority members voted to approve the modifications (Traffic Authority is codified via
13 the Municipal Code, Title 4 Public Safety, Chapter 7 Traffic).

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

16 **SECTION 1.** The City Council adopts this resolution in support of the updated
17 Engineering and Traffic Survey (Speed Zone Survey and Speed Limits Study)
18 recommendations.

19 **SECTION 2.** The updated Engineering and Traffic Survey is adopted by this
20 resolution and attached hereto as Exhibit "A".

21 **SECTION 3.** The City Clerk shall certify to the adoption of this Resolution.

22 **PASSED, APPROVED, AND ADOPTED** this 15th day of November 2022.

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Eduardo Martinez, Mayor

ATTEST:

Eduardo Sarmiento, City Clerk

ENGINEERING AND TRAFFIC SURVEY (SPEED ZONE SURVEY AND SPEED LIMIT STUDY)

PREPARED FOR:

CITY OF HUNTINGTON PARK



PREPARED BY:



**INFRASTRUCTURE
ENGINEERS**

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

Under the Supervision of
Amir Farahani, P.E., T.E.
Principal Traffic Engineer

Project No. 6900.36

Date: October 4, 2022



TABLE OF CONTENTS

Certification	ii
Summary.....	1
Background.....	1
Engineering and Traffic Survey	2
Maximum Speed Limit	3
Prima Facie Speed Limits (CVC 22352)	3
Intermediate Speed Zones	4
Speed Zoning Procedures	4
Definitions	8
Local Street Exceptions (CVC 40802).....	8
Other Considerations.....	8
CVC 22358.3	9
Speed Survey Data - Procedures Used for the Speed Survey Program	9
Roadway Conditions.....	9
Speed Limit Posting.....	10
Collision Data.....	11
Procedures Used for Collision Data Collection	11
Procedures Used for Collision Rate	11
Table 1: Statewide Travel and Collision Rates for California State Highways	11
Table 2: Collision Data Summary	12
Survey Results and Recommendation	15
Table 3: Speed Survey Summary.....	16
General Calming Measures.....	17
Table 4: Survey Speeds Differ from Posted Speed, Limit Must be Increased.....	19
Appendix "A" Spot Speed Survey Data Sheets and Average Daily Traffic Counts	A
Appendix "B" Engineering and Traffic Survey Sheets.....	B
Appendix "C" Collision Data	C
Appendix "D" Traffic Radar Certification.....	D



Certification

I, Amir Farahani, do hereby certify that this engineering and traffic survey (speed zone survey and speed limit study) was performed under my supervision for the City of Huntington Park and is accurate and complete. I certify that I am both experienced in performing studies of this type and duly registered in the State of California as a Professional Civil and Traffic Engineer.

Amir Farahani

Amir Farahani, P.E., T.E.





Summary

This report documents the results of an engineering and traffic survey conducted to update the speed limits of certain streets within the City of Huntington Park arterial, collector, and residential street network. The study will provide recommendations to verify, increase, or decrease posted speed limits within existing city boundaries based on the data and the survey results.

A total of 2 survey locations were selected, and spot speed surveys were conducted by City Traffic Counters (CTC) at 2 locations on Randolph Street in conformance with State law for establishing speed limits. The posted speed for these 2 segments must be increased based on the 85th percentile which exceeds the current posted speed limit and further downward speed adjustments are not legally allowed. All segments were reviewed in detail including traffic volumes, collision history, adjacent land uses, roadway characteristics and field observations.

Background

Statutes within the California Vehicle Code (CVC) require that governmental agencies periodically review and update their posted speed limits. These periodic updates are required for the City's enforcement agency to enforce speed limits with radar. The process involves the review of existing posted speed limits for adequacy in terms of adjacent land use, traffic demands, roadway conditions, continuity of speed limits, collisions, and field surveys of motorist driving patterns (speed survey).

The Huntington Park Police Department performs the City of Huntington Park's enforcement of speed limits on City roadways. The enforcement of speed limits and response to speed-related issues is primarily using radar. Speed enforcement involves routine enforcement throughout the city and selective enforcement at locations where a disproportionate number of traffic collisions have occurred and, on those roadways, where complaints of high-speed vehicles are received.



Engineering and Traffic Survey

The method prescribed by the latest California Vehicle Code and the California Manual of Uniform Traffic Control Devices (CAMUTCD) is performance of an Engineering and Traffic Survey. The definition of an "Engineering and Traffic Survey" is contained in section 627 of the California Vehicle Code and is presented in the shaded box that follows:

Engineering and Traffic Survey

- (a) "Engineering and traffic survey," as used in this code, means a survey of highway and traffic conditions in accordance with methods determined by the Department of Transportation for use by state and local authorities.
- (b) An engineering and traffic survey shall include, among other requirements deemed necessary by the department, consideration of all of the following:
 - (1) Prevailing speeds as determined by traffic engineering measurements.
 - (2) Accident records.
 - (3) Highway, traffic, and roadside conditions not readily apparent to the driver.
- (c) When conducting an engineering and traffic survey, local authorities, in addition to the factors set forth in paragraphs (1) to (3), inclusive, of subdivision (b) may consider all of the following:
 - (1) Residential density, if any of the following conditions exist on the particular portion of highway and the property contiguous thereto, other than a business district:
 - (A) Upon one side of the highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures.
 - (B) Upon both sides of the highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures.
 - (C) The portion of highway is longer than one-quarter of a mile but has the ratio of separate dwelling houses or business structures to the length of the highway described in either subparagraph (A) or (B).
 - (2) Pedestrian and bicyclist safety.

Amended Sec. 1, Ch. 45, Stats. 2000. Effective January 1, 2001.

The California Vehicle Code has set certain regulations regarding the posting and enforcement of speed zones. These regulations generally reflect the viewpoint that speed zoning should be based on traffic conditions and natural driver behavior and not because of an arbitrary response to a traffic event or occurrence. This concept is known as the "Basic Speed Law."

All fifty states of the United States base their speed regulations on the Basic Speed Law. In California CVC 22350 defines the basic speed law as:

Basic Speed Law

22350. No person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property.

Amended Ch. 252, Stats. 1963. Effective September 20, 1963.



This law recognizes that driving conditions vary widely from time-to-time and place-to-place; therefore, no set or fixed driving rules will adequately serve all conditions. The motorists will constantly adjust their driving behavior to fit the conditions they encounter. Drivers must learn to do this with minimum assistance from law enforcement. The Basic Speed Law is founded on the belief that most motorists can modify their driving behavior properly if they are aware of conditions around them.

Several other statutes of the Vehicle Code are also significant in evaluating speed limits. Among these are:

Maximum Speed Limit

CVC 22349 states in California the maximum speed for any passenger vehicle is 65 miles per hour. The Maximum speed for most trucks and for vehicles towing any trailer is 55 miles per hour.

CVC Section 22356 permits a maximum speed limit of 70 MPH on some highways.

Prima Facie Speed Limits (CVC 22352)

All other speed limits are prima facie limits, which, "on the face of it," are reasonable and prudent under normal conditions. A driver may exceed any prima facie limit if it is safe to do so under prevailing conditions. However, when a police officer cites driver for exceeding a prima facie speed limit, it is up to the driver to prove, if he can, that he was driving in a reasonable and prudent manner under the existing conditions. The opportunity given to the driver to exceed a prima facie speed limit when it is safe to do so recognizes the fact that any posted speed limit cannot adequately reflect the many different conditions of traffic, weather, visibility, etc., that may be found on the same highway at different times.

CVC 22352 establishes 15 MPH limit in alleys, blind intersections, and blind railroad crossings and 25 MPH limit in business and residence districts as prima facie limits. There is also a part-time 25 MPH limit in school zones when children are present in route to or from school or adjacent to a senior center.

Business and residence districts are defined in the Vehicle Code as specific areas meeting a specified minimum density of roadside development. CVC Section 235, 240 and 515 define their regulations. A count of houses or active businesses facing on a highway must be made to determine whether a valid business or residence district exists. The law does not require posting of prima facie speed limits when such roadside conditions are readily apparent.

CVC Excerpt Business District

235. A "business district" is that portion of a highway and the property contiguous thereto (a) upon one side of which highway, for a distance of 600 feet, 50 percent or more of the contiguous property fronting thereon is occupied by buildings in use for business, or (b) upon both sides of which highway, collectively, for a distance of 300 feet, 50 percent or more of the contiguous property fronting thereon is so occupied. A business district may be longer than the distances specified in this section if the above ratio of buildings in use for business to the length of the highway exists.

(Enacted by Stats. 1959, Ch. 3.)



CVC Excerpt

Business and Residence Districts: Determination

240. In determining whether a highway is within a business or residence district, the following limitations shall apply and shall qualify the definitions in Sections 235 and 515:

- (a) No building shall be regarded unless its entrance faces the highway and the front of the building is within 75 feet of the roadway.
- (b) Where a highway is physically divided into two or more roadways only those buildings facing each roadway separately shall be regarded for the purpose of determining whether the roadway is within a district.
- (c) All churches, apartments, hotels, multiple dwelling houses, clubs, and public buildings, other than schools, shall be deemed to be business structures.
- (d) A highway or portion of a highway shall not be deemed to be within a district regardless of the number of buildings upon the contiguous property if there is no right of access to the highway by vehicles from the contiguous property.

(Enacted by Stats. 1959, Ch. 3.)

CVC Excerpt

Residence District

515. A "residence district" is that portion of a highway and the property contiguous thereto, other than a business district, (a) upon one side of which highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures, or (b) upon both sides of which highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures. A residence district may be longer than one-quarter of a mile if the above ratio of separate dwelling houses or business structures to the length of the highway exists.

(Enacted by Stats. 1959, Ch. 3.)

Intermediate Speed Zones

State law permits local authorities to lower the maximum speed limit (65 MPH) or to raise the speed limit in business and residence districts (25 MPH) based on a traffic and engineering survey. These "intermediate speed limits" between 25 and 65 MPH must be posted to clearly define the limits of the zone and the prima facie speed established. CVC 22357 authorizes the increase in limits.

These intermediate speed zones are the zones most typically enforced by radar. As a result, a current Engineering and Traffic survey is required to facilitate or justify these zones.

Speed Zoning Procedures

The MUTCD California Edition section 2B.13 Speed Limit Sign (R2-1) specifies a method for providing an Engineering and Traffic survey of speed limits on City and County roadways and Local Streets. It is excerpted as follows:



California MUTCD excerpts PG 136

2014 Edition Revision 6 (March 30, 2021)

Engineering and Traffic Survey (E&TS)

Support:

24 CVC Section 627 defines the term "Engineering and traffic survey" and lists its requirements.

Standard:

25 An engineering and traffic survey (E&TS) shall include, among other requirements deemed necessary by Caltrans, consideration of all of the following:

- A. Prevailing speeds as determined by traffic engineering measurements.**
- B. Collision records.**
- C. Highway, traffic, and roadside conditions not readily apparent to the driver.**

Guidance:

26 The E&TS should contain sufficient information to document that the required three items of CVC Section 627 are provided and that other conditions not readily apparent to a driver are properly identified.

27 Prevailing speeds are determined by a speed zone survey. A speed zone survey should include:

- A. The intent of the speed measurements is to determine the actual speed of unimpeded traffic. The speed of traffic should not be altered by concentrated law enforcement, or other means, just prior to, or while taking the speed measurements.
- B. Only one person is required for the field work. Speeds should be read directly from a radar or other electronic speed measuring devices; or,
- C. Devices, other than radar, capable of accurately distinguishing and measuring the unimpeded speed of free flowing vehicles may be used.
- D. A location should be selected where prevailing speeds are representative of the entire speed zone section. If speeds vary on a given route, more than one speed zone section may be required, with separate measurements for each section. Locations for measurements should be chosen so as to minimize the effects of traffic signals or stop signs.
- E. Speed measurements should be taken during off-peak hours between peak traffic periods on weekdays. If there is difficulty in obtaining the desired quantity, speed measurements may be taken during any period with free flowing traffic.
- F. The weather should be fair (dry pavement) with no unusual conditions prevailing.
- G. The surveyor and equipment should not affect the traffic speeds. For this reason, an unmarked car is recommended, and the radar speed meter located as inconspicuously as possible.
- H. In order for the sample to be representative of the actual traffic flow, the minimum sample should be 100 vehicles in each survey. In no case should the sample contain less than 50 vehicles.
- I. Short speed zones of less than 0.5 miles should be avoided, except in transition areas.
- J. Speed zone changes should be coordinated with changes in roadway conditions or roadside development.
- K. Speed zoning should be in 10 mph increments except in urban areas where 5 mph increments are preferable.
- L. Speed zoning should be coordinated with adjacent jurisdictions.

Note: Section is referencing CA-MUTCD on Page 136.



Support:

- 28 Physical conditions such as width, curvature, grade and surface conditions, or any other condition readily apparent to the driver, in the absence of other factors, would not require special downward speed zoning. Refer to CVC 22358.5.

Option:

- 29 When qualifying an appropriate speed limit, local authorities may also consider all of the following findings:
- A. Residential density, if any of the following conditions exist on the particular portion of highway and the property contiguous thereto, other than a business district:
1. Upon one side of the highway, within 0.25 miles, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures.
 2. Upon both sides of the highway, collectively, within a distance of 0.25 miles the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures.
 3. The portion of highway is larger than 0.25 miles but has the ratio of separate dwelling houses or business structures to the length of the highway described in either subparagraph 1 or 2 above.
- B. Pedestrian and bicyclist safety.
- 30 The following two methods of conducting E&TS may be used to establish speed limits:
1. State Highways - The E&TS for State highways is made under the direction of the Caltrans District Traffic Engineer. The data includes:
 - a. One copy of the Example of Speed Zone Survey Sheet (See Figure 2B-101(CA)) showing:
 - A north arrow
 - Engineer's station or post mileage
 - Limits of the proposed zones
 - Appropriate notations showing type of roadside development, such as "scattered business," "solid residential," etc. Schools adjacent to the highway are shown, but other buildings need not be plotted unless they are a factor in the speed recommendation or the point of termination of a speed zone.
 - Collision rates for the zones involved
 - Average daily traffic volume
 - Location of traffic signals, signs and markings
 - If the highway is divided, the limits of zones for each direction of travel
 - Plotted 85th percentile and pace speeds at location taken showing speed profile.
 - b. A report to the District Director that includes:
 - The reason for the initiation of speed zone survey.
 - Recommendations and supporting reasons.
 - The enforcement jurisdictions involved and the recommendations and opinions of those officials.
 - The stationing or reference post in mileage at the beginning and ending of each proposed zone and any intermediate equations. Location ties must be given to readily identifiable physical features.
 2. City and County Through Highways, Arterials, Collector Roads and Local Streets.
 - a. The short method of speed zoning is based on the premise that a reasonable speed limit is one that

Note: Section is referencing CA-MUTCD on Page 136-137.



Conforms to the actual behavior of the majority of motorists, and that by measuring motorists' speeds, one will be able to select a speed limit that is both reasonable and effective. Other factors that need to be considered include but are not limited to: the most recent two-year collision record, roadway design speed, safe stopping sight distance, superelevation, shoulder conditions, profile conditions, intersection spacing and offsets, commercial driveway characteristics, and pedestrian traffic in the roadway without sidewalks.

b. Determination of Existing Speed Limits – Figure 2B-103(CA) & 2B-104(CA) show examples of data sheets which may be used to record speed observations. Specific types of vehicles may be tallied by use of letter symbols in appropriate squares.

31. In most situations, the short form for local streets and roads will be adequate; however, the procedure used on State highways may be used at the option of the local agency.

Guidance

32. The factors justifying a reduction below the 85th percentile speed for the posted speed limit are the same factors mentioned above. Whenever such factors are considered to establish the speed limit, they should be documented on the speed zone survey or the accompanying engineering report.

33. The establishment of a speed limit of more than 5 mph below the 85th percentile speed should be done with great care as studies have shown that establishing a speed limit at less than the 85th percentile generally results in an increase in collision rates; in addition, this may make violators of a disproportionate number of the reasonable majority of drivers.

Support:

34. Generally, the most decisive evidence of conditions not really apparent to the driver surfaces in collision histories

35. Speed limits are established at or near the 85th percentile speed, which is defined as that speed at or below which 85th percent of the traffic is moving. The 85th percentile speed is often referred to as the critical speed. Pace speed is defined as the 10 mph increment of speed containing the largest number of vehicles (See Figure 2B-102(CA)). The lower limit of the pace is plotted on the Speed Zone Survey Sheets as an aid in determining the proper zone limits. Speed limits higher than the 85th percentile are not generally considered reasonable and prudent. Speed limits below the 85th percentile do not ordinarily facilitate the orderly movement of traffic and require constant enforcement to maintain compliance. Speed limits established on the basis of the 85th percentile conform to the consensus of those who drive highways as to what speed is reasonable and prudent and are not dependent on the judgment of one or a few individuals.

36. The majority of drivers comply with the basic speed law. Speed limits set at or near the 85th percentile speed provide law enforcement officers with a limit to cite drivers who will not conform to what the majority considers reasonable and prudent. Further studies show that establishing a speed limit at less than the 85th percentile (Critical Speed) generally results in an increase in collision rates.

Option:

37. When roadside development results in traffic conflicts and unusual conditions which are not readily apparent to drivers, as indicated in collision records, speed limits somewhat below the 85th percentile may be justified. Concurrence and support of enforcement officials are necessary for the successful operation of a restricted speed zone.

Guidance:

38. Speed zones of less than 0.5 miles and short transition zones should be avoided.

Note: Section is referencing CA-MUTCD on Page 137-138.



Definitions

Percentile Speeds – The percentile speed is a speed at or below which that percentage of the total sample is traveling.

50th Percentile – The median speed

85th Percentile – The critical speed is the 85th percentile. Motorists exceeding the 85th percentile speed are generally considered to be driving faster than is safe under prevailing conditions. This percentile may serve as the guide for establishing the posted speed limit.

Pace – The pace is the 10 MPH range of speeds containing the largest number of observations. This can usually be determined by visual inspection of the Vehicle Speed Survey Sheet. After determining the pace, it is useful to compute the percentage of vehicles in the pace, the percentage over the pace and the percentage under the pace. A normal speed distribution will contain approximately 70% of the sample within the pace with 15% above and 15% below.

Collision Rate – Collision rates are calculated for each roadway segment surveyed and are summarized. Rates are calculated based on collisions per million vehicles miles of travel on that segment of roadway. This analysis has utilized the expected collision rates published by Caltrans in the “2010 Collision Data on California State Highways” publication. Los Angeles County guidelines classify as excessive any collision rate that exceeds 1.6 times the County expected rate. If the City mid-block collision rates are more than 1.6 times the County expected rate, a 5 MPH reduction of speed limit may be justified.

Local Street Exceptions (CVC 40802)

Many streets are designated as “Local” streets per CVC 40802(2)(b). The speed limit for these streets do not require special jurisdictions. The code is as follows:

For purposes of this section, a local street or road is one that is functionally classified as “local” on the “California Road System Maps,” that are approved by the Federal Highway Administration and maintained by the Department of Transportation. When a street or road does not appear on the “California Road System Maps,” it may be defined as a “local street or road” if it primarily provides access to abutting residential property and meets the following three conditions:

1. Roadway width of not more than 40 feet.
2. Not more than one-half of a mile of uninterrupted length. Interruptions shall include official traffic control signals as defined in Section 445.
3. Not more than one traffic lane in each direction.

Other Considerations

Every street should be inspected for unusual traffic, roadway, and roadside conditions not readily apparent to a motorist. A check should be made of the adequacy of traffic control devices, roadway alignment, width, surface condition, collision history, and any unique traffic hazards that may exist. Any of these conditions may warrant the selection of a speed lower than the 85th percentile speed for speed zoning.

The 25-mile per hour prima facie limit in residence districts may not be reduced except on narrow streets as authorized by Section 22358.3 of the vehicle Code.



CVC 22358.3

Whenever a local authority determines upon the basis of an engineering and traffic survey that the prima facie speed limit of 25 miles per hour in a business or residence district or in a public park on any street having a roadway not exceeding 25 feet in width, other than a state highway, is more than reasonable or safe, the local authority may, by ordinance or resolution, determine and declare a prima facie speed limit of 20 or 15 miles per hour, whichever is found most appropriate and is reasonable and safe. The declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon the street.

Speed Survey Data - Procedures Used for the Speed Survey Program

To identify the speed characteristics of vehicular traffic on the street system in Huntington Park, a spot speed survey program was performed. Locations were selected on arterial, collector, and residential streets, as designated by the City of Huntington Park. Sufficient spot speed survey locations were selected to obtain a speed profile on each roadway.

CTC accomplished the spot speed survey data and average daily traffic (ADT) collection. The summary of the spot speed data and ADT counts are shown in Appendix "A". In order to ensure the creditability of vehicular speed analysis, the following guidelines were adhered to in the spot speed survey field data collection:

1. It was imperative that drivers may not be influenced to slow down by the presence of the speed survey vehicle, the equipment, or the personnel. The survey vehicle and equipment were unmarked, and emphasis was placed on locating them in an inconspicuous location.
2. Measurements were made at sufficient distance from intersections where signals or other control devices could affect normal operating speeds.
3. Measurements were not taken at locations where geometric, or roadway factors exist that could cause drivers to slow down from normal speeds. Such factors were sharp horizontal or vertical curve, poor pavement surface, roadway construction, etc.
4. The data was recorded on the "Radar Speed Meter – Data and Analysis Forms."
5. The Vehicles were selected on a random basis. The samples are representative and do not include unusually high or low proportions of "speeders," sports cars, trucks, etc.
6. The sample size is large enough to form a bell-shaped curve. This normally requires 50 or more observations for each location, depending on the size and use of the streets.
7. The traffic conditions during the period of measurement were representative of normal traffic conditions.

The speed measured is established during non-peak hour to represent motorists speed during free flow. The 85th percentile shall represent the motorists speed during free flow movement and normal traffic conditions.

Roadway Conditions

Field reviews of the roadways in the City of Huntington Park were conducted and incorporated into the final recommended speed limits. These are pertinent roadway characteristics,



surrounding land uses, and other factors that could have a bearing on the establishment of speed zones.

For this study, each roadway was divided into study sections. All data was then correlated and reviewed and summarized in Appendix "B."

Speed Limit Posting

Speed limit signing should be installed in conformance with the California MUTCD. All speed limit signs must be reflective and conform to the current standards of the State of California, Department of Transportation. The following policies are recommended by the California MUTCD, for the placement of speed limit signs.

Section 2B.13 Speed Limit Sign (R2-1)

Standard:

03 Speed Limit (R2-1) signs, indicating speed limits for which posting is required by law, shall be located at the points of change from one speed limit to another.

04 At the downstream end of the section to which a speed limit applies, a Speed Limit sign showing the next speed limit shall be installed. Additional Speed Limit signs shall be installed beyond major intersections and at other locations where it is necessary to remind road users of the speed limit that is applicable.

- Speed limit signs should be located at the beginning of all restricted speed zones.
- Speed limit signs should be posted on street entrances to the City approximately 200 to 400 feet beyond the City entrance sign, no matter what the speed limit is.
- Speed limit signs should be installed approximately 200 feet, but not more than 500 feet beyond major intersections.
- Speed limit signs should be posted so that distance between speed limit signs will be approximately one mile.
- Streets with speed prima facie limits of 25 MPH need not be posted with speed limit signs, unless the streets are arterials or may appear to the driver to be arterials, and engineering and traffic investigation indicates that speed limit signing for a 25 MPH is required.
- A speed limit sign should not be installed within 500 feet in advance of or within a curve or turn, which has been posted with a curve or a turn warning sign.
- Pavement markings are not required but may be used in conjunction with postings.



Collision Data

Procedures Used for Collision Data Collection

The data collection for collisions for each roadway segment was selected from the Statewide Integrated Traffic Records System (SWITRS) annual collision report for a duration of a three-year period. Supporting documentation is presented within Appendix "C."

Procedures Used for Collision Rate

The collision rate is expressed in collision per million vehicle miles (MVM) and is calculated using the following formula:

$$\text{Collision Rate (Collisions/MVM)} = \frac{\text{No. of Collisions} \times 1,000,000}{\text{ADT} \times \text{Distance} \times \text{No. of Days}}$$

No. of collision = Number of collisions during the selected SWITRS survey period
(3 years) for the segment in both directions

1,000,000 = Conversion factor for Million-Vehicle-Miles (MVM) Traveled

ADT (veh/day) = Average Daily Traffic for the segment in both directions

Distance (miles) = Roadway segment distance traveled by a vehicle

No. of Days = Number of days during the selected SWITRS sample period (3 years
= 1,095)

To evaluate the collision pattern of each street segment, the calculated rates were compared to the expected collision rates provided from Caltrans in Table 1. The number of collisions, expected collision rates, and calculated collision rates are summarized in Table 2.

Table 1: Statewide Travel and Collision Rates for California State Highways

Roadway Type: Urban	Expected Collision Rate*
2 and 3 Lanes	0.96
4 Lane (Divided)	1.19
4 Lane (Undivided)	1.13
6 Lane (Divided)	1.18
6 Lane (Undivided)	1.28

*Source: 2018 collision data on California state highways
published by California Department of Transportation



Table 2: Collision Data Summary

No.	Street	Segment	Class	Length in Miles	ADT	Number of Collisions	Expected Collision Rate	Calculated Collision Rate
1	Randolph St.	Alameda St. to Santa Fe Ave.	Collector	0.37	3529	0	0.96	0
2	Randolph St.	Santa Fe Ave. to Alameda St.	Collector	0.37	3634	0	0.96	0



Survey Results and Recommendation

The adopted and approved recommended speed limits from the previous engineering and traffic survey completed in 2019 are considered the existing posted speed limits. An analysis shall be conducted to whether maintain, decrease, or increase the existing posted speed limits.

The results of the surveys and findings as found in the "Study" are summarized in Tables 3 and 4. Supporting documentation is presented within Appendix "B." Descriptions of the recommendations for speed adjustment are indicated below:

1. **Table 3 (SUMMARY)** presents a summary of all locations surveyed and subsequent speed posting recommendations.
2. **Table 4 (INCREASED)** summarizes locations where speeds must be increased based on the 85th percentile exceeds current posted speed limit and further downward speed adjustments are not legally allowed.

Once the city council adopts and approves the new recommended speed limit by resolution, it shall take an inventory of the existing posted speed limits at each segment and update accordingly. All segments missing or have an incorrect posted speed limit sign shall be updated and adjusted to have the new recommended speed limits.

The radar equipment used was properly tested as shown in Appendix "D." It is certified to the National Highway and Traffic Safety Administration (NHTSA)/specifications and to the International Association of Chiefs of Police (IACP) critical performance standards.



Table 3: Speed Survey Summary

No.	Street	Segment	Length in Miles	ADT	85th Percentile (mph)	Posted Speed Limit	Recom'd Speed Limit	Result
1	E Randolph St.	Alameda St. to Santa Fe Ave.	0.37	3529	34	25	30	INCREASED
2	W Randolph St.	Santa Fe Ave. to Alameda St.	0.37	3634	35	25	30	INCREASED



General Calming Measures

Reducing the 85th percentile speed may be accomplished by implementing calming measures that reduce the speed of the motorists. There are a wide variety of calming measures that can be implemented on a segment to reduce the 85th percentile speed. Some examples of calming measures are curb extensions, chicanes, roundabouts, traffic circles, raised median, diverters, radar speed feedback signs, and speed humps. However, it should be noted that a calming measure may only be recommended and placed after a thorough investigation of the current geometric conditions and analyzing the level of service (LOS) of each segment by the engineer. As a result, a separate study must be implemented for each segment to warrant a specific calming measure to be placed

California Manual for Setting Speed Limits (Revised February 2020)

When a speed limit is to be posted, it shall be established at the nearest 5 mph increment to the 85th percentile speed of free-flowing traffic, rounding as standard mathematics directs. Under some circumstances the posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed. If a 5 mph reduction is justified, the E&TS shall document in writing the conditions and justification for the lower speed limit and be approved by a registered Civil or Traffic Engineer. The reasons for the lower speed limit shall be in compliance with CVC Section 22358.

CVC 21400 allows for setting the speed limit at the 5 mph increment below the 85th percentile even if mathematical rounding would require the speed to be posted above the 85th percentile. If this option is used, then the additional 5 mph reduction cannot be used. In effect, this law allows an engineer to round down to the nearest increment of the 85th instead of up. The engineer cannot then take a further reduction.



Table 4: Survey Speeds Differ from Posted Speed, Limit Must be Increased

No.	Street	Segment	Length in Miles	ADT	85th Percentile (mph)	Posted Speed Limit	Recom'd Speed Limit	Result	Justification
1	E Randolph St.	Alameda St. to Santa Fe Ave.	0.37	3529	34	25	30	INCREASED	Numerous driveways and on-street parking justify rounding down the 85th percentile speed.
2	W Randolph St.	Santa Fe Ave. to Alameda St.	0.37	3634	35	25	30	INCREASED	Numerous driveways and on-street parking justify reduction of the 85th percentile speed by 5 MPH.

Note: The U.S. Department of Transportation Federal Highway Administration has determined that placing speed limits below the 85th percentile speed does not reduce vehicle speeds or accidents. While reaching their destination at the shortest possible time, the motorists select a speed to avoid endangering themselves, others, and their property. This speed traveled by the motorists is determined by the geometric conditions of the roadway.



Appendix "A"
Spot Speed Survey Data Sheets and Average Daily Traffic Counts

CITY OF HUNTINGTON PARK

FOR ROADWAY: RANDOLPH STREET (SOUTH OF RR TRACKS)

DATE: 08/02/22 DAY: Tuesday TIME PERIOD: 9:44AM TO 10:24AM

SPEED (MPH)	TOTAL VEHICLES SURVEYED		TOTAL VEHICLES	
	EASTBOUND+WESTBOUND	EB	WB	
65		0	0	0
64		0	0	0
63		0	0	0
62		0	0	0
61		0	0	0
60		0	0	0
59		0	0	0
58		0	0	0
57		0	0	0
56		0	0	0
55		0	0	0
54		0	0	0
53		0	0	0
52		0	0	0
51		0	0	0
50		0	0	0
49		0	0	0
48		0	0	0
47		0	0	0
46		0	0	0
45	X	1	0	1
44		0	0	0
43		0	0	0
42		0	0	0
41		0	0	0
40	X	3	0	3
39	X	0	0	0
38	X	3	0	3
37	X	4	0	4
36		0	0	0
35	X	3	0	3
34	X	4	0	4
33	X	7	0	7
32	X	6	0	6
31	X	9	0	9
30	X	7	0	7
29	X	5	0	5
28	X	11	0	11
27	X	10	0	10
26	X	6	0	6
25	X	5	0	5
24	X	2	0	2
23	X	2	0	2
22	X	1	0	1
21		0	0	0
20	X	2	0	2
19		0	0	0
18	X	1	0	1
17	X	4	0	4
16	X	3	0	3
15	X	1	0	1
		100	0	100

LIMITS (BTN): ALAMEDA ST AND SANTA FE AVE

OBSERVATION POINT: 2070 RANDOLPH ST

POSTED SPEED LIMIT: 25 MPH OBSERVER: CARLOS

COMMENTS:

WEATHER: SUNNY

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

EASTBOUND WESTBOUND EASTBOUND+WESTBOUND

85TH %:	34	N/A	34	M.P.H.
50TH %:	29	N/A	29	M.P.H.
15TH %:	24	N/A	24	M.P.H.
10 MPH PACE:	25 - 34	N/A	25 - 34	M.P.H.
% IN PACE:	70%	N/A	70%	
% OVER PACE:	14%	N/A	14%	
% UNDER PACE:	16%	N/A	16%	
ARITHMETIC MEAN:	29	N/A	29	M.P.H.
SAMPLE VARIANCE:	35	N/A	35	
STANDARD DEVIATION:	6	N/A	6	M.P.H.
VARIANCE OF THE MEAN:	0.35	N/A	0.35	
STD. ERROR OF THE MEAN:	0.59	N/A	0.59	M.P.H.

CITY OF HUNTINGTON PARK

FOR ROADWAY: RANDOLPH STREET (NORTH OF RR TRACKS)

DATE: 08/02/22 DAY: Tuesday TIME PERIOD: 9:00AM TO 9:41AM

SPEED (MPH)	TOTAL VEHICLES SURVEYED			TOTAL VEHICLES
	EASTBOUND+WESTBOUND			
	EB	WB		
65		0	0	0
64		0	0	0
63		0	0	0
62		0	0	0
61		0	0	0
60		0	0	0
59		0	0	0
58		0	0	0
57		0	0	0
56		0	0	0
55		0	0	0
54		0	0	0
53		0	0	0
52		0	0	0
51		0	0	0
50		0	0	0
49		0	0	0
48		0	0	0
47		0	0	0
46		0	0	0
45		0	0	0
44		0	0	0
43		0	0	0
42	X	0	0	1
41	X	0	0	1
40	X	0	0	1
39	X	0	0	1
38	X	0	0	1
37	X	0	0	1
36	X	0	0	1
35	X	0	0	1
34	X	0	0	1
33	X	0	0	1
32	X	0	0	1
31	X	0	0	1
30	X	0	0	1
29	X	0	0	1
28	X	0	0	1
27	X	0	0	1
26	X	0	0	1
25	X	0	0	1
24	X	0	0	1
23	X	0	0	1
22	X	0	0	1
21	X	0	0	1
20	X	0	0	1
19	X	0	0	1
18	X	0	0	1
17	X	0	0	1
16	X	0	0	1
15	X	0	0	1

LIMITS (BTN): ALAMEDA ST AND SANTA FE AVE

OBSERVATION POINT: 2055 RANDOLPH ST

POSTED SPEED LIMIT: 25 MPH

OBSERVER: CARLOS

COMMENTS:

WEATHER: SUNNY

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

EASTBOUND WESTBOUND EASTBOUND+WESTBOUND

85TH %: N/A 35 35 M.P.H.

50TH %: N/A 31 31 M.P.H.

15TH %: N/A 24 24 M.P.H.

10 MPH PACE: N/A 26 - 35 26 - 35 M.P.H.

% IN PACE: N/A 64% 64%

% OVER PACE: N/A 15% 15%

% UNDER PACE: N/A 21% 21%

ARITHMETIC MEAN: N/A 30 30 M.P.H.

SAMPLE VARIANCE: N/A 39 39

STANDARD DEVIATION: N/A 6 6 M.P.H.

VARIANCE OF THE MEAN: N/A 0.39 0.39

STD. ERROR OF THE MEAN: N/A 0.63 0.63 M.P.H.

Randolph Street South
Btwn Alameda Street & Santa Fe Avenue

Start Time	02-Aug-22 Tue	East		Hour Totals	
		Morning	Afternoon	Morning	Afternoon
12:00		7	62		
12:15		4	51		
12:30		2	56		
12:45		5	63	18	232
01:00		3	56		
01:15		6	54		
01:30		6	59		
01:45		3	72	18	241
02:00		3	46		
02:15		5	44		
02:30		1	57		
02:45		2	70	11	217
03:00		3	74		
03:15		3	67		
03:30		4	84		
03:45		3	114	13	339
04:00		5	114		
04:15		4	99		
04:30		3	75		
04:45		7	86	19	374
05:00		6	90		
05:15		19	96		
05:30		16	73		
05:45		22	85	63	344
06:00		18	76		
06:15		22	54		
06:30		37	63		
06:45		50	37	127	230
07:00		49	41		
07:15		40	41		
07:30		51	45		
07:45		40	33	180	160
08:00		40	27		
08:15		54	24		
08:30		42	19		
08:45		42	16	178	86
09:00		43	16		
09:15		43	17		
09:30		39	15		
09:45		42	12	167	60
10:00		40	11		
10:15		40	15		
10:30		50	10		
10:45		58	4	188	40
11:00		41	6		
11:15		45	8		
11:30		53	17		
11:45		48	6	187	37
Total		1169	2360		
Percent		33.1%	66.9%		
Grand Total		1169	2360		
Percent		33.1%	66.9%		
ADT		ADT 3,529		AADT 3,529	

Start Time	02-Aug-22 Tue	Morning	West	Afternoon	Hour Totals	
					Morning	Afternoon
12:00			4	47		
12:15			4	47		
12:30			4	54		
12:45			2	54	14	202
01:00			5	57		
01:15			3	50		
01:30			9	66		
01:45			1	59	18	232
02:00			5	54		
02:15			1	53		
02:30			3	63		
02:45			4	81	13	251
03:00			1	88		
03:15			0	71		
03:30			2	89		
03:45			5	80	8	328
04:00			4	84		
04:15			3	76		
04:30			7	65		
04:45			9	92	23	317
05:00			6	82		
05:15			13	70		
05:30			23	77		
05:45			30	64	72	293
06:00			41	72		
06:15			34	57		
06:30			32	45		
06:45			51	36	158	210
07:00			68	50		
07:15			45	43		
07:30			63	42		
07:45			56	38	232	173
08:00			68	46		
08:15			47	31		
08:30			55	38		
08:45			47	36	217	151
09:00			31	32		
09:15			45	33		
09:30			34	27		
09:45			43	24	153	116
10:00			49	21		
10:15			36	22		
10:30			34	16		
10:45			42	21	161	80
11:00			49	15		
11:15			35	12		
11:30			41	10		
11:45			39	11	164	48
Total			1233	2401		
Percent			33.9%	66.1%		
Grand Total			1233	2401		
Percent			33.9%	66.1%		
ADT			ADT 3,634			AADT 3,634



Appendix "B"

Engineering and Traffic Survey Sheets

Engineering and Traffic Survey

(CVC Section 627)

Street: **EB Randolph St (South of RR Tracks)**

Segment #: **1**

Segment: **Alameda St to Santa Fe Ave**

Prepared By: Jennifer Santillan

Checked By: Amir Farhani, P.E., T.E.

PART I: Prevailing Speed Measurement

	Eastbound	Westbound	Combined
Date of Survey:	8/2/2022	8/2/2022	8/2/2022
50th Percentile Speed:	29		29
85th Percentile Speed:	34		34
10 MPH Pace (Minimum):	34		34
Percent in Pace:	70		70
Posted Speed Limit	25		

PART II: Collision Records

Time Period Covered:	7/1/2019 through 7/1/2022		
Number of Months Observed:	36		
Intersection Collisions:	8	Mid-Block Collision Rate Per Million Vehicle Miles:	1.39
Mid-Block Collisions:	2	Expected Mid-Block Collision Rate:	1.19

PART III: Highway, Traffic and Roadside Characteristics

	Eastbound	Westbound
Date of Observation:	8/9/2022	
Average Daily Traffic (ADT):	3,529	
Lane Configuration:	4-Lane Divided	
Traffic Controls:	Signals at Alameda St and Santa Fe Ave. One-way stop control at T-intersections Cottage St and Marbrisa Ave. Two-way stop control at Albany St.	
Uncontrolled Crosswalks:	Yes	
Pedestrian/Bicycles:	No	No
Truck Traffic:	No	No
On-Street Parking:	Yes	No
Length of Segment (Miles):	0.4	
Verticle Curves:	No	
Horizontal Curves:	No	
Lateral Visibility:	Fair	
Sidewalks:	Yes	No
Driveways:	Yes	No
Street Lighting:	Yes	No
Adjacent Land Use:	Residential/Industrial	

PART IV: Additional Remarks

PART V: Recommended Speed Limit **30** **MPH.** **Justification Listed Below** **Result** **INCREASED**

Numerous driveways and on-street parking justify rounding down the 85th percentile speed.

Engineering and Traffic Survey

(CVC Section 627)

Street: **WB Randolph St (North of RR Tracks)**

Segment #: **2**

Segment: **Alameda St to Santa Fe Ave**

Prepared By: **Jennifer Santillan**

Checked By: **Amir Farhani, P.E., T.E.**

PART I: Prevailing Speed Measurement

	Eastbound	Westbound	Combined
Date of Survey:	8/2/2022	8/2/2022	8/2/2022
50th Percentile Speed:		31	31
85th Percentile Speed:		35	35
10 MPH Pace (Minimum):		35	35
Percent in Pace:		64	64
Posted Speed Limit		25	

PART II: Collision Records

Time Period Covered:	7/1/2019 through 7/1/2022		
Number of Months Observed:	36		
Intersection Collisions:	8	Mid-Block Collision Rate Per Million Vehicle Miles:	2.04
Mid-Block Collisions:	3	Expected Mid-Block Collision Rate:	1.19

PART III: Highway, Traffic and Roadside Characteristics

	Eastbound	Westbound
Date of Observation:	8/9/2022	
Average Daily Traffic (ADT):	3,634	
Lane Configuration:	4-Lane Divided	
Traffic Controls:	Signals at Alameda St and Santa Fe Ave. One-way stop control at T-intersection Regent St. Two-way stop control at Albany St.	
Uncontrolled Crosswalks:	Yes	
Pedestrian/Bicycles:	No	No
Truck Traffic:	No	No
On-Street Parking:	No	Yes
Length of Segment (Miles):	0.4	
Verticle Curves:	No	
Horizontal Curves:	No	
Lateral Visibility:	Fair	
Sidewalks:	No	Yes
Driveways:	No	Yes
Street Lighting:	No	Yes
Adjacent Land Use:	Industrial	

PART IV: Additional Remarks

PART V: Recommended Speed Limit 30 MPH. Justification Listed Below Result **INCREASED**

Numerous driveways and on-street parking justify reduction of the 85th percentile speed by 5 MPH.



Appendix "C"

Collision Data



City of Huntington Park

Report Printed on:
8/11/2022

SWITRS Intersection versus Mid-Block Summary

Accidents Reported Between 7/1/2019 and 7/1/2022

Based on information reported by the State Wide Integrated Traffic Reporting System.

Intersection	Grand Total	Int. Total	Mid Block Collisions				
			Mid Total	North	South	East	West
37TH ST and SANTA FE AV	1		1			1	
37TH ST and SOTO ST	1		1				1
52ND ST and MALABAR ST	1	1	0				
53RD ST and MALABAR ST	1		1				1
53RD ST and PACIFIC BL	1		1			1	
55TH ST and PACIFIC BL	3		3			2	1
57TH ST and MALABAR ST	1		1			1	
58TH ST and MALABAR ST	1		1			1	
58TH ST and SEVILLE AV	1		1			1	
59TH PL and MAYWOOD AV	1		1			1	
60TH PL and MAYWOOD AV	1		1			1	
60TH PL and STATE ST	2		2			1	1
60TH ST and EVERETT AV	3		3				3
60TH ST and GIFFORD	1	1	0				
60TH ST and GIFFORD AV	1	1	0				
60TH ST and MAYWOOD AV	3		3			3	
60TH ST and OTIS AV	1		1			1	
61ST ST and ARBUTUS AV	1		1				1
61ST ST and CARMELITA AV	2		2			1	1
61ST ST and OTIS AV	1		1			1	
61ST ST and RIVERSIDE AV	1		1			1	
61ST ST and STATE ST	2		2				2
65TH ST and ALAMEDA ST	2		2				2
65TH ST and HOLMES AV	1		1				1
ADAMS AV and ALABAMA ST	1	1	0				
ADAMS AV and BUSHARD ST	1		1				1
ALAMEDA ST and 64TH ST	5	2	3	1	1	1	
ALAMEDA ST and 67TH ST	3	2	1			1	
ALAMEDA ST and ALAMEDA ST 6330	1		1			1	
ALAMEDA ST and FLORENCE AV	1		1	1			
ALAMEDA ST and GAGE AV	9	5	4	1	3		
ALAMEDA ST and HAWKINS CIR	3	1	2	1		1	
ALAMEDA ST and RANDOLPH AV	1	1	0				
ALAMEDA ST and RANDOLPH ST	12	7	5	2	3		
ALAMEDA ST and SATURN AV	1		1			1	
ALAMEDA ST and SLAUSON AV	7	3	4	1	3		
ALAMEDA ST and ZOE AV	3	1	2	1	1		

Intersection	Mid Block Collisions						
	Grand Total	Int. Total	Mid Total	North	South	East	West
ALBANY ST and ALBANY ST 6141	1	1	0				
ALBANY ST and FLORENCE AV	1	1	0				
ALY N GAGE AV and ARBUTUS AV	1		1				1
ARBUTUS AV and FLORENCE AV	1		1	1			
ARBUTUS AV and GAGE AV	2		2	1	1		
ARBUTUS AV and RANDOLPH ST	2	1	1	1			
ARBUTUS AV and SATURN AV	1	1	0				
BELGRAVE AV and OAK ST	1		1			1	
BELGRAVE AV and PACIFIC BL	3		3			2	1
BELGRAVE AV and SEVILLE AV	1		1			1	
BELGRAVE AV and STAFFORD	1		1				1
BELL AV and GIFFORD AV	1		1				1
BENSON ST and GAGE AV	1		1	1			
BISSELL ST and BENEDICT WY	1	1	0				
BISSELL ST and GAGE AV	2		2	2			
BOYLE AV and 61ST ST	1		1	1			
BROADWAY AV and CALIFORNIA AV	3		3			2	1
BROADWAY AV and SALT LAKE AV	3		3			1	2
BROADWAY AV and STATE ST	2	1	1			1	
CALIFORNIA AV and BROADWAY AV	5	2	3		3		
CALIFORNIA AV and CALIFORNIA ST	1		1			1	
CALIFORNIA AV and CUDAHY ST	2		2	1	1		
CALIFORNIA AV and FLORENCE AV	4	1	3		2		1
CALIFORNIA AV and GRAND AV	2		2	2			
CALIFORNIA AV and HILL ST	1		1	1			
CALIFORNIA AV and HOPE ST	1	1	0				
CALIFORNIA AV and SANTA ANA ST	4	3	1	1			
CALIFORNIA AV and WALNUT ST	2	2	0				
CALIFORNIA ST and CALIFORNIA AV	1		1				1
CALIFORNIA ST and STATE ST	2		2			2	
CARMELITA AV and 61ST ST	1		1		1		
CEDAR ST and CEDAR ST 6334	1	1	0				
CEDAR ST and GAGE AV	1		1	1			
CEDAR ST and RANDOLPH ST	1		1		1		
CEDAR ST and SATURN AV	2		2	2			
CLARENDON AV and CLARENDON AV 2462	1		1				1
CLARENDON AV and GENTRY ST	1		1				1
CLARENDON AV and MALABAR ST	1		1				1
CLARENDON AV and MIDDLETON ST	1		1				1
CLARENDON AV and MILES AV	1		1			1	
CLARENDON AV and PACIFIC BL	1		1				1
CLARENDON AV and PASSAIC ST	1		1			1	
CLARENDON AV and RITA AV	2		2			1	1
CLARENDON AV and WEST ALLEY OF PACIFIC B	1		1				1

Intersection	Grand Total	Int. Total	Mid Block Collisions				
			Mid Total	North	South	East	West
CORONA AV and 61ST ST	1	1	0				
COTTAGE ST and CLARENDON AV	1		1	1			
COTTAGE ST and GAGE AV	2		2	1	1		
COTTAGE ST and RANDOLPH ST	2		2		2		
CUDAHY ST and OTIS AV	1		1				1
CUDAHY ST and SOUTHGATE AV	1		1			1	
CUDAHY ST and STATE ST	1		1			1	
DEARBORN AV and FIRESTONE BL	1	1	0				
EVERETT AV and 59TH PL	1		1		1		
FIRESTONE BL and SAN GABRIEL AV	1		1				1
FISHBURN AV and 60TH ST	1		1				1
FISHBURN AV and 61ST ST	1	1	0				
FISHBURN AV and SLAUSON AV	1	1	0				
FLORA AV and PLASKA AV	1		1				1
FLORA AV and STATE ST	1		1				1
FLORENCE AV and ALAMEDA ST	6	4	2				2
FLORENCE AV and ALBANY ST	5		5			1	4
FLORENCE AV and ARBUTUS AV	4	1	3				3
FLORENCE AV and BEAR AV W	1		1				1
FLORENCE AV and BENSON ST	1		1				1
FLORENCE AV and BISSELL ST	3		3			2	1
FLORENCE AV and CALIFORNIA AV	6	4	2				2
FLORENCE AV and CALIFORNIA AV E	1	1	0				
FLORENCE AV and CEDAR ST	4	2	2			2	
FLORENCE AV and CONVERSE AV	1		1			1	
FLORENCE AV and FLORENCE AV 3028	1		1			1	
FLORENCE AV and MALABAR ST	5	1	4			2	2
FLORENCE AV and MARBRISA AV	5		5			4	1
FLORENCE AV and MARCONI ST	4	2	2			1	1
FLORENCE AV and MIDDLETON ST	2		2			2	
FLORENCE AV and MILES AV	4	1	3			3	
FLORENCE AV and MISSION PL	3	1	2			1	1
FLORENCE AV and MOUNTAIN VIEW AV	13	7	6			4	2
FLORENCE AV and MOUNTAIN VIEW AVE	1	1	0				
FLORENCE AV and NEWELL ST	5		5			5	
FLORENCE AV and PACIFIC BL	4	1	3			3	
FLORENCE AV and PASSAIC ST	1		1			1	
FLORENCE AV and PLASKA AV	2	1	1			1	
FLORENCE AV and RITA AV	7		7			1	6
FLORENCE AV and RUGBY AV	4		4			1	3
FLORENCE AV and SALT LAKE AV	7	3	4	1		2	1
FLORENCE AV and SANTA FE AV	10	5	5		1	3	1
FLORENCE AV and SEVILLE AV	5	3	2			2	
FLORENCE AV and STAFFORD AV	4	1	3			1	2

Intersection	Mid Block Collisions						
	Grand Total	Int. Total	Mid Total	North	South	East	West
FLORENCE AV and STATE ST	12	3	9			8	1
FLORENCE AV and TEMPLETON ST	2		2				2
FLORENCE AV and WILMINGTON AV	1		1				1
FLORENCE AV and WILSON AV	3		3			3	
FLORENCE AVE and CALIFORNIA AVE	1		1				1
FORD LN and ZOE AV	1	1	0				
GAGE and MIDDLETON ST	1	1	0				
GAGE AV and ALAMEDA ST	13	7	6			1	5
GAGE AV and ALBANY ST	6	3	3			3	
GAGE AV and ARBUTUS AV	3	1	2				2
GAGE AV and BENSON ST	2	1	1			1	
GAGE AV and BISSELL ST	5	3	2			2	
GAGE AV and CEDAR ST	5	1	4			1	3
GAGE AV and COTTAGE ST	8	4	4			3	1
GAGE AV and GENTRY ST	3		3				3
GAGE AV and HOLLENBECK ST	1		1				1
GAGE AV and HOOD AV	4	3	1				1
GAGE AV and MALABAR ST	8	6	2			2	
GAGE AV and MARBRISA AV	1		1			1	
GAGE AV and MARCONI ST	3	1	2			1	1
GAGE AV and MIDDLETON ST	7	4	3			2	1
GAGE AV and MILES AV	10	7	3			2	1
GAGE AV and NEWELL ST	5	1	4			1	3
GAGE AV and PACIFIC BL	10	9	1			1	
GAGE AV and PASSAIC ST	4	1	3			1	2
GAGE AV and PLASKA AV	1	1	0				
GAGE AV and REGENT ST	5	1	4			3	1
GAGE AV and RITA AV	2		2			1	1
GAGE AV and RUGBY AV	8	3	5	1		1	3
GAGE AV and S ALAMEDA ST	1		1			1	
GAGE AV and SALT LAKE AV	4	1	3			2	1
GAGE AV and SANTA FE AV	14	9	5			3	2
GAGE AV and SEVILLE AV	4	3	1			1	
GAGE AV and STAFFORD AV	3	2	1				1
GAGE AV and STATE ST	15	9	6			3	3
GAGE AV and TEMPLETON ST	2	1	1				1
GAGE AV and WILMINGTON AV	3	2	1			1	
GAGE AVE and HOOD AVE	1	1	0				
GAGE AVE and RIVERSIDE AVE	1		1				1
GENTRY ST and CLARENDON AV	1		1		1		
GIFFORD AV and RANDOLPH ST	1	1	0				
GLOUCESTER LN and ADAMS	1		1	1			
GOLDEN WEST ST and WARNER AV	1		1		1		
HAWKINS CIR and ALAMEDA ST	1		1				1

Intersection	Grand Total	Int. Total	Mid Block Collisions				
			Mid Total	North	South	East	West
HAWKINS CIR and ALAMEDA ST	1	1	0				
HEIL and OAKMONT DR	1	1	0				
HILL ST and CALIBURN DR	1		1			1	
HILL ST and SALT LAKE AV	2		2				2
HOLLENBECK ST and GAGE AV	2	1	1	1			
HOOD AV and FLORENCE AV	1		1	1			
HOOD AV and GAGE AV	2		2	1	1		
HOOD AV and STATE ST	1		1			1	
HOPE ST and CALIFORNIA AV	3		3			2	1
HOPE ST and SALT LAKE AV	1		1				1
HOPE ST and STATE ST	2		2			2	
HOPE ST and YAHUALICA PL	3		3			3	
HUNTINGTON PARK and BENSON ST	1		1			1	
INDIANAPOLIS ST and KELVIN GROVE LN	1		1				1
LAURA ST and ALBANY ST	1	1	0				
LIVE OAK ST and CALIFORNIA AV	1	1	0				
LOMA VISTA AV and 59TH PL	1		1	1			
LOMA VISTA AV and 60TH ST	1	1	0				
LOMA VISTA AV and 61ST PL	1		1		1		
MALABAR ST and 52ND ST	3	3	0				
MALABAR ST and 53RD ST	1		1		1		
MALABAR ST and 54TH ST	1		1	1			
MALABAR ST and 55TH ST	2	2	0				
MALABAR ST and 56TH ST	1	1	0				
MALABAR ST and 57TH ST	1		1		1		
MALABAR ST and CLARENDON AV	2	1	1		1		
MALABAR ST and FLORENCE AV	1		1	1			
MALABAR ST and GAGE AV	2	2	0				
MALABAR ST and RANDOLOPH ST	1	1	0				
MALABAR ST and SATURN AV	3	1	2	1	1		
MALABAR ST and SATURN AVE	1		1		1		
MALABAR ST and SLAUSON AV	3		3	2	1		
MALABAR ST and ZOE AV	1		1	1			
MARBRISA AV and CLARENDON AV	1		1		1		
MARBRISA AV and FLORENCE AV	1		1	1			
MARBRISA AV and MORTIMER AV	1		1		1		
MARCONI ST and CLARENDON AV	1		1		1		
MARCONI ST and GAGE AV	2		2	2			
MAYWOOD AV and 59TH PL	1		1	1			
MAYWOOD AV and 60TH PL	2		2	2			
MAYWOOD AV and 60TH ST	1		1	1			
MAYWOOD AV and 61ST PL	2	1	1		1		
MAYWOOD AV and 61ST ST	3	1	2	2			
MAYWOOD AV and RANDOLPH ST	3	1	2	2			

Intersection	Mid Block Collisions						
	Grand Total	Int. Total	Mid Total	North	South	East	West
MIDDLETON ST and CLARENDON AV	1		1		1		
MIDDLETON ST and GAGE AV	1	1	0				
MIDDLETON ST and RANDOLPH ST	1		1	1			
MIDDLETON ST and ZOE AV	1		1		1		
MILES AV and BELGRAVE AV	2	2	0				
MILES AV and CLARENDON AV	4	3	1	1			
MILES AV and FLORENCE AV	5	2	3	2		1	
MILES AV and GAGE AV	7	2	5	3	2		
MILES AV and RANDOLPH ST	7	5	2		2		
MILES AV and SATURN AV	9	5	4	3	1		
MILES AV and SLAUSON AV	5	1	4		4		
MILES AV and ZOE AV	1		1		1		
MIRAMONTE BL and NADEAU ST	1	1	0				
MISSION PL and FLORENCE AV	1	1	0				
MISSION PL and STATE ST	1		1		1		
MOUNTAIN VIEW AV and SATURN AV	2		2		2		
MOUNTAIN VIEW AV and WALNUT ST	1	1	0				
NEWELL ST and GAGE AV	3		3	3			
NEWELL ST and SATURN AV	1		1	1			
NEWELL ST and ZOE AV	1	1	0				
NUKES AV and GAGE AV	1		1		1		
OLIVE ST and STATE ST	4	1	3			3	
ORCHARD AV and RANDOLPH	1		1	1			
OTIS AV and 61ST ST	1	1	0				
OTIS AV and SANTA ANA ST	3	1	2	2			
OTIS AV and SLAUSON AV	1	1	0				
OTIS AV and SOUTHERN AV	1		1	1			
PACIFIC BL and 52ND ST	2	1	1		1		
PACIFIC BL and 53RD ST	1		1	1			
PACIFIC BL and 55TH ST	2	1	1		1		
PACIFIC BL and 56TH ST	1		1	1			
PACIFIC BL and 57TH ST	2	2	0				
PACIFIC BL and 58TH ST	2		2	1	1		
PACIFIC BL and BELGRAVE AV	4	2	2	2			
PACIFIC BL and CLARENDON AV	11	4	7	3	4		
PACIFIC BL and FLORENCE AV	9	3	6	5	1		
PACIFIC BL and GAGE AV	12	8	4	3	1		
PACIFIC BL and PACIFIC BL 5301	1	1	0				
PACIFIC BL and RANDOLPH ST	8	4	4	3	1		
PACIFIC BL and SATURN AV	7	1	6		6		
PACIFIC BL and SLAUSON AV	12	2	10	1	9		
PACIFIC BL and ZOE AV	8	3	5	1	4		
PLASKA AV and STATE ST	2	1	1		1		
PLASKA AV and ZOE AV	1		1		1		

Intersection	Grand Total	Int. Total	Mid Block Collisions				
			Mid Total	North	South	East	West
RANDOLPH ST and ALAMEDA ST	5	4	1			1	
RANDOLPH ST and ALBANY ST	2	1	1				1
RANDOLPH ST and ARBUTUS AV	6	2	4				4
RANDOLPH ST and BISSELL PL	1		1				1
RANDOLPH ST and BISSELL PLACE	1		1			1	
RANDOLPH ST and CARMANITA AV	1		1				1
RANDOLPH ST and COTTAGE ST	1		1				1
RANDOLPH ST and GENTRY ST	1		1	1			
RANDOLPH ST and HOLLENBECK ST	1		1				1
RANDOLPH ST and LOMA VISTA AV	1		1				1
RANDOLPH ST and MALABAR ST	3	3	0				
RANDOLPH ST and MAYWOOD AV	9	1	8			3	5
RANDOLPH ST and MIDDLETON ST	2		2			1	1
RANDOLPH ST and MILES AV	2		2			1	1
RANDOLPH ST and PACIFIC BL	1	1	0				
RANDOLPH ST and REGENT ST	1		1	1			
RANDOLPH ST and RITA AV	2		2			2	
RANDOLPH ST and RIVERSIDE AV	1		1				1
RANDOLPH ST and RUGBY AV	9	8	1				1
RANDOLPH ST and S ALAMEDA ST	1		1			1	
RANDOLPH ST and SANTA FE AV	5	3	2			1	1
RANDOLPH ST and SEVILLE AV	3	2	1				1
RANDOLPH ST and STAFFORD AV	1		1				1
RANDOLPH ST and STATE ST	4	3	1				1
RANDOLPH ST and TEMPLETON ST	2		2				2
REGENT ST and GAGE AV	3		3	2	1		
REGENT ST and ZOE AV	1		1	1			
RITA AV and FLORENCE AV	1	1	0				
RITA AV and GAGE AV	6	2	4	2	2		
RITA AV and SATURN AV	2		2	2			
RITA AV and ZOE AV	2		2	1	1		
RIVERSIDE AV and 61ST ST	1		1		1		
RUGBY AV and BELGRAVE AV	1		1		1		
RUGBY AV and CLARENDON AV	1	1	0				
RUGBY AV and GAGE AV	3	1	2	2			
RUGBY AV and RANDOLPH ST	3		3	1	2		
RUGBY AV and RANDOPLPH ST	1		1		1		
RUGBY AV and SATURN AV	1	1	0				
RUGBY AV and ZOE AV	3	3	0				
S ALAMEDA ST and FLORENCE AV	1		1	1			
S GRANDE VISTA AV and EAST WASHINGTON BL	1		1		1		
S INDIANA ST and 26TH ST	1		1		1		
S SANTA FE AV and RANDOLPH ST	1		1	1			
SALT LAKE AV and BROADWAY AV	1		1	1			

Intersection	Mid Block Collisions						
	Grand Total	Int. Total	Mid Total	North	South	East	West
SALT LAKE AV and FLORENCE AV	3		3	2	1		
SALT LAKE AV and GAGE AV	1		1		1		
SALT LAKE AV and HILL ST	2		2	2			
SALT LAKE AV and OTIS AV	1		1	1			
SALT LAKE AV and WALNUT ST	2		2	2			
SANTA ANA and SAN JUAN AV	1	1	0				
SANTA ANA ST and CALIFORNIA AV	5	3	2			1	1
SANTA ANA ST and OTIS AV	3		3			1	2
SANTA ANA ST and SALT LAKE AV	1		1				1
SANTA ANA ST and SAN ANTONIO AV	1		1			1	
SANTA ANA ST and SAN JUAN AV	2		2				2
SANTA ANA ST and STATE ST	1		1				1
SANTA ANA ST and VICTORIA AV	2		2			1	1
SANTA FE AV and BELGRAVE AV	3	1	2	1	1		
SANTA FE AV and CLARENDON AV	8	4	4	1	3		
SANTA FE AV and FLORENCE AV	8	3	5	3	1	1	
SANTA FE AV and FLORNECE AV	1		1	1			
SANTA FE AV and GAGE AV	7	4	3	1	2		
SANTA FE AV and GAGE AVE	1		1		1		
SANTA FE AV and RANDOLPH ST	12	6	6	3	3		
SANTA FE AV and SANTA FE AV 6915	1	1	0				
SANTA FE AV and SATURN AV	11	4	7	4	3		
SANTA FE AV and SLAUSON AV	5	2	3	1	2		
SANTA FE AV and ZOE AV	11	6	5	2	3		
SANTA FE AV and ZOE AV N	1		1	1			
SANTA FE AV and ZOE AV S	2		2	1	1		
SATURN AV and ALBANY ST	1	1	0				
SATURN AV and ARBUTUS AV	5	2	3			1	2
SATURN AV and BENSON ST	5	1	4			2	2
SATURN AV and CEDAR ST	5	3	2			1	1
SATURN AV and MALABAR ST	3	2	1				1
SATURN AV and MARBRISA AV	1	1	0				
SATURN AV and MARCONI ST	1	1	0				
SATURN AV and MIDDLETON ST	1		1			1	
SATURN AV and MILES AV	3	1	2			1	1
SATURN AV and MOUNTAIN VIEW AV	1	1	0				
SATURN AV and NEWELL ST	1		1			1	
SATURN AV and PACIFIC BL	2		2			1	1
SATURN AV and PASSAIC ST	1	1	0				
SATURN AV and PLASKA AV	2	1	1			1	
SATURN AV and RITA AV	4	1	3			1	2
SATURN AV and RUGBY AV	4	1	3			1	2
SATURN AV and SEVILLE AV	2		2			2	
SATURN AV and STAFFORD AV	3	1	2			1	1

Intersection	Grand Total	Int. Total	Mid Block Collisions				
			Mid Total	North	South	East	West
SATURN AV and STATE ST	3	1	2			1	1
SATURN AV and TEMPLETON ST	6	4	2			1	1
SATURN AVE and MALABAR ST	1		1			1	
SEVILLE AV and SATURN ST	1		1		1		
SEVILLE AV ALY and FLORENCE AV	1		1	1			
SEVILLE AV and BELGRAVE AV	2		2	1	1		
SEVILLE AV and CLARENDON AV	3		3	2	1		
SEVILLE AV and FLORENCE AV	2	1	1	1			
SEVILLE AV and FLORENCE BL	1		1		1		
SEVILLE AV and RANDOLPH ST	4	2	2		1	1	
SEVILLE AV and SATURN AV	3	1	2	1	1		
SEVILLE AV and SLAUSON AV	1		1		1		
SEVILLE AV and ZOE AV	5	2	3	2	1		
SLAUSON and SOTO ST	1	1	0				
SLAUSON AV and 52ND ST	1		1			1	
SLAUSON AV and ALAMEDA ST	11	4	7			2	5
SLAUSON AV and BICKETT ST	6	2	4			2	2
SLAUSON AV and MALABAR ST	11	7	4			1	3
SLAUSON AV and MAYWOOD AV	1	1	0				
SLAUSON AV and MILES AV	7	2	5			4	1
SLAUSON AV and PACIFIC BL	6	3	3			2	1
SLAUSON AV and REGENT AV	1		1			1	
SLAUSON AV and REGENT ST	3	1	2			2	
SLAUSON AV and SANTA FE AV	12	2	10			4	6
SLAUSON AV and SEVILLE AV	10	5	5			3	2
SLAUSON AV and SOTO ST	2	1	1				1
SLAUSON AV and STAFFORD AV	1	1	0				
SLAUSON AV and STATE ST	2	1	1				1
SLAUSON AV and TEMPLETON ST	2		2			2	
SLAUSON AV and WILMINGTON AV	4	1	3			3	
SLAUSON AVE and MILES AVE	1	1	0				
SOTO ST and 57TH ST	4		4	3	1		
SOTO ST and 58TH ST	4	2	2	1	1		
SOTO ST and SLAUSON AV	5	2	3	3			
SOTO ST RAMP and SLAUSON AV	1		1	1			
STAFFORD AV and FLORENCE AV	1		1	1			
STAFFORD AV and GAGE AV	1	1	0				
STAFFORD AV and RANDOLPH ST	3	1	2		2		
STAFFORD AV and SATURN AV	1		1		1		
STAFFORD AV and STAFFORD AV 6530	1	1	0				
STAFFORD AV and ZOE AV	1		1	1			
STATE ST and BELGRAVE AV	3	1	2	1	1		
STATE ST and BENSON ST	7	5	2		2		
STATE ST and BRACE CANYON RD	1	1	0				

Intersection	Mid Block Collisions						
	Grand Total	Int. Total	Mid Total	North	South	East	West
STATE ST and BROADWAY AV	4	4	0				
STATE ST and CALIFORNIA	1	1	0				
STATE ST and CALIFORNIA ST	4	2	2	2			
STATE ST and CALIFORNIA TRL	1		1		1		
STATE ST and CUDAHY ST	1	1	0				
STATE ST and FLORENCE AV	2	1	1	1			
STATE ST and GAGE AV	16	10	6	3	3		
STATE ST and GRAND AV	1		1	1			
STATE ST and HILL ST	4	3	1	1			
STATE ST and HOOD AV	2	1	1	1			
STATE ST and HOPE ST	1	1	0				
STATE ST and HOPE ST	4	2	2	1	1		
STATE ST and LIVE OAK ST	4		4		2	1	1
STATE ST and MISSION BL	1		1		1		
STATE ST and OLIVE ST	6	5	1		1		
STATE ST and PLASKA AV	2	2	0				
STATE ST and RANDOLPH ST	9	5	4	1	2	1	
STATE ST and SANTA ANA ST	3	1	2	1	1		
STATE ST and SATURN AV	10	6	4	2	2		
STATE ST and SLAUSON AV	1		1		1		
STATE ST and STATE ST 7814	1	1	0				
STATE ST and WALNUT ST	4	4	0				
STATE ST and ZOE AV	3	1	2	2			
STATE ST and ZOE AV N	1	1	0				
STATE ST and ZOE AV S	1		1		1		
STATE STREET and HOPE STREET	1		1		1		
TEMPLETON ST and BELGRAVE AV	1	1	0				
TEMPLETON ST and FLORENCE AV	1		1	1			
TEMPLETON ST and GAGE AV	2		2		2		
TEMPLETON ST and SLAUSON AV	1		1		1		
TEMPLETON ST and ZOE AV	1		1		1		
WALNUT ST and MOUNTAIN VIEW AV	1		1			1	
WALNUT ST and STATE ST	2		2			1	1
WARNER AV and LYNDON	1		1				1
WILMINGTON AV and 62ND ST	1		1	1			
WILMINGTON AV and 63RD ST	1	1	0				
WILMINGTON AV and SLAUSON AV	1	1	0				
WILSON AV and 67TH ST	1	1	0				
ZOE AV and BENSON ST	1		1				1
ZOE AV and HOOD AV	1		1				1
ZOE AV and MALABAR ST	4	1	3		1	1	1
ZOE AV and MARCONI ST	1		1			1	
ZOE AV and MILES AV	1		1			1	
ZOE AV and PACIFIC BL	3	2	1			1	

Intersection	Grand Total	Int. Total	Mid Block Collisions				
			Mid Total	North	South	East	West
ZOE AV and PLASKA AV	1		1			1	
ZOE AV and REGENT ST	2	1	1			1	
ZOE AV and RUGBY AV	2		2			1	1
ZOE AV and S ALAMEDA ST	1		1			1	
ZOE AV and SANTA FE AV	1		1				1
ZOE AV and SANTA FE AV N	1		1				1
ZOE AV and SEVILLE AV	2	1	1				1
ZOE AV and STAFFORD AV	2		2			2	
ZOE AV and STATE ST	1		1			1	
ZOE AV and TEMPLETON ST	4	1	3			1	2



Appendix "D"

Traffic Radar Certification



16202 Keats Circle
Westminster, Calif. 92683

TRAFFIC RADAR CERTIFICATION

TESTED TO NHTSA SPECIFICATIONS / IACP CRITICAL PERFORMANCE STANDARDS
(NHTSA) National Highway and Traffic Safety Administration.
(IACP) International Association of Chiefs of Police.

R.H.F. is a certified independent testing and repair facility.

1	TEST ID	Date Received 1-9-20	Certification Number 74919			
2	DEVICE ID	Make Applied Concepts	Model Stalker-ATR	Type (I-IV) III or IV	Directional radar <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Same direction <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Counting unit S/N 71888	Antenna-1 S/N N/A		Antenna-2 S/N N/A	
3	§ 2.4 / § 5.4 TUNING FORK CALIBRATION	Low speed fork S/N 120341	Last date calib.	Freq. (Hz)	Speed (mph) 25	Measured (Hz) 2618
		High speed fork S/N 227227	Last date calib.	Freq. (Hz)	Speed (mph) 40	Measured (Hz) 4117
4	§ 2.5 / § 5.5 RADAR DEVICE TUNING FORK TESTS	Stationary mode		Lo fork	High fork	
		Fork speed (mph)		25	40	
		Disp. Speed (mph)		25	40	
		Moving mode Opposite Direction	TARGET SPEED (Hi fork - Lo fork)	Expected. (mph) 15	Displayed. (mph) N/A	
		Moving mode Same Direction	TARGET SPEED (Hi fork + Lo fork Ho fork - Lo fork)	Expected. (mph) N/A	Displayed. (mph) N/A	
5	§ 2.6.1 / § 5.6.1 TRANSMISSION FREQUENCY STABILITY	Standard supply Voltage (V) 13.6 V	Antenna 1 Freq. GHz 34.742	Antenna 2 Freq. GHz N/A		PASS FAIL
		Standard supply Voltage - 20% (V) 10.8 V	Antenna 1 Freq. GHz 34.742	Antenna 2 Freq. GHz N/A		
		Standard supply Voltage + 20% (V) 16.3 V	Antenna 1 Freq. GHz 34.742	Antenna 2 Freq. GHz N/A		
6	§ 2.6.5 / § 5.6.5 POWER DENSITY	Mfg. Spec. (max mW/cm) ≤ 4	Antenna 1 Power (mW/cm) .61	Antenna 2 Power (mW/cm) N/A		PASS FAIL
7	§ 2.8 / § 5.8 LOW VOLTAGE	Mfg. spec. (V) ≤ 10.8 V	LVA activates (V) 7.3	LVA deactivates (V) 8.1		PASS FAIL
8	§ 2.9.1 / § 5.9.1 DOPPLER AUDIO	A. Audio tone correlates with received Doppler signal B. Functioning audio volume-adjustment control			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PASS FAIL
9	§ 2.12.4 / § 5.12.4 INTERNAL CIRCUIT	Mfg. Spec. 40 Test OK	Test results 40 TEST OK		PASS FAIL	
10	§ 2.12.6.5 / § 5.12.6.5 DIRECTIONAL	A. Selects only targets moving towards radar B. Selects only targets moving away from radar			<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N.A. <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N.A.	PASS FAIL
11	§ 2.12.7 / § 2.12.8 / 5.12.7 / 5.12.8 LOW AND HIGH SPEED DISPLAY TEST	Stationary mode: target channel (mph)	Low speed spec. 12	Lo speed disp. 12		PASS FAIL
			Hi speed spec. 200	Hi speed disp. 200		
		Moving Mode target channel (mph)	Low speed spec. 15	Lo speed disp. N/A		
			Hi speed spec. 200(C)	Hi speed disp. N/A		
		Moving Mode: patrol channel (mph)	Low speed spec. 5	Lo speed disp. N/A		PASS FAIL
			Hi speed spec. 70	Hi speed disp. N/A		
12	§ 2.13 / § 5.13 RFI TEST	PASS FAIL				
13	LABORATORY COMMENTS					
14	NHTSA/IACP CERTIFICATION	This radar device meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration. California Vehicle Code Section 40802 <input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL				
		Certified by: <i>Robert Friedman</i>			Date: 1-9-20	
15	INVENTORY	<input type="checkbox"/> Fork Cert <input type="checkbox"/> Manual <input type="checkbox"/> 2 nd Ant. <input type="checkbox"/> Remote <input type="checkbox"/> Bat. <input type="checkbox"/> Carrying Case <input type="checkbox"/> Other: (please list)				



October 4, 2022

Mr. Cesar Roldan
Director of Public Works
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Subject: Final Engineering and Traffic Survey (Speed Zone Survey and Speed Limit Study)

Dear Mr. Roldan

Infrastructure Engineers (IE) is pleased to provide this citywide engineering and traffic survey (speed zone survey and speed limit study) for Randolph Street (2 segments) pursuant to a request from the City of Huntington Park. This report documents the findings of our investigation.

Should you have any questions or comments, please do not hesitate to contact me by phone at (714) 940-0100, ext. 5046, or email at afarahani@infengr.com

Sincerely,

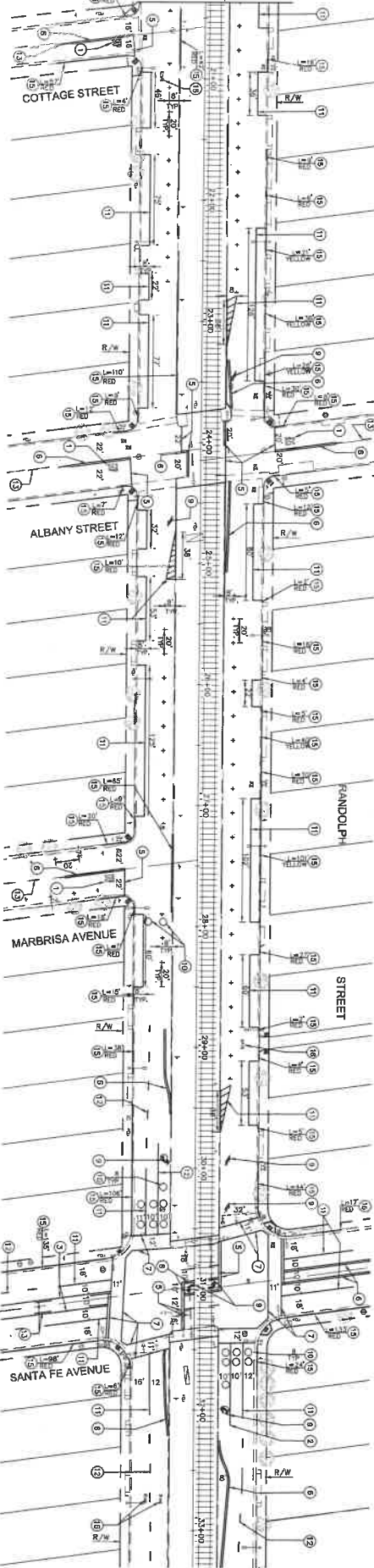
Infrastructure Engineers

Amir Farahani, P.E., T.E.
Principal Engineer

Attachments: Final Engineering and Traffic Survey (Speed Zone Survey and Speed Limit Study).

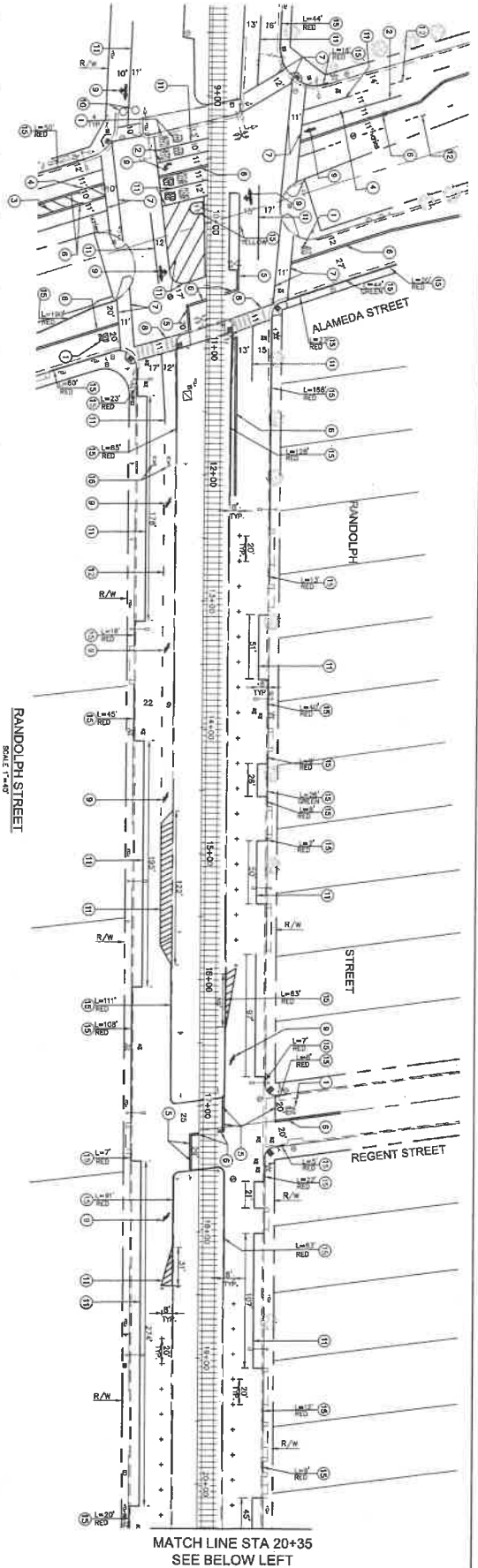
ATTACHMENT "B"

MATCH LINE STA 20+35
SEE ABOVE RIGHT



RANDOLPH STREET
SCALE 1"=40'

RANDOLPH STREET
SCALE 1"=40'



MATCH LINE STA 20+35
SEE BELOW LEFT

- TRAFFIC STRIPING AND MARKINGS NOTES:**
1. APPLY WHITE PAVEMENT MARKINGS WORDS PER CALTRANS STD.
 2. PLACE 8" WHITE CHALKED LINE PER CALTRANS STD. PLAN.
 3. PLACE 8" SOLID YELLOW LINE (CHALKED-ASTD).
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SCALE 1"=40'

NO.	REVISIONS	REVISION BY	APPROVED BY	DATE



CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

TRAFFIC STRIPING AND MARKINGS
AS-BUILT PLANS FOR RANDOLPH STREET
FROM ALAMEDA STREET TO SANTA FE AVENUE

DATE: 10-18-2002

SHEET 1 OF 1 SHEET

DWG. NO.

ITEM 10



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 15, 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 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-01

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve acceptance of work performed by Palp, Inc. dba Excel Paving Co. for the construction of CIP 2020-01 SB1 Street Enhancement Project;
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; and
3. Release the 5% retention in the amount of \$78,645.51 to Palp, Inc. dba Excel Paving Co. 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the February 1, 2022 City Council meeting, the City Council awarded the construction contract to Palp, Inc. dba Excel Paving Co. (contractor). The project consisted of pavement resurfacing of the following six (6) roadway segments:

Malabar Street	Zoe Avenue	Gage Avenue
Gentry Street	Gage Avenue	Clarendon Avenue
Otis Street	Santa Ana Street	Salt Lake Avenue
Marbrisa Avenue	Florence Avenue	Mortimer Avenue
Cedar Street	Florence Avenue	Saturn Avenue
Regent Street	760' N/O Gage Avenue	Zoe Avenue

The Project has been deemed substantially completed in accordance with the improvement plans and contract specifications. There are no unresolved stop notices or

APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-01

November 15, 2022

Page 2 of 3

outstanding construction claims against the contractor. Staff recommends accepting the project as substantially complete and releasing the final retention payment 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 County Recorder's Office for the project. Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder's Office, the City will release the Labor and Materials Bond to the bonding company and make final payment of the retention being withheld from the payment to Contractor, if no Stop Notices are filed within the 35-day period.

FISCAL IMPACT/FINANCING

The contractor's total invoices amounted to \$1,572,910. Account Numbers 221-8010-431.76-12 and 111-8010-431.76-12 were utilized to process project expenditures. The project was completed within the prescribed budget. The following is a tabulation of the contractor's invoices:

Account Number	Invoice No. 1	Invoice No. 2	Invoice No. 3	Invoice No. 4	Invoice No. 5	Retention 5%
111-8010-431.76-12				\$870,010.68	\$46,350.00	\$78,645.51
221-8010-431.76-12	\$57,000	\$309,442.55	\$269,021.00	\$1,799.59		
						\$1,572,910.27

The contractor's final retention payment in the amount of \$78,645.51 (Attachment 2) may be released for payment to the contractor thirty-five (35) days after the Notice of Completion is recorded.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

**APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2020-01 SB1 STREET
ENHANCEMENT PROJECT FY 2020-01**

November 15, 2022

Page 3 of 3

A handwritten signature in black ink, appearing to read "Cesar Roldan", is written over a faint horizontal line.

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Notice of Completion
2. Retention Invoice

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 2020-01 SB1 Street Enhancement Project FY 20/21

(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 27, 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:

Palp, Inc. dba Excel Paving Co.

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

February 1, 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

ATTACHMENT "B"



Customer: City of Huntington Park
Address: 6550 Miles Ave.
Huntington Park, CA 90255
Contact: Arjan Idnani (IE)
Phone No.: (626) 544-0400
Email: aidnani@infengr.com
Job Title: SBI Street Enhancement Project

Date: 10/20/2022
Progress Payment No.: 6-26907
Billing Period: Oct-22
Specification No.: CIP 2020-21
Excel Job No.: 5838
Project Manager: Wade Phillips
Original Contract Amount: \$ 1,597,444.08

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Bid Amount	Quantity or % This Month	Amount This Month	Quantity Previous	Amount Previous	Total Quantity or % to Date	% of Item Completion	Total Amount to Date
Contract Items												
1	Mobilization/ Demobilization (Not To Exceed 3% Of Total Of All Other Prime Contract Bid Items)	1	LS	\$43,000.00	\$ 43,000.00		-	1.00	\$ 43,000.00	1.00	100%	\$ 43,000.00
2	Provide Traffic Control	1	LS	\$153,000.00	\$ 153,000.00		-	1.00	\$ 153,000.00	1.00	100%	\$ 153,000.00
3	Sawcut And Remove Existing Concrete Sidewalk	2,317	SF	\$5.00	\$ 11,585.00		-	3,344.00	\$ 16,720.00	3,344.00	144%	\$ 16,720.00
4	Sawcut And Remove Existing Concrete Driveway	876	SF	\$8.00	\$ 7,008.00		-	652.00	\$ 5,216.00	652.00	74%	\$ 5,216.00
5	Cold Mill Existing Asphalt Concrete (AC) Pavement (2" Depth)	33,614	SF	\$0.62	\$ 20,840.68		-	32,459.00	\$ 20,124.58	32,459.00	97%	\$ 20,124.58
6	Micro Mill Existing Asphalt Concrete (AC) Pavement (3/4" To 0" Depth)	82,380	SF	\$0.43	\$ 35,423.40		-	77,888.00	\$ 33,491.84	77,888.00	95%	\$ 33,491.84
7	Sawcut And Remove Existing AC Pavement, Base, Subbase And Native Soil To Provide Clear Depth	63	CY	\$100.00	\$ 6,300.00		-	49.06	\$ 4,906.00	49.06	78%	\$ 4,906.00
8	Sawcut And Remove Existing Concrete Curb And Gutter	309	LF	\$40.00	\$ 12,360.00		-	308.00	\$ 12,320.00	308.00	100%	\$ 12,320.00
9	Sawcut And Remove Existing Concrete Curb Ramp	16	EA	\$800.00	\$ 12,800.00		-	16.00	\$ 12,800.00	16.00	100%	\$ 12,800.00
10	Prune Root Existing Tree And Install Root Barrier	3	EA	\$1,200.00	\$ 3,600.00		-	3.00	\$ 3,600.00	3.00	100%	\$ 3,600.00
11	Construct Concrete 4" Thick Sidewalk	2,050	SF	\$11.00	\$ 22,550.00		-	2,892.00	\$ 31,812.00	2,892.00	141%	\$ 31,812.00
12	Construct 6" Thick Sidewalk	282	SF	\$20.00	\$ 5,640.00		-	452.00	\$ 9,040.00	452.00	160%	\$ 9,040.00
13	Construct Concrete Driveway	824	SF	\$20.00	\$ 16,480.00		-	656.00	\$ 13,120.00	656.00	80%	\$ 13,120.00
14	Construct Concrete Curb And Gutter	309	LF	\$60.00	\$ 18,540.00		-	308.00	\$ 18,480.00	308.00	100%	\$ 18,480.00
15	Construct Concrete Curb Ramp	16	EA	\$6,000.00	\$ 96,000.00		-	16.00	\$ 96,000.00	16.00	100%	\$ 96,000.00
16	Provide And Place Crushed Miscellaneous Base (CMB)	84	TN	\$148.00	\$ 12,432.00		-	82.00	\$ 12,136.00	82.00	98%	\$ 12,136.00
17	Construct 2" Thick ARHM AC Overlay (C2-PG 64-10)	407	TN	\$150.00	\$ 61,050.00		-	440.87	\$ 66,130.50	440.87	108%	\$ 66,130.50
18	Construct 4" Thick Conventional AC Type C2 PG 64-10 (2 Lifts)	41	TN	\$265.00	\$ 10,865.00		-	35.43	\$ 9,388.95	35.43	86%	\$ 9,388.95
19	Construct HyRAP Asphalt Pavement (3/4" Thick)	915	TN	\$200.00	\$ 183,000.00		-	1,060.52	\$ 212,104.00	1,060.52	116%	\$ 212,104.00
20	Construct Asphalt Rubber And Aggregate Membrane (ARAM) (3/8" Thick)	458	TN	\$340.00	\$ 155,720.00		-	376.56	\$ 128,030.40	376.56	82%	\$ 128,030.40
21	Furnish And Install New Sign & Post	2	EA	\$350.00	\$ 700.00		-	2.00	\$ 700.00	2.00	100%	\$ 700.00
22	Furnish And Install 72" X 12" X 2.25" Rubber Speed Humps With Appurtenances	9	EA	\$400.00	\$ 3,600.00		-	9.00	\$ 3,600.00	9.00	100%	\$ 3,600.00
23	Reconstruct Existing Curb Drain	1	EA	\$800.00	\$ 800.00		-	2.00	\$ 1,600.00	2.00	200%	\$ 1,600.00
24	Adjust Existing Storm Drain/ Sewer/ Utility Manhole Frames And Covers To Finished Grade	13	EA	\$1,100.00	\$ 14,300.00		-	9.00	\$ 9,900.00	9.00	69%	\$ 9,900.00
25	Adjust Existing Water Valve Can And Cover To Finished Grade	15	EA	\$930.00	\$ 13,950.00		-	15.00	\$ 13,950.00	15.00	100%	\$ 13,950.00
26	Adjust Existing Water Meter Box And Cover To Finished Grade	1	EA	\$900.00	\$ 900.00		-	-	-	-	0%	\$ -
27	Relocate City's Street Light/Electrical Pull Box And Cover	2	EA	\$2,500.00	\$ 5,000.00		-	1.00	\$ 2,500.00	1.00	50%	\$ 2,500.00
28	Furnish And Install Traffic Signal Loop Detectors, Type E And Type Q And Add New DLC To Existing Pull Box	6	EA	\$800.00	\$ 4,800.00		-	6.00	\$ 4,800.00	6.00	100%	\$ 4,800.00

29	Set Up And Operate Sewage Bypass System, Then Remove System, Insert Lining On 8" Sewer Pipe Line	1	EA	\$29,000.00	\$	29,000.00		\$	-		1.00	\$	29,000.00	1.00	100%	\$	29,000.00
30	Install Traffic Striping, Markings, Curb Painting, And Signs	1	LS	\$17,000.00	\$	17,000.00		\$	-		1.00	\$	17,000.00	1.00	100%	\$	17,000.00
31	Provide Construction Survey, Re-establish Survey Monuments And Centerline Ties	1	LS	\$15,000.00	\$	15,000.00		\$	-		1.00	\$	15,000.00	1.00	100%	\$	15,000.00
32	Install Public Improvement Project Signs	12	EA	\$900.00	\$	10,800.00		\$	-		4.00	\$	3,600.00	4.00	33%	\$	3,600.00
33	Provide Erosion Control And BMPs	1	LS	\$14,000.00	\$	14,000.00		\$	-		1.00	\$	14,000.00	1.00	100%	\$	14,000.00
34	Provide Soil And Pavement Testing Services As Directed By The Engineer Allowance (\$20,000)	1	AL	\$20,000.00	\$	20,000.00		\$	-		1.00	\$	20,000.00	1.00	100%	\$	20,000.00
35	Furnish & Install 8" PVC-900 Water Main	1,450	LF	\$162.00	\$	234,900.00		\$	-		1,350.00	\$	218,700.00	1,350.00	93%	\$	218,700.00
36	Furnish & Install 12" PVC-900 Water Main	32	LF	\$700.00	\$	22,400.00		\$	-		30.00	\$	21,000.00	30.00	94%	\$	21,000.00
37	Furnish & Install New 6" D.I Resilient-Wedge Valve	4	EA	\$1,400.00	\$	5,600.00		\$	-		3.00	\$	4,200.00	3.00	75%	\$	4,200.00
38	Furnish & Install New 8" D.I Resilient-Wedge Valve	14	EA	\$2,000.00	\$	28,000.00		\$	-		13.00	\$	26,000.00	13.00	93%	\$	26,000.00
39	Furnish & Install New 12" D.I Resilient-Wedge Valve	5	EA	\$3,600.00	\$	18,000.00		\$	-		4.00	\$	14,400.00	4.00	80%	\$	14,400.00
40	Remove And Replace Existing Water Meter Box And Service Line Or Install New Water Meter Box And Service Line And Construct New 1" Water Service Line, Install New Meter And Meter Box (Provided By The City)	19	EA	\$4,000.00	\$	76,000.00		\$	-		21.00	\$	84,000.00	21.00	111%	\$	84,000.00
41	Remove Existing Fire Hydrant Assembly And Service Line And Construct New Fire Hydrant Assembly And Service Line	1	EA	\$23,000.00	\$	23,000.00		\$	-		1.00	\$	23,000.00	1.00	100%	\$	23,000.00
42	Construct New Fire Hydrant Assembly And Service Line	2	EA	\$18,000.00	\$	36,000.00		\$	-		2.00	\$	36,000.00	2.00	100%	\$	36,000.00
43	Abandon And Slurry Fill Existing Water Line And Appurtenances	1	LS	\$13,000.00	\$	13,000.00		\$	-		1.00	\$	13,000.00	1.00	100%	\$	13,000.00
44	Encase Water Line	100	LF	\$985.00	\$	98,500.00		\$	-		-	\$	-	-	0%	\$	-
45	Remove And Relocate Existing Water Valve	2	EA	\$2,000.00	\$	4,000.00		\$	-		-	\$	-	-	0%	\$	-
Change Orders																	
1	Change Order 01 - Otis Water Line Survey & Pothole	1	LS	\$6,725.00	\$	6,725.00		\$	-		1.00	\$	6,725.00	1.00	100%	\$	6,725.00
2	Change Order 02 - Otis Water Line Impact	1	LS	\$11,125.00	\$	11,125.00		\$	-		1.00	\$	11,125.00	1.00	100%	\$	11,125.00
3	Change Order 03 - Regent Speed Humps	1	LS	\$17,700.00	\$	17,700.00		\$	-		1.00	\$	17,700.00	1.00	100%	\$	17,700.00
4	Change Order 04 - Slurry Encase Water Line	1	LS	\$13,500.00	\$	13,500.00		\$	-		1.00	\$	13,500.00	1.00	100%	\$	13,500.00
5	Change Order 05 - Sewer MH Adjust (Out of Sequence)	1	LS	\$1,930.00	\$	1,930.00		\$	-		1.00	\$	1,930.00	1.00	100%	\$	1,930.00
6	Change Order 06 - 41T Boxes	1	LS	\$20,300.00	\$	20,300.00		\$	-		1.00	\$	20,300.00	1.00	100%	\$	20,300.00
7	Change Order 07 - Malabar Speed Humps	1	LS	\$17,700.00	\$	17,700.00		\$	-		1.00	\$	17,700.00	1.00	100%	\$	17,700.00
8	Change Order 08 - Striping Revisions	1	LS	\$6,560.00	\$	6,560.00		\$	-		1.00	\$	6,560.00	1.00	100%	\$	6,560.00
TOTALS:					\$	1,692,984.08		\$	-			\$	1,572,910.27			\$	1,572,910.27

Approved By:

City of Huntington Park

Project Manager, Excel Paving Company

Date

Date

TOTAL GROSS EARNINGS	\$	1,572,910.27
PREVIOUS GROSS EARNINGS	\$	1,572,910.27
TOTAL PREVIOUS RETENTION	\$	78,645.51
TOTAL PREVIOUS PAYMENT:	\$	1,494,264.76
TOTAL EARNED THIS PERIOD	\$	-
TOTAL RETENTION THIS PERIOD	\$	(78,645.51)
TOTAL AMOUNT DUE THIS ESTIMATE	\$	78,645.51

ITEM NO. 11



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

November 15, 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 SECOND AMENDMENT TO CITY MANAGER AGREEMENT;

CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO CHIEF OF POLICE AGREEMENT;

CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO DIRECTOR OF PARKS AND RECREATION AGREEMENT; AND

CONSIDERATION AND APPROVAL OF COMMUNITY DEVELOPMENT DIRECTOR AGREEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Amendments to the Employment Agreements of the City Manager, Chief of Police and Director of Parks and Recreation and approve the Employment Agreement for the Community Development Director; and
2. Authorize Mayor to execute the various amendments and agreements.

BACKGROUND

The City has employed various individuals in the positions of City Manager, Chief of Police, and Director of Parks and Recreation. In addition, the City has retained Steve Forster as the Interim Director of Community Development. At this time, and in order to preserve the continuity of leadership and long-term stability for the City in critical Executive-level positions, there are proposed amendments for the City Manager, Police Chief, and Parks and Recreation Director and to formalize an Employment Agreement for the position of Director of Community Development.

CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO CITY MANAGER AGREEMENT; CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO CHIEF OF POLICE AGREEMENT; CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO DIRECTOR OF PARKS AND RECREATION AGREEMENT; AND CONSIDERATION AND APPROVAL OF COMMUNITY DEVELOPMENT DIRECTOR AGREEMENT

November 15, 2022

Page 2 of 2

These amendments will result in salary adjustments for City Manager and Heads of Departments named and will establish terms of employment for the Director of Community Development consistent with other Directors.

FISCAL IMPACT/FINANCING

There is a fiscal impact as a result of the salary adjustments for these Directors.

CONCLUSION

If approved, the Mayor will be authorized to sign the various amendment to the Employment Agreements and the new Employment Agreement for the Director of Community Development.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Arnold M. Alvarez-Glasman".

Arnold M. Alvarez-Glasman
City Attorney

ATTACHMENT(S)

Amendments to Employment Agreements for the City Manager, Chief of Police and Director of Community Development and Employment Agreement for the Director of Community Development

ATTACHMENT "A"

Original attachments posted on 11/11/2022 have been revised. The revised attachments were added to the agenda 11/15/22 at 10:00 am by Eduardo Sarmiento, City Clerk per the direction of City Manager Ricardo Reyes.



SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN RICARDO REYES AND THE CITY OF HUNTINGTON PARK

This SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN RICARDO REYES AND THE CITY OF HUNTINGTON PARK ("Second Amendment") is entered into on the ____th day of November, 2022, by and between the CITY OF HUNTINGTON PARK, a Municipal Corporation, hereinafter referred to as "City" and RICARDO REYES, hereinafter referred to as "Employee", amending certain terms of employment as provided in the EMPLOYMENT AGREEMENT FOR CITY MANAGER - CITY OF HUNTINGTON PARK ("Agreement") effective July 4, 2018, as amended by the FIRST AMENDMENT ("First Amendment), effective retroactive July 4, 2018.

I. RECITALS

- A. Effective July 4, 2018, City and Employee entered into an Employment Agreement whereby Employee was appointed to the position of City Manager. The Agreement was amended by the First Amendment, effective retroactive July 4, 2018.
- B. Effective November 15, 2022, City and Employee agree to the terms of this Second Amendment to the Agreement which modifies Employee's salary and other essential terms of employment.
- C. All terms and conditions of employment contained in the Agreement and First Amendment not specifically amended by this Second Amendment shall remain in full force and effect.

NOW, THEREFORE, City and Employee agree as follows:

II. AMENDMENT TO AGREEMENT

The following Sections to the Agreement are amended to read as follows:

- (a) Section 1. of the Agreement (Position, Duties and Term) is amended as follows:

1.7 Term. REYES' term of employment as City Manager shall commence on

July 3, 2018 and continue to July 2, 2032 (referred hereinafter as the "Term") and the City Council reserves the sole discretion under this Agreement to extend the Term for an additional period of time as determined by the City Council.

[All other language from Section 1 from Agreement remains unchanged.]

(b) Section 2. Of the Agreement (Compensation and Benefits) is amended as follows:

2. Compensation and Benefits.

Effective for the duration the time periods covered by this agreement, City agrees to compensate REYES at an annual salary of \$210,000.00. REYES will not be entitled to any additional compensation including overtime compensation. However, REYES shall receive all benefits afforded to Department Heads in current City service; including without limitation vacation time, sick leave or other leave time, and any post-employment benefits to which the REYES shall be eligible. Furthermore, REYES shall receive annual increases in benefits and salary to the same rate/amount as received by other Department Heads. (Or as stated in the Non-Represented Employees Compensation and Benefit Plan).

e. Commencing on the first year of the Term of this Agreement (i.e. February 1, 2023) and every other year of the remaining Term thereafter, Employee shall receive a cost of living adjustment, based on an increase (if any) in the "Cost of Living" as defined in California Government Code § 3511.1, as it currently exists or may be modified in the future. The cost of living adjustment will be calculated by comparing the November index number published for the current year to the corresponding index number for November one year earlier. The "California" or "Los Angeles/Riverside/Orange County" index will be used, whichever produces the lowest cost of living adjustment for that year's calculation. Notwithstanding the foregoing, if the Cost of Living increase is less than 2.5%, Employee's Base Salary shall be increased at a minimum of 2.5%. Employee's Base Salary will be increased by this amount prospectively without the need to amend this Agreement but will be subject to a performance evaluation by the City Council approving the Cost of Living increase and salary adjustment.

f. Employee shall be provided a monthly auto allowance of five hundred dollars (\$500.00) in exchange for making a vehicle available for his own use and for City-related business and/or functions during, before and after normal work hours. This automobile allowance includes reimbursement for an appropriate allocation of vehicle insurance and all other expenses of vehicle ownership, maintenance, and operation. Employee shall comply with all city policies related to the use of his own vehicle, which includes providing the City with proof of current automobile insurance with liability limits in the amount set by the Risk Manager.

[All other language from Section 2 from Agreement remains unchanged.]

(b) Section 4.1. Of the Agreement (Termination) is amended as follows:

The "severance payment" shall be an amount equal to twelve (12) months base salary, less any and all applicable or legally required deductions.

[All other language from Section 4.1 from Agreement remains unchanged.]

III. ALL OTHER TERMS AS SET FORTH IN THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

This Second Amendment integrates all terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous understandings between the parties. Except as specifically set forth herein, all other terms of the Employment Agreement and First Amendment shall remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Employment Agreement or First Amendment, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, the City of Huntington Park (CITY) has caused this Second Amendment to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Ricardo Reyes (EMPLOYEE) has signed and executed this SECOND AMENDMENT TO AGREEMENT FOR EMPLOYMENT FOR CITY MANAGER - THE CITY OF HUNTINGTON PARK, in triplicate, the day and year first written above.

RICARDO REYES

CITY OF HUNTINGTON PARK:

Ricardo Reyes
City Manager

Eduardo "Eddie" Martinez, Mayor

ATTEST:

APPROVED AS TO FORM:

Eduardo Sarmiento, City Clerk

Arnold M. Alvarez-Glasman, City Attorney



SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CHIEF OF POLICE. COSME LOZANO. AND THE CITY OF HUNTINGTON PARK

This SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN COSME LOZANO AND THE CITY OF HUNTINGTON PARK ("Second Amendment") is entered into on the ____th day of November, 2022, by and between the CITY OF HUNTINGTON PARK, a Municipal Corporation, hereinafter referred to as "City" and COSME LOZANO, hereinafter referred to as "Employee", amending certain terms of employment as provided in the EMPLOYMENT AGREEMENT FOR CHIEF OF POLICE - CITY OF HUNTINGTON PARK ("Agreement") effective July 20, 2015, as amended by the FIRST AMENDMENT ("First Amendment"), effective June 18, 2019.

I. RECITALS

- A. Effective July 20, 2015, City and Employee entered into an Employment Agreement whereby Employee was appointed to the position of Chief of Police. The Agreement was amended by the First Amendment, effective June 18, 2019.
- B. Effective November 15, 2022, City and Employee agree to the terms of this Second Amendment to the Agreement which modifies Employee's salary and other essential terms of employment.
- C. All terms and conditions of employment contained in the Agreement and First Amendment not specifically amended by this Second Amendment shall remain in full force and effect.

NOW, THEREFORE, City and Employee agree as follows:

II. AMENDMENT TO AGREEMENT

The following Sections to the Agreement are amended to read as follows:

- (a) Section 1. of the Agreement (Position, Duties and Term) is amended as follows:

1.2 **EFFECTIVE DATE OF AGREEMENT/TERM.** The effective date of this Agreement shall be July 20, 2015 (hereinafter the "Effective Date"). This Agreement shall

have a term of ten (10) years commencing from November 15, 2022 (hereinafter referred to by the capitalized word "Term"). Upon the expiration of the Term, this Agreement shall continue on a month-to-month basis, subject to all of the terms and conditions set forth in this Agreement, until such time as CITY either executes a new agreement with EMPLOYEE or CITY terminates EMPLOYEE employment with CITY.

[All other language from Section 1 from Agreement remains unchanged.]

(b) Section 2. Of the Agreement (Compensation) is amended as follows:

2.1 **BASE SALARY.** Commencing November 15, 2022, EMPLOYEE shall receive a base annual salary of \$190,000.00 per year (hereinafter, the "Base Salary"). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for the year 2015, may be enhanced from time to time by the City Council as provided under Section 2.2 (Performance Review) of this Agreement, below. The Base Salary shall be payable in monthly or bi-weekly installments at the same time and in the same manner as other employees of CITY. EMPLOYEE's salary shall be subject to customary withholding for taxes and other required deductions.

Commencing on the first year of the Term of this Agreement (i.e. November 1, 2023) and every other year of the remaining Term thereafter, Employee shall receive a cost of living adjustment, based on an increase (if any) in the "Cost of Living" as defined in California Government Code § 3511.1, as it currently exists or may be modified in the future. The cost of living adjustment will be calculated by comparing the November index number published for the current year to the corresponding index number for November one year earlier. The "California" or "Los Angeles/Riverside/Orange County" index will be used, whichever produces the lowest cost of living adjustment for that year's calculation. Notwithstanding the foregoing, if the Cost of Living increase is less than 2.5%, Employee's Base Salary shall be increased at a minimum of 2.5%. Employee's Base Salary will be increased by this amount prospectively without the need to amend this Agreement but will be subject to a performance evaluation by the City Council approving the Cost of Living increase and salary adjustment.

[All other language from Section 2 from Agreement remains unchanged.]

III. ALL OTHER TERMS AS SET FORTH IN THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

This Second Amendment integrates all terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous understandings between the parties. Except as specifically set forth herein, all other terms of the Employment Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Employment Agreement, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, the City of Huntington Park (CITY) has caused this

Second Amendment to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Cosme Lozano (EMPLOYEE) has signed and executed this SECOND AMENDMENT TO AGREEMENT FOR EMPLOYMENT FOR CHIEF OF POLICE - THE CITY OF HUNTINGTON PARK, in triplicate, the day and year first written above.

CITY OF HUNTINGTON PARK:

COSME LOZANO

Ricardo Reyes
City Manager

Chief of Police

ATTEST:

APPROVED AS TO FORM:

Eduardo Sarmiento, City Clerk

Arnold M. Alvarez-Glasman, City Attorney



**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN DIRECTOR OF
PARKS AND RECREATION, CYNTHIA NORZAGARAY, AND THE CITY OF
HUNTINGTON PARK**

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CYNTHIA NORZAGARAY AND THE CITY OF HUNTINGTON PARK ("First Amendment") is entered into on the ____th day of November, 2022, by and between the CITY OF HUNTINGTON PARK, a Municipal Corporation, hereinafter referred to as "City" and CYNTHIA NORZAGARAY, hereinafter referred to as "Employee", amending certain terms of employment as provided in the EMPLOYMENT AGREEMENT FOR DIRECTOR OF PARKS AND RECREATION - CITY OF HUNTINGTON PARK ("Agreement") effective September 11, 2017.

I. RECITALS

- A. Effective September 11, 2017, City and Employee entered into an Employment Agreement whereby Employee was appointed to the position of Director of Parks and Recreation.
- B. Effective November 15, 2022, City and Employee agree to the terms of this First Amendment to the Agreement which modifies Employee's salary and other essential terms of employment.
- C. All terms and conditions of employment contained in the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

NOW, THEREFORE, City and Employee agree as follows:

II. AMENDMENT TO AGREEMENT

The following Sections to the Agreement are amended to read as follows:

- (a) Section 1. of the Agreement (Position, Duties and Term) is amended as follows:

1.7 **Term.** DIRECTOR's term of employment as Director of Parks and Recreation shall commence on September 11, 2017 and continue to September 10, 2032 (referred

hereinafter as the “Term”) and the City Council reserves the sole discretion under this Agreement to extend the Term for an additional period of time as determined by the City Council.

[All other language from Section 1 from Agreement remains unchanged.]

(b) Section 2. Of the Agreement (Compensation) is amended as follows:

2. Compensation and Benefits.

Effective for the duration the time periods covered by this agreement, City agrees to compensate DIRECTOR at an annual salary of \$155,000.00. DIRECTOR will not be entitled to any additional compensation including overtime compensation. However, DIRECTOR shall receive all benefits afforded to Department Heads in current City service; including without limitation vacation time, sick leave or other leave time, and any post-employment benefits to which the DIRECTOR shall be eligible. Furthermore, DIRECTOR shall receive annual increases in benefits and salary to the same rate/amount as received by other Department Heads. (Or as stated in the Non-Represented Employees Compensation and Benefit Plan).

Commencing on the first year of the Term of this Agreement (i.e. September 1, 2023) and every other year of the remaining Term thereafter, Employee shall receive a cost of living adjustment, based on an increase (if any) in the “Cost of Living” as defined in California Government Code § 3511.1, as it currently exists or may be modified in the future. The cost of living adjustment will be calculated by comparing the November index number published for the current year to the corresponding index number for November one year earlier. The “California” or “Los Angeles/Riverside/Orange County” index will be used, whichever produces the lowest cost of living adjustment for that year’s calculation. Notwithstanding the foregoing, if the Cost of Living increase is less than 2.5%, Employee’s Base Salary shall be increased at a minimum of 2.5%. Employee’s Base Salary will be increased by this amount prospectively without the need to amend this Agreement but will be subject to a performance evaluation by the City Council approving the Cost of Living increase and salary adjustment.

[All other language from Section 2 from Agreement remains unchanged.]

III. ALL OTHER TERMS AS SET FORTH IN THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

This First Amendment integrates all terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous understandings between the parties. Except as specifically set forth herein, all other terms of the Employment Agreement shall remain in full force and effect. In the event of a conflict between the terms of this First Amendment and the Employment Agreement, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the City of Huntington Park (CITY) has caused this First Amendment to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Cynthia Norzagaray (EMPLOYEE) has signed and executed this FIRST AMENDMENT TO AGREEMENT FOR EMPLOYMENT FOR DIRECTOR OF PARKS AND RECREATION - THE CITY OF HUNTINGTON PARK, in triplicate, the day and year first written above.

CITY OF HUNTINGTON PARK:

CYNTHIA NORZAGARAY

Ricardo Reyes
City Manager

Director of Parks and Recreation

ATTEST:

APPROVED AS TO FORM:

Eduardo Sarmiento, City Clerk

Arnold M. Alvarez-Glasman, City Attorney



2022

EMPLOYMENT AGREEMENT

**(Engagement: Community Development Director)
(Parties: City of Huntington Park and Steve Forster)**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this day of _____, 2022, by and between the CITY OF HUNTINGTON PARK ("CITY"), a California municipal corporation, and Steve Forster ("DIRECTOR" and sometimes referred to herein as "Employee"), an individual. For the purposes of this Agreement CITY and DIRECTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or DIRECTOR interchangeably. This Agreement sets forth all terms and conditions of employment concerning the employment of Steve Forster to the position of the Community Development Director for the City of Huntington Park, California.

RECITALS

WHEREAS, CITY desires to employ the services of Employee as Community Development Director and subject to the terms, conditions, and benefits set forth in this Agreement; and

WHEREAS, the City Council of the City of Huntington Park (the "Council") and DIRECTOR believe that an agreement negotiated between the City Council, on behalf of the City, and DIRECTOR can be mutually beneficial to the City, DIRECTOR, and the community they serve; and

WHEREAS, the Council and DIRECTOR believe an agreement will enhance the excellence and continuity of the management of the City's Community Development Department for the benefit of its residents; and

WHEREAS, the City now desires to employ the services of DIRECTOR pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, DIRECTOR has agreed to accept employment with the City, subject to the terms, conditions and provisions of this Agreement; and

WHEREAS, in accordance with the City of Huntington Park Municipal Code, both parties now desire to set forth the terms, conditions, and provisions of the employment relationship between City and DIRECTOR.

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

OPERATIVE PROVISIONS

1. Position, Duties and Term.

1.1 **Position.** DIRECTOR accepts employment with CITY as its DIRECTOR and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement.

1.2 **Period of Employment/Commencement Date.** DIRECTOR's employment with CITY shall be "at-will" pursuant to the provisions of Government Code section 36506. DIRECTOR's employment shall be subject to the provisions of this Agreement and provisions applicable to the office of the DIRECTOR contained in the CITY's Municipal Code and THE City's personnel rules, policies, regulations and procedures, as it may be amended from time to time. The Date for DIRECTOR's commencement to serve as DIRECTOR shall be November 15, 2022.

1.3 **At-Will.** DIRECTOR acknowledges that he or she is an at-will employee of CITY who shall serve at the pleasure of the City Council at all times during the period of his or her service hereunder. To the extent they conflict with his or her at-will status, the terms of the CITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions including, without limitation, CITY's Personnel Policies, as they may be amended or supplemented from time to time, shall apply to DIRECTOR, and nothing in this Agreement is intended to, or does, confer upon DIRECTOR any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Manager to terminate his employment, except as is expressly provided in Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of DIRECTOR as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of DIRECTOR to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4 [Termination] of this Agreement.

1.4 **Duties.** DIRECTOR shall serve as the Community Development Director and shall be vested with the powers, duties and responsibilities as set forth in the job description attached to this Agreement and as defined by the City Manager and/or the City Council, the terms of which are incorporated herein by reference, as may be amended from time to time. DIRECTOR shall provide service at the direction and under the supervision of the City Manager and City Council. It is the intent of the Parties that the DIRECTOR shall keep the City Manager and City Council fully apprised of all significant ongoing operations of CITY. To that end, DIRECTOR shall report directly to the City Manager and will periodically, or as may be otherwise specifically requested by the City Council, provide oral or written status reports to the

City Council on his or her activities and those of CITY.

DIRECTOR's duties shall include, but are not limited to:

- a. Attending all meetings of the City Council, including regular and special meetings, unless excused by the City Manager. The DIRECTOR shall receive notice of all regular and special meetings of the City Council, and accept requests for occasional meetings with City Council member(s);
- b. Prepare agenda documents and staff reports for any regular or special meetings of the City Council pertaining to his or her Department;
- c. Directing the work of all office of the Community Development employees and endeavor to implement changes that the DIRECTOR believes will result in greater efficiency, economy, or improved public service in the provision of CITY services;
- d. Recommending to the City Council from time to time the adoption of such measures as the Community Development Director may deem necessary or expedient for the health, safety, or welfare of the community or the improvement of administrative services;
- e. Conducting research in administrative practices for the Community Development Department in order to bring about greater efficiency and economy in CITY government and develop and recommend to the City Council long range plans to improve CITY operations and prepare for future CITY growth and development;
- f. Providing management training and developing leadership qualities among staff as necessary to foster a team that can plan for and meet future challenges and changes;
- g. Providing support of CITY government in emergencies as authorized by the CITY's Municipal Code and California law; and
- h. Participating in and involvement with local, regional, and statewide professional organizations beneficial to the CITY.

It is the intent of the City Council that the Community Development Director will function as the DIRECTOR of the CITY's Community Development Department. DIRECTOR shall provide such other services as are customary and appropriate to the position of DIRECTOR, together with such additional services assigned from time to time by the City Council or City Manager as may be consistent with California law and the CITY's Municipal Code and policies. DIRECTOR shall devote his or her best efforts and attention to the performance of these duties. Notwithstanding DIRECTOR's duties

as Community Development Director, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of the CITY in a manner consistent with the CITY's personnel rules, administrative policies and City Council policies.

1.5 Hours of Work. DIRECTOR shall devote the time necessary to adequately perform his or her duties as DIRECTOR during the term of employment. DIRECTOR shall make himself or herself available by telephone at all times to the City Manager and City Council. The position of Community Development Director shall be deemed an exempt position under state and federal wage and hour laws. DIRECTOR shall not be entitled to any compensation for overtime.

1.6 Other Activity. In accordance with Government Code section 1126, during the period of his employment, DIRECTOR shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not for pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of DIRECTOR's duties as DIRECTOR.

1.7 Term. DIRECTOR's term of employment as Community Development Director shall commence on November 15, 2022 and continue to November 14, 2032 (referred hereinafter as the "Term") and the City Council reserves the sole discretion under this Agreement to extend the Term for an additional period of time as determined by the City Council.

2. Compensation and Benefits.

Effective for the duration the time periods covered by this agreement, City agrees to compensate DIRECTOR at an annual salary of \$166,000.00. DIRECTOR will not be entitled to any additional compensation including overtime compensation. However, DIRECTOR shall receive all benefits afforded to Department Heads in current City service; including without limitation vacation time, sick leave or other leave time, and any post-employment benefits to which the DIRECTOR shall be eligible. Furthermore, DIRECTOR shall receive annual increases in benefits and salary to the same rate/amount as received by other Department Heads. (Or as stated in the Non-Represented Employees Compensation and Benefit Plan).

Commencing on the second year of the Term of this Agreement (i.e. November 1, 2024) and every other year of the remaining Term thereafter, Employee shall receive a cost of living adjustment, based on an increase (if any) in the "Cost of Living" as defined in California Government Code § 3511.1, as it currently exists or may be modified in the future. The cost of living adjustment will be calculated by comparing the November index number published for the current year to the corresponding index number for November one year earlier. The "California" or "Los Angeles/Riverside/Orange County" index will

be used, whichever produces the lowest cost of living adjustment for that year's calculation. Notwithstanding the foregoing, if the Cost of Living increase is less than 2.5%, Employee's Base Salary shall be increased at a minimum of 2.5%. Employee's Base Salary will be increased by this amount prospectively without the need to amend this Agreement but will be subject to a performance evaluation by the City Council approving the Cost of Living increase and salary adjustment.

In addition to the above-stated salary, DIRECTOR shall receive the following benefits:

- a. The City shall provide a cellular telephone for official use only during DIRECTOR's tenure under this Agreement.
- b. The City shall provide DIRECTOR with his or her choice of medical, dental, vision, long term disability and life insurance plans as provided to all other City employees. The CITY will pay its share and the EMPLOYEE's/DIRECTOR's entire contribution rate (7%) to the retirement fund during his or her employment.
- c. DIRECTOR shall be entitled to receive forty (40) hours per year of administrative leave. If this Agreement is extended to an additional year(s), any remaining administrative leave shall not carry forward to the following year(s).
- d. DIRECTOR shall be entitled to eight (8) hours of sick leave for every month of employment. In the last pay period of each fiscal year, one-half (50%) of the employee's unused accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by the City at the employee's regular rate of pay in effect on June 30th.
- e. Provided DIRECTOR retires with at least five (5) years of full-time service with the CITY, the CITY shall pay one-hundred percent (100%) of the maximum level of the CITY's contribution based on the Basic Kaiser Permanente – L.A. Area Region monthly health premium (i.e. Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for those eligible retired Non-Represented employees under the California Public Employee's Medical and Hospital Care Act or other health insurance and all other form of health insurance for these retired employees and their dependents.

3. Taxes.

Employee DIRECTOR shall be responsible for his or her federal, state, local or other taxes resulting from any compensation or benefits provided to him or her by the City under this Agreement. The City may withhold all federal, state, local or other taxes as may be required pursuant to law or governmental regulation or ruling from any compensation or benefits provided under this Agreement. The City shall not be liable (except in cases of

City's errors or omissions) for any state or federal tax consequences to Employee, to any designated beneficiary hereunder, and/or to the heirs, administrators, executors, successors, and assigns of Employee. Employee shall assume sole liability for any state or federal tax consequences of this Agreement or any related agreement and agrees to indemnify and hold the City harmless from such tax consequences.

4. Termination.

4.1 Termination by City for Convenience.

- (a) Except as otherwise provided under Subsection (b) of this Section below, CITY may terminate DIRECTOR at any time for convenience and without cause, by providing DIRECTOR thirty (30) days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place DIRECTOR on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss DIRECTOR notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The "severance payment shall be an amount equal to three (3) months base salary, less any and all applicable or legally required deductions. DIRECTOR agrees to sign a confidentiality agreement upon termination of this agreement regardless of being terminated with cause or without cause, as permitted by law. DIRECTOR shall also receive all applicable accrued vacation and/or sick leave as provided herein together with any extension of benefits required and permitted under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260 and any such sums shall be deducted from the "severance payment."
- (b) Within ninety (90) calendar days of a swearing-in after a CITY election, CITY may not act to terminate DIRECTOR for convenience as authorized under Subsection (a) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (b), shall preclude CITY from terminating DIRECTOR employment for cause at any time as provided elsewhere under Section 4 of this Agreement.

4.2 Termination by Employee. DIRECTOR may terminate his or her employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make DIRECTOR's termination effective upon any date preceding the 30-day notice period, provided CITY pays DIRECTOR all compensation due and owing him or her through the last day actually worked, plus an amount equal to the Base Salary DIRECTOR would have earned through the balance of the thirty (30) day

notice period. DIRECTOR shall not receive a "severance payment" in the event he or she terminates employment with CITY pursuant to this Section 4.

4.3 Termination for Cause by City. CITY may immediately terminate DIRECTOR's employment with CITY and this Agreement at any time by providing DIRECTOR's written notice of his termination for cause. No "severance payment" shall be paid in the event DIRECTOR's employment is terminated for cause, except that CITY shall pay DIRECTOR for his accrued and unused vacation and sick leave, as provided for in this Agreement and as permitted by law. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following: (i) theft or attempted theft; (ii) material dishonesty; (iii) willful or persistent material breach of duties; (iv) engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or on CITY time; (v) conviction of either a felony, a criminal offense involving moral turpitude, or a felony or misdemeanor under the Political Reform Act or Government Code section 1090; and/or (vi) unauthorized absences. DIRECTOR expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under CITY's Employment Policies. DIRECTOR also expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under the laws of the State of California or federal law, except to the extent that the contractual waiver contemplated herein is prohibited by applicable law.

4.4 Termination Obligation. DIRECTOR shall have the option to purchase and keep all mobile electronic devices and/or laptop issued to him or her by CITY for fair market value and DIRECTOR agrees that all other CITY property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him or her incident to his or her employment are the property of CITY and shall be returned promptly to CITY upon termination of DIRECTOR's employment. DIRECTOR's obligations under this subsection shall survive the termination of his or her employment and the expiration or early termination of this Agreement.

4.5 Benefits Upon Termination. All benefits to which DIRECTOR is entitled under this Agreement shall cease upon DIRECTOR's termination in accordance with this Section 4 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to DIRECTOR, or unless otherwise required by law.

4.6 Cessation of Work Due to Non-Permanent Illness or Injury. In addition to any right of termination set forth under Sections 4.1, above, CITY reserves the right to terminate DIRECTOR's employment along with this Agreement if DIRECTOR ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment and Housing Act; and (iii) where the cessation of work continues beyond a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

4.7 Disability. In addition to any right of termination set forth under Section 4.1, above, CITY reserves the right to terminate DIRECTOR's employment along with this Agreement after DIRECTOR suffers any physical or mental disability that does not arise out of the course of employment and that prevents the performance of DIRECTOR's essential job duties, unless reasonable accommodation can be made to allow DIRECTOR to continue working. The foregoing notwithstanding, CITY may terminate DIRECTOR if the disability poses a direct threat to CITY, DIRECTOR or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat.

4.8 Illness, Injury or Disability Arising Out of the Course of Employment. In the event DIRECTOR suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate DIRECTOR solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers' compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and the California Fair Employment and Housing Act. Further, DIRECTOR's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

4.9 Medical Examination. DIRECTOR agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by the CITY, in the event a decision must be made under Sections 4.6 through 4.8. CITY and DIRECTOR shall receive a copy of all medical reports related to the examination.

4.10 Death of Employee. This Agreement along with DIRECTOR's employment shall terminate automatically upon DIRECTOR's death.

5. Annual Evaluation.

At a time agreed upon by the City Manager and DIRECTOR, the City Manager will annually review and evaluate the performance of Steve Forster as DIRECTOR and may use an experienced professional outside facilitator mutually agreed upon by the City Council and DIRECTOR to do so. The purpose of the review shall be to provide DIRECTOR with feedback on his or her performance, including the performance of the duties set forth in Section 1.4 above, progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs, and to identify areas requiring improvement and how such improvement may be accomplished. In conducting the performance evaluation and considering adjustments to DIRECTOR's compensation, the City Council may consider, among other things, DIRECTOR's:

- a. overall performance as DIRECTOR, including leadership and management skills;
- b. professional ethics;
- c. progress in meeting, achieving, or exceeding City Council defined

goals, objectives, priorities, activities, and programs;

- d. involvement in local, regional, and statewide organizations beneficial to the CITY;
- e. the financial feasibility or desirability of authorizing any proposed adjustment to compensation in light of current and/or projected economic conditions, including whether the CITY is operating with a balanced budget;
- f. prevailing job market conditions and compensation trends; and
- g. such other factors as the City Manager may find relevant.

The City Council shall at all times retain discretion to agree to or deny any proposed increase to DIRECTOR's compensation terms, notwithstanding the findings or determinations of any performance review. Failure of CITY to provide a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 4 [Termination].

6. Business Expenses.

The CITY shall reimburse DIRECTOR for all reasonable CITY related business expenses incurred by him or her in accordance with submittal, processing, and payment policies of the CITY.

7. Professional Membership and Training Expenses.

Upon obtaining prior consent from the City Council, CITY shall reimburse DIRECTOR for reasonable expenses associated with DIRECTOR's membership, training, and travel to participate in local, regional, and statewide organizations beneficial to the CITY.

8. Business Related Equipment

(a) CITY CELL PHONE AND IPAD. CITY shall provide DIRECTOR with a CITY-owned cellular phone, laptop or Apple iPad and requisite service plan for both, at no cost to DIRECTOR, in so far as such CITY-provided equipment is necessary for the performance of CITY related business and is, in fact, used exclusively for CITY business. DIRECTOR shall have the option to purchase at a fair market value and keep or return the cellular phone and the laptop or iPad to the CITY upon the expiration or termination of this Agreement or upon request by the City Council. If items are returned to CITY, CITY shall have the right to inspect all equipment usage bills and demand compensation for any charges incurred in violation of this Agreement.

(b) PERSONAL CELLULAR PHONE. DIRECTOR acknowledges that, as of the Effective Date, he or she possesses a personal cellular phone and plan for his personal

use and shall maintain such personal cellular phone and plan for the duration of this Agreement to ensure that usage of the CITY-provided cellular phone is strictly for CITY-related business.

(c) **CELLULAR PHONE AND IPAD USE.** DIRECTOR shall at all times follow applicable state or federal laws or regulations regarding the use of the CITY provided laptop or iPad and cellular telephone and will be subject to the CITY's usage policies for such equipment.

(d) **PRIVACY.** All the documents and information contained in, or transmitted from the CITY-provided cellular phone and laptop or iPad, including but not limited to text messages, voicemail messages, electronic mail messages and electronically stored documents, are the property of the CITY and may be accessed by the CITY at any time without notice to DIRECTOR. DIRECTOR understands and acknowledges that he or she has no right to privacy when using the CITY-provided cellular phone or iPad.

9. Proprietary Information.

"Proprietary Information" means all information and any idea pertaining in any manner to the business of CITY and its respective officials, officers, employees, clients, consultants, or business associates, which was produced by any employee or agent of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During DIRECTOR'S employment by CITY, DIRECTOR shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform DIRECTOR'S job responsibilities under this Agreement. Following termination, DIRECTOR shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. DIRECTOR obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

10. Conflict of Interest.

DIRECTOR shall not, during the term of this Agreement, individually, as a partner, joint venture, officer, or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the CITY. DIRECTOR shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the City's Municipal Code, and any other conflict of interest regulations applicable to DIRECTOR employment with the City. For and during the Term of this Agreement and any extension term, DIRECTOR further agrees that except for a personal residence or residential property acquired or held for future use as

his or her personal residence, DIRECTOR will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager.

GENERAL PROVISIONS

11. Notices.

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified, or registered, and addressed to CITY at the address below, and or at the last known address maintained in DIRECTOR personnel file. DIRECTOR agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255
Attn: Mayor and City Clerk

DIRECTOR Address: [Deliver to last updated address in personnel file]

12. Indemnification.

Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 et seq.) CITY will indemnify, defend, and hold DIRECTOR harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension term. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, the City shall have no duty to indemnify, defend, or hold DIRECTOR harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by him.

13. Bonding.

CITY shall bear the full cost of any fidelity or other bonds required of the Chief of Police under any laws or ordinance.

14. Entire Agreement.

This Agreement is intended to be the final, complete, and exclusive statement of

the terms of DIRECTOR employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of DIRECTOR, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to DIRECTOR and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2 above, DIRECTOR shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees.

15. Amendments.

This Agreement may not be amended except in a written document signed by DIRECTOR, approved by CITY and signed by City Attorney.

16. Waiver.

Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

17. Assignment.

DIRECTOR shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to DIRECTOR, assign its rights and obligations hereunder.

18. Severability.

If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

19. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in Los Angeles County, California.

20. Interpretation.

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing; executed by the parties to this Agreement and by no other means. Each party waives

their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

21. Acknowledgment.

DIRECTOR acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and DIRECTOR has signed and executed this Agreement, as of the date first indicated above.

CITY OF HUNTINGTON PARK

STEVE FORSTER

By: _____
Ricardo Reyes
City Manager

By: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

By: _____
Eduardo Sarmiento
City Clerk

ITEM NO. 12



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

November 15, 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 SECOND AMENDMENT TO THE ACCOUNTING/FINANCE SERVICES PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND KAJIWARA COMMUNICATIONS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Second Amendment to the Accounting/Finance Services Professional Services Agreement between the City of Huntington Park and Kajiwara Communications for an additional not-to-exceed sum of seventy-five thousand dollars (\$75,000); and
2. Authorize the City Manager to execute the second amendment to the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 19, 2021 the City of Huntington Park entered into a Professional Services Agreement with Kajiwara Communications to provide accounting and finance assistance to the Finance Department. The professional services provided are included in the original Scope of Services attached as Exhibit "A" to the contract.

Kajiwara Communications has provided high quality accounting and finance assistance to the City since April 2021, assisting the Finance Department with completing critical accounting and financial reports. At this time, staff recommends approving the Second Amendment to the Professional Services Agreement to continue supporting critical accounting and financial functions of the City.

FISCAL IMPACT

**CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO THE
ACCOUNTING/FINANCE SERVICES PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF HUNTINGTON PARK AND KAJIWARA COMMUNICATIONS**

November 15, 2022

Page 2 of 2

There is sufficient carry over funding in the Fiscal Year 2022-2023 Operating Budget that was approved by the City Council on August 10, 2021.

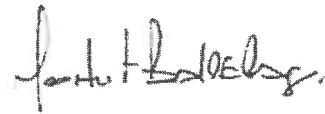
CONCLUSION

Upon City Council approval, the City Manager will execute the Second Amendment to the Professional Services Agreement.

Respectfully submitted,



RICARDO REYES
City Manager



John F. Balderas
Finance Manager

ATTACHMENT(S)

- A. Second Amendment to the Accounting/Finance Services Professional Services Agreement between the City of Huntington Park and Kajiwara Communications
- B. Professional Services Agreement between the City of Huntington Park and Kajiwara Communications

ATTACHMENT "A"

EXHIBIT "A"
SCOPE OF SERVICES

1. Accounting/finance assistance in all areas related to the City's accounting/financial functions to include, but not limited to the following:
 - A. Accounts payable/vendor payments;
 - B. Payroll and related benefits payments;
 - C. Cashiering for all City payments received;
 - D. Accounts receivable/billing of City accounts;
 - E. Bank reconciliations for all accounts;
 - F. Reconciliations of balance sheet accounts;
 - G. Financial analysis related to preparation of operating budget;
 - H. Reconciliations of revenues and expenditures/expenses;
 - I. Preparation of month-end and year-end journal entries;
 - J. Preparation of Prepared by Client Schedules for Audit; and
 - K. Preparation of Schedule of Expenditures of Federal Awards.



SECOND AMENDMENT TO ACCOUNTING/FINANCE SERVICES PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT AGREEMENT ("Agreement") is made as of November 15, 2022, by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and Kajiwara Communications (hereinafter, "Consultant"). For the purposes of this Agreement, City and Consultant may be referred to collectively by the term "Parties." The term "Party" may refer to City or Consultant interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

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

WHEREAS, Consultant was retained to provide critical accounting/finance services for the City; and

WHEREAS, on April 19, 2021, the Parties executed and entered into that certain agreement entitled, Professional Services Agreement (Accounting/Finance Services) (hereinafter, the "Master Agreement").

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

1. Compensation. Consultant shall continue to perform critical accounting/finance services, as outlined in the original scope of services in the Master Agreement at an additional not-to-exceed sum of Seventy-Five Thousand Dollars (\$75,000.00).

2. Except as otherwise set forth in this Second Amendment, the terms of the Master Agreement shall control. This Second Amendment Agreement with the Professional Services Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

CITY OF HUNTINGTON PARK:

By: _____
Ricardo Reyes
City Manager

Date: _____

KAJIWARA COMMUNICATIONS:

By: _____
Laurie Kajiwara
Consultant

Date: _____

ATTACHMENT "B"

EXHIBIT "B"
RATE TABLE

Kajiwara Communications
Consulting Rates

Level	Hourly Rate
Principal	\$ 75
Sr. Associate	45
Associate	25
Assistant	18

***Overtime will be charged at 1.5x
for any hours over 40 per week**

ITEM NO. 13



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 15, 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 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. Open the public hearing and hear objections or protests, if any, to the adoption of an ordinance amending the City's Municipal Code, Article 4 "Mandatory Water Conservation" in Chapter 5 "Water System" at Title 6 "Sanitation and Health";
2. Close the public hearing; and
3. Adopt Ordinance an declaring the adoption 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

At the November 1, 2022 City Council meeting, the City Council approved setting November 15, 2022 as the public hearing date to hear any objections or protests to the adoption of the City's Municipal Code, Article 4 "Mandatory Water Conservation" in Chapter 5 "Water System" at Title 6 "Sanitation and Health."

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

**PUBLIC HEARING 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 15, 2022

Page 2 of 3

through October 31, and for 30 minutes, or two days per week, per station, from 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

California Water Code sections 375 et seq. empower any public entity which supplies water at retail or wholesale to adopt and enforce a water conservation program to reduce the quantity of water used by those within its service area after holding a public hearing and making appropriate findings of necessity for the adoption of a water conservation program.

During a Level 2 Drought Response condition, City water consumers shall comply with Level 1 Drought Response water conservation practices during a Level 2 Drought Alert, and shall also comply with the following additional mandatory conservation measures:

- a. Limit residential and commercial landscape irrigation to no more than three assigned days per week.
- b. Limit lawn watering and landscape irrigation using sprinklers to no more than ten (10) minutes per watering station per day. This provision does not apply to landscape irrigation systems using water efficient devices, including but not limited to: weather-based controllers, drip/micro-irrigation systems and stream rotor sprinklers.
- c. Water landscaped areas, including trees and shrubs located on residential and commercial properties, and not irrigated by a landscape irrigation system.
- d. Repair all leaks within seventy-two (72) hours of notification by Code Enforcement unless other arrangements are made.
- e. Stop operating ornamental fountains or similar decorative water features unless recycled water is used.

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.

**PUBLIC HEARING 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 15, 2022

Page 3 of 3

Respectfully submitted,



RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

ATTACHMENT(S)

- A. Ordinance declaring the adoption amending the City's Municipal Code, Article 4 "Mandatory Water Conservation" in Chapter 5 "Water System" at Title 6 "Sanitation and Health."

ATTACHMENT "A"

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1 **WHEREAS**, Water Code section 375, subdivision (c) defines “public entity” to include a
2 city, county, special district, water authority, or any other municipal public corporation or district;
3 and

4 **WHEREAS**, pursuant to Water Code section 376 and Government Code 6061, the City must
5 publish in a newspaper of general circulation any ordinance or resolution adopting a water
6 conservation program within 10 days after its adoption; and

7
8 **WHEREAS**, the adoption and enforcement of a comprehensive water conservation program
9 will allow the City to delay or avoid declaring a water shortage emergency pursuant to Water Code
10 section 350; and

11 **WHEREAS**, on March 28, 2022, the Governor declared the California Emergency Services
12 Act (Executive Order N-7-22) effective immediately to combat the State’s water shortage drought;
13 and

14
15 **WHEREAS**, on November 15, 2022, the City held a public hearing and made appropriate
16 findings of necessity for the adoption of a water conservation program.

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

19 **SECTION 1.** The City Council for the City hereby finds the above recitals true and correct
20 and incorporates them herein as part of the findings.

21 **SECTION 2.** Section 6-5.402 of the Huntington Park Municipal Code shall be modified as
22 follows:

23 **6-5.402 General prohibition.**

24 No customer of the City shall make, cause, use or permit the use of water from the City in a
25 manner contrary to any provision of this article or in an amount in excess of that use permitted by any
26 curtailment provisions then in effect pursuant to action taken by the governing board in accordance
27 with the provisions of this article.

28 **State Water Conservation Permanent Water Use Prohibitions:**

(a) To prevent the waste and unreasonable use of water and to promote water

1 conservation, each of the following actions is prohibited, except where necessary to address an
2 immediate health and safety need or to comply with a term or condition in a permit issued by a state
3 or federal agency:

4 (1) The application of potable water to outdoor landscapes in a manner that causes runoff such
5 that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways,
6 parking lots, or structures;

7 (2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the
8 hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water
9 immediately when not in use;

10 (3) The application of potable water to driveways and sidewalks;

11 (4) The use of potable water in a fountain or other decorative water feature, except where the
12 water is part of a recirculating system;

13 (5) The application of potable water to outdoor landscapes during and within 48 hours after
14 measurable rainfall;

15 (6) The serving of drinking water other than upon request in eating or drinking establishments,
16 including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where
17 food or drink are served and/or purchased;

18 (7) The irrigation with potable water of ornamental turf on public street medians; and

19 (8) The irrigation with potable water of landscapes outside of newly constructed homes and
20 buildings in a manner inconsistent with regulations or other requirements established by the
21 California Building Standards Commission and the Department of Housing and Community
22 Development.

23 (b) To promote water conservation, operators of hotels and motels shall provide guests
24 with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall
25 prominently display notice of this option in each guestroom using clear and easily understood
26 language.

27 (c) Upon this subdivision taking effect, all commercial, industrial and institutional
28 properties that use a water supply, any portion of which is from a source other than a water supplier
29 subject to section 864.5 or 865 of this article, shall either:

(1) Limit outdoor irrigation of ornamental landscapes or turf with potable water to no
30 more than two days per week; or

(2) Target potable water use reductions commensurate with those required of the nearest

1 urban water supplier under section 864.5 or, if applicable, section 865. Where this option is chosen,
2 these properties shall implement the reductions on or before July 1, 2016.

3 (d) The taking of any action prohibited in subdivision (a) or, (e), or (f), or the failure to
4 take any action required in subdivision (b) or (c), is an infraction punishable by a fine of up to five
5 hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in
6 addition to, and does not supersede or limit, any other remedies, civil or criminal.

7 (1) To prevent the waste and unreasonable use of water and to promote water
8 conservation, any homeowners' association or community service organization or similar entity is
9 prohibited from:

10 (A) Taking or threatening to take any action to enforce any provision of the governing
11 documents or architectural or landscaping guidelines or policies of a common interest development
12 where that provision is void or unenforceable under section 4735, subdivision (a) of the Civil Code;
13 or

14 (B) Imposing or threatening to impose a fine, assessment, or other monetary penalty
15 against any owner of a separate interest for reducing or eliminating the watering of vegetation or
16 lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil
17 Code.

18 (2) As used in this subdivision:

19 (A) "Architectural or landscaping guidelines or policies" includes any formal or informal
20 rules other than the governing documents of a common interest development.

21 (B) "Homeowners' Association" means an "association" as defined in section 4080 of the
22 Civil Code.

23 (C) "Common interest development" has the same meaning as in section 4100 of the Civil
24 Code.

25 (D) "Community service organization or similar entity" has the same meaning as in
26 section 4110 of the Civil Code.

27 (E) "Governing documents" has the same meaning as in section 4150 of the Civil Code.

28 (F) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of
subdivision (e)(1) is initiated, each day the proceeding remains pending shall constitute a separate
violation of this regulation.

(e) To prevent the waste and unreasonable use of water and to promote water
conservation, any city, county, or city and county is prohibited from imposing a fine under any local

1 maintenance ordinance or other relevant ordinance as prohibited by section 8627.7 of the
2 Government Code.

3
4 **6-5.403 Level 1 Drought Response Phase I Shortage.**

5 ~~—(a) A Phase I shortage shall be declared when the City determines that future water supplies are~~
6 ~~uncertain. In this phase, the City requests a ten (10%) percent voluntary reduction in consumption by~~
7 ~~residents.~~

8 (a) During a Level 1 Drought Response condition, as mandated by the State, City will
9 increase its public education and outreach efforts to emphasize increased public awareness of the
10 need to implement the following voluntary water conservation practices:

11 (1) Stop washing down paved surfaces, including but not limited to sidewalks, driveways,
12 parking lots, tennis courts, or patios, except when it is necessary to alleviate safety or sanitation
13 hazards.

14 (2) Stop water waste resulting from inefficient landscape irrigation, such as runoff, low
15 head drainage, or overspray, etc. Similarly, stop water flows onto non-targeted areas, such as
16 adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

17 (3) Irrigate residential and commercial landscape before 10 a.m. and after 8 p.m. only.

18 (4) Use a hand-held hose equipped with a positive shut-off nozzle or bucket to water
19 landscaped areas, including trees and shrubs located on residential and commercial properties that are
20 not irrigated by a landscape irrigation system.

21 (5) Irrigate nursery and commercial grower's products before 10 a.m. and after 8 p.m.
22 only. Watering is permitted at any time with a hand-held hose equipped with a positive shut-off
23 nozzle, a bucket, or when a drip/micro-irrigation system/equipment is used. Irrigation of nursery
24 propagation beds is permitted at any time. Watering of livestock is permitted at any time.

25 (6) Use re-circulated water to operate ornamental fountains.

26 (7) Wash vehicles using a bucket and a hand-held hose with positive shut-off nozzle,
27 mobile high pressure/low volume wash system, or at a commercial site that re-circulates (reclaims)
28 water on-site. Avoid washing during hot conditions when additional water is required due to
29 evaporation.

30 (8) Serve and refill water in restaurants and other food service establishments only upon
31 request.

32 (9) Offer guests in hotels, motels, and other commercial lodging establishments the option
33 of not laundering towels and linens daily.

1 (10) Repair all water leaks within five (5) days of notification by the City unless other
2 arrangements are made with the Director of Field Services.

3 (11) Use recycled or non-potable water for construction purposes when available.

4
5 **6-5.404 Level 2 Drought Response Phase II shortage.**

6 (a) During a Level 2 Drought Response condition, as mandated by the State, all persons
7 using City supplied water shall comply with all State Water Conservation Permanent Water Use
8 Prohibitions, and Level 1 Drought Response water conservation practices during a Level 2 Drought
9 Alert, and shall also comply with the following additional mandatory conservation measures:

10 (1) Limit residential and commercial landscape irrigation to two days per week and during
11 the hours between 8:00 p.m. and 10:00 a.m. on a schedule established by the Director of Field
12 Services and posted by the City. During the months of November through May, landscape irrigation
13 is limited to no more than once per week on a schedule established by the Director of Field Services
14 and posted by the City. This section shall not apply to commercial growers or nurseries.

15 (2) Limit lawn watering and landscape irrigation using sprinklers to no more than ten (10)
16 minutes per watering station per day. This provision does not apply to landscape irrigation systems
17 using water efficient devices, including but not limited to: weather-based controllers, drip/micro-
18 irrigation systems and stream rotor sprinklers.

19 (3) Water landscaped areas, including trees and shrubs located on residential and
20 commercial properties, and not irrigated by a landscape irrigation system governed by Section 6-
21 5.404(a)(1), on the same schedule set forth in Section 6-5.404(a)(1) by using a bucket, hand-held hose
22 with positive shut-off nozzle, or low-volume non-spray irrigation, for no more than ten (10) minutes
23 per watering day.

24 (4) Repair all leaks within seventy-two (72) hours of notification by the City unless other
25 arrangements are made with the Director of Field Services.

26 (5) Stop operating ornamental fountains or similar decorative water features unless
27 recycled water is used.

28 ~~(a) A Phase II shortage shall be declared when the City determines that it is likely that it will~~
~~suffer a five (5%) percent reduction in its water supply.~~

~~(b) The following restrictions of the use of water shall be in effect during a Phase II shortage:~~

1
2 ~~—(1) There shall be no hose washing of sidewalks, walkways, driveways, parking areas or other~~
3 ~~paved surfaces except as is required for sanitary purposes;~~

4 ~~—(2) Washing of motor vehicles, trailers, boats and other types of mobile equipment shall be done~~
5 ~~only with a hand held bucket or a hose equipped with a positive shutoff nozzle for quick rinses,~~
6 ~~except that washing may be done at the immediate premises of a commercial car wash with reclaimed~~
7 ~~water;~~

8
9 ~~—(3) No water shall be used to clean, fill or maintain levels in decorative fountains, ponds, lakes~~
10 ~~or other similar aesthetic structures unless such water is part of a recycling system;~~

11 ~~—(4) No restaurant, hotel, cafe, cafeteria or other public place where food is sold, served or~~
12 ~~offered for sale, shall serve drinking water to any customer unless expressly requested;~~

13
14 ~~—(5) All customers of the City shall promptly repair all leaks from indoor and outdoor plumbing~~
15 ~~fixtures;~~

16 ~~—(6) No lawn, landscape or other turf area shall be watered on days other than Monday,~~
17 ~~Wednesday and Friday and during the hours between 10:00 a.m. and 4:00 p.m.; except that this~~
18 ~~provision shall not apply to commercial nurseries or other water dependent industries;~~

19
20 ~~—(7) No customer of the city shall cause or allow the water to run off landscape areas into~~
21 ~~adjoining streets, sidewalks or other paved areas due to incorrectly directed or maintained sprinklers~~
22 ~~or excessive watering.~~

23 ~~—(c) No customer shall take, cause, use or permit the use of water from the City for any purpose in~~
24 ~~an amount in excess of ninety five (95%) percent of the amount used on the customer's premises~~
25 ~~during the corresponding billing period during the prior billing year.~~

26
27 ~~(§ 1, Ord. 484 NS, eff. April 17, 1991, as amended by § 2, Ord. 513 NS, eff. January 6, 1993)~~

28 **6-5.405 Level 3 Drought Response Phase III shortage.**

1 (a) During a Level 3 Drought Response condition, as mandated by the State, all persons
2 using City supplied water shall comply with all State Water Conservation Permanent Water Use
3 Prohibitions, Level 1, and Level 2 Drought Response conditions and shall also comply with the
4 following additional mandatory conservation measures:

5 (1) Limit residential and commercial landscape irrigation to two days per week during the
6 hours between 8:00 p.m. and 10:00 a.m., as otherwise established by the Director of Field Services
7 and posted by the City. During the months of November through May, landscape irrigation is limited
8 to no more than once per week on a schedule established by the Director of Field Services and posted
9 by the City. This section shall not apply to commercial growers or nurseries.

10 (2) Water landscaped areas, including trees and shrubs located on residential and
11 commercial properties, and not irrigated by a landscape irrigation system governed by Section 6-
12 5.405(a)(1), on the same schedule set forth in Section 6-5.405(a)(1) by using a bucket, hand-held hose
13 with a positive shut-off nozzle, or low-volume non-spray irrigation, for no more than ten (10) minutes
14 per watering day.

15 (3) Stop filling or re-filling ornamental lakes or ponds, except to the extent needed to
16 sustain aquatic life, provided that such animals are of significant value and have been actively
17 managed within the water feature prior to declaration of a drought response level under this
18 ordinance.

19 (4) Stop washing vehicles except at commercial carwashes that re-circulate water, or by
20 high pressure/low volume wash systems.

21 (5) Repair all leaks within forty-eight (48) hours of notification by the City unless other
22 arrangements are made with the General Manager.

23 (6) Additionally, no new potable water service shall be provided, no new temporary
24 meters or permanent meters shall be provided, and no statements of immediate ability to serve or
25 provide potable water service (such as, will serve letters, certificates or letters of availability) shall be
26 issued, except under the following circumstances:

27 (i) A valid, unexpired building permit has been issued for the project; or
28 (ii) The project is necessary to protect the public's health, safety, and welfare; or
29 (iii) The applicant provides substantial evidence of an enforceable commitment that water
30 demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction
31 of City.

32 This provision shall not be construed to preclude the resetting or turn-on of meters to provide

1 continuation of water service or to restore service that has been interrupted for a period of one year or
2 less.

3
4 ~~—(a) A Phase III shortage shall be declared whenever the City determines that it is likely that it~~
5 ~~will suffer a ten (10%) percent reduction in its water supply.~~

6 ~~—(b) The following restrictions on the use of water shall be in effect during a Phase III shortage:~~

7
8 ~~—(1) The restriction listed in Section 6-5.404, subsection (b) shall be in effect, except that~~
9 ~~residential outside watering of lawn, landscaping and other turf areas shall be modified to prohibit~~
10 ~~watering on days other than Monday and Thursday during the hours between 6:00 a.m. and 6:00 p.m.;~~

11 ~~—(2) Commercial nurseries and other water dependent industries shall be prohibited from~~
12 ~~watering lawn, landscaping and other turf areas more often than every other day and between the~~
13 ~~hours of 10:00 a.m. and 4:00 p.m.; except that there shall be no restriction on watering utilizing~~
14 ~~reclaimed water.~~

15
16 ~~—(c) No customer shall take, cause, use or permit the use of water from the City for any purpose in~~
17 ~~an amount in excess of ninety (90%) percent of the amount used on the customer's premises during~~
18 ~~the corresponding billing period of the prior billing year.~~

19 ~~(§ 1, Ord. 484 NS, eff. April 17, 1991, as amended by § 3, Ord. 513 NS, eff. January 6, 1993)~~

20
21 **6-5.406 Level 4 Drought Response Phase IV shortage.**

22 (a) During a Level 4 Drought Response condition, as mandated by the State, all persons
23 using City supplied water shall comply with all State Water Conservation Permanent Water Use
24 Prohibitions, Level 1, Level 2, and Level 3 Drought Response conditions and shall also comply with
25 the following additional mandatory conservation measures:

26 (1) Stop all landscape irrigation, except crops and landscape products of commercial
27 growers and nurseries. This restriction shall not apply to the following categories of use unless the
28 City has determined that recycled water is available and may be lawfully applied to the use:

(i) Maintenance of trees and shrubs that are watered on the same schedule set forth in
Section 6-5.405(a)(1) by using a bucket, hand-held hose with a positive shut-off nozzle, or low-

1 volume non-spray irrigation, for no more than ten (10) minutes per watering day;

2 (ii) Maintenance of existing landscaping necessary for fire protection as specified by the
3 Fire Marshal of the local fire protection City having jurisdiction over the property to be irrigated;

4 (iii) Maintenance of existing landscaping for erosion control;

5 (iv) Maintenance of plant materials identified to be rare or essential to the well-being of
6 rare animals;

7 (v) Maintenance of landscaping within active public parks and playing fields, day care
8 centers, school grounds, cemeteries, and golf course greens, provided that such irrigation does not
9 exceed two (2) days per week according to the schedule established under Section 6-5.405(a)(1);

10 (vi) Watering of livestock; and

11 (vii) Public works projects and actively irrigated environmental mitigation projects.

12 (2) Repair all water leaks within twenty-four (24) hours of notification by the City unless
13 other arrangements are made with the Director of Field Services.

14 ~~(a) A Phase IV shortage shall be declared when the City determines that it will suffer a fifteen~~
15 ~~(15%) percent reduction in its water supply.~~

16 ~~(b) The following restrictions on the use of water shall be in effect during a Phase IV shortage:~~

17 ~~(1) The restriction listed in Section 6-5.404, subsection (b) shall be in effect, except that there~~
18 ~~shall be no residential outside watering of lawn, landscaping and other turf areas at any time except~~
19 ~~by bucket;~~

20 ~~(2) Commercial nurseries and other water dependent industries shall be prohibited from~~
21 ~~watering lawn, landscaping and other turf areas more often than every third day and between the~~
22 ~~hours of 6:00 a.m. and 6:00 p.m.; except that there shall be no restriction on watering utilizing~~
23 ~~reclaimed water;~~

24 ~~(3) The use of water from fire hydrants shall be limited to firefighting related activities, and~~
25 ~~other uses of water for municipal purposes shall be limited to activities necessary to maintain the~~
26 ~~public health, safety and welfare.~~

27 ~~(c) No customer shall take, cause, use or permit the use of water from the City for any purpose in~~
28

1 ~~an amount in excess of eighty five (85%) percent of the amount used on the customer's premises~~
2 ~~during the corresponding billing period of the prior billing year.~~

3
4 (~~§ 4, Ord. 513-NS, eff. January 6, 1993~~)

5 ~~6-5.407 Phase V shortage.~~

6 ~~—(a)— A Phase V shortage shall be declared when the city determines that it will suffer a twenty~~
7 ~~(20%) percent reduction in its water supply.~~

8
9 ~~—(b)— The application for relief may include a request that the customer be relieved, in whole or in~~
10 ~~part, from the water use curtailment provisions of Sections 6-5.404(c), 6-5.405(c) or 6-5.406(c).~~

11 ~~—(c)— No customer shall take, cause, use or permit the use of water from the City for any purpose in~~
12 ~~an amount in excess of eighty (80%) percent of the amount used on the customer's premises during~~
13 ~~the corresponding billing period of the prior billing year.~~

14
15 (~~§ 5, Ord. 513-NS, eff. January 6, 1993~~)

16 ~~6-5.408 Phase VI shortage.~~

17 ~~—(a)— A Phase VI shortage shall be declared when the City determines that it will suffer a thirty~~
18 ~~(30%) percent reduction in its water supply.~~

19
20 ~~—(b)— The application for relief may include a request that the customer be relieved, in whole or in~~
21 ~~part, from the water use curtailment provisions of Sections 6-5.404(c), 6-5.405(c) or 6-5.406(c).~~

22 ~~—(c)— No customer shall take, cause, use or permit the use of water from the City for any purpose in~~
23 ~~an amount in excess of seventy (70%) percent of the amount used on the customer's premises during~~
24 ~~the corresponding billing period of the prior billing year.~~

25
26 (~~§ 6, Ord. 513-NS, eff. January 6, 1993~~)

27
28 **6-5.409 6-5.407 Relief from compliance.**

(§ 1, Ord. 484-NS, eff. April 17, 1991; repealed by § 1, Ord. 498-NS, eff. February 19, 1992,

renumbered by § 7, Ord. 513-NS, eff. January 6, 1993)

6-5.410 6-5.408 Failure to comply.

~~—(a) For each violation by any customer of the water use curtailment provisions of subsection (c) of Section 6-5.404, 6-5.405, 6-5.406, 6-5.407, or 6-5.408 a surcharge shall be imposed in an amount equal to 200 percent of the portions of the water bill that exceeds the respective percentage set in those five subsections.~~

~~(b)~~(a) Violation by any customer of the water use prohibitions of Section 6-5.402, or restrictions found in ~~subsection (b)~~ of Sections 6-5.404, 6-5.405, or 6-5.406 shall be penalized as follows:

(1) First Violation. The City shall issue a written notice of the fact of a first violation to the customer.

(2) The first violation after written notice to customer shall result in a One Hundred and no/100ths (\$100.00) Dollars fine for that first issued citation.

(3) Two Hundred and no/100ths (\$200.00) fine for the second citation issued.

(4) Five Hundred and no/100ths (\$500.00) fine for the third and subsequent citations issued.

(c) The City shall give notice of violation to the customer committing the violation as follows:

(1) Notice of violation ~~of the water use curtailment provisions of subsection (c) of Section 6-5.404, 6-5.405, 6-5.406, 6-5.407, or 6-5.408 or of first violations of the water use prohibitions of Section 6-5.402 or of subsection (b) of Sections 6-5.404, 6-5.405, or 6-5.406~~ shall be given in writing by regular mail.

(2) Notice of second or subsequent violations of the water use prohibitions of those sections shall be given in writing in the following manner:

(i) By giving the notice to the customer personally;

(ii) If the customer is absent from or unavailable at the premises at which the violation occurred, by leaving a copy with some person of suitable age and discretion at the premises and sending a copy through the regular mail to the address at which the customer is normally billed; or

(iii) If a person of suitable age or discretion cannot be found, then by affixing a copy in a conspicuous place at the premises at which the violation occurred and also sending a copy through the regular mail to the address at which the customer is normally billed;

1 (iv) The notice shall contain a description of the facts of the violation, a statement of the
2 possible penalties for each violation, and a statement informing the customer of his or her right to a
3 hearing on the merits of the violation pursuant to Section ~~6-5.411~~6-5.409.

4 **~~6-5.411~~ 6-5.409 Hearing regarding violation.**

5 (a) Any customer receiving notice of a second or subsequent violation of ~~subsection (b) of~~
6 Sections 6-5.403, 6-5.404 or 6-5.405 shall have a right to a hearing by the Director of Field Services
7 of the City within fifteen (15) days of mailing or other delivery of the notice of violation.

8 (b) The customer's timely written request for a hearing shall automatically stay
9 installation of a flow-restricting device on the customer's premises until the Director of Field
10 Services renders his or her decision.

11 (c) The customer's timely written request for a hearing shall not stay the imposition of a
12 surcharge unless within the time period to request a hearing, the customer deposits with the City
13 money in the amount of any unpaid surcharge due. If it is determined that the surcharge was wrongly
14 assessed, the City will refund any money deposited to the customer.

15 (d) The decision of the Director of Field Services shall be final.

16 (e) The Director of Field Services may delegate his or her duties and responsibilities
17 under this section as appropriate.

18 **~~6-5.412~~ 6-5.410 Additional water shortage measures.**

19 The City may order implementation of water conservation measures in addition to those set
20 forth in Sections 6-5.403, 6-5.404 and 6-5.405. Such additional water conservation measures shall be
21 implemented in the manner provided in Section 6-5.401(c).

22 **~~6-5.413~~ 6-5.411 Public health and safety not to be affected.**

23 Nothing in this article shall be construed to require the City to curtail the supply of water to
24 any customer when such water is required by that customer to maintain an adequate level of public
25 health and safety.

26 **SECTION 3.** If any section, subsection, sentence, clause, phrase, or portion of this
27 Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of
28 competent jurisdiction, such decision shall not affect the validity of the remaining portions of this
Ordinance. The City Council of the City hereby declares that it would have adopted this Ordinance

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

4 **SECTION 4.** The City Clerk shall certify to the passage of this Ordinance and shall cause the
5 same to be published in the manner prescribed by law.

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

8
9 **PASSED, APPROVED, AND ADOPTED** this ____ day of _____, 2022.

10
11 **ATTEST:**

CITY OF HUNTINGTON PARK

12
13 _____
14 Eduardo Sarmiento, City Clerk

Eduardo Martinez, Mayor

15 **APPROVED AS TO FORM:**

16
17 _____
18 Arnold M. Alvarez-Glasman,
19 City Attorney
20
21
22
23
24
25
26
27
28

ITEM NO. 14



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 15, 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:

REVOCATION OF MEDICAL MARIJUANA BUSINESS LICENSE (MMBP) 16-04 FOR BUSINESS LOCATED AT 5925 SOUTH ALAMEDA STREET #B

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a Public Hearing and receive public testimony; and
2. Revoke Medical Marijuana Business License No. 16-04 for business located at 5925 South Alameda Street, Suite B with the findings therein.

BACKGROUND

On October 12, 2022, and October 13, 2022, Community Development Department (COD) Staff along with Huntington Park Police Department Detectives, assisted in a site inspection lead and requested by the California Department of Cannabis Control (DCC). Upon inspections, it was found that the business located at 5925 South Alameda Street #8, United Health & Care Center (UHCC), was in violation of its issued Huntington Park and California State medical and recreational marijuana business and operator licenses respectively. The operator(s) on site October 12, 2022, Zahid Butt and Jaime Mohamma operating the medical/recreational marijuana dispensary stated Mr. Patel sold the business approximately 2 years prior to Jafar Rashid (see attachment C). This is a violation of HPMC 3-1.103(a)(1), operating a business without a license and HPMC3-1.103(a)(3), operating a business without a certificate of occupancy. In addition, the operators knowingly and willingly constructed, operated, and maintained illegal operations at the establishment which is violation of HPMC Section 3-1.2406(a)(15).

At the business, staff observed equipment for extraction that was not part of the city approved plans and required a special permit from the DCC, which they did not have. Along with the machinery used for the extraction of THC oil, hazardous chemicals that required special handling were found on the premises. The quantity and different type of chemicals found on the site required specific DCC permits. Per DCC approximately eighty (80) bags of marijuana that weighed approximately thirty (30) pounds each, a total of more than one ton that was illegally grown and untraceable. The DCC had to bring in a

REVOCATION OF MEDICAL MARIJUANA BUSINESS LICENSE (MMBP) 16-04 FOR BUSINESS LOCATED AT 5925 SOUTH ALAMEDA STREET #B

November 15, 2022

Page 2 of 3

specialist to properly dispose of the illegally grown product as well as the product that was created on site with the unpermitted extraction operation.

The CDD Staff also discovered a room dedicated to the mailing of the marijuana products via the United States Postal Service, which was not a part of their approved business license and approved plans. The field inspection with the Police Department's assistance and through consultation with the DCC, it was confirmed that the room on the second floor was being used for packaging and shipping of product. The second floor was illegally subdivided for a separate microbusiness with no active business license from the city. The second floor had a locked fire escape door and it does not allow for operable ingress or egress, which is in violation of 2022 California Fire Code Chapter 10, Section 1010.2.

Additionally, Community Development Department Staff noted plenty of illegal construction that was completed throughout the first floor, which did not reflect any approved set of plans on file with the city. There was insufficient ventilation available for all manufacturing areas including the area where the illegal extraction operations were conducted. Furthermore, UHCC is in violation of HPMC Section 3-1.2404(v), which stipulates that security cameras shall operate twenty-four (24) hours per day and maintained for a period no less than 30 days. During the site inspections, Staff noted that security cameras were disabled, and surveillance history was not maintained. UHCC is also in violation of HPMC Section 3-1.2413, which mandates that the City shall be provided access to any and all financial information at any time, as needed along with any documentation to verify the operation's accuracy. During the site inspections, no records or documentation of business operations were available, all hard drives on computers were missing and safes were emptied throughout the business.

Lastly, UHCC is in violation of HPMC Section 3-1.2412(c), which stipulates, "A medical marijuana business may only operate between the hours of 9:00 a.m. to 10:00 p.m., Monday through Sunday." Per the posted and active website for United Health Care Center, the business currently operates at an earlier opening time of 7:00 a.m. on Monday through Saturday. The only day of compliance is Sunday, where hours of operation are from 9:00 a.m. to 7 p.m.

The city provided the owner of record Vibha Patel a notification letter dated October 19, 2022, communicating the known initial violations found at the time of the investigation and provided a 20-day cure period. In addition, the city provided the acting owners or acting person(s) in possession of the business Jaime Mohammad and Zahid Butt a cease-and-desist notification letter dated October 19, 2022, for failure to have the proper permits and licenses required to operate lawfully in the city.

On November 8, 2022, the UHCC compliance representative, Marisela Nuno, informed the city the initial known building code violations cited to Mr. Patel were abated and requested Building and Safety, Planning and Code Enforcement to conduct a site visit on said day to validate. The city contends the initial building violations were abated within the 20-day cure period.

**REVOCATION OF MEDICAL MARIJUANA BUSINESS LICENSE (MMBP) 16-04 FOR
BUSINESS LOCATED AT 5925 SOUTH ALAMEDA STREET #B**

November 15, 2022

Page 3 of 3

This evening we have representation from the Huntington Park Police Department, Planning and Code Enforcement and the Los Angeles County Fire Department to testify on behalf of the incident as needed. State representatives from the DCC will also be in attendance. However, they are unable to comment as it is an active ongoing investigation.

CONCLUSION

It is recommended that the City Council conduct a public hearing on the Community Development Department's request to revoke the license in accordance with the procedures and standards set forth in HPMC Section 3-1.2408.

Staff recommends that the City Council revoke Medical Marijuana Business License No. 16-04 for the business located at 5925 South Alameda Street #8 for the reasons described.

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Interim Community Development Director

ATTACHMENT "A" Medical Marijuana Business Permit Application
ATTACHMENT "B" Business License for 5925 South Alameda St #8
ATTACHMENT "C" Tower Escrow Inc. Title Transfer
ATTACHMENT "D" Owner of Record Violation Letter
ATTACHMENT "E" Illegal Operator Violation Letter
ATTACHMENT "F" Site Inspection Photographs (October 13, 2022)
ATTACHMENT "G" Demolition Compliance Inspection (November 8, 2022)
ATTACHMENT "H" Huntington Park Municipality Violations
ATTACHMENT "I" State Violations
ATTACHMENT "J" Los Angeles County Fire Department: Health Hazardous Materials
Division Incident Report

MEDICAL MARIJUANA BUSINESS
PERMIT APPLICATION

ATTACHMENT A



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

MEDICAL MARIJUANA BUSINESS PERMIT APPLICATION

A5Z

R

FOR OFFICE USE ONLY

Date Filed: 4/26/16

File No.: 16-04

Fee/Receipt No.: \$5000.00

Initials: R

MMBP

BUSINESS ACTIVITY

Business activity includes (check all that apply): ☒ Cultivation and Manufacturing Facility ☐ Dispensary

APPLICANT'S INFORMATION

Applicant (if LLP/SCORP/LLC/INC, please attach a sheet with all owners/partners/officers information):

V18MA C. 'PATEL-- / U.V.-ed u\.-\ri... le... <f11\.-f-c
Mailing Address: 1Y 0 < 'ld \$ v;le. 7,00 , L A)c.c t >e,t;;ST/ C.4 92'23

Phone 1: (qs,) SZ/-3?3'1

Phone 2: (s,) zs&-352'2

Fax: _____

Driver's License/I.D Number: A3813't82

Issuing State: C4L+EOf=N.I.A'---

Email Address: V/hho..po.+ e /3 333@ y4 he>o tCe2 n-1

MEDICAL MARIJUANA BUSINESS INFORMATION

Medical Marijuana Business Address: Reut:J.I.

Square Footage of Medical Marijuana Business Facility: len/h.'

General Location of Medical Marijuana Business Facility: /A/ d: rJj

Assessor's Parcel Number for Medical Marijuana Business Facility (APN): + fi=nd.'?J---

PROPERTY OWNER'S INFORMATION (if applicable)

Property Owner: Pe:wl't AY&:ar

Mailing Address: _____

Phone 1: _____ Phone 2: _____ Fax: _____

APPLICANT BACKGROUND INFORMATION

Have you been issued a permit for the same or any similar business? ☒ Yes ☐ No

If so, please list all current and previous companies/businesses associated with the same or similar cannabis industry: &JA

Were any of the businesses suspended or revoked? ☒ Yes ☐ No

If so, what were the circumstances of the suspension or revocation? 17

Have you ever been convicted in court for any crime? No

**ACKNOWLEDGEMENT OF MEDICAL MARIJUANA BUSINESS OPERATING REQUIREMENTS
AND STANDARDS AS SET FORTH IN HUNTINGTON PARK ORDINANCE NOS. 2016-945 &
2016-946.**

On behalf of the Medical Marijuana Business Permit applicant, I, Vibbet C. Fule, declare under penalty of perjury that I have read and understand the provisions of Huntington Park Ordinance numbers 2016-945 and 2016-946, and will, collectively and individually, ensure that neither the Medical Marijuana Business nor its agents, members, employees, volunteers, owners and managers will engage in any activity that violates the Operating Conditions set forth in Huntington Park Ordinance Nos. 2016-945 and 2016-946, which state in relevant part that a Medical Marijuana Business shall abide by the following:

1. Location. The proposed location of a medical marijuana business shall only be in Industrial/ Manufacturing Planned Development ("MPD") Zones of the City of Huntington Park and shall not be within 600 feet of a public or private school, park, or religious structure.
2. Hours of Operation. A medical marijuana business may only operate between the hours of 9:00 am to 8:00 pm, Monday-Sunday.
3. Cash Management System. Cash handling and all cash transactions by employees are prohibited at any medical marijuana business. All medical marijuana transactions shall operate through a cash management system that includes and has a point of sale and seed to sale system, all integrated into one cash management operation system. All transactions must be completed through this system.
4. Use of Marijuana. No marijuana shall be smoked, ingested or otherwise consumed on the premises of the medical marijuana business.
5. Alcohol. The medical marijuana business shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages.
6. Exterior Signage. All exterior signage must comply with the City's existing sign ordinance.
7. Loitering. Loitering shall not be permitted in front of or at the medical marijuana business.
8. Minors. It is unlawful for any medical marijuana business permittee, operator, or other person in charge of any medical marijuana business to employ any person who is not at least 18 years of age. Persons under the age of 18 shall not be allowed on the premises of a medical marijuana business. The entrance to a medical marijuana business shall be clearly and legibly posted with a notice indicating that persons under the age of 18 are precluded from entering the premises.
9. Storage. A medical marijuana business shall have suitable locked storage on premises, identified and approved as a part of the security plan, for after-hours storage of medical marijuana.

10. Security Plans. A medical marijuana business shall provide adequate security on the premises, in accordance with a security plan approved by the Chief of Police and as reviewed by the City Council, including provisions for adequate lighting and alarms, in order to ensure the safety of persons and to protect the premises from theft. The medical marijuana business shall have twenty-four hour armed security.
11. Security Cameras. Security surveillance cameras shall operate twenty-four hours per day and be installed to monitor the main entrance and exterior of the premises to discourage and to report loitering, crime, illegal or nuisance activities. Security video shall be maintained for a period of not less than 30 days. City police shall have unlimited access to security cameras and videos at no cost to the city.
12. Alarm System. Professionally monitored robbery alarm and burglary alarm systems shall be installed and maintained in good working condition within the medical marijuana business at all times.
13. Emergency Contact. A medical marijuana business shall provide an emergency contact with the name, cell phone number, and facsimile number of an on-site community relations staff person to whom the City may provide notice of any operating problems associated with the dispensary.
14. Controls. A medical marijuana business shall, at all times, have controls to verify membership to ensure medical marijuana will be dispensed only to qualified patients and primary caregivers, to acquire, possess, and distribute marijuana to and from members, and to ensure marijuana is acquired as part of a closed-circuit of marijuana cultivation and consumption.
15. If the medical marijuana business is a medical marijuana dispensary or a joint medical marijuana dispensary and cultivation and manufacturing facility, the following operating standards shall apply to the dispensary:
 - a. Dispensing. A dispensary shall only dispense to qualified patients or primary caregivers with a currently valid physician's approval or recommendation in compliance with the criteria in California and Safety Code Section 11362.5 et seq. or a state or county issued Medical Marijuana Identification Card. Dispensaries shall require such persons to provide valid official identification, such as Department of Vehicles driver's license or State Identification Card. Prior to dispensing medical cannabis is or remains a qualified patient pursuant to state Health and Safety Code Section 11362.5.
 - b. Access. The entrance area of the dispensary building must be strictly controlled. A viewer or video camera must be installed in the door that allows maximum angle or view of the exterior entrance.
16. If the medical marijuana business is a cultivation and manufacturing facility or a joint medical marijuana dispensary and cultivation and manufacturing facility, the following operating standards shall apply to the cultivation and manufacturing facility:
 - a. Indoor cultivation. A cultivation and manufacturing facility may only cultivate marijuana indoors, no outdoor cultivation shall be permitted.

b. Access. The entrance area of the cultivation and manufacturing facility shall be strictly controlled. A viewer or video camera shall be installed in the door that allows maximum angle view of the exterior entrance.

17. If an Applicant is granted a Permit to operate solely a dispensary or solely a cultivation and manufacturing facility, then the subject Permittee may only expand its use to both a dispensary and cultivation and manufacturing facility at the subject location upon City Manager approval.

18. Fees. A medical marijuana business shall agree to pay all City fees, including, but, not limited to, the business license fee and Regulatory Fee required by Huntington Park Ordinance No. 2016-946. A medical marijuana business shall also agree to pay all fees required by the terms of the pending MOU, negotiated and agreed upon by City and Permittee, before final issuance of the City business license and MMBP.

I/We, Vihba C. YQ.tel and Heidi
(Printed Name of Applicant) (Printed Name of Property Owner (if applicable))

Collectively acknowledge the operating standards listed in the City of Huntington Park Ordinance Nos. 2016-945 and 2016-946. We further acknowledge that we have read, understand, and shall ensure compliance with the aforementioned operating standards and all applicable provisions of the City of Huntington Park Ordinance Nos. 2016-945 and 2016-946 at the medical marijuana business facility entitled:

United Health and Care Center
(Name of Medical Marijuana Business facility)

I/We certify under penalty of perjury that the foregoing information is true and correct.

Executed this 15 day of April 2016 in Huntington Park, California.

Vihba C. YQ.tel
Printed Name and Title of Applicant

Heidi
Printed Name and Title of Property Owner (if Applicable)

Vihba
Signature of Applicant

Heidi
Signature of Property Owner (if Applicable)

INFORMATION AND RELEASE FORM

The undersigned, on behalf of Vibha C. Patel, hereby authorize the
(Name of Applicant)

City of Huntington Park, by and through its appropriate officers, agents and employees to verify and confirm the information contained in this application, and to conduct such other investigations as may be reasonably required by the City of Huntington Park, its officers, agents and employees for the purpose of determining the capability, fitness and capacity of the above named Medical Marijuana Business to obtain the Medical Marijuana Business Permit.

The applicant by signing this Information Release Form consents to service of any notice required or provided for by the laws, rules, regulations, or ordinances of the City of Huntington Park upon the person(s) at the address listed for applicant, will constitute sufficient and legal notice, unless said applicant listed an attorney of record and/or agent for service of process, with sufficient contact information.

The applicant consents and agrees that full compliance will be made with all applicable State laws and City ordinances governing the conduct of the particular type of activity for which the Medical Marijuana Business Permit is requested. The applicant by signing this Information Release Form understands that any incomplete or false information may constitute grounds for denial of the requested Permit.

This form MUST be signed by each applicant.

X Vibha C. Patel
(Signature of Applicant)

Vin'ha C. Patel
(Printed Name & Title)

4/25/16
(Date)

This release may be executed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Facsimile signature(s) shall be deemed the equivalent of original signatures.

I declare under penalty of perjury that I have read the forgoing application and all information, statements, verifications, declarations and authorizations made, attached to and contained herein, and that I have personal knowledge of the information contained in the application, and that the information contained in the application is true and correct, and that the application was completed under the direction and supervision of person(s)/individual(s) with authority to complete this application on behalf of the medical marijuana business..

Executed this 25 day of April 2016, at Huntington Park, California.

Agreement

By signing below I have read, understood, and agree to the following:

1. By submitting an Application, the Applicant accepts to:
 - a. Adverse public notice, publicity, embarrassment, criticism, financial loss, or all other actions and consequences which may result from activities with respect to reviewing, processing, approving or disapproving any Application.
 - b. Investigation and inquiry that the City determines appropriate and is further expressly authorizing the City to conduct a criminal background check of Applicant prior to any potential issuance of a Permit as well as to conduct such other verification of criminal history and financial condition as the City elects to pursue.
 - c. Waive any claims for damages against the City or its agents.
2. Permit Eligibility Process
 - a. Applicant must not have prior criminal conviction for drug related offenses
 - b. The City will be provided access to any and all financial information at any time, as needed.
 - c. The City is authorized to examine a person under oath, for the purpose of verifying the accuracy of any information provided.
 - d. Every Permittee is directed and required to furnish to the City the means, facilities and opportunity for making such financial examinations and investigations.
 - e. Applicants are prohibited from lobbying members of the City Council or City staff regarding the approval of a Permit.
 - f. Applicants are prohibited from contacting any City Council member regarding a medical marijuana business or a Permit between the date that the applications become available and the date that the City Council acts on applications. Any attempt to contact a City Council Member during this period will disqualify the applicant from consideration for a permit.
3. Investigation:
 - a. City Council may investigate the effects business may have on the public peace, health, safety, and general welfare of the City and its inhabitants.
 - b. Police Chief will determine whether or not the applicant has been convicted of a felony or any crime involving theft, embezzlement, or moral turpitude or have had a license or permit for a similar business suspended, canceled, or revoked.
 - c. The Police Chief will make a report on his or her findings with his or her criminal background recommendations.
 - d. If any of the investigating officers find that the applicant does not comply with applicable laws or that granting a permit will result in a violation of any law, he or she shall recommend to city council that the application be denied.
4. Permit Expiration Renewal
 - a. All permits shall automatically renew annually unless the Permit is revoked or suspended.
5. Annual Regulatory Fee
 - a. The Applicant shall pay an annual Regulatory Fee. The Regulatory Fee shall be set by City Council resolution, as modified from time to time. The Regulatory fee will cover staff time for monitoring, regulation, documenting breach, and nullifying Permits.
6. Permit Assignability
 - a. Permittee cannot transfer, assign or attempt to assign any Permit issued without approval from City Council.

7. Sales Tax

- a. The State Board of Equalization has determined that medical marijuana transactions are subject to sales tax, regardless of whether the individual or group makes profit, and those engaging in transactions involving medical marijuana must obtain a seller's permit from the State Board of Equalization.

8. Liability and Indemnification

- a. Any actions taken by a public officer or employee under Huntington Park Ordinance Nos. 2016-945 and 2016-946 will not become a personal liability of any public officer or employee of the City.
- b. Permittees under Huntington Park Ordinance Nos. 2016-945 and 2016-946 agree to save, defend, indemnify and keep harmless the City and its officials, officers, employees, representatives, agents and volunteers from all actions, claims, demands, litigation, or proceedings, including those for attorneys' fees, against the City in consequence of the granting of this Permit, and will in all things strictly comply with the conditions under which this Permit is granted, if any.

9. Violations and Enforcement

- a. Cure period. In the event the Permittee has violated any provisions, rules or regulations of Huntington Park Ordinance No. 946 or has violated or permitted the infraction of any law of the State or the City, the Permittee will be provided notice and given twenty (20) days to cure the violation before any penalties begin to accrue. The 20 day cure period will not apply to any medical marijuana business operating within the City of Huntington Park without a valid Permit.
- b. Violations. After the cure period, each and every violation of Huntington Park Ordinance Nos. 2016-945 and 2016-946 shall constitute a separate violation and will be subject to all remedies and enforcement measures authorized by the City's Municipal Code and the State of California.
- c. Penalties. Any person guilty of a misdemeanor pursuant to the provisions of Huntington Park Ordinance Nos. 2016-945 and 2016-946 shall be punishable.
- d. Public Nuisances. In addition to the penalties provided for violations, any condition caused or permitted to exist in violation of Huntington Park Ordinance Nos. 2016-945 and 2016-946 after the cure period shall be deemed a public nuisance and may be summarily abated as such by the City, and each day such violation continues shall be regarded as a new and separate offense.

Vibha C. Patel
(Signature of Applicant)

Vibha C. Patel - Director
(Printed Name & Title)

4/25/16
(Date)

In order for the City Council to approve a Medical Marijuana Business Permit, the Huntington Park Municipal Code requires compliance with all requirements in Huntington Park Ordinance Nos. 2016-945 and 2016-946 .

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. I/We further certify that I am, or have permission by, the property owner to conduct the proposed development applied for herein.

X Vibha C. Patel
Applicant Signature (Required)

Date 11/15/16

Vibha C. PATEL
Print Name of Applicant

Note: If the applicant is not the property owner, the owner of the property must sign the application or a written authorization must be submitted so that the applicant may file the application if applicable.

PENDING AWARDING
Property Owner Signature (required if applicable)

Date _____

Print Name of Property Owner (required if applicable)

ADMINISTRATIVE POLICY REGARDING MEDICAL MARIJUANA BUSINESS AND DELIVERY PERMITS

In order to be eligible for consideration for either a Medical Marijuana Business Permit or a Medical Marijuana Delivery Permit (collectively referred to herein as "Permit"), applicants must comply with the following administrative policy.

1. Submittal of Complete Application

Applicants must submit a fully executed "Medical Marijuana Business Permit Application," "Acknowledgment of Medical Marijuana Business Operating Requirements and Standards as set forth in Huntington Park Ordinance Nos. 2016-945 & 2016-946," "Information and Release Form," and "Agreement" form. The application forms may be typewritten or handwritten. The applicant should also provide the following information:

- A. A clear description of the type, nature and extent of the business enterprise that Applicant seeks to conduct with the Permit.
- B. Clear identification of the applicant including valid government issued photo identification or Non-Profit, LLC, LLP, S Corp or other business identification. Any other information deemed necessary to conduct any investigation or criminal background check of the applicant, and for the City to determine compliance with this Article, the City of Huntington Park (the "City") Municipal Code and Zoning Code ("Codes").
- C. The name and residence and/or business address of the owner, manager, and/or person overseeing operations of the applicant's business.
- D. Whether or not the applicant has had a permit for the same or any similar business suspended or revoked anywhere, and, if so, the circumstances of such suspension or revocation.
- E. Whether or not the applicant or any member of the entity applying for the Permit has ever been convicted in any court for any crime.
- F. Applicants for a Medical Marijuana Delivery Permit shall include a clear indication and agreement that the applicant shall be located exclusively outside of Huntington Park and is prohibited from making any medical marijuana deliveries that originate within the City of Huntington Park.
- G. Applicants for a Medical Marijuana Delivery Permit shall provide the City with a detailed operating plan describing how the applicant envisions using controls to verify membership to ensure medical marijuana will be delivered within the City only to qualified patients and primary caregivers.

H. Applicants for a Medical Marijuana Business Permit shall include a detailed operating plan describing how the applicant envisions operating the medical marijuana business consistent with the intent of State law and the provisions of the City Codes, including but not limited to:

- i. Site Plan. A site plan showing the applicant's plans for the Medical Marijuana Business Permit/medical marijuana business. If a location has not been identified or secured, the site plan should demonstrate the applicant's vision for the use of the medical marijuana business.
- ii. Floor Plan. If the Medical Marijuana Business Permit is for a dispensary or a dispensary and cultivation or manufacturing facility, the dispensary shall have a lobby waiting area at the entrance to the dispensary to receive clients, and a separate and secure designated area for dispensing medical marijuana to qualified patients or designated caregivers. The primary entrance shall be located and maintained clear of barriers, landscaping and similar obstructions so that it is clearly visible from public streets, sidewalks or site driveways.
- iii. Storage. A medical marijuana business shall have suitable locked storage on premises, identified and approved as a part of the security plan, for after-hours storage of medical marijuana.
- vi. Security Plans. A medical marijuana business shall provide adequate security on premises, in accordance with a security plan approved by the Chief of Police and as reviewed by the City Council, including provisions for adequate lighting and alarms, in order to ensure the safety of persons and to protect the premises from theft. The medical marijuana business shall have twenty-four hour armed security.
- vi.. Security Cameras. Security surveillance cameras shall operate twenty-four hours per day and be installed to monitor the main entrance and exterior of the premises to discourage loitering, crime, illegal or nuisance activities. Security video shall be maintained for a period of not less than 30 days. City police shall have unlimited access to security cameras and videos at no cost to the city.
- vii. Alarm System. Professionally monitored robbery alarm and burglary alarm systems shall be installed and maintained in good working condition within the medical marijuana business at all times.
- viii. Controls. A medical marijuana business shall, at all times, have controls to verify membership to ensure medical marijuana will be dispensed only to qualified patients and primary caregivers, to acquire, possess, and distribute marijuana to and from members, and to ensure marijuana is

acquired as part of a closed-circuit of marijuana cultivation.

- I. Emergency Contact: Applicants shall provide the City with an emergency contact with the name, cell phone number, email address and/or facsimile number of a staff person to whom the City may provide notice of any problems associated with the marijuana delivery business.
- J. Pay Required Fees: A non-refundable fee of \$5,000.00 shall be required at the time of submittal. Additional fees may be required at a later time.

Please Note: The City Council is interested in hearing all views concerning the proposed Permit, and how it applies to the medical marijuana requirements in the City's Municipal Code. It is suggested that all applicants prepare themselves to answer questions pertaining to any potential findings.

Applications will be deemed incomplete, disqualified and denied approval if:

1. The guidelines stated above are not adhered to.
2. The applicant(s) or business owner(s) are found to have been operating marijuana dispensary or cultivation businesses illegally in the City or other jurisdictions, whether such business is currently operating or operated in the past.
3. Applicants are prohibited from lobbying any Huntington Park City Council Member or any employee of the City of Huntington Park regarding a medical marijuana business or a Permit application between the date that the applications become available and the date that the City Council acts on an application. Any attempt to lobby a City Council member or any employee of the City of Huntington Park during this period shall disqualify the applicant from consideration for a Permit.

2. Application Procedure

Applications for Permits will become available on April 14, 2016 and will not be accepted until April 21, 2016. All Applications will be **due by 5:30 p.m. on May 4, 2016.** No applications for Medical Marijuana Business Permits or Medical Marijuana Delivery Permits will be accepted by the City after May 4, 2016 unless pursuant to the City Council's sole discretion it directs staff to open and establish an additional application submittal and consideration procedure.

Applications for Permits will be approved based upon the discretion of the City Council. Applications for Medical Marijuana Business Permits and Medical Marijuana Delivery Permits will be considered on May 17, 2016 by the City Council. Upon the submittal of the above-mentioned materials and payment of fees, each application will be assigned a

case number (e.g. MMBP 2016-01 or MMDP 2016-01). The applicant, business owner, and/or a representative will be required to attend the City Council meeting held on the date listed above, and be prepared to address the City Council and answer questions and present evidence supporting the application for a Permit.

All applicants will be required to submit an application form, with required attachments, and a non-refundable application fee of \$5,000 and any additional fees that may be required. Complete applications submitted by the deadline will be redacted, identified only by the assigned reference number and submitted to the City Council. Applicants must provide one (1) original application packet with original wet signatures and six (6) additional copies.

3. Permit Evaluation and Award Process

All applications that have met all requirements, which include turning in the application on time and paying the requisite fee(s) shall be deemed eligible for consideration.

A. Medical Marijuana Business Permits

The evaluation and award process will consist of 3 steps, at the end of which a maximum of three (3) Medical Marijuana Business Permits may be awarded.

Evaluation and Award Diagram

A1	82
Number of Applications	Evaluation and Award Date
1 -50	May 17, 2016
51 - 100	June 7, 2016
101 +	June21, 2016

Step 1

City Council shall be responsible for reviewing all eligible redacted applications individually and at their own leisure prior to the awarding date (see 82 on the diagram).

Step2

On the applicable evaluation and award date, each City Council Member shall nominate up to five (5) different applicants, deemed eligible for consideration, to be eligible for the interview process. Any applicant that receives nominations from at least two (2) City Council Members will move on to the interview stage.

Step 3

Applicants. that have been selected to participate in the interview stage shall receive five (5) minutes to give a short presentation and afterwards make themselves available to answer any questions from city council members.

Upon the conclusion of City Council interviews of all presenters based on Step 2 of this process, the City Council shall then deliberate and may select up to three (3) different applicants they deem qualified to be awarded a Medical Marijuana Business Permit. The selection shall be made through individual motions for each Medical Marijuana Business Permit (up to three permits/business licenses) of which each require a second and thereafter a majority vote of the council in order to award each Medical Marijuana Business Permit. The City reserves all rights not to award any Medical Marijuana Business Permits at the conclusion of this 3-step process.

After publicly discussing the application, the City Council may conditionally approve, deny, or continue the application to a later meeting for further study. **Applicants waive all rights to appeal City Council's decision, which is final.**

If the application is approved and the Medical Marijuana Business Permit location does not fully comply with the City Codes, the Planning Division may recommend conditions to the City Council for the mitigation and/or improvement of the individual circumstances to ensure the compatibility of the use with surrounding land uses.

For further information, please contact the Planning Division by calling (323) 584-6210 between 7:00 a.m. and 5:30 p.m. Monday through Thursday.

B. Medical Marijuana Delivery Permits

The awarding of a Medical Marijuana Delivery Permit by the City Council to eligible applicants shall be discretionary based on the following reviewed criteria:

- i. That the proposed medical marijuana delivery business is consistent with the intent of State law, the provisions of the City's Municipal Code, including the application submittal;
- ii. That the proposed medical marijuana delivery business will not result in significant crime issues;
- iii. That all required application materials have been provided;
- iv. That issuance of the Medical Marijuana Delivery Permit would serve the needs of City residents;
- v. That the medical marijuana dispensary location is not prohibited by the provisions of the City Municipal Code or any local or State law, statute, rule or regulation and no significant nuisance issues or problems are anticipated or resulted.
- vi. That no medical marijuana-related business owner, licensee, agent, or employee affiliated with the applicant has violated any provision of the City Municipal Code.

- vii. That the proposed medical marijuana delivery business would not adversely affect the health, peace or safety of persons living or working in the City, overly burden a specific neighborhood with special needs or high impact uses, or contribute to a public nuisance.
- viii. That the applicant has not violated any local or State law, statute, rule or regulation respecting the distribution, possession, or consumption of medical marijuana.
- ix. That the applicant has not knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application for a Medical Marijuana Delivery Permit.
- x. That the applicant, his or her agent or employees, or any person who is exercising managerial authority on behalf of the applicant has not been convicted of a felony, or of a misdemeanor involving moral turpitude, or has engaged in misconduct related to the qualifications, functions or duties of a Permittee. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
- xi. That the applicant has not engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
- xii. The capacity, capitalization, and complaint history of the proposed medical marijuana delivery business.

Upon the conclusion of the City Council consideration process for all eligible applicants, the City Council shall then deliberate and may select applicants they deem qualified to be awarded a Medical Marijuana Delivery Permit. The selection shall be made through individual motions for each Medical Marijuana Delivery Permit of which each require a second and thereafter a majority vote of the City Council in order to award each Medical Marijuana Delivery Permit. The City reserves all rights not to award any Medical Marijuana Delivery Permits at the conclusion of the consideration process.

After publicly discussing the application, the City Council may conditionally approve, deny, or continue the application to a later meeting for further study. **Applicants waive all rights to appeal City Council's decision, which is final.**

C. Required Documents Upon Award of a Medical Marijuana Business Permit

- i. A notarized signature from the owner of the subject property consenting to the cultivation and/or dispensing of medical marijuana at premises on a form acceptable to the City.

- ii. The name of each person, owning, leasing, occupying, or having charge of any legal parcel or premises where medical marijuana will be cultivated and/or dispensed.
- iii. A valid government issued photo ID.
- iv. The physical site address of where the medical marijuana will be cultivated and/or dispensed.

D. Required Documents Upon Award of a Medical Marijuana Delivery Permit

- i. The name of each person, owning, leasing, occupying, or having charge of any legal parcel or premises where medical marijuana delivery will originate from.
- ii. A valid government issued photo ID.
- iii. The physical site address of where the medical marijuana delivery will originate from.

4. Definitions

DEFINITIONS APPLICABLE FOR MEDICAL MARIJUANA BUSINESS PERMIT APPLICATIONS

The following words or phrases, whenever used in this application and attached regulations, shall be given the following definitions:

- A. "Applicant" shall mean a person who is required to file an application for a Medical Marijuana Business Permit under Article 24 of Title 3, Chapter 1, of the Huntington Park Municipal Code, including an individual owner, managing partner, officer of a corporation, or any other operator, manager, employee, or agent of a medical marijuana business.
- B. "Collective" means any association, affiliation, or establishment jointly owned and operated by its members that facilitates the collaborative efforts of qualified patients and primary caregivers.
- C. "Cultivation Area" shall mean the actual area in use for the entire cultivation process of marijuana plants (including seedling production, vegetation, and maturation), as well as reasonable walking space, such that, for example, two trays used for maturation, each measuring ten square feet and stacked vertically on top of each other shall be counted as 20 square feet of cultivation area.
- D. "Industrial Marijuana Cultivation, Processing, Manufacturing Facility" or "cultivation and manufacturing facility" shall mean any facility used for cultivating,

warehousing, storing, processing and/or manufacturing more than 48 ounces of dried marijuana, and/or cultivating or storing medical marijuana in an area greater than 50 square feet of total area within one parcel of land.

- E. "Marijuana" shall have the same meaning as Health and Safety Code § 11018, as amended from time to time. Marijuana shall also include any marijuana-infused product and any product manufactured from marijuana.
- F. "Marijuana cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.
- G. "Medical marijuana" means marijuana authorized in strict compliance with Health & Safety Code §§ 11362.5, 11362.7 et seq., as such sections may be amended from time to time. Medical marijuana shall also include any marijuana-infused product and any product manufactured from marijuana.
- H. "Medical marijuana business" shall mean a medical marijuana dispensary, cultivation and manufacturing facility, or joint dispensary and cultivation and manufacturing facility.
- I. "Medical Marijuana Business Permit" or "Permit" or "MMBP" shall mean the permit required to operate a medical marijuana dispensary, cultivation and manufacturing facility, or joint medical marijuana dispensary and cultivation and manufacturing facility within the City of Huntington Park.
- J. "Medical marijuana dispensary" or "dispensary" shall mean any association, cooperative, affiliation, or collective of persons that offers medical marijuana or medical marijuana products, either individually or in any combination, for retail sale. A dispensary shall not include dispensing by primary caregivers to qualified patients in the following locations, so long as the location of the clinic, health care facility, hospice, or residential care facility is otherwise permitted by the Municipal Code or by applicable state laws:
 - i. A clinic licensed pursuant to Chapter 1 of Division 2 of the state Health and Safety Code;
 - ii. A health care facility licensed pursuant to Chapter Two of Division 2 of the state Health and Safety Code;
 - ii. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the state Health and Safety Code;
 - iii. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the state Health and Safety Code;

v. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the state Health and Safety Code; provided that any such clinic, health care facility, hospice or residential care facility complies with applicable laws, including, but not limited to, Health and Safety Code § 11362.5.

K. "One Parcel of Land" shall mean any single piece of real property as identified by the County Assessor's parcel number (APN) that is used to identify real property, its boundaries, and all the rights contained therein.

L. "Permittees" shall mean medical marijuana businesses that have obtained a Medical Marijuana Business Permit.

M. "Person" shall mean an individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company, or combination of the above in whatever form or character.

N. "Primary Caregiver" shall have the same definition as California Health and Safety Code Section 11362.7, and as may be amended, and which defines "Primary Caregiver" as an individual designated by a qualified patient or by a person with an identification card who has consistently assumed responsibility for the housing, health, or safety of that patient or person, and may include any of the following:

- i. In any case in which a qualified patient or person with an identification card receives medical care or supportive services, or both, from a clinic licensed pursuant to Chapter 1 (commencing with Section 1200) of Division 2 of the California Health and Safety Code; a health care facility licensed pursuant to Chapter 2 (commencing with Section 1250) of Division 2 of the California Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 (commencing with Section 1568.01) of Division 2 of the California Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 (commencing with Section 1569) of Division 2 of the California Health and Safety Code; a hospice, or a home health agency licensed pursuant to Chapter 8 (commencing with Section 1725) of Division 2 of the California Health and Safety Code; the owner or operator, or no more than three employees who are designated by the owner or operator, of the clinic, facility, hospice, or home health agency, if designated as a primary caregiver by that qualified patient or person with an identification card.
- ii. An individual who has been designated as a primary caregiver by more than one qualified patient or person with an identification card, if every qualified patient or person with an identification card who has designated that

individual as a primary caregiver resides in the same city or county as the primary caregiver.

- iii. An individual who has been designated as a primary caregiver by a qualified patient or person with an identification card who resides in a city or county other than that of the primary caregiver, if the individual has not been designated as a primary caregiver by any other qualified patient or person with an identification card.

O. "Qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., and as may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.5. For purposes of the City Municipal Code, qualified patient shall include a person with an identification card, as that term is defined by California Health and Safety Code Section 11362.7 et seq.

P. "Serious medical condition" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., and as may be amended, and which means all of the following medical conditions:

- i. Acquired immune deficiency syndrome(AIDS);
- ii. Anorexia;
- iii. Arthritis;
- iv. Cachexia;
- v. Cancer;
- vi. Chronic pain;
- vii. Glaucoma;
- viii. Migraine;
- ix. Persistent muscle spasms, including, but not limited to, spasms associated with multiple sclerosis;
- x. Seizures, including, but not limited to, seizures associated with epilepsy;
- xi. Severe nausea;
- xii. Any other chronic or persistent medical symptom that either:
 - a. Substantially limits the ability of the person to conduct one or more major life activities as defined in the Americans with Disabilities Act of 1990.
 - b. If not alleviated, may cause serious harm to the patient's safety or physical or mental health.

DEFINITIONS APPLICABLE FOR MEDICAL MARIJUANA DELIVERY PERMIT APPLICATIONS

The following words or phrases, whenever used in this application and attached regulations, shall be given the following definitions:

- A. "Applicant" shall mean a person who is required to file an application for a Medical Marijuana Delivery Permit under Article 19 of Title 4, Chapter 7, of the Huntington Park Municipal Code, including an individual owner, managing partner, officer of a corporation, or any other operator, manager, employee, or agent of a medical marijuana dispensary.
- B. "Business" means and includes all kinds of vocations, occupations, professions, trades, exhibitions, shows, enterprises, and establishments and all other kinds of activities and means of livelihood, whether or not carried on for profit or gain.
- C. "Marijuana" shall have the same meaning as Health and Safety Code§ 11018, as amended from time to time. Marijuana shall also include any marijuana-infused product and any product manufactured from marijuana.
- D. "Medical marijuana" means marijuana authorized in strict compliance with Health & Safety Code§§ 11362.5, 11362.7 et seq., as such sections may be amended from time to time. Medical marijuana shall also include any marijuana-infused product and any product manufactured from marijuana.
- E. "Medical Marijuana Delivery Permit" or "Permit" "MMDP" shall mean the permit required to deliver medical marijuana within the City of Huntington Park under Article 19 of Title 4, Chapter 7, of the Huntington Park Municipal Code.
- F. "Medical marijuana dispensary," or "dispensary" shall mean any association, cooperative, affiliation, or collective of persons that offers medical marijuana or medical marijuana products, either individually or in any combination, for retail sale. A dispensary shall not include dispensing by primary caregivers to qualified patients in the following locations, so long as the location of the clinic, health care facility, hospice, or residential care facility is otherwise permitted by the Municipal Code or by applicable state laws
 - i. A clinic licensed pursuant to Chapter 1 of Division 2 of the state Health and Safety Code;
 - ii. A health care facility licensed pursuant to Chapter Two of Division 2 of the state Health and Safety Code;
 - iii. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the state Health and Safety Code;
 - iv. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the state Health and Safety Code;

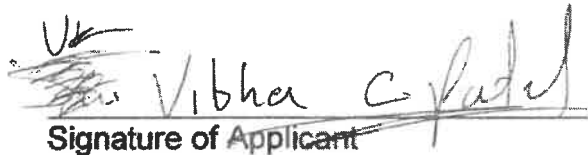
A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the state Health and Safety Code; provided that any such clinic, health care facility, hospice or residential care facility complies with applicable laws, including, but not limited to, Health and Safety Code § 11362.5.

- G. "Permittee" shall mean a business that has obtained a Medical Marijuana Delivery Permit.
- H. "Person" shall mean an individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company, or combination of the above in whatever form or character.
- I. "Primary Caregiver" shall have the same definition as California Health and Safety Code Section 11362.7, and as may be amended, and which defines "Primary Caregiver" as an individual designated by a qualified patient or by a person with an identification card who has consistently assumed responsibility for the housing, health, or safety of that patient or person, and may include any of the following:
 - i. In any case in which a qualified patient or person with an identification card receives medical care or supportive services, or both, from a clinic licensed pursuant to Chapter 1 (commencing with Section 1200) of Division 2 of the California Health and Safety Code; a health care facility licensed pursuant to Chapter 2 (commencing with Section 1250) of Division 2 of the California Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 (commencing with Section 1568.01) of Division 2 of the California Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 (commencing with Section 1569) of Division 2 of the California Health and Safety Code; a hospice, or a home health agency licensed pursuant to Chapter 8 (commencing with Section 1725) of Division 2 of the California Health and Safety Code; the owner or operator, or no more than three employees who are designated by the owner or operator, of the clinic, facility, hospice, or home health agency, if designated as a primary caregiver by that qualified patient or person with an identification card.
 - ii. An individual who has been designated as a primary caregiver by more than one qualified patient or person with an identification card, if every qualified patient or person with an identification card who has designated that individual as a primary caregiver resides in the same city or county as the primary caregiver.
 - iii. An individual who has been designated as a primary caregiver by a qualified patient or person with an identification card who resides in a city or county other than that of the primary caregiver, if the individual has not been

designated as a primary caregiver by any other qualified patient or person with an identification card.

- J. "Qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., and as may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.5. For purposes of this ordinance, qualified patient shall include a person with an identification card, as that term is defined by California Health and Safety Code Section 11362.7 et seq.

The undersigned hereby acknowledges receipt, review and understanding of the City of Huntington Park's Administrative Policy regarding its Medicinal Marijuana Ordinance. The undersigned also acknowledges he/she is authorized to sign this Administrative Policy on behalf of the Medical Marijuana Business identified in the Application submitted together with this acknowledgement.


Signature of Applicant Date 4/25/16

Vibha C. PATEL
Print Name

CALIFORNIA DRIVER LICENSE

DL [REDACTED]

EXP 06/10/2017 CLASS C
END NONE

LN PATEL
FN SANJIVKUMAR S
[REDACTED]

RSTR NONE [REDACTED]

SEX M HAIR BRN EYES BLK
HGT 5'04" WGT 155 lb
DD 06/08/2012/06/08/2012

B BUSINESS LICENSE FOR
5925 SOUTH ALAMEDA ST. SUITE B

ATTACHMENT B

City of Huntington Park

City Hall

6550 Miles Ave.

Huntington Park, CA 90255-1519

(323) 584-6232

Business License /Permit NO 23-00025558
DISPLAY IN A PROMINENT PLACEThis License issued Subject to the conditions
Listed on the Reverse side hereof

Amount Paid

888.98

State License Number

LICENSE NOT TRANSFERABLE

BOFE NO

Business License Number

102-983130

23-00025558

Type of Business

MEDICAL MARIJUANA DISPENSARY &
MANUFACTURING

Account Number

0020591

Business

License Stamp / Tag

Location

5925 S ALAMEDA ST #B

Business Name

UNITED HEALTH & CARE CENTER

Valid From

Owner Name

October 13, 2022

License Expires

Mailing Address

UNITED HEALTH & CARE CENTER

October 31, 2023

Date Issued

5925 S ALAMEDA ST SUITE B

LOS ANGELES CA 90001

October 13, 2022

By _____

TOWER ESCROW INC.
TITLE TRANSFER

ATTACHMENT C

Tower Escrow Inc.

Tower Escrow Inc.
23044 Crenshaw Blvd.
Torrance, CA 90505

Phone: (310) 325-0069
Fax: (310) 325-6219

Sophie Wang
Escrow Officer

Date: April 22, 2020
Escrow No. T-01698 W

CLOSING INSTRUCTION

" This Closing Instruction shall supersede and voids the previous Closing Instruction dated March 26, 2020.

CORPORATION NAME: United Health & Care Center, a California Corporation
Re: 5925 Alameda Ave #B, Huntington Park, CA 90255

The parties hereby authorize and instruct the Escrow Holder to close the above escrow upon both parties signing herein and upon Escrow Holder's receipt of all the Items necessary in order to close without further instructions or approval for so doing.

- (1) Buyer shall be given possession of the 100% of all issued and outstanding stock of the United Health & Care Center, a California Corporation, and all assets of the Corporation as of **April 22, 2020**.
- (2) Seller, SanjiV Patel, is also known as Sanjivkumar Patel
- (3) HOLDBACK \$50,000.00: Escrow Holder is hereby authorized and instructed to hold back the amount of \$50,000.00 from Seller's Net Proceeds at close of escrow for a period of 30 days from close of escrow, in case of any unpaid expenses, and release of funds is contingent upon Escrow Holder's receipt of both parties signed written instruction.
- (4) Escrow Holder is hereby instructed and authorized to make the following payments from Seller's account at close of escrow:
 - a) \$673.64 payable to Los Angeles County Tax Collector, for 2018 unsecured tax bill #40745951
 - b) \$542.69 payable to Los Angeles County Tax Collector, for 2019 unsecured tax bill #40742143
 - c) \$456.37 payable to Los Angeles County Tax Collector, for 2020 estimated unsecured tax
- {5} The parties hereby acknowledge and agree that the CDTFA tax bill in the amount of \$17,022.52 dated 04/02/20 for account number CD STF 095-001967 shall be handled outside of escrow with which the Escrow Holder is not to be further concerned or liable.
- (6) The parties hereby acknowledge and agree that the new lease or an lease assignment shall be handled outside of escrow with which the Escrow Holder is not to be further concerned or
- (7) Escrow Holder is authorized and instructed to make NO prorations and NO adjustments to the escrow with which the Escrow Holder is not to be further concerned or liable.
- (8) The parties hereby acknowledge and agree that the 5925 Alameda Ave #B, Huntington Park, CA 90255 is the correct business address, which is the address showing on Notice to Creditors

(CONTINUED)

@ • liefs Initials: — — — ' — — — —

Buyer's Initials: _____

Sf. 3

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publication.

- (9) The parties hereby agree that the UCC, Statement of Information and County Search as obtained by Escrow Holder from the Secretary of State and county of Los Angeles, fully comply with and satisfy the requirement in connection with this escrow. The Seller represents, warrants and guarantees that during the pendency of this escrow, he neither has executed nor knows of any UCC 1 Financing Statement(s) and/or any documents relating to loan, lease, or any kind of contract against any OF the assets being conveyed herein. The Buyer herein accepts, without exception, the results of the said search and warranties and guarantees of the Seller. The parties hereby relieve and hold Escrow Holder and its agents free and harmless from any liability arising out of liens filed subsequent to the date of UCC and County Search having been done.
- (10) The parties hereby acknowledge and agree that all terms, conditions and provisions in the original escrow instructions, amendment(s) and/or addendum thereto have been complied with and met insofar as Escrow Holder is concerned; and hereby authorized and instructed Escrow Holder to close this escrow on the date set forth above herein. Further adjustments and/or prorations, if any, will be handled outside of escrow between the parties with which Escrow Holder is not to be concerned or liable. The parties hereto release and relieve escrow holder from any further duties and/or responsible in connection with this escrow and agree to hold Escrow Holder and its agents free and harmless from any liabilities which may occur as a result of complying with any instructions heretofore given.

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

SELLERS:

Vibha Patel
 Vibha Patel

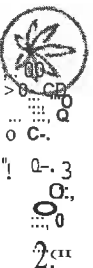
Sanjiv Patel
 Sanjiv Patel AKA Sanjivkumar Patel

BUYERS:

Chango Club Inc., a Delawa

By:

Jafar Rashid
 Jafar Rashid, Its: Owner/
 Shareholder



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Oct 13, 2022 02:55 PM
 +33,987 1403-118,237980
 5925 S Alameda St

**CORPORATE ACTION BY CONSENT OF THE
UNANIMOUS ACTION BY SOLE DIRECTOR
OF
UNITED HEALTH & CARE CENTER**

As permitted by law the undersigned Unanimous Action by Sole Director, being all of the Unanimous Action by Sole Director or of the above corporation, unanimously adopt the following corporate action() without a meeting.

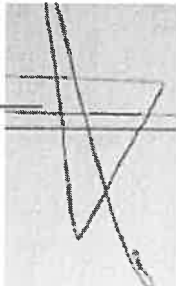
I. **ELECTION OF DIRECTORS.** The following persons are elected as Directors for the terms indicated, as provided in the bylaws:

Name: **JAFER RASHID**
Term: **Unlimited YEARS**
Address: **5925 S. ALAMEDA AVE #B
HUNTINGTON PARK, California 90255**

!AUTHORIZED AUTHORIZATION OF CORPORATE ACTION. The Officers and Directors are authorized to take all actions and to sign all documents reasonably needed to:

WITNESSES. This Consent shall be signed by the following:
JAFER RASHID, Sole Director

JAFER RASHID
Sole Director



Date

Oct 13 2020 8:23:05 PM
+330
JAFER RASHID
Sole Director
Alameda St
Los Angeles County



OWNER OF RECORD VIOLATION LETTER

ATTACHMENT D



Community Development Department

October 19, 2022

Vibha Patel
5925 S. Alameda Street Unit B
City of Huntington Park, CA 90255

Mr(s). Patel,

On October 12, 2022, the City of Huntington Park Community Development-Department was contacted by the State of California Department of Cannabis Control (DCC). The city was notified that an investigation was taking place that began on 10/11/2022 at your business of recorti; UHCC". 'Chango Club, located at 5925 S. Alameda St. Unit B.

During this investigation it was determined that various Building and Safety, Code Enforcemer,t and Municipal Violations were identifi.ed at your business. This communication was verbally communi ated on 10/13/2022 to the current occupants Zahid Butt and Jaime Mohamma. The city places the upmost focus on the health and safety of our business owners and residents to ensure the community is protected.

The violations that were identified are below:

1. HPMC 8-9.02 (a)(?): Unsafe, dangerous, and substandard building condition due to improper ventilation equipment.
2. HPMC 9-3.103 (A) Subsection 11 A: Conditional Use Permit shall be required for storage of hazardous materials.
3. HPMC 6-2.10?(h): Unlawful and prohibited acts: Unlawful act allowing refuse container to remain unlocked outside scheduled collection service.
4. California Building Code (CBC) Chapter 10: Failure to provide proper emergency exit egress from upstairs building portion of building to downstairs exterior door exit. .
5. California Building Code Division II Scope and Administration: Section 114.1(A) altering of existing building or structure do not .align with permitted plans.
6. California Code of Regulations Subchapter 7, Group 27 Fire Protection 6170(a)(3) Fire sprinklers not provided/sufficient as required under this ordinance
7. Ordinance 2016-952 Article 24 Medical Marijuana: Business Permits 3-1.2404 Section C, 2,5,6 and, a-i
8. Ordinance 2016-952 Article 24 Medical Marijuana: Permit Assignability 3-1.2409 A&B

Continued -

9. Ordinance 2016-952 Article 24 Medical Marijuana: Violations and Enforcement 3-1.2416 A-D
10. Ordinance 2016-952 Article 24 Medical Marijuana: Violations and Enforcement 4-7.1905 A

This notice shall serve as notice of a 20-day cure period

This matter will be presented as a public hearing during the City Council meeting to be held November 15, 2022, at 6:00pm located at City Hall. The purpose of this public hearing will be pursuant to Ordinance 2016-952 Article 24 Medical Marijuana: 3-1.2408 Section C and D.

Respectfully,



Steve Forster
Interim Community Development Director

ILLEGAL OPERATOR VIOLATION LETTER

ATTACHMENT E



Community Development Department

October 19, 2022

Jafar Rashid
5925 S. Alameda Street Unit B
City of Huntington Park, CA 90255

Mr. Rashid,

On October 12, 2022, the City of Huntington Park Community Development Department was contacted by the Department of Cannabis Control (DCC). The city was notified that an investigation was taking place that began on 10/11/2022 at the UHCC-Chango Club, located at 5925 S. Alameda St Unit B.

During this investigation the city determined the acting owners or acting person(s) in possession of the business Jafar Rashid, Jaime M.ohamma and Zahid Butt were operating a business unlawfully as it pertains to the City of Huntington Park Municipal codes below:

1. HPMC3-1.103 (a)(1) Conducting a business without a business license
2. HPMC 3-1.103 (a)(3) Requirements for commencing or conducting businesses: Failure to obtain a certificate of occupancy operating a business
3. Ordinance 2016-952 Article 24 Medical Marijuana: Prohibited operations 3.1.2415 (A)

On 10/13/2022, the city verbally informed Zahid Butt and Jaime Mohammad they were to cease and desist business operations until such time they secure all necessary permits and licenses required to operate lawfully in the city.

Respectfully,

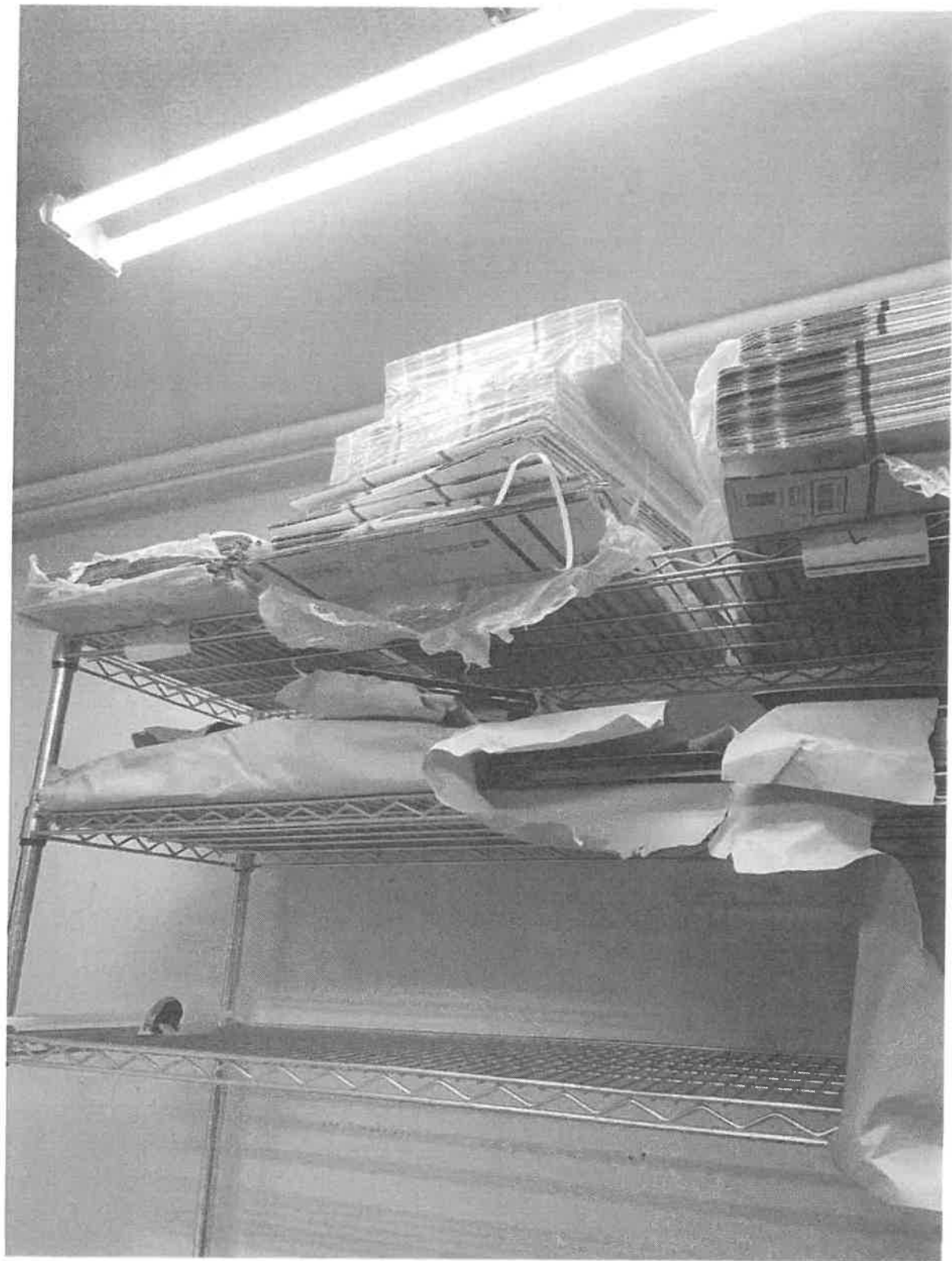
Steve F

~~Interim~~ Community Development Director

**SITE INSPECTION PHOTOGRAPHS
(OCTOBER 13, 2022)**

ATTACHMENT F



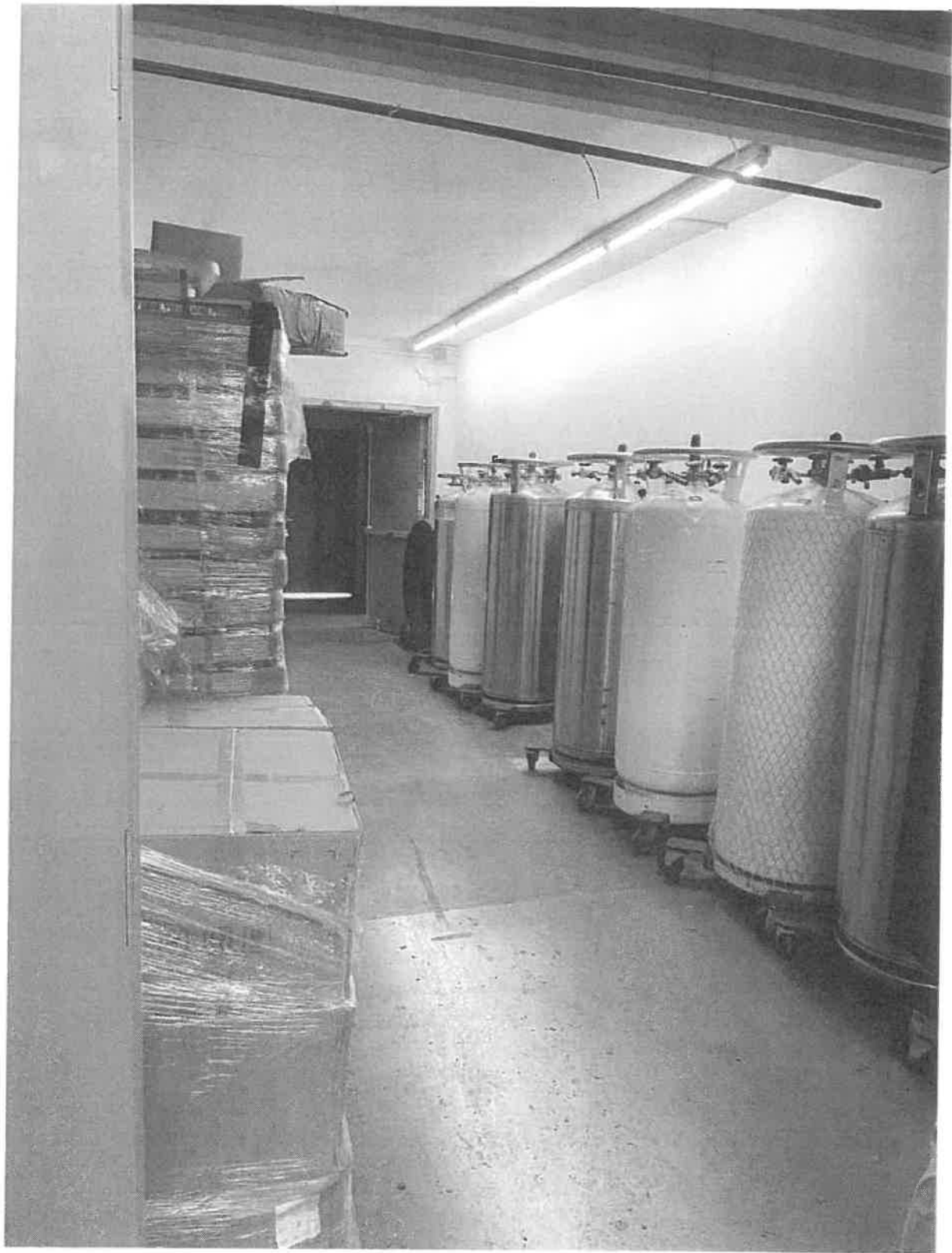


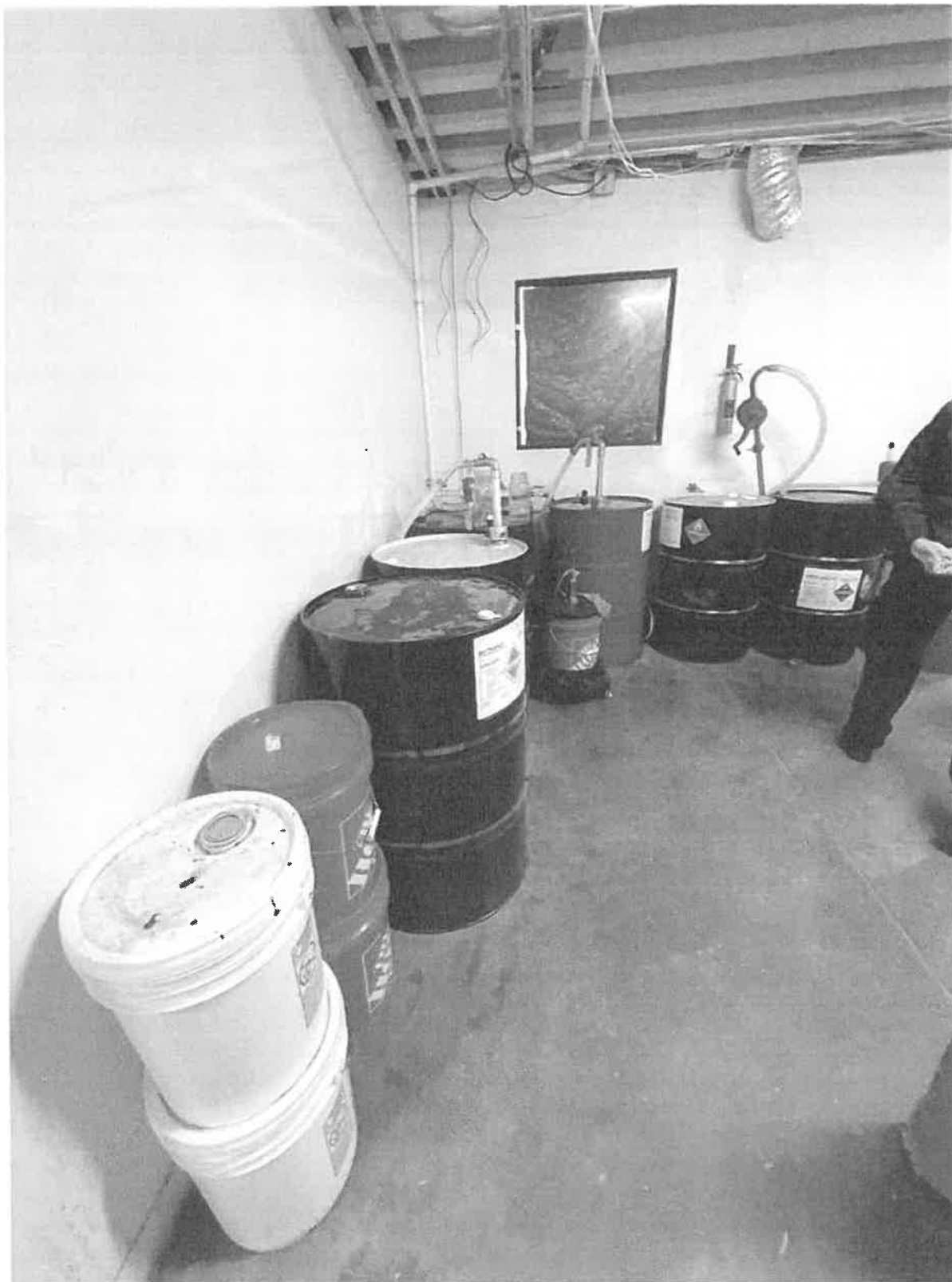


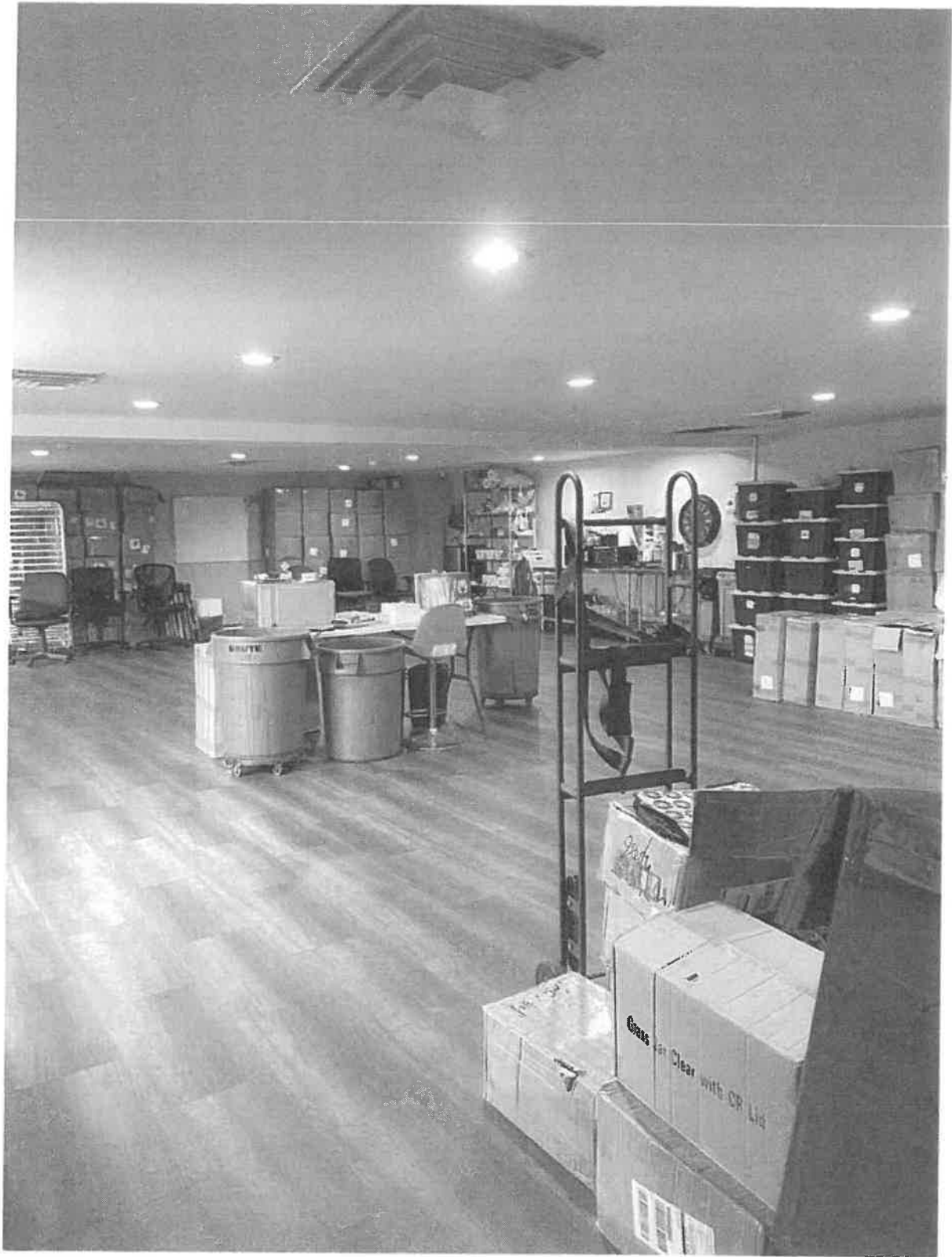


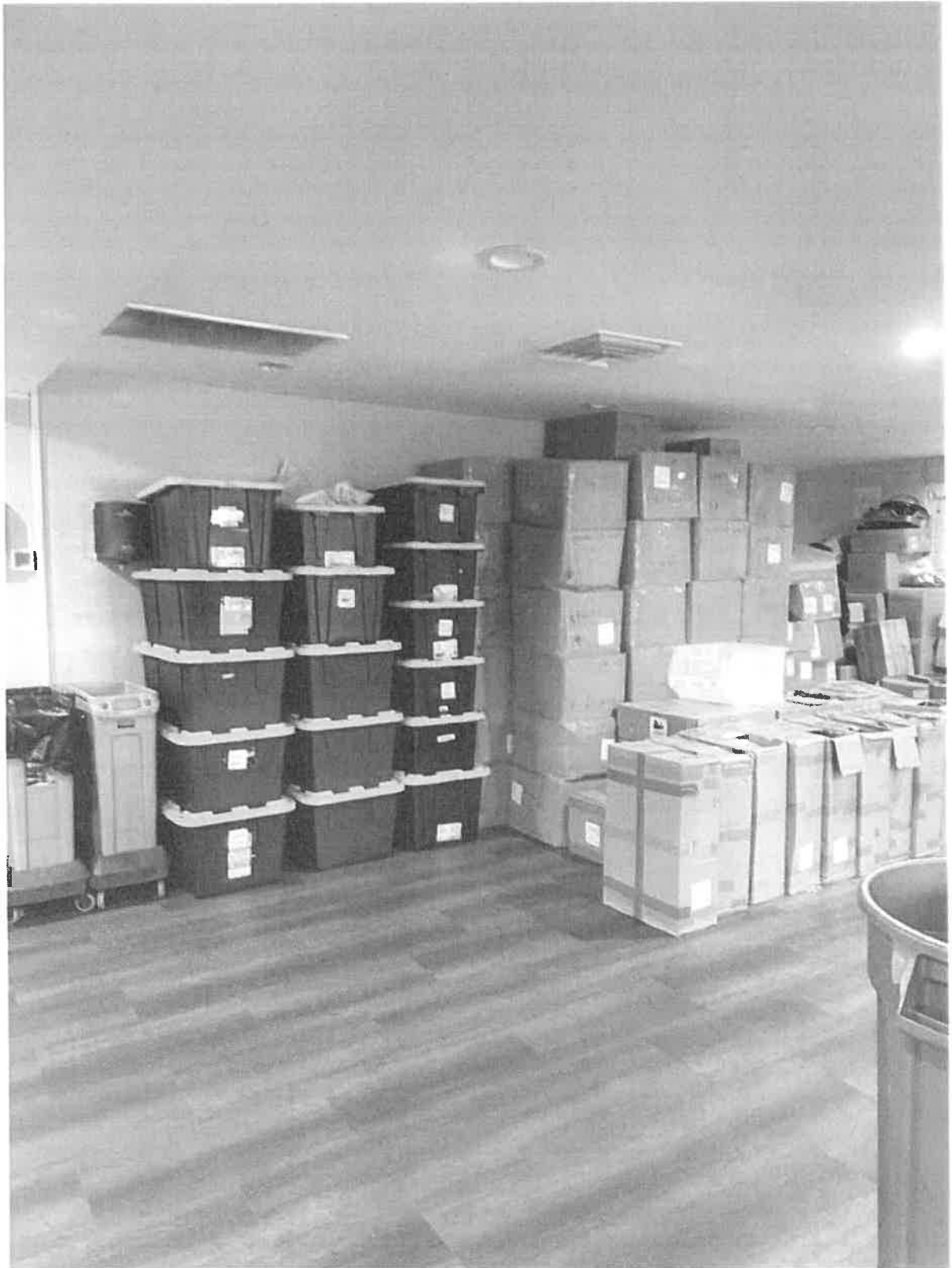


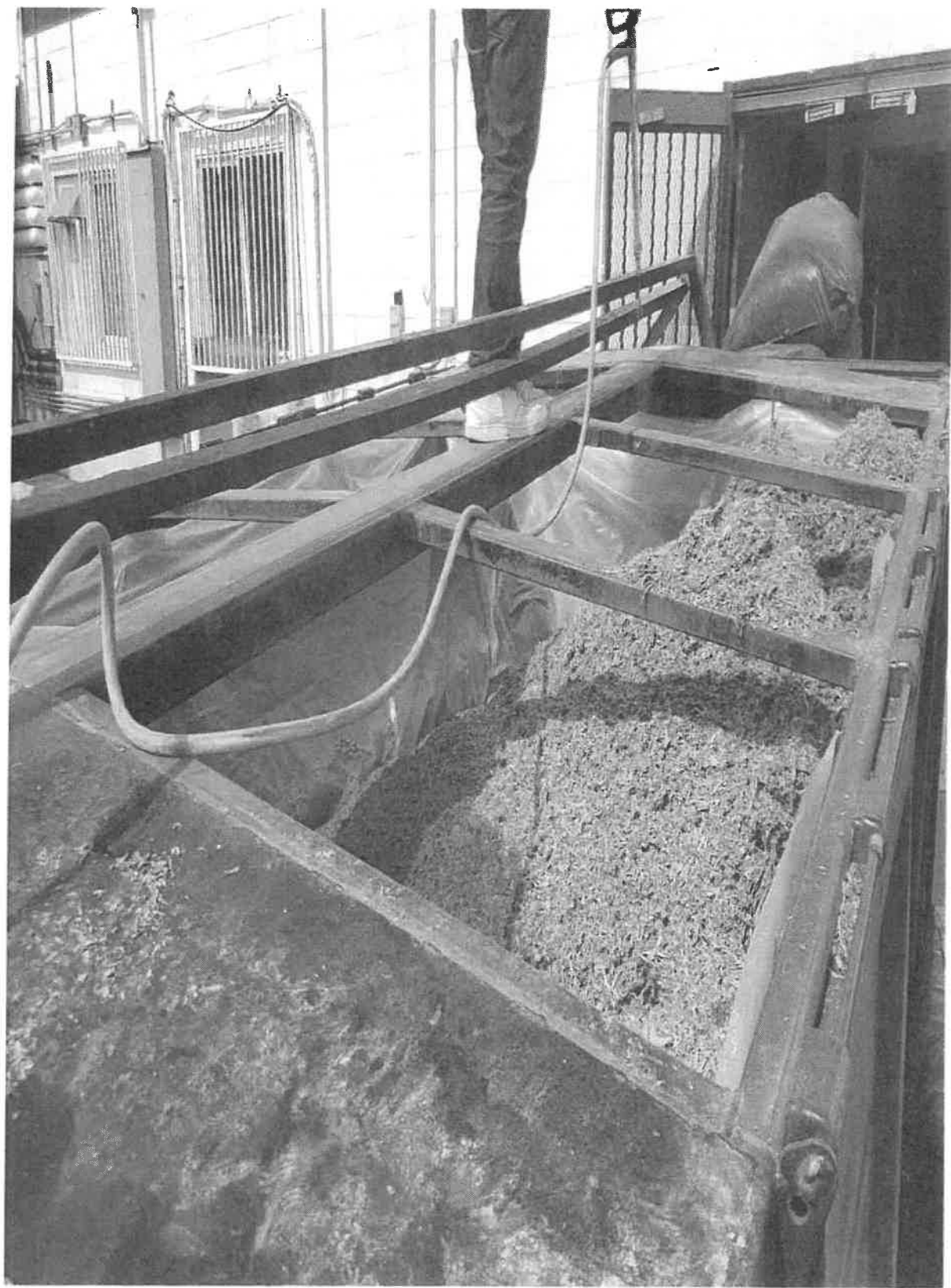






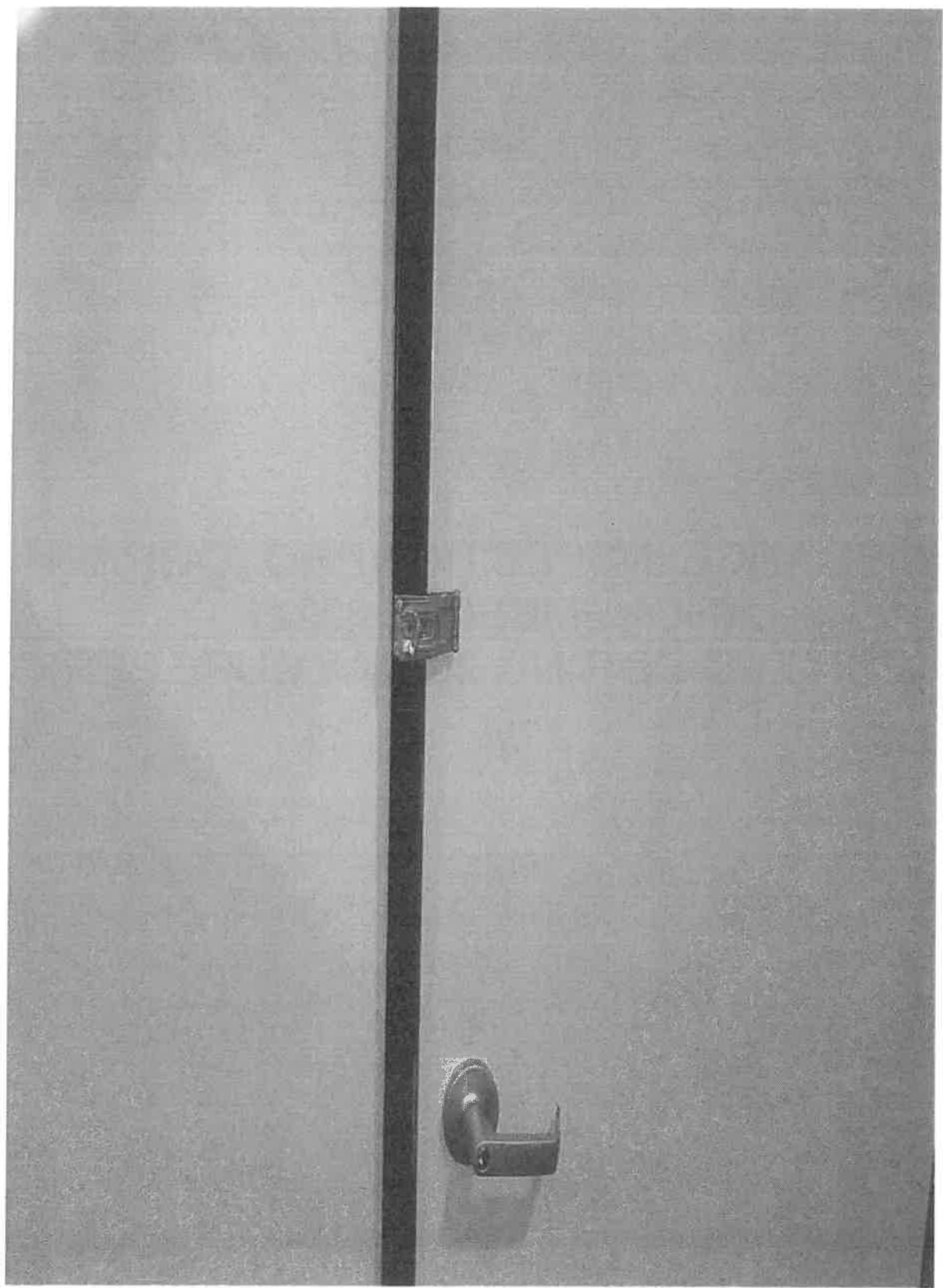






**Emergency
Exit Only**

**No Unauthorized
Access**

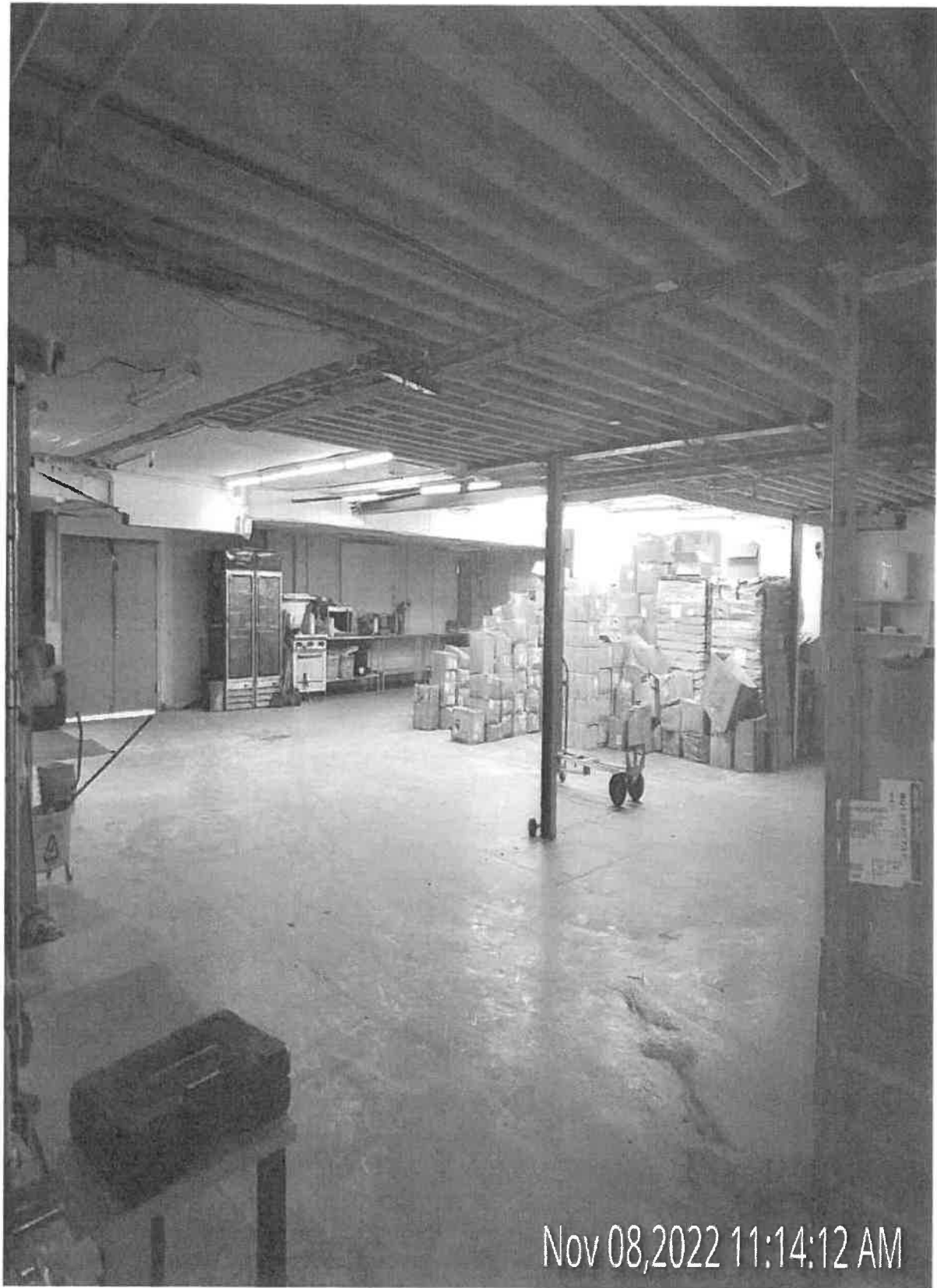


COMPLIANCE INSPECTION PHOTOGRAPHS
(NOVEMBER 8, 2022)
REMEDIED DURING 20-DAY CURE PERIOD

ATTACHMENT G



Nov 08, 2022 11:02:39 AM







Nov 08, 2022 11:27:44 AM

HUNTINGTON PARK MUNICIPALITY VIOLATIONS

ATTACHMENT H

Huntington Park Municipal Code Violations

1. HPMC 8-9.02(A)(7): Unsafe, dangerous, and substandard building conditions due to improper ventilation.
2. HPMC 9-3.103(A) General Standards- All new or modified structures and uses (including changes in use) shall conform with all the following standards prior to construction, change in use or during normal operations. All existing uses shall comply with the following operational standards (i.e., dust and dirt, fumes, glare, etc.)
3. HPMC 6-2.107(h): Unlawful and prohibited acts allowing refuse container to remain unlocked outside scheduled collection service.
4. HPMC 3-1.2404(v) Permit Application: Security Cameras. Security surveillance cameras shall operate twenty-four (24) hours per day and be installed to monitor the main entrance and exterior of the premises to discourage and to report loitering, crime, illegal or nuisance activities. Security video shall be maintained for a period of not less than thirty (30) days.
5. HPMC 3-1.2413(a) Examination of books, records, witnesses. The City shall be provided access to any and all financial information at any time, as needed.
6. HPMC 3-1.2412(c) Operating requirements and standards: Hours of Operation. A medical marijuana business may only operate between the hours of 9:00 a.m. to 10:00 p.m., Monday through Sunday.
7. HPMC 3-1.2404 Section (C) (2)(5)(6) and (a-1) Ordinance 2016-952 Article 24 Medical Marijuana: Business permits- License
8. HPMC 3-1.2409 Ordinance 2016-952- Article 24 Medical Marijuana: Permit Assignability A&B -Ownership
9. HPMC 3-1.2416 (A-D) Ordinance 2016-952 Article 24 Medical Marijuana: Violations and Enforcement - Compliance
10. HPMC 4-7.1905A Ordinance 2016-952 Article 24 Medical Marijuana: Violations and Enforcement-Compliance

STATE VIOLATIONS

ATTACHMENT I

STATE VIOLATIONS

California Code of Regulations Title 4 Division 19 Department of Cannabis Control Violations

1. CCR 15000.4 Subletting of Premises
2. CCR 15023(d) Business Modifications
3. CCR 15023(9) Business Modifications
4. CCR 15000(h) Business Modifications
5. CCR 1550.0(c) Microbusiness
6. CCR 15027(d)(1) Modification of Premise or Operations
7. CCR 15043 License Employee Badge Requirements
8. CCR 17411(a) Package
9. CCR 17117(a)(c) License Constraints
10. CCR 15042(b)(e) Premise Access Requirements
11. CCR 15042.1(b) Security Plan for Licensed Manufactures
12. CCR 15044(i) Video Surveillance System
13. CCR 15044(d) Video Surveillance System
14. CCR 15044(9) Video Surveillance System Tampering
15. CCR 15047.2 (b)(c) General Requirements Accurate Reporting
16. CCR 15049(b) Track and Trace Reporting within 24 hours
17. CCR 15049(c) Track and Trace Reporting
18. CCR 1721B(a) Inventory Control-Cannabis Products
19. CCR 17218 (b) Inventory Control Inventory Reconciliation
20. CCR 15048.1(a)(8) Responsibilities of the Designated Account Manager
21. CCR 15037(a) General Record Requirements
22. CCR 17216 Batch Production Record
23. CCR 17215 Master Manufacturing Protocol
24. CCR 17208 Quality Control Program
25. CCR 17214 Product Quality Plan
26. CCR 17210 Equipment and Utensils
27. CCR 17212 Cannabis Product Components
28. CCR 17209(b)(1) Grounds, Buildings, and Manufacturing Premises
29. CCR 17304(d) THC Concentration Limits
30. CCR 17404(a)(1) Primary Panel Labeling Requirements- Manufactured Cannabis Products
31. CCR 17404(a)(3) Primary Panel Labeling Requirements: Manufactured Cannabis- NetWeights
32. CCR 17406(a)(1) Informational Panel Labeling Requirements Manufacturing- Name and Contact Information
33. CCR 17406(a)(3) Informational Panel Labeling Requirements- Government Warning
34. CCR 17406 (a)(5) Informational Panel Labeling Requirements-Ingredients

STATE VIOLATIONS (cont.)

California Code of Regulations Title 4 Division 19 Department of Cannabis Control (cont.)

- 35.17406(a)(9) Informational Panel Labeling Requirements-Instructions
- 36.CCR 17407(a)(4) Cannabinoid Content Labeling
- 37.CCR 17410 (b)(c) Universal Symbol
- 38.CCR 17221(a) Weighing Devices and Weighmasters-Scales
- 39.CCR 17221(c) Weighing Devices and Weighmasters-Ucense

Note: "The full description of these cited regulations can be found here: [DCC regulations - Department of Cannabis Control](#)"

Note: California Legislative Code can be found here: [Code Search \(ca.gov\)](#)

California Fire Code Violations

- 1. California Code of Regulations Subchapter 7, Group 27 Fire Protection 6170(a)(3) Fire sprinklers not provided/sufficient as required under this ordinance.
- 2. California Fire Code Chapter 10, Section 1010.2 not allowing operable ingress or egress.

California Building Code Violations

- 1. California Building Code (CBC) Chapter 10: Failure to provide proper emergency exit egress from upstairs building portion of building to downstairs exterior door exit.
- 2. California Building Code Division II Scope and Administration: Section 114.1(A) altering of existing building or structure do not align with permitted plans.

California Health and Safety Code Violation

- 1. Section 25500 Hazardous materials release: Basic information on the location, type, quantity, and health risks of hazardous materials handled, used, stored, or disposed of in the state, which could be accidentally released into the environment, is required to be submitted to firefighters, health officials, planners, public safety officers, health care providers, regulatory agencies, and other interested persons.

California Business and Professions Code

- 1. 26055(c) State Licenses to Qualified Applicants- License
- 2. 26039.5(a)(b)(c) Enforcement- Cannabis or Cannabis Products
- 3. 26130(c)(4) Manufacturers and Cannabis Products- Packaging

LOS ANGELES COUNTY FIRE DEPARTMENT
HEALTH HAZARDOUS MATERIALS DIVISION
INCIDENT REPORT

ATTACHMENT J

HEALTH HAZARDOUS MATERIAL INCIDENT REPORT

Report #5321

V.131018

Main Page

AGENCY NAME LACoFD -- HHMD		AGENCY ID NO. 19740	AGENCY INCIDENT NO. SR0041299		AGENCY PHONE NO. (323) 890-4317	
5925 South Alameda Street		INCIDENT DATE (NOTIFIED) 10/12/2022	TIME NOTIFIED 4:25 PM	TIME COMPLETED 8:00PM	DATE COMPLETED (IF DIFFERENT) 10/16/2022	
HUNTINGTON PARK	90255	DATE OCCURRED	TIME OCCURRED	TIME ON SCENE	DATE ON SCENE	
APN:	Thomas Guide Grid: 674 H6			5:30PM	10/12/2022	
Reported By	REQUESTOR Dispatch	AGENCY / BUSINESS NAME Los Angeles County Fire		PHONE NUMBER 323-881-2455	EXTENSION	
INCIDENT COMMANDER	AGENCY	OTHER AGENCIES ON SCENE			AGENCIES CONTACTED	
LEAD REPORTING OFFICER Gary To	TEAM ASSISTANT NAME Brandon Montes		OTHER HHMD PERSONNEL ON SCENE			
Spill	HAZ-MAT	No	RECEIVED BY EE0000042	DATE 10/12/2022	ASSIGNED TO EE0000156	
Nature of Service	Request from Engine 52 & Engine 164 and Code Enforcement.					
Comments						

HEALTH HAZARDOUS MATERIAL INCIDENT REPORT

5925 S. Alameda St, Huntington-Park, CA 90001 - SR0041299

10/12/22 Health Haz-Mat Division (HHMD) Responders HH211 G. To and HH212 B. Montes were dispatched to respond to an illicit hash oil lab at 5925 S. Alameda St, Huntington Park, CA 90001. HH211 arrived on scene at 1730 hours and was briefed by Battalion Chief Khazaal, Battalion 13. Also present were engine 162, LACoFD Fire Prevention Captain Williams, City of Huntington Park Code Enforcement Manager, Paul Boiller, and several inspectors from the Dept. of Cannabis Control (DCC). The lead for DCC was Aaron Lew. Mr. Lew stated his group was at this site to conduct a routine cannabis inspection. The facility is called United Health & Care Center (UHCC) and it's a manufacturer and distributor of cannabis products. The owner of the facility is Jafar Rashid (323-528-2600). The representative for the ownership that was present on scene was Zahid Butt (213-270-5210). Mr. Butt stated the current ownership took over the business in April 2020; the previous owner was Vibha Patel. Per Chief Khazaal, Engine 162 made entrance into the facility and their air monitoring instrument detected 20% Lower Explosive Limit (LEL) which was when the DCC inspectors evacuated the building. HHMD responders made entry into the building using handheld Multi-Rae and Eagle gas detectors to conduct air monitoring. The Multi-Rae meter did not detect any LEL readings and the Eagle meter detected a 1% LEL in the extraction area and did not detect any LEL readings elsewhere in the building. The DCC inspectors re-entered the building to continue their inspection. The agency group observed extraction columns, pressure vessels and tanks in the back of the building which were used to manufacture hash oil. Per Mr. Lew and Eileen Del Rosario, Environmental Scientist with DCC, the hash oil extraction process was not permitted. Also, they stated that the new owner of the business has not received the required permit from the DCC; as the active permit was issued to the previous business owner. In addition, Mr. Boiller stated the current business owner does not have any business license from the city of Huntington Park. The HHMD responders observed numerous 300-gallon totes, 55-gallon drums, and 5-gallon buckets of hazardous materials and possible hazardous wastes throughout the production area including (10) 5 nitrogen tanks, (8) 55-gallon drums of pentane, methanol, isopropyl alcohol, and (30 plus) 5-gallon containers of brown colored liquids. HHMD responders issued a Notice of Violation (NOV) to the business owner to cease operation and to instruct them not to remove any hazardous wastes until they can fulfill all the legal requirements to have the hazardous wastes properly disposed. The NOV was discussed with and signed by Mr. Butt. Mr. Boiller placed red tapes on the doors to prevent unlawful entry into the building. The investigation was to be continued the following morning.

10/13/22 HHMD responders HH211 G. To and HH212 B. Montes returned to the facility to continue the investigation with DCC and the city of Huntington Park. Huntington Park Police representatives were also present. Air monitoring was conducted, and the Eagle gas meter detected a 1% LEL and the Multi-Rae detector did not detect any LEL. The business owner had contracted with a vendor to remove and dispose of the dried cannabis. The waste cannabis was placed into a roll off bin and sprayed with a colored dye. The vendor also removed approximately (20) 5-gallon buckets of solidified brown liquids which the DCC inspectors identified as non-hazardous. The HHMD responders found more hazardous materials and hazardous wastes behind a locked gate at the exterior storage area. These included (4) 300-gallon totes of flammable liquids, (2) 55-gallon drums of heat transfer oil, (1) 55-gallon drum of Ethyl Acetate, and (1) 55-gallon drum of Acetic Anhydride. The HHMD responders conducted hazardous categorization on various unknown chemicals using the Haz Cat kit and the Tru-Defender analyzer including the contents of various 5-gallon buckets in the extraction area and 55-gallon drums at the rear exterior area. Mr. Butt stated he was not the responsible party for the hash oil extraction operation and that the contact for that operation is Cameron Ross who was out of town. HH211 spoke to Mr. Ross (720-591-3194) on the phone who identified himself as "just the manager" of the business. Mr. Ross stated he was taking responsibility for removing all the hazardous materials and hazardous wastes from the site. The responders helped the business owner to obtain a Temporary EPA ID #. Mr. Butt and Mr. Ross were provided copies of a list of hazardous waste cleanup and disposal companies. Mr. Ross arranged to have (4) 300-gallon totes of ethanol and (6) 55-gallon drums of usable hazardous materials; pentane, isopropyl alcohol, etc., picked up by a company called Solvent Direct who was the supplier of those products. A bill of lading was provided. Mr. Ross stated he has selected a disposal company called "Lightning Oil" which were scheduled to pick up all the containers of hazardous wastes on 10/16/22 at 0830 hours. HH211 spoke to John Santistevan who is the owner of "Lightning Oil". Mr. Santistevan requested photos of the containers of the hazardous wastes which were immediately provided to him. HH211 discussed the equipment and resources that may be required to complete the hazardous waste cleanup and removal.

10/16/22 HHMD responders HH211 G. To, HH212 B. Montes, and HH21 E. Hernandez returned to the facility to continue to monitor and assess the site clean-up. Air monitoring was conducted initially and throughout the entire cleanup process; no elevated LEL's were detected. The responders assisted the cleanup contractor, Lightning Oil, to consolidate all the contents of the (40 plus) 5-gallon buckets of waste flammable liquids into numerous 55-gallon drums. Also, the flammable liquids in the production vessels and tanks were removed and transferred into 55-gallon drums for disposal. Glass wares and other lab debris containing hash oil were consolidated into a 55-gallon drum. In addition, several partially filled 300-gallon totes and 55-gallon drums of various hazardous wastes were removed from the exterior storage area and consolidated into 55-gallon drums. Manifests were being generated and final manifests to be provided by the cleanup contractor. Mr. Ross was instructed to have the remaining hazardous materials which were 10 nitrogen tanks removed from the site.

10/18/22 HHMD responder G. To returned to the site to confirm the removal of the nitrogen tanks. A truck from a company called NITREX was on site to pick up all the nitrogen tanks on a bill of lading. G. To contacted Mr. Santistevan to inform him to provide the final manifests for the haz waste disposals.

11/03/22 HHMD responder G. To received copies of manifests from Mr. Santistevan which show the following haz-waste disposals; (14) 55-gallons drums of waste flammable liquids (Ethanol), (2) 55-gallon drums of waste flammable liquid (Ethyl Acetate), manifest #: 022155288 JJK, dated 10/16/22, (1) 55-gallon drum of oily debris (glass wares and other lab debris), manifest #:022155237 JJK, dated 10/16/22, (1) 55-gallon drum of waste toxic, and (1) 55-gallon drum of waste corrosive (Acetic Anhydride), manifest#:022155345 JJK, dated 10/16/22. No further action required.

HEALTH HAZARDOUS MATERIAL INCIDENT REPORT

Report #5321

V.131018

Hazmat Release

PROPERTY USE
Industrial, UtilitySURROUNDING AREA
Industrial, UtilityPROPERTY MANAGEMENT
PRIVATEWEATHER
CLEARESTIMATED TEMPERATURE
(Deg. F)TYPE OF EQUIPMENT INVOLVED
NO EQUIP INVOLVEDMOBILE PROPERTY TYPE
NO MOBILE PROPERTY INVOLVED

VEHICLE MAKE/YEAR

VEHICLE LICENSE NO.

VEHICLE ID NO. (VIN)

CA/DOT/PUC/ICC NO.

COMPANY NAME

RP BUSINESS NAME

RP AUTH REP NAME

RP ADDRESS

RP PHONE NO.

UHCC

CAMERON ROSS

720-591-3194

Release Factors

11 - INTENTIONAL ACT

50 - MECHANICAL FAILURE

60 - NATURAL CONDITION

12 - SUSPICIOUS ACT

60 - DESIGN, CONSTRUCTION,
INSTALLATION DEFICIENCY

94 - FIRE/EXPLOSION

30 - FAILURE TO CONTROL HAZMAT

98 - NO RELEASE

31 - ABANDONED

70 - OPERATIONAL DEFICIENCY

93 - WHEN I

40 - MISUSE OF HAZMAT

71 - COLLISION/OVERTURN

00 - UNDETERMINED

Action Taken

31 - RESCUE, REMOVE FROM HARM

45 - MONITOR

73 - SHUT DOWN SYSTEM

32 - EXTRICATION

46 - DECON-PERSON/EQUIP

82 - SECURE PROPERTY

33 - EMERGENCY MEDICAL SERVICE

47 - DECON-AREA (CLEANUP)

92 - REFER TO PROPER AUTHORITY

35 - SEARCH

48 - CONTAIN/CONTROL HAZMAT

98 - NO ACTION TAKEN

36 - TRANSPORT

61 - CROWD CONTROL

97 - HAZMAT RESPONSE, MATERIAL DETER-
MINED TO BE NONHAZARDOUS

41 - REMOVE HAZARD IN NEUTRALIZED

62 - TRAFFIC CONTROL

42 - ANALYSIS OF HAZMAT

63 - NO RELEASE/GEN

98 - OTHER

43 - EVACUATION

64 - PROVIDE PUBLIC INFO

44 - ESTABLISH SAFE AREA

71 - INVESTIGATE

Clean Up & Casualty

CLEAN UP

CLEAN UP COST

CLEAN UP PAID BY

CLEAN UP COMPANY NAME

SITE ENTRY LEVEL

BUSINESS

LIGHTNING OIL

DATE LEFT SCENE

PROGRAM REFERRAL

DATE ON SCENE
10/16/2022

8:30 am

10/16/2022

8:00 pm

CASUALTY

NUMBER OF
DECONNUMBER OF INJURIES
NUMBER OF FATALITIES

RESPONSE AGENCY PERSONNEL

Q

Q

Q

TRANSPORTATION DESTINATION

OTHERS

NAMES OF INJURED

HazMat Identification - Personnel

13 - ON-SITE FIRE SERVICES

60 - OFF-SITE NON-FIRE SERVICES

59 - CHEMTREC

29 - OFF-SITE FIRE SERVICES

54 - CHEMIST

99 - OTHER HAZ CAT &
TO BE INCREASED

40 - ON-SITE NON-FIRE SERVICES

58 - TOX CENTER

HazMat Identification - Reference Material

21 - DOT MANUAL

25 - PRIVATE INFO SOURCE

98 - NO REFERENCE MATERIALS USED

23 - MSDS

26 - COMPUTER SOFTWARE

93 - HHH

24 - PLACARDS/SIGNS

27 - SHIPPING PAPERS

Chemical XC0032993

ETHANOL

CC-0.1.0

STORE:P
LIQUID

0.00

PORTABLE

Undetermined

Above Ground

Plastic, Flexible

1.-..1N!Jt(l...,H
300.00 gal

Attachments

ITEM NO. 15



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 15, 2022

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

Honorable Mayor and Members of the City Council:

CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON ORDINANCE 2022-02 AND RESOLUTION No. 2022-38 AMMENDING ORDINANCE 2016-952 AND ESTABLISHING A RESOLUTION FOR FEES ASSOCIATED WITH RECREATIONAL MARIJUANA LICENSES.

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a Public Hearing and receive public testimony; and
2. Approve Ordinance 2022-02 amending Ordinance 2016-952 and;
3. Approve Resolution No. 2022-38 establishing fees associated with operations of recreational marijuana licenses.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Community Development Department periodically reviews operations and functionality of the City's Municipal Code. The City Council adopted ordinance 2016 - 952 in December of 2016 as an Ordinance to establish parameters for the legal operation of cannabis businesses in the City of Huntington Park. However, after the passage of proposition 64 by the State of California, Ordinance 2016-952 does not reflect many of the State regulations and intent of the City for recreational marijuana use and licensing. Ordinance 2022 – XXX addresses several of these issues. These changes consist of referencing recreational cannabis licensing, removing language that prohibits lobbying, lobby areas in an establishment as a requirement, security plans, agents or employee background requirements, maximum of two licensed operators, adding the City Council as a level of approval, and addressing cash handling requirements.

CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON ORDINANCE 2022 – XXX AND RESOLUTION No. 2022 – XXX AMMENDING ORDINANCE 2016-952 AND ESTABLISHING A RESOLUTION FOR FEES ASSOCIATED WITH RECREATIONAL MARIJUANA LICENSES.

November 15, 2022

Page 2 of 2

Resolution 2022 -XXX is setting fees that are associated with the requirements of the aforementioned ordinance. This was previously done by an agreement to be negotiated with the cannabis license holders. A resolution would codify the fees. In addition, the fee structure would change to be consistent with other City fee structures. Whereas the fees would change from collecting a dollar value above and below a sale of \$40 by the cannabis retailer to a straight five percent (5%) of gross transaction sales. This change would not negatively impact the overall revenue collected from the businesses and would streamline reporting processes.

FISCAL IMPACT/FINANCING

The reduction of three (3) licensed operators to two (2) operators could have the potential to reduce sales of cannabis in Huntington Park and thus reduce revenue. However, the likelihood is that the remaining operators would see an increase in sales offsetting the potential revenue loss of one operator. The resolution codifying the fee structure would not negatively impact the revenue received from cannabis sales

CONCLUSION

Staff recommends the City Council approve Ordinance 2022-02 and the associated Resolution 2022-38.

Respectfully submitted,



Ricardo Reyes
City Manager



Steve Forster
Interim Community Development Director

ATTACHMENTS:

Attachment "A" Ordinance 2022-02
Attachment "B" Resolution 2022-38

ATTACHMENT "A"

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RESOLUTION NO. 2022-38

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK, CALIFORNIA,
ESTABLISHING FEES RELATED TO THE
OPERATIONS OF CANNABIS LICENSES**

WHEREAS, on November 15, 2022, the City Council voted to adopt Ordinance No. 2022-38 ("Recreational Marijuana Ordinance") establishing recreational marijuana businesses as a permissible use in City's Industrial/Manufacturing Planned Development Zone subject to certain conditions and restrictions;

WHEREAS, the recreational marijuana ordinance requires recreational marijuana businesses to apply for and secure a recreational marijuana business permit (RMBP) to operate lawfully within the City;

WHEREAS, the recreational marijuana ordinance provides the City the discretion to award up to a maximum of two (2) RMBPs.

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

SECTION 1. Cultivating and/or Manufacturing. This regulatory fee shall be calculated based on the cultivating and/or manufacturing area square footage of the location areas. The fees for cultivation or manufacturing shall be eleven USD (\$11.00) per square foot per year for the first year of operation and shall increase to thirteen USD (\$13.00) per square foot per year ongoing after that. The total fees per year based on square footage shall be paid quarterly throughout a calendar year, and shall be paid after every quarter of the operation. The regulatory fee due shall be assessed on a pro rata basis for the first quarter.

SECTION 2. Dispensaries. This regulatory fee shall be five percent (5%) of the gross transaction revenue. Permittee shall collect this regulatory fee at the time of each transaction and paid to the City quarterly.

PASSED, APPROVED AND ADOPTED this 15th day of November 2022.

Eduardo Martinez,
Mayor

ATTEST:

Eduardo Sarmiento,
City Clerk

ATTACHMENT "B"

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1 **WHEREAS**, the City Zoning Code currently allows medical marijuana
2 businesses within the City;

3 **WHEREAS**, it is the desire of the City Council that City residents suffering from
4 life threatening or serious illnesses have access to a safe and affordable supply of
5 medical marijuana;

6 **WHEREAS**, the unregulated presence of marijuana cultivation operations and
7 medical marijuana dispensaries have the potential to lead to: (1) an increase in
8 break-ins and thefts due to the high monetary value of marijuana plants; (2)
9 dangerous alterations to the electrical wiring of buildings; (3) an increase in the
10 amount of mold spores present in buildings; (4) the potential for exposure to or
11 increased usage by school aged children; and (5) the emittance of strong or noxious
12 odors from the marijuana plants;

13 **WHEREAS**, the City has a compelling interest in protecting the public health,
14 welfare and safety of its residents, as well as preserving the peace and quiet of the
15 neighborhoods in the City;

16 **WHEREAS**, it is the desire of the City Council to permit and regulate medical
17 marijuana cultivation, medical marijuana dispensaries, and medical marijuana
18 delivery within the City and has established a permitting process in order to impose
19 regulations that will allow for limited medical marijuana deliveries within the City and
20 a limited number of regulated medical marijuana dispensaries and medical marijuana
21 cultivation facilities to operate within the City while protecting the peace, health,
22 safety and welfare of patients, and the community as a whole;

23 **WHEREAS**, in recent years a number of California cities have adopted
24 ordinances permitting and regulating medical marijuana dispensaries and/or medical
25 marijuana cultivation;

26 **WHEREAS**, an initiative that would permit the use of recreational marijuana
27 within the State was approved by voters on November 8, 2016;

28 **WHEREAS**, marijuana will become recreationally legal within the State the
State of California and will further regulate the use of marijuana;

WHEREAS, the City desires to adopt an amendment to the marijuana business
regulatory scheme within the City in order to ensure that the community is
safeguarded from negative impacts associated with medical marijuana deliveries;

WHEREAS, it is the City Council's intention that nothing in this ordinance shall
be construed to allow persons to engage in conduct that endangers others or causes
a public nuisance, to allow the use of marijuana for non-medical purposes, or to allow
any activity relating to marijuana that is otherwise illegal and not permitted by state
law.

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

3 **SECTION 1.** Findings and Purpose. The City Council finds and declares that
4 the above recitals are true and correct and hereby incorporate them herein by this
5 reference.

6 **SECTION 2.** Authority. This ordinance is adopted pursuant to the authority
7 granted by the California Constitution and State law, including but not limited to
8 Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the
9 Medical Marijuana Program, and The Medical Marijuana Regulation and Safety Act.

10 **SECTION 3.** Article 19 of Title 4, Chapter 7, of the Huntington Park Municipal
11 Code, entitled "Mobile Marijuana Dispensaries," is hereby amended in its entirety to
12 read as follows:

13 **SECTION 4.** Therefore since the passage of prop 64 on November 9, 2016, this
14 ordinance shall now be reflective of State recreational cannabis laws.

15 **Article 19 – Medical Marijuana Delivery**
16 **Sections:**

17 **4-7.1901 Purpose and Intent.**

18 **4-7.1902 Definitions.**

19 **4-7.1903 Medical Marijuana Delivery.**

20 **4-7.1904 Liability and Indemnification.**

21 **4-7.1905 Violations and Enforcement.**

22 **4-7.1901 Purpose and Intent.**

23 The City Council of the City of Huntington Park hereby finds and determines
24 that it is the purpose and intent of this article to regulate medical marijuana delivery
25 services in order to promote the health, safety, morals and general welfare of the
26 residents and businesses within the City.

27 **4-7.1902 Definitions.**

28 For the purposes of this Article, unless otherwise apparent from the context,
certain words and phrases used in this Article are defined as follows:

- 29 A. "Applicant" shall mean a person who is required to file an application for
30 a Medical Marijuana Business Permit under Title 3, Chapter 1, Article 24
31 of the Code, including an individual owner, managing partner, officer of
32 a corporation, or any other operator, manager, employee, or agent of a
33 medical marijuana dispensary.
- 34 B. "Business" means and includes all kinds of vocations, occupations,
35 professions, trades, exhibitions, shows, enterprises, and establishments
36 and all other kinds of activities and means of livelihood, whether or not
37 carried on for profit or gain.

- 1
- 2 C. "Distribution" means the procurement, sale, and transport of Medical
- 3 Cannabis and Medical Cannabis Products to Primary Caregivers and
- 4 Qualified Patients and between entities licensed pursuant to the MCRSA
- 5 and Applicable Laws.
- 6
- 7 D. "Marijuana" shall have the same meaning as Health and Safety Code §
- 8 11018, as amended from time to time. Marijuana shall also include any
- 9 marijuana-infused product and any product manufactured from
- 10 marijuana.
- 11
- 12 E. "Medical marijuana" means marijuana authorized in strict compliance
- 13 with Health & Safety Code §§ 11362.5, 11362.7 et seq., as such
- 14 sections may be amended from time to time. Medical marijuana shall
- 15 also include any marijuana-infused product and any product
- 16 manufactured from marijuana.
- 17
- 18 F. "Medical Marijuana Business Permit" shall mean the permit required to
- 19 operate a medical marijuana dispensary, nursery, transportation,
- 20 distribution, cultivation and manufacturing facility, or joint medical
- 21 marijuana dispensary, nursery and cultivation and manufacturing facility
- 22 within the City of Huntington Park pursuant to Title 3, Chapter 1, Article
- 23 24, of this Code.
- 24
- 25 G. "Medical marijuana dispensary," or "dispensary" shall mean any
- 26 association, cooperative, affiliation, or collective of persons that offers
- 27 medical marijuana or medical marijuana products, either individually or
- 28 in any combination, for retail sale. A dispensary shall not include
- dispensing by primary caregivers to qualified patients in the following
- locations, so long as the location of the clinic, health care facility,
- hospice, or residential care facility is otherwise permitted by the
- Municipal Code or by applicable state laws
1. A clinic licensed pursuant to Chapter 1 of Division 2 of the state Health and Safety Code;
 2. A health care facility licensed pursuant to Chapter Two of Division 2 of the state Health and Safety Code;
 3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the state Health and Safety Code;
 4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the state Health and Safety Code;
 5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the state Health and Safety Code; provided that any such clinic, health care facility, hospice or residential care facility complies with applicable laws, including, but not limited to, Health and Safety Code § 11362.5.

- 1 H. "Transport" shall mean the transfer of Medical Cannabis or Medical
2 Cannabis Products.
- 3 I. "Permittee" shall mean a business that has obtained a Permit under this
4 Article.
- 5 J. "Person" shall mean an individual, partnership, co-partnership, firm,
6 association, joint stock company, corporation, limited liability company,
7 or combination of the above in whatever form or character.
- 8 K. "Primary Caregiver" shall have the same definition as California Health
9 and Safety Code Section 11362.7, and as may be amended, and which
10 defines "Primary Caregiver" as an individual designated by a qualified
11 patient or by a person with an identification card who has consistently
12 assumed responsibility for the housing, health, or safety of that patient
13 or person, and may include any of the following:
- 14 1. In any case in which a qualified patient or person with an
15 identification card receives medical care or supportive services, or
16 both, from a clinic licensed pursuant to Chapter 1 (commencing
17 with Section 1200) of Division 2 of the California Health and
18 Safety Code; a health care facility licensed pursuant to Chapter 2
19 (commencing with Section 1250) of Division 2 of the California
20 Health and Safety Code; a residential care facility for persons
21 with chronic life-threatening illness licensed pursuant to Chapter
22 3.01 (commencing with Section 1568.01) of Division 2 of the
23 California Health and Safety Code; a residential care facility for
24 the elderly licensed pursuant to Chapter 3.2 (commencing with
25 Section 1569) of Division 2 of the California Health and Safety
26 Code; a hospice, or a home health agency licensed pursuant to
27 Chapter 8 (commencing with Section 1725) of Division 2 of the
28 California Health and Safety Code; the owner or operator, or no
more than three employees who are designated by the owner or
operator, of the clinic, facility, hospice, or home health agency, if
designated as a primary caregiver by that qualified patient or
person with an identification card.
2. An individual who has been designated as a primary caregiver by
more than one qualified patient or person with an identification
card, if every qualified patient or person with an identification
card who has designated that individual as a primary caregiver resides
in the same city or county as the primary caregiver.
3. An individual who has been designated as a primary caregiver by
a qualified patient or person with an identification card who
resides in a city or county other than that of the primary caregiver,
if the individual has not been designated as a primary caregiver
by any other qualified patient or person with an identification card.
- L. "Qualified patient" shall have the same definition as California Health
and Safety Code Section 11362.7 et seq., and as may be amended, and
which means a person who is entitled to the protections of California

1 Health & Safety Code Section 11362.5. For purposes of this ordinance,
2 qualified patient shall include a person with an identification card, as that
3 term is defined by California Health and Safety Code Section 11362.7 et
4 seq.

4 **4-7.1903 Medical Marijuana Delivery.**

- 5 A. Medical marijuana dispensaries, exclusively located within the City, are
6 permitted to deliver medical marijuana and/or medical marijuana-infused
7 products within the City of Huntington Park, only if such medical
8 marijuana dispensaries are granted a Medical Marijuana Business
9 Permit pursuant to Title 3, Chapter 1, Article 24, of this Code as
10 prescribed by this Article.
- 11 B. All medical marijuana deliveries not expressly permitted by this Article
12 are hereby prohibited.

11 **4-7.1904 Liability and Indemnification.**

- 12 A. To the fullest extent permitted by law, any actions taken by a public
13 officer or employee under the provisions of this Article shall not become
14 a personal liability of any public officer or employee of the City.
- 15 B. The permittees under this Article hereby agree to save, defend,
16 indemnify and keep harmless the City and its officials, officers,
17 employees, representatives, agents and volunteers from all actions,
18 claims, demands, litigation, or proceedings, including those for
19 attorneys' fees, against the City in consequence of the granting of this
20 permit, and will in all things strictly comply with the conditions under
21 which this permit is granted, if any.

19 **4-7.1905 Violations and Enforcement.**

- 20 A. Cure period. In the event the permittee has violated any provisions, rules
21 or regulations of this Article or has violated or permitted the infraction of
22 any law of the State or the City, the permittee shall be provided notice
23 and given twenty (20) days to cure the violation before any penalties
24 begin to accrue. The 20 day cure period shall not apply to any medical
25 marijuana business operating within the City of Huntington Park without
26 a valid Permit, or any business that is required to have a Permit under
27 Title 3, Chapter 1, Article 24 of this Code, that is delivering medical
28 marijuana and/or medical marijuana-infused products within the City of
Huntington Park without a valid Permit and penalties shall begin to
accrue immediately.
- B. Violations. After the cure period, each and every violation of this Article
shall constitute a separate violation and shall be subject to all remedies
and enforcement measures authorized by this Code and the State of
California.

1
2 C. Penalties. Any person guilty of a misdemeanor pursuant to the
3 provisions of this Article shall be punishable as set forth in Chapter 2 of
4 Title 1 of this Code.

5 D. Public nuisances. In addition to the penalties provided for violations, any
6 condition caused or permitted to exist in violation of any of the provisions
7 of this Article after the cure period shall be deemed a public nuisance
8 and may be summarily abated as such by the City, and each day such
9 violation continues shall be regarded as a new and separate offense.

10 **Article 24 – Medical Marijuana Business Permits**

11 **Sections:**

12 **3-1.2401 Purpose and Intent.**

13 **3-1.2402 Definitions.**

14 **3-1.2403 Medical Marijuana Business Permit Required.**

15 **3-1.2404 Permit Application.**

16 **3-1.2405 Investigation.**

17 **3-1.2406 Review and Issuance of Permit.**

18 **3-1.2407 Permit Expiration and Renewal.**

19 **3-1.2408 Permit Suspension and Revocation.**

20 **3-1.2409 Permit Assignability.**

21 **3-1.2410 Regulatory Fee and Seller's Permit.**

22 **3-1.2411 Use of Revenue.**

23 **3-1.2412 Operating Requirements and Standards.**

24 **3-1.2413 Examination of Books, Records, Witnesses.**

25 **3-1.2414 Liability and Indemnification.**

26 **3-1.2415 Prohibited Operations.**

27 **3-1.2416 Violations and Enforcement.**

28 **3-1.2401 Purpose and Intent.**

The purpose and intent of this Article is to regulate the locations and operations of medical marijuana businesses in the City of Huntington Park in order to promote the health, safety, and general welfare of residents and businesses within the City. Medical marijuana businesses shall be limited to medical marijuana dispensaries, nurseries, transportation, distribution, cultivation and manufacturing facilities, and joint dispensary, nursery and cultivation and manufacturing facilities. It is neither the intent nor the effect of this Article to condone or legitimize the use or possession of marijuana except as allowed by California law.

3-1.2402 Definitions.

For the purposes of this Article, unless otherwise apparent from the context, certain words and phrases used in this Article are defined as follows:

- 1 A. "Applicant" shall mean a person who is required to file an application for
2 a permit under this Article, including an individual owner, managing
3 partner, officer of a corporation, or any other operator, manager,
4 employee, or agent of a medical marijuana business.
- 5 B. "Collective" means any association, affiliation, or establishment jointly
6 owned and operated by its members that facilitates the collaborative
7 efforts of qualified patients and primary caregivers.
- 8 C. "Cultivation Area" shall mean the actual area in use for the entire
9 cultivation process of marijuana plants (including seedling production,
10 vegetation, and maturation), as well as reasonable walking space. For
11 cultivation calculations stacking vertically shall be added to the
12 calculation, such that, for example, two trays used for maturation, each
13 measuring ten square feet and stacked vertically on top of each other
14 shall be counted as 20 square feet of cultivation area (stacking
15 calculation shall not apply for clone/vegetative state areas, regular
16 calculations shall apply). Cultivation Area shall not include a
17 greenhouse.
- 18 D. "Distribution" shall mean the procurement, sale, and transport of Medical
19 Cannabis and Medical Cannabis Products to Primary Caregivers and
20 Qualified Patients and between entities licensed pursuant to the MCRSA
21 and Applicable Laws.
- 22 E. "Industrial Marijuana Cultivation, Processing, Manufacturing Facility"
23 hereinafter "cultivation and manufacturing facility" shall mean any facility
24 used for cultivating, warehousing, storing, processing and/or
25 manufacturing more than 48 ounces of dried marijuana, and/or
26 cultivating or storing medical marijuana in an area greater than 50
27 square feet of total area within one parcel of land. Any establishment
28 engaged in, permitted to be engaged in or carrying on any medical
marijuana cultivation, processing, or manufacturing or other activity
mentioned in this Article shall be deemed a cultivation and
manufacturing facility.
- F. Marijuana" shall have the same meaning as Health and Safety Code §
11018, as amended from time to time. Marijuana shall also include any
marijuana-infused product and any product manufactured from
marijuana.
- G. "Marijuana cultivation" means any activity involving the planting, growing,
harvesting, drying, curing, grading, or trimming of marijuana.
- H. "Medical marijuana" means marijuana authorized in strict compliance
with Health & Safety Code §§ 11362.5, 11362.7 et seq., as such
sections may be amended from time to time. Medical marijuana shall
also include any marijuana-infused product and any product
manufactured from marijuana.

1 I. "Medical marijuana business" shall mean a medical marijuana
2 dispensary, nursery, transportation, distribution, cultivation and
3 manufacturing facility, or joint dispensary, nursery and cultivation and
4 manufacturing facility.

5 J. "Medical Marijuana Business Permit," hereinafter "Permit," shall mean
6 the permit required to operate a medical marijuana dispensary, nursery,
7 transportation, distribution, cultivation and manufacturing facility, or joint
8 medical marijuana dispensary, nursery and cultivation and
9 manufacturing facility within the City of Huntington Park.

10 K. "Medical marijuana dispensary," or "dispensary" shall mean any
11 association, cooperative, affiliation, or collective of persons that offers
12 medical marijuana or medical marijuana products, either individually or
13 in any combination, for retail sale. A dispensary shall not include
14 dispensing by primary caregivers to qualified patients in the following
15 locations, so long as the location of the clinic, health care facility,
16 hospice, or residential care facility is otherwise permitted by the
17 Municipal Code or by applicable state laws

- 18 1. A clinic licensed pursuant to Chapter 1 of Division 2 of the state
19 Health and Safety Code;
- 20 2. A health care facility licensed pursuant to Chapter Two of Division
21 2 of the state Health and Safety Code;
- 22 3. A residential care facility for persons with chronic life-threatening
23 illness licensed pursuant to Chapter 3.01 of Division 2 of the state
24 Health and Safety Code;
- 25 4. A residential care facility for the elderly licensed pursuant to
26 Chapter 3.2 of Division 2 of the state Health and Safety Code;
- 27 5. A residential hospice or a home health agency licensed pursuant
28 to Chapter 8 of Division 2 of the state Health and Safety Code;

provided that any such clinic, health care facility, hospice or residential care
facility complies with applicable laws, including, but not limited to, Health and Safety
Code § 11362.5.

22 L. "One Parcel of Land" shall mean any single piece of real property as
23 identified by the County Assessor's parcel number (APN) that is used to
24 identify real property, its boundaries, and all the rights contained therein.

25 M. "Permittees" shall mean medical marijuana businesses that have
26 obtained a Permit under this Article.

27 N. "Person" shall mean an individual, partnership, co-partnership, firm,
28 association, joint stock company, corporation, limited liability company,
or combination of the above in whatever form or character.

O. "Primary Caregiver" shall have the same definition as California Health
and Safety Code Section 11362.7, and as may be amended, and which

1 defines "Primary Caregiver" as an individual designated by a qualified
2 patient or by a person with an identification card who has consistently
3 assumed responsibility for the housing, health, or safety of that patient
or person, and may include any of the following:

- 4 1. In any case in which a qualified patient or person with an
5 identification card receives medical care or supportive services, or
6 both, from a clinic licensed pursuant to Chapter 1 (commencing
7 with Section 1200) of Division 2 of the California Health and
8 Safety Code; a health care facility licensed pursuant to Chapter 2
9 (commencing with Section 1250) of Division 2 of the California
10 Health and Safety Code; a residential care facility for persons
11 with chronic life-threatening illness licensed pursuant to Chapter
12 3.01 (commencing with Section 1568.01) of Division 2 of the
13 California Health and Safety Code; a residential care facility for
14 the elderly licensed pursuant to Chapter 3.2 (commencing with
15 Section 1569) of Division 2 of the California Health and Safety
16 Code; a hospice, or a home health agency licensed pursuant to
17 Chapter 8 (commencing with Section 1725) of Division 2 of the
18 California Health and Safety Code; the owner or operator, or no
19 more than three employees who are designated by the owner or
20 operator, of the clinic, facility, hospice, or home health agency, if
designated as a primary caregiver by that qualified patient or
person with an identification card.
2. An individual who has been designated as a primary caregiver by
more than one qualified patient or person with an identification
card, if every qualified patient or person with an identification card
who has designated that individual as a primary caregiver resides
in the same city or county as the primary caregiver.
3. An individual who has been designated as a primary caregiver by
a qualified patient or person with an identification card who
resides in a city or county other than that of the primary caregiver,
if the individual has not been designated as a primary caregiver
by any other qualified patient or person with an identification card.

21 P. "Qualified patient" shall have the same definition as California Health
22 and Safety Code Section 11362.7 et seq., and as may be amended, and
23 which means a person who is entitled to the protections of California
24 Health & Safety Code Section 11362.5. For purposes of this ordinance,
25 qualified patient shall include a person with an identification card, as that
term is defined by California Health and Safety Code Section 11362.7 et
seq.

26 Q. "Serious medical condition" shall have the same definition as California
27 Health and Safety Code Section 11362.7 et seq., and as may be
amended, and which means all of the following medical conditions:

- 28 1. Acquired immune deficiency syndrome (AIDS);
2. Anorexia;

3. Arthritis;
4. Cachexia;
5. Cancer;
6. Chronic pain;
7. Glaucoma;
8. Migraine;
9. Persistent muscle spasms, including, but not limited to, spasms associated with multiple sclerosis;
10. Seizures, including, but not limited to, seizures associated with epilepsy;
11. Severe nausea;
12. Any other chronic or persistent medical symptom that either:
 - a. Substantially limits the ability of the person to conduct one or more major life activities as defined in the Americans with Disabilities Act of 1990.
 - b. If not alleviated, may cause serious harm to the patient's safety or physical or mental health.

3-1.2403 Medical Marijuana Business Permit Required.

- A. Except for hospitals and research facilities that obtain written permission for marijuana cultivation under federal law, it is unlawful for any person to own, conduct, operate or maintain, or to participate therein, or to cause or to permit to be conducted, operated, or maintained, any medical marijuana business in the City unless there exists a valid Permit therefore, granted and existing in compliance with the provisions of this Article 24. It is unlawful to establish any outdoor cultivation and manufacturing facility within the City. It is unlawful for any entity organized on a for-profit basis, except for hospitals and research facilities, to engage in any medical marijuana business whatsoever.
- B. Any use or activity that involves possessing, cultivating, processing and/or manufacturing and/or more than 50 square feet of cultivation area in the City shall constitute industrial cultivation of medical marijuana and shall only be allowed upon the granting of a Permit as prescribed in this Article.
- C. Possession of other types of State or City permits or licenses does not exempt an applicant from the requirement of obtaining a Permit under this Article.
- D. An operator of a medical marijuana business shall be required to apply for and obtain a City business license as a prerequisite to obtaining a Permit pursuant to the terms of this Article. Medical marijuana business sales shall be subject to sales tax in a manner required by State law.
- E. The proposed location of a medical marijuana business shall only be in Industrial/Manufacturing Planned Development ("MPD") Zones of the

1 City of Huntington Park; provided, however, that no vested or other right
2 shall inure to the benefit of any permittee.

3 **3-1.2404 Permit Application.**

4 A. On April 14, 2016, the City shall make available Permit application forms
5 and a related administrative policy. Each medical marijuana business
6 interested in operating pursuant to this Article may submit an application
7 together with a nonrefundable processing fee in an amount established
8 by the City Council within twenty (20) days after April 14, 2016. The City
9 shall not accept applications or process applications after this time.
10 Thereafter, whenever a medical marijuana business permit becomes
11 available staff shall notify City Council, and after receiving direction from
12 City Council, staff shall notify the public and open the application
13 process for twenty (20) days from the public notice. The City shall not
14 accept applications or process applications after this time.

15 B. Applications for Permits shall be in writing on forms prepared and
16 provided by the City and shall be filed with the City. Applicants are not
17 required to have secured a final location for the medical marijuana
18 business at the time of applying. However, final approval of a Permit is
19 subject to having a location selected and approved by the City. Such
20 applications shall be under oath, in duplicate, and shall contain the
21 following information:

- 22 1. A complete identification of the applicant.
- 23 2. The name and residence and business address of the owner,
24 manager, or person to be in charge.
- 25 3. Whether or not the applicant has had a permit for the same or
26 any similar business suspended or revoked anywhere and, if so,
27 the circumstances of such suspension or revocation.
- 28 4. Whether or not the applicant or any member has ever been
convicted in any court for any crime.
5. A description of the type, nature and extent of the enterprise to be
conducted.
6. A detailed operating plan describing how the medical marijuana
business is envisioned to operate consistent with the intent of

1 State law and the provisions of this Article, including but not
2 limited to:

- 3 a. Site Plan. A site plan showing the applicants plans for the
4 medical marijuana business. If a final location has not
5 been selected the site plan should demonstrate the
6 applicants vision for the medical marijuana business.
- 7 b. Floor Plan. The primary entrance shall be located and
8 maintained clear of barriers, landscaping and similar
9 obstructions so that it is clearly visible from public
10 streets, sidewalks or site driveways.
- 11 c. Storage. A medical marijuana business shall have suitable
12 locked storage on premises, identified and approved as a
13 part of the security plan, for after-hours storage of medical
14 marijuana.
- 15 d. Security Plans. A medical marijuana business shall provide
16 adequate security on the premises, in accordance with a
17 security plan approved by the Chief of Police and as
18 reviewed by the City Council, including provisions for
19 adequate lighting and alarms, in order to ensure the safety
20 of persons and to protect the premises from theft. The
21 medical marijuana business shall have twenty-four hour
22 armed security during business hours and active alarm after
23 hours.
- 24 e. Security Cameras. Security surveillance cameras shall
25 operate twenty-four hours per day and be installed to
26 monitor the main entrance and exterior of the premises to
27 discourage and to report loitering, crime, illegal or nuisance
28 activities. Security video shall be maintained for a period of
not less than 30 days.
- f. Alarm System. Professionally monitored robbery alarm and
burglary alarm systems shall be installed and maintained
in good working condition within the medical marijuana
business at all times.
- g. Emergency Contact. A medical marijuana business shall
provide an emergency contact with the name, cell phone
number, and facsimile number of an on-site community
relations staff person to whom the City may provide notice
of any operating problems associated with the dispensary.
- h. Controls to verify membership to ensure medical marijuana
will be dispensed only to qualified patients and primary
caregivers, and
- i. Controls to acquire, possess, and distribute marijuana to
and from members, and plans to ensure marijuana is

1 acquired as part of a closed-circuit of marijuana cultivation
2 and consumption.

- 3 7. A criminal background check.
- 4 8. Such other information deemed necessary to conduct any
5 investigation or background check of the applicant, and for the
6 City to determine compliance with this Article, the City's Municipal
7 Code and Zoning Code.
- 8 D. All applicants shall demonstrate compliance with State law, during the
9 course of the permit application procedure described under this Section,
10 prior to issuing a Permit, and upon the issuance of a Permit, thereafter.
- 11 E. Any applicant hereunder is seeking the granting of a privilege.
12 Therefore, the burden of proving qualifications to receive such a Permit
13 is at all times on the applicant. By making an application for such a
14 Permit applicant accepts all risks of adverse public notice, publicity,
15 embarrassment, criticism, financial loss, or all other actions and
16 consequences which may result from activities with respect to reviewing,
17 processing, approving or disapproving any application. An applicant is
18 expressly permitting the city to make such investigation and inquiry that
19 the city determines appropriate and is further expressly authorizing the
20 city to conduct such verification of criminal history and financial condition
21 as the city elects to pursue. An application shall include an express
22 written waiver of any claims for damages against the city or its agent
23 resulting therefrom and waiving any claims for damages against the city
24 for denying an application, such waivers expressly constitutes a material
25 consideration for the city agreeing to consider and process such
26 application.

18 **3-1.2405 Investigation.**

- 19 A. The City Council shall cause investigations to be made to ascertain what
20 effect, if any, the issuance of the Permit will have on the public peace,
21 health, safety, and general welfare of the City and its inhabitants.
- 22 B. The Police Chief shall ascertain whether or not the applicant or other
23 persons interested in the Permit have been convicted of a felony or any
24 crime involving theft, embezzlement, or moral turpitude or have had a
25 license or permit for a similar business suspended, canceled, or
26 revoked.
- 27 C. Duty of Building Official and Fire Chief. The Fire Chief and the Building
28 Official, within the jurisdiction and duties of their particular departments,
shall ascertain whether or not the premises to be used are suitable,
proper, adequate, and comply with applicable laws for the issuance of
the Permit.

- 1 D. Reports. The Police Chief shall make a report to the City Council of his
2 or her findings, together with his or her recommendations, if any. The
3 Fire Chief and Building Official shall each investigate and report to the
4 City Council as to compliance with building and fire regulations, and floor
5 area regulations. Such investigating officers shall include in their
6 respective reports any information they may have regarding the
7 character and reputation of the applicant, manager, other person to be
8 in charge of the premises, and/or the person owning the business.
- 9 E. If any of the investigating officers shall find, after the investigation as
10 provided in this section, that the premises do not comply with applicable
11 laws or such use of the premises would result in a violation of any law,
12 he or she shall recommend that the application be denied.

13 **3-1.2406 Review and Issuance of Permit.**

- 14 A. The City Council shall review all applications and shall consider the
15 issuance of Permits at the first City Council meeting after close of the
16 application submittal period. The issuance of a Permit by the City
17 Council shall be discretionary based on the following review criteria:
- 18 1. That the proposed medical marijuana business is consistent with
19 the intent of State law, the provisions of this Article and the
20 Municipal Code, including the application submittal and operating
21 requirements herein.
 - 22 2. That the proposed medical marijuana business will not result in
23 significant crime issues.
 - 24 3. That all required application materials have been provided.
 - 25 4. That the requested Permit would not exceed limitations on
26 number of licenses allowed by this Article.
 - 27 5. That issuance of a Permit for the size requested is justified to
28 meet the needs of residents.
 6. That issuance of the Permit would serve the needs of residents.
 7. That the location is not prohibited by the provisions of this Article
or any local or State law, statute, rule or regulation and no
significant nuisance issues or problems are anticipated or
resulted.
 8. That the site plan, floor plan, and security plan have incorporated
features necessary to assist in reducing potential crime-related
problems and as specified in the operating requirements of this
Article.
 9. That no medical marijuana owner, licensee, agent, or employee
affiliated with the applicant has violated any provision of this
Article.
 10. That all reasonable measures have been incorporated into the
plan and consistently taken to successfully control the medical
marijuana businesses' patrons' conduct resulting in disturbances,
vandalism, uncontrolled crowds, traffic control problems,
ingesting medical marijuana in public, or creation of a public or

private nuisance, or interference of the operation of another business.

11. That the medical marijuana business would not adversely affect the health, peace or safety of persons living or working in the surrounding area, overly burden a specific neighborhood with special needs or high impact uses, or contribute to a public nuisance.
12. That the applicant has not violated any local or state law, statute, rule or regulation respecting the distribution, possession, or consumption of medical marijuana.
13. That the applicant has not knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application for a Permit.
14. That the applicant has not been convicted of a felony, or of a misdemeanor involving moral turpitude, or has engaged in misconduct related to the qualifications, functions or duties of a permittee. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
15. That the applicant has not engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
16. The capacity, capitalization, and complaint history of the proposed medical marijuana business.

B. The City Council shall grant, conditionally grant, or deny the application.

C. The City Council shall issue no more than two (2) Permits for the operation of medical marijuana businesses in the City. If legalization of recreational marijuana passes at the state level, the number of Permits shall still be limited to the two (2) Permits referred to and stated in this subsection; if necessary due to state regulations and state permit requirements, the City shall have the authority to divide a permittee's permit into multiple licenses in order to meet all state requirements while keeping the permittees' current operation. A permittee may choose to open and operate a dispensary, a cultivation and manufacturing facility, or expand from either a dispensary or cultivation and manufacturing facility to both a dispensary and cultivation and manufacturing facility at the same location with City Manager approval.

D. The determination of the City Council shall be final.

3-1.2407 Permit Expiration and Renewal.

All Permits shall automatically renew annually unless the Permit is revoked or suspended.

1 **3-1.2408 Permit Suspension and Revocation.**

- 2 A. In the event the permittee has violated any provisions, rules or
3 regulations in this Article or has violated or permitted the infraction of
4 any law of the State or the City, the permittee shall be provided notice
5 and given twenty (20) days to cure the violation. The 20 day cure period
6 shall not apply to medical marijuana business operating within the City
7 of Huntington Park without a valid Permit.
- 8 B. In the event the permittee fails to cure the violation within 20 days, any
9 Permit issued pursuant to the Article shall be summarily suspended. Notice of the suspension shall be provided by posting on the premises.
- 10 C. At its next regular meeting, the City Council shall hear the matter, giving
11 at least twenty (20) days' notice of such hearing to the permittee. The
12 hearing may be continued from time to time at the discretion of the City
13 Council.
- 14 D. Upon the conclusion of the hearing, the City Council may continue the
15 suspension, revoke the Permit, or terminate the suspension and
16 reinstate the Permit. If the permittee fails to attend the hearing the
17 Permit shall be terminated. The decision of the City Council shall be
18 final and conclusive.

19 **3-1.2409 Permit Assignability.**

- 20 A. It shall be unlawful for any permittee to transfer, assign or attempt to
21 assign any Permit issued pursuant to the Article without written approval
22 from the City Council or the City Manager and compliance with any other
23 City requirements and approvals; if legalization of recreational marijuana
24 passes and/or new state laws, requirements or options are available for
25 the permittee to change its identity from a collaborative/non-profit to a
26 corporation, LLC or other business structure, the necessary
27 administrative transfer shall be done by City Council or
28 administratively by the City Manager.
- 29 B. It shall be unlawful for any permittee to move to a new location within the
30 permitted zone without written approval from the City Manager and
31 compliance with any other City requirements and approvals.

32 **3-1.2410 Regulatory Fee and Seller's Permit.**

- 33 A. In addition to the Permit application fee, the medical marijuana business
34 shall pay an annual Regulatory Fee. The Regulatory Fee shall be set by
35 City Council resolution, as modified from time to time. The Regulatory
36 Fee shall cover staff time for monitoring, regulation, documenting
37 breach, and nullifying Permits. The Regulatory Fee will be cost
38 recovering.

- 1 B. The State Board of Equalization has determined that medical marijuana
2 transactions are subject to sales tax, regardless of whether the
3 individual or group makes a profit, and those engaging in transactions
4 involving medical marijuana must obtain a seller's permit from the State
5 Board of Equalization.

6 **3-1.2411 Use of Revenue.**

- 7 A. Fifteen percent (15%) of revenues collected by the City from the medical
8 marijuana business shall be set aside and used by the City to fund an
9 Educational, Youth and/or Senior Programs Fund for the City Council to
10 use at its discretion. City Council approval shall be required prior to use
11 of such funds. The Educational and/or Youth Programs Fund shall be
12 established prior to the first City Council meeting after close the
13 application submittal period.
- 14 B. Fifteen percent (15%) of revenue collected by the City from the medical
15 marijuana business shall be set aside and used by the City to fund a
16 Residents Water Rate Fund account for the City Council's discretionary
17 use to lower and/or prevent water rate increase. City Council approval
18 shall be required prior to use of such funds. The Residents Water Rate
19 Fund account shall be established prior to the first City Council meeting
20 after close the application submittal period.

21 **3-1.2412 Operating Requirements and Standards.**

22 The medical marijuana business shall comply with operating requirements and
23 standards. Noncompliance of such operating requirements and standards shall
24 constitute a breach of the Permit issued hereunder and may render such Permit
25 suspended or revoked. In addition to any other operating requirements and standards
26 established by the City Council, permittees must comply with the following operating
27 requirements and standards:

- 28 A. Operating Agreement. All Permittees under this Article shall enter into
an operating agreement with the City and shall comply with all terms
within such negotiated and agreed upon operating agreement.
- B. Location. The final location of a medical marijuana business is subject to
compliance with the City Municipal Code and must be approved by the
City. The location of the medical marijuana business shall not be within
600 feet of a public or private school, park, or religious structure, unless
approved by the City Council or administratively by the City Manager.
- C. Hours of Operation. As designated by the State Cannabis
requirements.
- D. Cash Management System. All cash handling and all cash transactions
must meet State Cannabis requirements.

- 1
- 2
- 3 E. Use of Marijuana. No marijuana shall be smoked, ingested or otherwise
- 4 consumed on the premises of the medical marijuana business.
- 5 F. Minors. It is unlawful for any medical marijuana business permittee,
- 6 operator, or other person in charge of any medical marijuana business
- 7 to employ any person who is not at least 18 years of age. Persons under
- 8 the age of 18 shall not be allowed on the premises of a medical
- 9 marijuana business. The entrance to a medical marijuana business shall
- 10 be clearly and legibly posted with a notice indicating that persons under
- 11 the age of 18 are precluded from entering the premises.
- 12 G. Alcohol. The medical marijuana business shall not hold or maintain a
- 13 license from the State Department of Alcohol Beverage Control to sell
- 14 alcoholic beverages, or operate a business that sells alcoholic
- 15 beverages.
- 16 H. Operating Plan. A medical marijuana business must operate in
- 17 accordance with the operating plan, as detailed in Section 3-1.2404,
- 18 submitted as part of the permittees' Permit application.
- 19 I. Exterior Signage. All exterior signage must comply with the City's
- 20 existing sign ordinance.
- 21 J. Loitering. Loitering shall not be permitted in front of or at the medical
- 22 marijuana business.
- 23 K. If the medical marijuana business is a medical marijuana dispensary or
- 24 a joint medical marijuana dispensary, nursery and cultivation and
- 25 manufacturing facility, the following operating standards shall apply to
- 26 the dispensary:
- 27 1. Dispensing. A dispensary shall only dispense to State approved
- 28 recreational cannabis and qualified patients or primary caregivers
- with a currently valid physician's approval or recommendation in
- compliance with the criteria in California Health and Safety
- Code Section 11362.5 et seq or a state or county issued
- Medical Marijuana Identification Card. Dispensaries shall
- require such persons to provide valid official identification, such
- as a Department of Motor Vehicles driver's license or State
- Identification Card. Prior to dispensing medical cannabis, the
- dispensary shall obtain a verification from the recommending
- physician's office personnel that the individual requesting
- medical cannabis is or remains a qualified patient pursuant to
- state Health & Safety Code Section 11362.5.
2. Access. The entrance area of the dispensary building shall
- be strictly controlled. A viewer or video camera shall be
- installed in

1 the door that allows maximum angle of view of the exterior
2 entrance.

3 L. If the medical marijuana business is a cultivation and manufacturing
4 facility or a joint medical marijuana dispensary and cultivation and
5 manufacturing facility, the following operating standards shall apply to
6 the cultivation and manufacturing facility:

- 7 1. Indoor cultivation. A cultivation and manufacturing facility may
8 only cultivate marijuana indoors, no outdoor cultivation shall be
9 permitted.
- 10 2. Access. The entrance area of the cultivation and manufacturing
11 facility shall be strictly controlled. A viewer or video camera shall
12 be installed in the door that allows maximum angle of view of the
13 exterior entrance.

14 M. If the medical marijuana business is a transporter or distributor it must
15 utilize real-time geo-tracking and must give the city access to the real-
16 time geo-tracking feed.

17 **3-1.2413 Examination of Books, Records, Witnesses.**

- 18 A. The City shall be provided access to any and all financial information at
19 any time, as needed.
- 20 B. The City is authorized to examine the books, papers, tax returns and
21 records of any permittee for the purpose of verifying the accuracy of any
22 information provided.
- 23 C. The Police Department is authorized to review the security video
24 maintained by the medical marijuana business.
- 25 D. The City is authorized to examine a person under oath, for the purpose
26 of verifying the accuracy of any information provide.
- 27 E. Every permittee is directed and required to furnish to the City the means,
28 facilities and opportunity for making such financial examinations and
investigations.
- F. Any permittee refusal to comply with this Section shall be deemed a
violation of this Article.

3-1.2414 Liability and Indemnification.

- A. To the fullest extent permitted by law, any actions taken by a public
officer or employee under the provisions of this Article shall not become
a personal liability of any public officer or employee of the City.
- B. The permittees under this Article hereby agree to save, defend,
indemnify and keep harmless the City and its officials, officers,

1 employees, representatives, agents and volunteers from all actions,
2 claims, demands, litigation, or proceedings, including those for
3 attorneys' fees, against the City in consequence of the granting of this
4 permit, and will in all things strictly comply with the conditions under
5 which this permit is granted, if any.

6 **3-1.2415 Prohibited Operations.**

- 7 A. All medical marijuana businesses that do not have a Permit under this
8 Article are expressly prohibited. All medical marijuana businesses in
9 violation of California Health and Safety Code Section 11326.7 et seq.
10 and 11362.5 and this Article are expressly prohibited. It is unlawful for
11 any medical marijuana business in the City, or any agent, employee or
12 representative of such business, to permit any breach of peace therein
13 or any disturbance of public order or decorum by any tumultuous, riotous
14 or disorderly conduct on the premises of the dispensary.
- 15 B. No use which purports to have delivered, cultivated or distributed
16 marijuana prior to the enactment of this chapter shall be deemed to
17 have been a legally established use under the provisions of the
18 Huntington Park Zoning Code, this Article, or any other local ordinance,
19 rule or regulation, and such use shall not be entitled to claim legal
20 nonconforming status.

21 **3-1.2416 Violations and Enforcement.**

- 22 A. Cure period. In the event the permittee has violated any provisions, rules
23 or regulations of this Article or has violated or permitted the infraction of
24 any law of the State or the City, the permittee shall be provided notice
25 and given twenty (20) days to cure the violation before any penalties
26 begin to accrue. The 20 day cure period shall not apply to any medical
27 marijuana business operating within the City of Huntington Park without
28 a valid Permit, or any business that is required to have a Permit under
this Article that is delivering medical marijuana and/or medical
marijuana-infused products within the City of Huntington Park without a
valid Permit and penalties shall begin to accrue immediately.
- B. Violations. After the cure period, each and every violation of this Article
shall constitute a separate violation and shall be subject to all remedies
and enforcement measures authorized by this Code and the State of
California.
- C. Penalties. Any person guilty of a misdemeanor pursuant to the
provisions of this Article shall be punishable as set forth in Chapter 2 of
Title 1 of this Code.
- D. Public nuisances. In addition to the penalties provided for violations, any
condition caused or permitted to exist in violation of any of the provisions
of this Article after the cure period shall be deemed a public nuisance

1 and may be summarily abated as such by the City, and each day such
2 violation continues shall be regarded as a new and separate offense.

3 **SECTION 5.** The City Council finds and determines that the adoption of this
4 Ordinance is exempt from CEQA under Sections 15061(b)(3) (common sense
exemption) of the State CEQA Guidelines.

5 **SECTION 6.** If any section, subsection, subdivision, sentence, clause, phrase
6 or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by
7 the decision of any court of competent jurisdiction, such decision shall not affect the
8 validity of the remaining portions of this Ordinance. The City Council hereby declares
9 that it would have adopted this Ordinance and each section, subsection, subdivision,
sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or
more sections, subsections, subdivisions, sentences, clauses, phrases, or portions
thereof be declared invalid or unconstitutional.

10 **SECTION 7.** Any amendment to any section, subsection, subdivision,
11 sentence, clause, phrase or portion of Article 19 of Title 4, Chapter 7 of the
12 Huntington Park Municipal Code or Article 24 of Title 3, Chapter 1 of the Huntington
13 Park Municipal Code requires a four-fifths (4/5) vote of the Huntington Park City
Council.

14 **SECTION 8.** This Ordinance shall take effect thirty (30) days after its final
15 passage by the City Council.

16 **SECTION 9.** The City Clerk shall certify to the adoption of this Ordinance and
17 cause the same to be published in the manner prescribed by law.

18 **PASSED, APPROVED and ADOPTED** this 20th day of December, 2016.

19
20 
21 Graciela Ortiz, Mayor

22 ATTEST:

23
24 
25 Donna G. Schwartz, CMC
26 City Clerk
27
28

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

I, Eduardo Sarmiento City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Ordinance No. 2022-XXX was introduced on November 15, 2022, and duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 15th day of November, 2022, by the following vote, to wit:

AYES: Council Member(s):

NOES: Council Member(s):

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Seal of the City of
Huntington Park, this 15^t day of November 2022.

ITEM NO. 16



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 15, 2022

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

Honorable Mayor and Members of the City Council:

CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK, ENVIRONMENTAL JUSTICE ELEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a Public Hearing and receive public testimony; and
2. Adopt Resolution No.2022-39 adding the Environmental Justice Element to the City of Huntington Park General Plan
3. Find that the Environmental Justice Element exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) – Common sense Exemption.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

California law requires Cities and Counties to prepare and adopt a Housing Element as part of its General Plan. In addition, State laws require the adoption of an Environmental Justice Element and yet a third element (Safety Element) when two or more elements are being updated. The Safety Element is currently being worked on and will return to City Council next year. The Housing Element has been prepared in a draft format and has been submitted to HCD for review. The Environmental Justice element has been developed over the course of the last eight months culminating in a plan being presented to City Council.

California defines “environmental justice” as “the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins with respect to the development, adoption, implementation, and enforcement of environmental laws,

CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK, ENVIRONMENTAL JUSTICE ELEMENT

November 15, 2022

Page 2 of 4

policies, and regulations (Government Code section 65040.12). Environmental Justice include the following:

- Availability of a healthy environment for all people;
- Deterrence, reduction and elimination of pollution burdens for populations and communities experiencing the adverse effects of the pollution, so that the effects of the pollution are not disproportionately borne by those populations and communities;
- Implementing technical assistance to populations and communities most impacted by pollution to promote their meaningful participation in all phases of the environmental and land use decision making process; and
- The meaningful consideration of recommendations from populations and communities most impacted by pollution into environmental and land use decisions

Disadvantaged communities are based on geographic, socioeconomic, public health, and environmental hazard criteria. The California Environmental Protection Agency uses CalEnviroScreen to identify disadvantaged communities throughout California. Based upon this screening, nearly all of Huntington Park falls with those aforementioned criteria. The draft Environmental Justice Element includes goals and policies related to ensuring environmental justice in the City.

The City is committed to ensuring that decisions related to environmental laws, regulations and policies are made in an equitable manner and take into consideration the health and well-being of the most vulnerable populations. Issues identified in the element include but not limited to:

- Meaningful public participation and engagement
- Land use and pollution exposure
- Creating active and passive green spaces
- Public facilities
- Food equity
- Healthy and affordable housing
- Emergency response

The proposed Environmental Justice Element adds new policy to the General Plan focused on improving public health and the environment within disadvantaged neighborhoods. Many of the new policies are from existing policies or practices that focused on environmental justice. However, there are also new policies created to fully meet State requirements and address community concerns derived from public input during the process as it related to environmental justice. Staff review of the document has determined that new environmental justice policies do not conflict with existing goals of the general plan.

Public participation in the development of the Environmental Justice Element was robust. Public meetings were held throughout the development of the EJ Element. These included in person meetings as well as virtual meetings. An environmental justice committee was also formed and met monthly to discuss the plan during its formation to

CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK, ENVIRONMENTAL JUSTICE ELEMENT

November 15, 2022

Page 3 of 4

solicit input and feedback. The draft plan was posted on the City's website for a minimum of 35 days. In addition, during that time, the EJ Element was translated to Spanish and that time frame was extended for an additional 35 days. The final plan was posted on the City's website and the plan was updated as additional feedback was received. During the development of the EJ plan tens of thousands of emails and text messages were sent out via the City's contact list soliciting participation in meetings. In addition, flyers promoting events were handed out to community organizations, schools, service organizations and businesses. Postings were made on the City's website, electronic message boards and mobile message boards.

FISCAL IMPACT/FINANCING

The adoption of the Environmental Justice element includes many goals and objectives to implement. A work plan will be developed as part of the EJ Element. Projects and or programs will return to City Council via the operating budget. In addition, as new projects and programs are formed, funding sources will be identified and return to City Council for authorization.

CONCLUSION

Staff recommends the City Council:

1. Approve Resolution No. 2022-39 and;
2. Find that the Environmental Justice Element is exempt from CEQA pursuant to State CEQA Guidelines section 15061(b)(3)

Respectfully submitted,



Ricardo Reyes
City Manager



Steve Forster
Interim Community Development Director

**CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK,
ENVIRONMENTAL JUSTICE ELEMENT**

November 15, 2022

Page 4 of 4

Attachment "A" Environmental Justice Element
Attachment "B" CEQA Exemption Memo
Attachment - Resolution 2022-39
Attachment - Presentation

ATTACHMENT "A"

CITY OF HUNTINGTON PARK ENVIRONMENTAL JUSTICE ELEMENT

A. INTRODUCTION

Scope of Environmental Justice Element

The Environmental Justice Element contains a comprehensive set of goals and policies aimed at increasing the role and influence of historically marginalized populations and reducing their exposure to environmental and health hazards. The Element begins with regulatory background, which includes a discussion of environmental justice principles and methodology for identifying environmental justice communities (called “disadvantaged communities”). Following the background, the Element summarizes baseline environmental conditions within Huntington Park’s environmental justice communities through the lens of pollution exposure, safe and sanitary homes, physical activity and health, food access, and public facilities. To establish an understanding of baseline conditions, a detailed technical assessment was performed. This technical assessment can be found in Appendix A of this document. The Element concludes by translating the findings of the environmental justice analysis into actionable goals, policies and programs. The goals, policies, and programs describe how the City of Huntington Park will incorporate environmental justice into decision making and support positive outcomes for affected residents.

Key Definitions

Environmental Justice – The fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies (Gov. Code § 65040.12(e)).

Disadvantaged Community – An area identified by the California Environmental Protection Agency Pursuant to Section 39711 of the Health and Safety Code OR a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation (Gov. Code § 65302(h)(4)(A)).

Diesel Particulate Matter (DPM) – A component of diesel exhaust (DE) that includes soot particles made up primarily of carbon, ash, metallic abrasion particles, sulfates, and silicates.

Particulate Matter 2.5 (PM_{2.5}) – An air pollutant particle mixture that can include organic chemicals, dust, soot, and metals. These particles can come from cars and trucks, factories, wood burning, and other activities.

Public Participation

The environmental justice context in this Element was developed utilizing a range of community engagement activities, including an environmental justice community survey, a local stakeholder advisory board, and two community workshops. The information within this report was supplemented and reviewed through the various community engagement efforts to ensure that the analysis was consistent with community understanding and that details gathered through public input were incorporated.

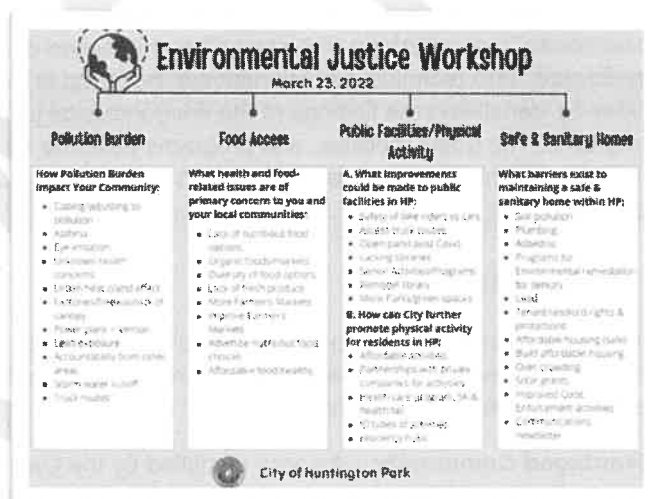
Community Survey

The Environmental Justice Community Survey was posted on the City's webpage starting on January 12, 2022. The survey was provided in both English and Spanish to ensure language isolation was accounted for. The survey remained active for over 5 months and was taken to all in-person public meetings to gather broad feedback.

Community Workshops

The first environmental justice community workshop was held in a hybrid virtual/in-person setting on January 26, 2022. During the workshop, the community was introduced to the concept of environmental justice and the process of developing the Environmental Justice Element. City Staff and consultants presented the community with a map of Disadvantaged Communities in the planning area and held a discussion session to identify collective priorities and solicit feedback to identify focus areas for the technical analysis.

The hybrid virtual meeting was hosted over the Zoom video platform and broadcasted on the City's official Facebook page, where the meeting was recorded and posted permanently to reach a broader audience. The meeting was also available to attend, in-person at a City-run facility, where the virtual presentation was broadcasted live, and Staff acted to facilitate comments and questions. To accommodate Spanish-speaking community members, live Spanish-translation was provided, and Spanish-language questions and comments were translated in real-time.



The second environmental justice community workshop was held in-person on March 23rd, 2022. City Staff and consultants presented the community with key findings from the environmental justice technical report to gather feedback regarding the on-going analysis. Staff and consultants hosted a discussion session that outlined the key findings and solicited additional thoughts on community priorities and concerns given the technical context.

Environmental Justice Advisory Committee

The Environmental Justice Advisory Committee was established during the planning process to assist in providing focused input during the development of the Element. The Committee consisted of 15 carefully selected members that represented key stakeholders within the Huntington Park community. Members included representatives from the City, small business owners, various resident representatives, and representatives from a range of non-profit organizations within the community (TreePeople, Southeast Los Angeles Collaborative, East Yard Communities for Environmental Justice). The Advisory Committee was scheduled to meet five times over the Element planning process, including a meeting to review the findings of the Environmental Justice Technical report and a meeting to provide feedback on the Draft Environmental Justice Element.

Environmental Justice Background

Historically, negative environmental impacts have been shown to disproportionately affect marginalized populations, including racial, ethnic, and socioeconomic minorities. As a result, disproportionately affected populations can face a range of environmental impacts including increased exposure to air pollutants, unsafe drinking water, and contaminated facilities/structures, while also having relatively limited access to public resources. The environmental impacts that impact disproportionately marginalized populations (low-income communities, racial/ethnic minorities, etc.) are often compounding and result in a negative feedback loop that can perpetuate existing issues.

Environmental Justice is a concept focused on addressing the systemic determinants of the unequal environmental burden placed on disadvantaged communities, especially minority and low-income populations. Efforts towards environmental justice have aimed to improve the status of disadvantaged communities through effective planning and policy decisions. In California, the Planning for Healthy Communities Act of 2016 (Senate Bill 1000) was established to address the role of environmental justice in local and regional planning practice.

Formally, California law defines “environmental justice” as the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies (Government Code Section 65040.12, subd. (e)). Through Senate Bill 1000, jurisdictions are now required to identify environmental justice communities (called “disadvantaged communities”) within their planning area and incorporate environmental justice into their general plans.

The City of Huntington Park is committed to promoting environmental justice within its jurisdiction through the effective implementation of this Environmental Justice Element. The goals and policies in this plan are centered around six key focus areas. These focus areas represent the range of environmental factors that may influence a person's health status, they are referred to as the environmental determinants of health (California Government Code Section 65302) The environmental determinants of health include:

- Pollution Exposure and Air Quality
- Public Facilities
- Safe and Sanitary Homes
- Physical Activity and Public Health
- Food Access
- Civic and Community Engagement

Environmental Justice Communities

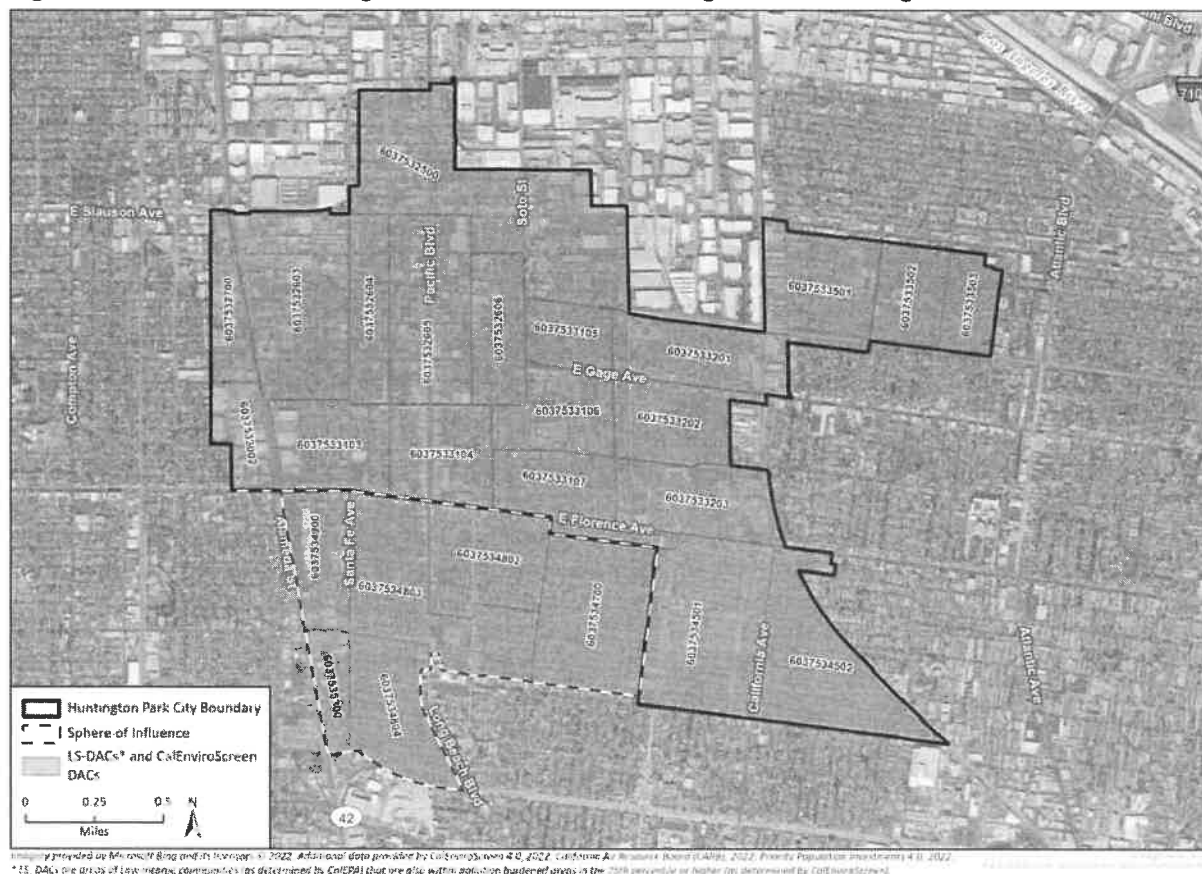
California legislation defines a “disadvantaged communities” as an area identified by the California Environmental Protection Agency (CalEPA) pursuant to Section 39711 of the Health and Safety Code or an area that is a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation

CalEPA has designated disadvantaged communities across California within its CalEnviroScreen 4.0 tool. The CalEnviroScreen 4.0 tool identifies disadvantaged census tracts in the state and ranks these tracts based on various pollution and population indicators. This tool was utilized as a baseline for identifying disadvantaged communities in Huntington Park. In addition to the CalEPA designated disadvantaged communities, a local analysis was performed to identify low-income areas disproportionately affected by environmental pollution and other hazards. Disadvantaged Communities in Huntington Park are those census tracts that meet the qualifications for one or both methodologies described above. For more

information on the methodologies used to identify Disadvantaged Communities in Huntington Park, see *Appendix A* of this document.

All of the twenty-six census tracts in Huntington Park have been identified as Disadvantaged Communities. While some cities may be home to small pockets of disadvantaged communities that are disproportionately burdened by environmental and population impacts, Huntington Park has a particularly high level of pollution burdened and low-income residents across the entirety of its jurisdiction. The figure below depicts all Disadvantaged Communities in the City's planning area.

Figure 1 Identified Disadvantaged Communities in the Huntington Park Planning Area



The prevalence of Disadvantaged Communities across the city is largely attributed to the extent of air pollution across the jurisdiction, as well as the lower-income demographics that characterize much of the community. Huntington Park is burdened with Particulate Matter pollution (PM 2.5 and Diesel Particulate Matter) and Toxic Release pollution (from facilities) across its geography, which may contribute to poorer health outcomes across the various lower-income populations within its boundaries.

The environmental conditions and socio-economic makeup of Huntington Park have a strong connection to the city's rich history as a streetcar suburb for industrial workers in the early 1900s. The Los Angeles Gateway region, of which Huntington Park is an integral part of, was largely developed amid a boom in manufacturing that focused Los Angeles County's industrial production in areas southeast of Downtown Los Angeles. Huntington Park and surrounding cities became home to much of the County's industry sector, as well as a home to those working-class industry workers that serviced this economy. The pollution context in Huntington Park is largely shaped by this historic context.

The air pollutants that impact Huntington Park's community are regional issues that permeate the vast number of cities southeast of Downtown Los Angeles. The historic working-class populations in Huntington Park may be disproportionately burdened by these regional pollution issues due to the lack of resource access that is often associated with low-income populations. Because the environmental and population impacts on Disadvantaged Communities are often compounding, the City of Huntington Park is committed to addressing Environmental Justice with a comprehensive and holistic approach. A detailed summary of the environmental impacts across the city is included in *Section B*, below.

B. ENVIRONMENTAL JUSTICE CONTEXT IN HUNTINGTON PARK

The following is a summary of the baseline conditions for environmental justice in Huntington Park. This summary is based on the findings of the *Environmental Justice Technical Report*, which can be found in *Appendix A* of this document.

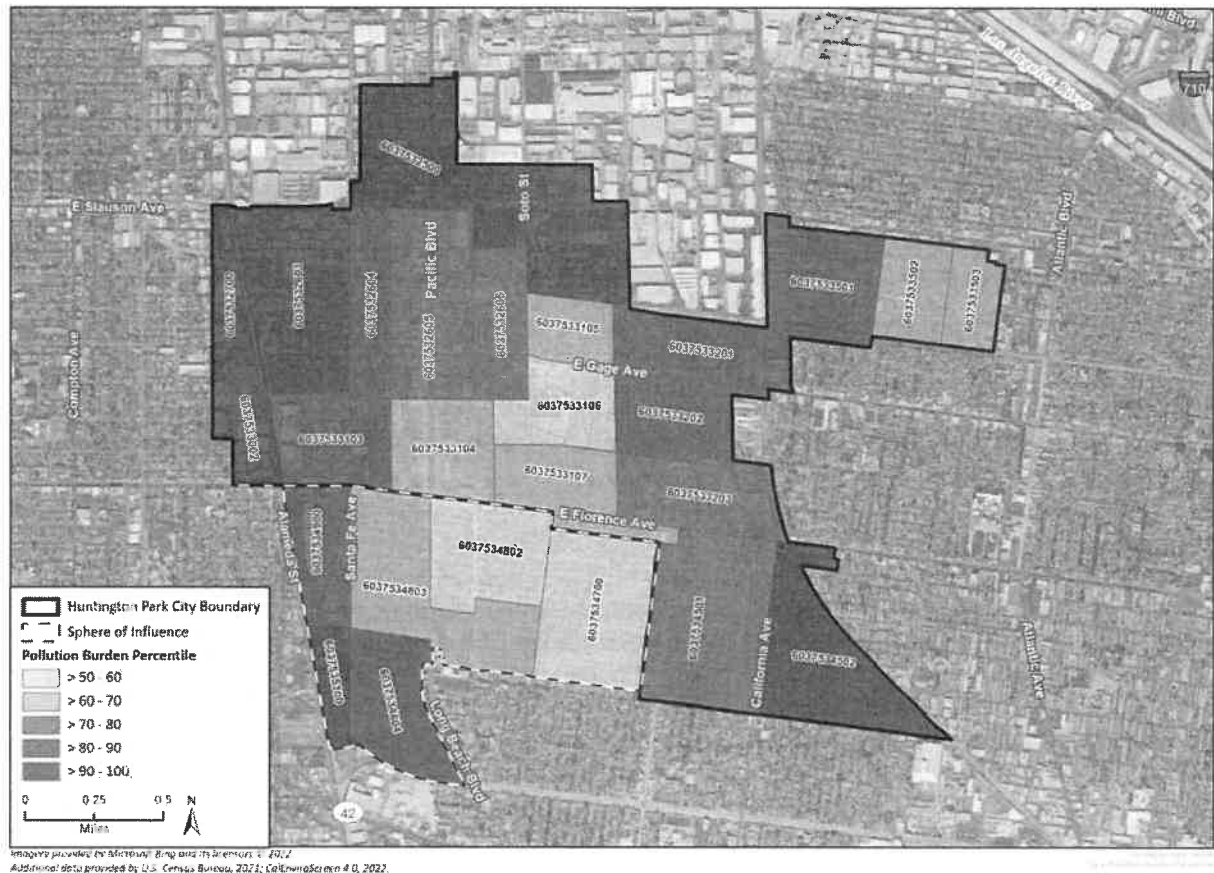
Pollution Burden

Pollution exposure can lead to various adverse health outcomes, including an increased risk of respiratory infections, heart disease, and other cardiovascular illnesses. Understanding the pollution context within a city is important to understanding a community's unique health and safety needs. All of the census tracts in Huntington Park are associated with elevated levels of Particulate Matter (PM 2.5), Diesel Particulate Matter (DPM), Toxic Releases, and Lead in Housing. Three of the four elevated pollutant-types prevalent cross Huntington Park are forms of air pollution. Air pollution is the primary type of pollution exposure within California.

The California Air Resources Board (CARB) is responsible for establishing air quality standards and assessing regional attainment of these standards. CARB has distinguished geographic areas of California by subregion, known as "air basins", to allow for regional assessment and enforcement. Huntington Park is located in the South Coast Air Basin, which includes all of Los Angeles County. Los Angeles County has a state designation of nonattainment for ozone and particulate matter (PM10 and PM), indicating that the County did not meet the state standards for those air pollutant types. As a jurisdiction within Los Angeles County, Huntington Park is impacted by the regional air pollution within the County.

Pollution exposure may disproportionately impact some geographic areas more than others. Pollution Burdened areas are those areas that are disproportionately affected by environmental pollution and other hazards that can lead to negative public health effects or environmental degradation. The CalEnviroScreen 4.0 tool utilizes a Pollution Burden metric to understand pollution exposure across California relative to other California census tracts. The CalEnviroScreen 4.0 tool indicates that a majority of census tracts in the planning area have elevated Pollution Burden scores. Elevated Pollution Burden scores indicate that Huntington Park census tracts have significant exposure to environmental pollution relative to the State average. The location of sensitive receptors adjacent to industrial land uses and along major inter-city highways can contribute to elevated levels of pollution. In Huntington Park, higher pollution burden scores were concentrated along the peripheries of the planning area. The presence of industrial land uses and inter-city highways along the city's peripheries may be a key factor in the elevated pollution burden scores for communities within these areas.

Figure 2 Pollution Burden in Huntington Park (CalEnviroScreen 4.0)



Public Facilities

According to the CalEPA, access to public facilities is an environmental determinant of health outcomes. Under State law “public facilities” include, but are not limited to, public improvements, services, and community amenities (Government Code Section 65302(h)(1)(A)). These facilities include cultural centers, streets and roads, government buildings, schools, public transit, and public open space. Low-income and minority communities have historically had fewer public investments in their neighborhood and less access to critical public resources (OEHHA 2017). To promote environmental justice in Huntington Park, it is necessary to understand the context of public facility accessibility across the planning area.

Parks, Schools, and Cultural Centers

The availability of greenspace (parks, fields, open space) in proximity to housing can create opportunity for physical activity and social interaction (WHO 2016). Both physical activity and social interaction have been linked to improved health outcomes. Similarly, public schools and cultural centers provide opportunities for recreation and community engagement that are necessary to supplement the mental and physical health of residents.

The City of Huntington Park is home to 11 public schools, including two high schools, two middle schools, and seven elementary schools. All public schools within the city are operated under the Los Angeles Unified School District. These schools are dispersed evenly across the 3.003 square miles of land that

encompass the jurisdiction, allowing for access within a ½ mile distance for a majority of residents. Despite the proximal location of schools in the city, inadequate street infrastructure (bikeways, pedestrian-friendly sidewalks) can contribute to an access issue for many residents.

Because Huntington Park is a heavily urbanized city, there is limited available land left undeveloped within the planning area. Due to this development context, there are existing barriers to the creation of parks and open space to serve the population. The City of Huntington Park provides residents with approximately 31 acres of total park space. However, 13 percent of residents live further than a half mile away from a park and approximately 96 percent of residents live in areas with less than three acres of parks or open space per 1,000 residents. For these reasons, all but two census tracts in Huntington Park are considered "critically underserved" according to the California Statewide Park Program.

Figure 3 Park Access in Huntington Park



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 Additional data provided by U.S. Census Bureau, 2011. California Department of Parks and Recreation, Park Access Tool, 2020

Transportation and Mobility

Transportation helps to connect people with basic needs such as grocery stores, access to work, parks, and other essential locations. Accessible and varied modes of transportation help to increase resource accessibility by ensuring residents without automobile access can maintain mobility (WHO 2016). A critical form of accessible transportation is public transit.

Huntington Park is served by two different public transit providers: the City of Huntington Park and the Los Angeles County Metropolitan Transportation Authority (LA Metro). LA Metro operates the regional bus lines that pass through the city across 11 bus lines and an extensive network of bus stops. The City

operates two local bus lines and a dial-a-ride service for Huntington Park residents through the HP Express local transit bus. There are 43 existing HP Express bus stops across the city, with bus stop locations in all city census tracts.

Food Access

Access to healthy food is a key determinant of positive health outcomes and quality of life. Historically, low-income communities have been disproportionately impacted by lack of food access. This inability to access nutritious food has been associated with, among several factors, lack of transportation resources, and a lack of local affordable and nutritious food sources (USDA 2019). Food access can be measured by food insecurity and the presence of food deserts.

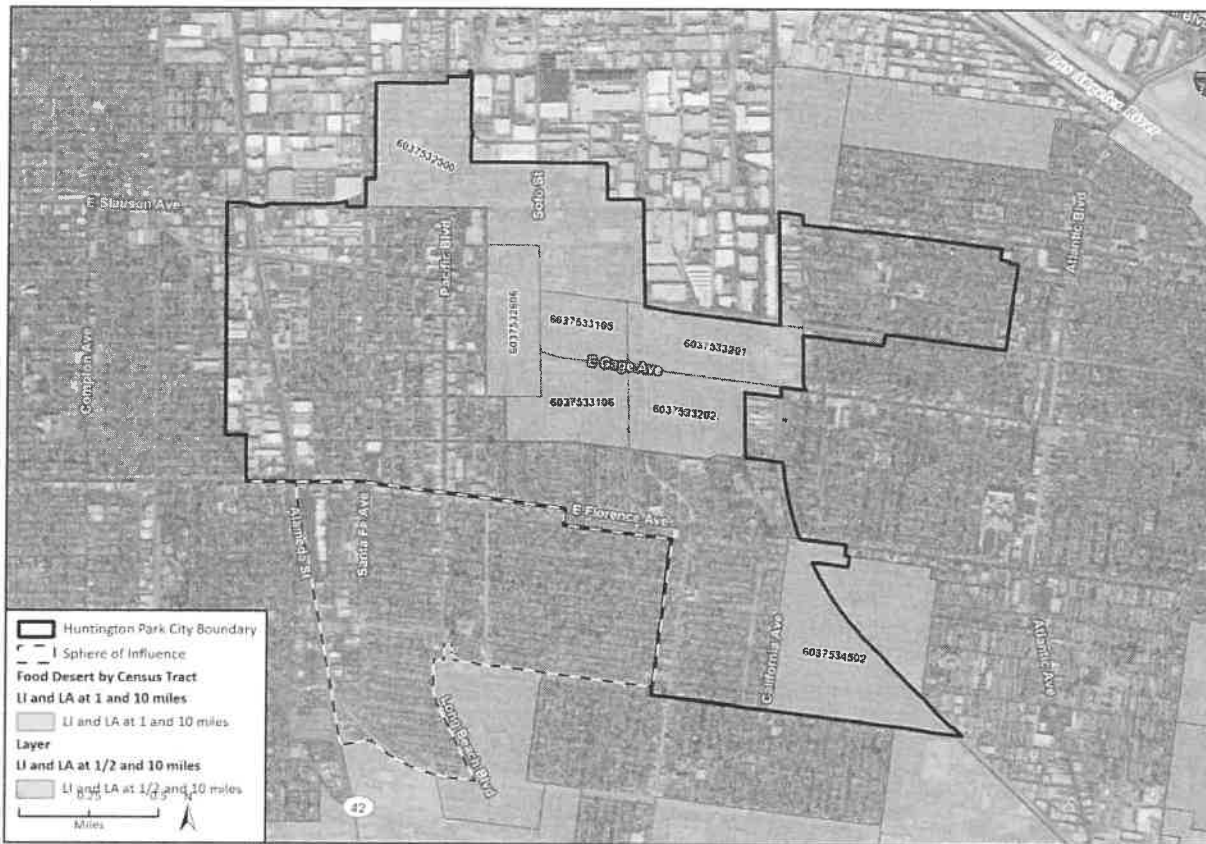
Food Insecurity

The U.S. Department of Agriculture defines food insecurity as a lack of consistent access to enough food for an active, healthy life. It is a measure of a population's ability to afford nutritious and health-sustaining food. The most recent data on food insecurity in Huntington Park is from the year 2015. The Los Angeles County Department of Public Health reported a food insecurity rate in Huntington Park of approximately 25 percent for the year 2015 (LADPH 2018). This City statistic is more than double the County and Statewide statistic for the same measure and indicates that food insecurity among the population of Huntington Park is a significant issue. This issue is prevalent within the Huntington Park community due largely to the prevalence of low-income populations within the city. Low-income communities often face a reduced ability to afford adequate food supply due to limited financial resources.

Food Deserts

Limited access to supermarkets, grocery stores, farmers' markets, and other sources of healthy and affordable food may make it harder for some residents to eat a healthy diet. Food deserts are areas in which it is difficult to access affordable or good-quality fresh food. The USDA maintains a Food Access Research Atlas that identifies food deserts by census tract within the United States. The USDA defines the food desert classification as low-income census tracts with a substantial number or share of residents with low levels of access to retail outlets selling healthy and affordable foods (USDA 2011). There are no identified food deserts within the Huntington Park planning area. However, there are several communities that are classified as Low-income and Low-access (to healthy food) at an impaired access distance of more than 0.5 miles from the nearest supermarket or grocery store. These communities are primarily located in the central portion of Huntington Park.

Figure 4 Food Deserts in Huntington Park



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 Additional data provided by U.S. Census Bureau. 2021, California Street 4.0, 2022, Food Access Resistant Atlas 4.0, 2021

Existing Programs and Assistance

The high rate of food insecurity coupled with the lack of food deserts in the Huntington Park planning area indicate that food access issues in the city are largely a result of income-related resource restrictions. Public benefit programs such as food banks, food pantries, and free community gardens can serve to address food access concerns as a result of income-related food insecurity. The only existing food bank in Huntington Park is operated by the Southeast Church Services Center. The City operates a senior citizen drive-up food pantry to address food access for residents ages 60 and up. There are currently no free community gardens within the city. Expanding free and affordable food services in Huntington Park can serve to address existing food access issues.

Safe and Sanitary Homes

Poor housing conditions such as poor ventilation and substandard building materials and quality can result in detrimental health environments, including environments with mold exposure, exposure to asbestos, and exposure to extreme climate variations (WHO 2016). In addition, landlord neglect and overcrowding in housing can exacerbate poor housing conditions and result in impacted health outcomes. Substandard housing conditions, housing cost burden, overcrowding, and affordability are discussed in detail in the General Plan Housing Element. Housing Element policies and programs address substandard housing conditions, the preservation of the existing housing stock, and the development of new housing.

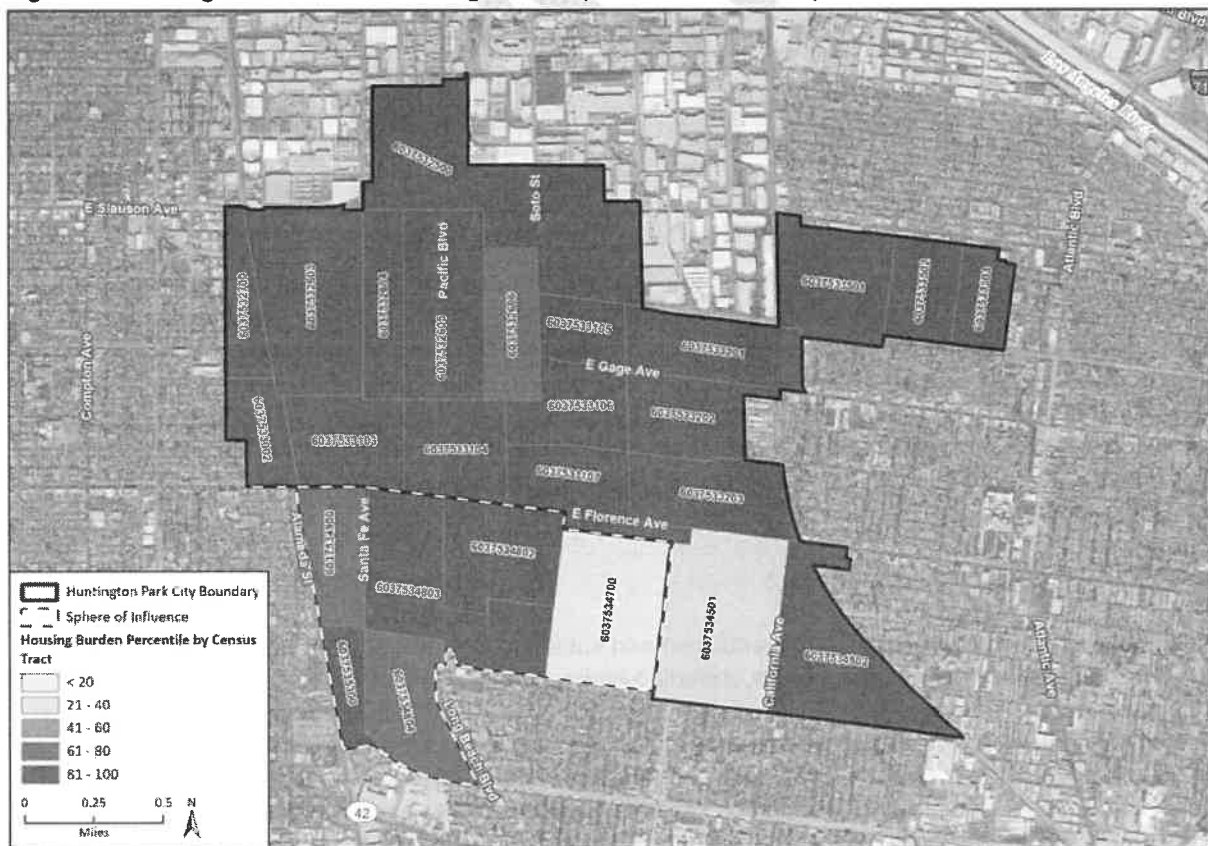
Age of Housing Stock

The age of housing stock can contribute to unsafe living conditions for populations that reside within this housing. Like any other tangible asset, housing is subject to gradual physical or technological deterioration over time. In addition, older homes were often built using harmful home construction materials, some of which are now associated with increased risk of disease. According to 2020 ACS 5-year estimates, approximately 44 percent of Huntington Park's housing stock was built before the year 1950. The aging housing stock in the city may require maintenance, upgrades and retrofitting to improve the safety of living conditions within.

Housing Cost Burden

Low-income communities with limited opportunity to remove themselves from unsafe conditions may be forced to bear the health burden associated with an unsafe home. Households with lower incomes may spend a larger proportion of their income on housing and may suffer from housing-induced poverty, which can lead to adverse health effects. According to the U.S. Department of Housing and Urban Development (HUD), households spending a minimum of 30 percent of their total gross income on housing costs are considered cost burdened, whereas households spending over 50 percent on housing costs are considered severely cost burdened. According to the CalEnviroScreen 4.0 tool, a majority of census tracts within the Huntington Park planning area scored above the 75th percentile for housing burden relative to all other California census tracts.

Figure 5 Housing Cost Burden in Huntington Park (CalEnviroScreen 4.0)



Overcrowding

The U.S. Department of Housing and Urban Development (HUD) defines an overcrowded unit as one occupied by 1.01 persons or more per room (excluding bathrooms and kitchens) (HUD 2007). According to the 2020 ACS 5-Year Estimates, 34 percent of all occupied housing units in Huntington Park were considered overcrowded. This measure is significantly higher than the same measure for Los Angeles County (11 percent) and higher than the average for cities adjacent to Huntington Park. In Huntington Park, Overcrowding is more prevalent among renter-occupied units in the city, which make up 73 percent of all occupied housing units.

Physical Activity and Health

Physical activity is an important contributor of health outcomes. The environmental context within a community can serve to promote or discourage levels of physical activity for residents. Communities with adequate access to open space, nutritious food, and multimodal transportation are more hospitable to physical activity and are therefore more likely to have better health outcomes. Recreation facilities and health programs available through the city can contribute to increased physical activity and improved health outcomes.

Physical Fitness

According to statistics from the Los Angeles County Health Survey and the Los Angeles County Department of Public Health, the percentage of adults (18 years and older) who met recommended guidelines for physical activity in Huntington Park (28 percent) was significantly lower than Los Angeles County (48 percent). The Huntington Park Department of Parks and Recreation provides programs and facilities to support physical fitness in the community that can be expanded to bolster physical activity beyond existing levels.

Notable Health Demographics

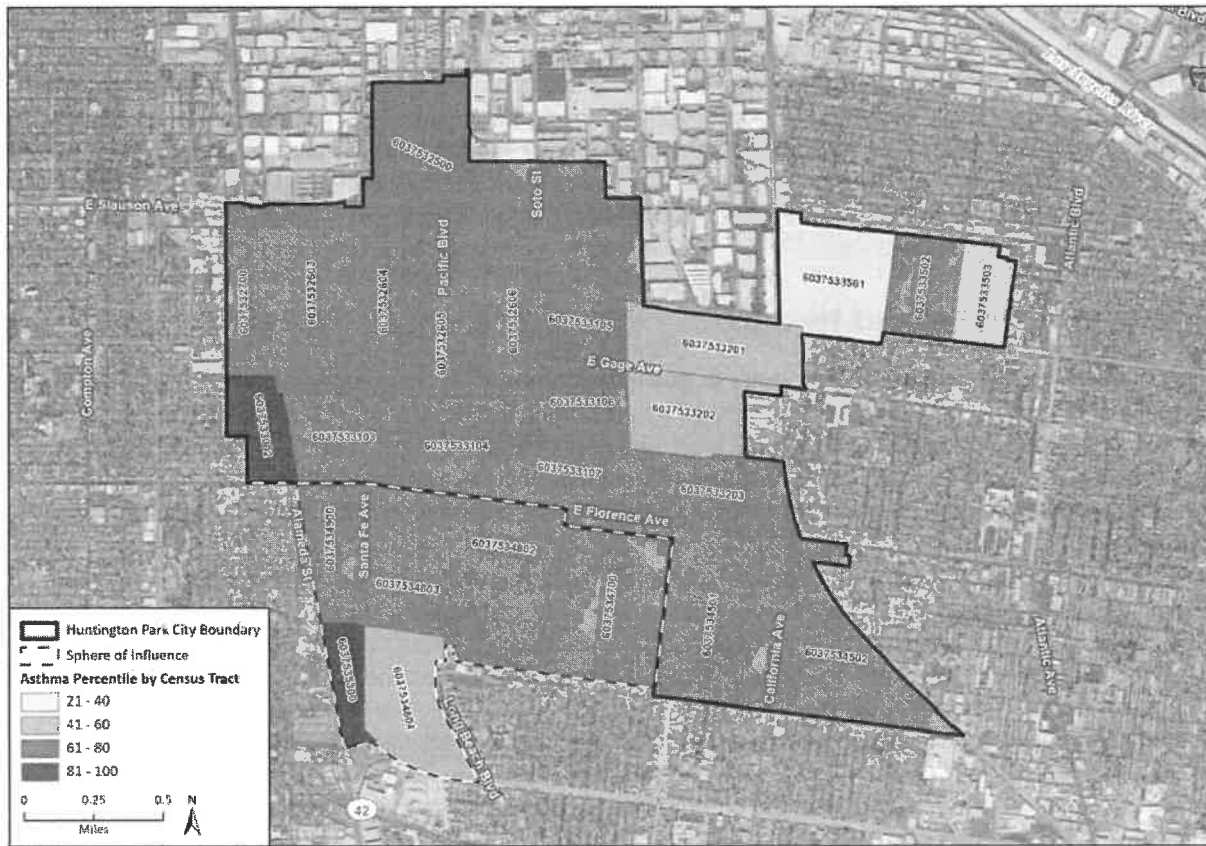
- **Cardiovascular Disease**

According to the CalEnviroScreen 4.0 tool, the rate of cardiovascular disease (measured by the number of heart attacks per 10,000 people) does not vary significantly across census tracts in Huntington Park. A vast majority of census tracts within Huntington Park have a significantly high percentile score for cardiovascular disease (75th percentile +). This indicates that the identified heart attack ratio across census tracts in Huntington Park is consistently higher than 75 percent of census tracts in California.

- **Asthma**

The rate of asthma emergency room visits in the Huntington Park planning area varies significantly by census tract. According to the CalEnviroScreen 4.0 tool, a majority of census tracts in the planning area have an asthma percentile rate within the 60th to 70th percentile relative to all California census tracts. Census tracts located in the northeastern portion of the city have a notably lower percentile score for asthma compared to the broader city. Census tracts in Huntington Park's southwestern planning area scored the highest of all census tracts in the city, with three census tracts scoring above the 75th percentile.

Figure 6 Asthma Emergency Room Visit Rate (CalEnviroScreen 4.0)



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 Additional data provided by U.S. Census Bureau 2022, CalEnviroScreen 4.0, 2022

Civic Engagement and Demographics

Equitable planning for a community involves a comprehensive approach to community engagement that enables all residents to participate in the local decision-making process. State legislation affirms that public agencies should develop future community engagement programs in a manner that strategically involves disadvantaged communities and other protected classes. By involving and engaging disadvantaged communities in decision-making processes, policymakers can effectively meet the needs of all residents within their jurisdiction.

Disadvantaged communities often have culturally or demographically specific needs that must be considered within local outreach strategy to ensure community success. These needs include, but are not limited to, language requirements, location requirements, and timing requirements. Public agencies are encouraged by the State of California to accommodate the needs of all subgroups within their local community as a strategy for creating an equitable and environmentally just document. According to the U.S. Census Bureau ACS 5-year Estimates for 2020, approximately 46 percent of the Huntington Park population is foreign-born, of which 98 percent were born in Latin America. The Latin American Foreign-Born community characterizes a distinct demographic context for the city, that must be taken into consideration when developing outreach strategies for community engagement.

One major barrier to civic engagement in Huntington Park is linguistic isolation. Linguistically isolated households are those where no person over the age of 14 speaks English proficiently. According to the

CalEnviroScreen 4.0 tool, all census tracts in Huntington Park have significantly high scores (75th percentile and above) of linguistic isolation.

Across the city, the primary language spoken besides English is Spanish. Numerous census tracts within the planning area also have significant portions of the population who speak Chinese and Tagalog. Integrating the local language context into community engagement strategies may support equitable and comprehensive planning processes within Huntington Park.

C. GOALS AND POLICIES

The following goals and policies were created to promote environmental justice in the city of Huntington Park by addressing the unique needs of disadvantaged communities in the planning area. The policies outlined below serve to apply a refined environmental justice lens to supplement the existing General Plan elements, which contain more focused policies relevant to individual topic areas (Housing Element, Safety Element, Land Use Element, Circulation Element).

1. POLLUTION AND AIR QUALITY

GOAL 1.0

Protect the Huntington Park community from the harmful effects of pollution exposure.

POLICY

- Policy 1.1. Reduce Particulate Matter (Diesel PM and PM 2.5) pollution for sensitive land uses by establishing roadway-adjacent pollution mitigation strategies (green walls, vegetative barriers, etc.) in locations where a major local roadway interfaces with a sensitive land use by the year 2024.**
- **Program 1.1.1:** Establish vegetative barriers or green wall barriers in the following locations to protect sensitive land uses from pollution impacts by the year 2024: Salt Lake Avenue, Florence Avenue, Randolph Street, Gage Avenue, Miles Avenue.
- Policy 1.2. Reduce the impacts of particulate matter and toxic release air pollution on sensitive receptors in the city by establishing an Air Filtration Support program that provides funding and support for low-income and disabled residents to install indoor air filtration improvements.**
- **Program 1.2.1:** By the end of 2025, the Community Development Department shall establish an Air Filtration Grant as part of the future Safe-at-Home Grant Program, to provide low-income residents with access to in-home HEPA air filters at little-to-no-cost.
- Policy 1.3. Protect residents from air pollution impacts by raising awareness and providing information to residents about the health consequences of poor air quality and potential strategies for personal adaptation.**

- **Program 1.3.1:** Publish daily air quality updates using the Air Quality Index on the City's webpage and highlight days when air quality is notably critical.
- **Program 1.3.2:** By Fall 2023, establish a page on the City's webpage dedicated to the air quality context in Huntington Park, including local resources for adaptation.

Policy 1.4. Increase urban greening across the city, prioritizing plans for areas where major roadways are located adjacent to sensitive land uses (parks, residential, schools).

- **Program 1.4.1:** By 2024, develop an urban greening task force consisting of City staff from the Community Development Department and Public Works Department to lead the development of an urban greening plan for the City of Huntington Park, including the identification and prioritization of greening projects and potential funding sources such as the California Natural Resources Agency Urban Greening grant.
- **Program 1.4.2:** Partner with local environmental advocacy organizations by 2024 to develop a focused tree-planting initiative in Huntington Park, with the goal of increasing the tree canopy across the city using appropriate species.

Policy 1.5. Replace City vehicles with zero or low-emissions vehicles, when feasible, for non-commercial and public safety uses in order to work toward a low-emissions City target by 2030.

- **Program 1.5.1:** Develop a low-emissions fleet vehicle plan by the year 2026, with a goal of reducing City vehicle emissions and identifying funding resources, including State-sponsored funding and other grant initiatives to support this effort.

Policy 1.6. Advocate for all local public schools to be retrofitted with MERV-13 filtration to protect students from local air pollution risk by the year 2024.

- **Program 1.6.1:** Regularly coordinate with Los Angeles Unified School District (LAUSD) to ensure that all Huntington Park school classrooms have been retrofitted with MERV-13 air filtration, per LAUSD's 2022 COVID-19 Containment, Response, and Control Plan.

Policy 1.7. Ensure that all local solid waste facilities are operating consistent with CalRecycle and California Environmental Protection Agency regulations to protect residents from hazardous waste pollution associated with local sites.

Policy 1.8. Coordinate with local solid waste and hazardous waste operators to develop site-specific upgrades that reduce pollution exposure beyond the minimum regulatory standards.

- **Program 1.8.1:** Coordinate with all solid waste and hazardous waste operators that are non-compliant, in-violation, or undergoing existing mitigation, to facilitate a resolution to existing issues and establish interim strategies for insulating the community from impacts.
- **Program 1.8.2:** Starting in 2023, the Community Development Department shall develop a report identifying solid waste and hazardous waste operations that are non-compliant, in-violation, or undergoing existing mitigation. This report shall be published on the City's webpage for public consumption in English and Spanish.

- Policy 1.9. Protect the communities in the northern and western peripheries of the city from hazardous waste and solid waste facility impacts by developing a targeted task force focused on limiting industrial pollution exposure.**
- **Program 1.9.1:** By 2025, develop the Industrial Pollution Task Force focused on developing strategies and updates to the Huntington Park Municipal Code to limit hazardous waste and solid waste pollution exposure. The Task Force shall consist of members of City staff from the Community Development Department and external agencies responsible for regional pollution remediation, including the South Coast Air Quality Management District and the Los Angeles Regional Water Quality Control Board.
- Policy 1.10. Reduce air pollution exposure as a result of commercial vehicles and truck routes across the city by designating Truck Prohibited Streets and enforcing truck idling requirements.**
- **Program 1.10.1:** The Community Development Department shall perform a detailed analysis of truck routes in the planning area to identify routes abutting residential land uses that can be effectively rerouted. By 2025, develop a Truck Route Ordinance to designate Truck Prohibited Streets and include fines and penalties to enforce restrictions.
 - **Program 1.10.2:** Implement California's five-minute truck idling maximum law, which prohibits truck idling for more than five minutes and requires warehouses and distribution facilities to provide adequate on-site truck parking.
 - **Program 1.10.3:** By 2025, erect signage in locations in which truck idling commonly occurs, that clearly indicates the prohibition of truck idling beyond five minutes.
- Policy 1.11. Reduce cumulative air pollution exposure across the city by implementing the policies and programs outlined within the Southeast Los Angeles Community Emissions Reduction Plan adopted on 12/4/2020.**
- Policy 1.12. Locate sensitive uses (i.e., residences, schools, playgrounds, childcare centers, athletic facilities, churches, long-term health care facilities, rehabilitation centers, convalescent centers, and retirement homes) away from significant pollution sources to the maximum extent feasible.**
- Policy 1.13. Facilitate the remediation of all Brownfield sites within Huntington Park.**
- **Program 1.13.1:** By 2035, pursue and use grant funding from the U.S. Environmental Protection Agency's (EPA) Brownfields Redevelopment Program to establish an incentive program, managed by the Community Development Department, to assist property owners to assess and remediate Brownfield sites.
- Policy 1.14. Support the development of healthy and community-centered land uses within Huntington Park by prohibiting the redevelopment of Brownfield sites into industrial or otherwise polluting uses.**
- Policy 1.15. Develop a working group with the California Department of Toxic Substances Control, relevant community organizations, and interested residents, with the goal of expediting the on-going Exide battery-recycling facility cleanup and supporting outreach to residents regarding the ongoing cleanup.**

- Policy 1.16.** Ensure that City's water quality is safe for community consumption, meeting or exceeding federal drinking water standards.
- Policy 1.17.** Pursue funding through EPA Renovate Right Program to train local residential contractors for certification as lead renovators to promote safe work practices and prevent lead contamination.
- **Program 1.20.1:** Explore the feasibility of requiring contractor training and/or certification for safe work practices to conduct residential renovations for pre-1980s structures that may contain lead paint.
- Policy 1.18.** Encourage the use of ecologically based landscape design principles to support improved air quality by absorbing CO₂, producing oxygen, and providing shade that reduces energy required for cooling.
- **Program 1.21.1:** As part of the development review process, provide a handout that outlines ecologically based landscape design principles, including the incorporation of parklets, landscaped medians, and landscaping within development.
- Policy 1.19.** Partner with the Los Angeles County Department of Public Health to identify baseline conditions for lead contamination in Huntington Park, monitor indicators of lead contamination, and measure outcomes of programs to improve lead exposure.
- Policy 1.20.** Educate property owners on the benefits of lead-based paint abatement, home repair, and remodeling using design and materials consistent with the historic character of the residence.
- Policy 1.21.** Develop and maintain public programs to increase access to at-home pollution exposure remediation for residents of Huntington Park, including lead-based paint inspections and household air purification devices.
- Reference Environmental Justice Program 4.10.1 and 4.10.2

2. PUBLIC FACILITIES AND ACCESSIBILITY

GOAL 2.0

Foster a community where residents have ample access to necessary public facilities and programs.

POLICY

- Policy 2.1.** Prioritize the safety and quality of public parks by utilizing Crime Prevention Through Environmental Design (CPTED) techniques in the development and improvement of local parks and open space.

- **Program 2.1.1:** The Parks and Recreation Department and Planning Division shall update the City's park development standards to include CPTED strategies.

Policy 2.2. Increase the availability of public green space in the western portion of the City by developing joint-use agreements with local LAUSD schools that expand access to recreation facilities to the Huntington Park community.

- **Program 2.2.1:** Starting in 2023, the Department of Parks and Recreation shall coordinate with LAUSD to advocate for joint-use agreements with local schools, with a focus on increasing park access in the Western portion of the City.

Policy 2.3. Improve accessibility to local public facilities and resources by expanding the HP Express to provide access to a wider variety of public facilities and exploring opportunities to subsidize ridership for residents of Huntington Park.

- **Program 2.3.1:** By 2025, perform a feasibility analysis to examine the opportunity to increase subsidized ridership programs for special groups not already accounted for, including students and veterans.
- **Program 2.3.2:** Pursue funding to broaden existing subsidized ridership programs for the HP Express through the Federal Transportation Administration's (FTA) Areas of Persistent Poverty Program.
- **Program 2.3.3:** Pursue funding through the FTA's Flexible Funding Programs – Surface Transportation Block Grant Program and the FTA's Better Utilizing Investments to Leverage Development (BUILD) Transportation Grants Program to expand the HP Express route to include a wider variety of public facilities.

Policy 2.4. Ensure that all local bus stops are equipped with adequate seating, lighting, canopies, and signage to protect the safety and accessibility of local public transportation.

- **Program 2.4.1:** By 2026, the Community Development Department shall perform an inventory of local public transit infrastructure to identify bus stops in-need of improvement and develop a work program to update the bus stops.

Policy 2.5. Bolster access to public facilities and improve active transportation by expanding bicycle infrastructure across the city.

- **Program 2.5.1:** By 2030, develop an updated Bicycle and Transportation Master Plan that is focused on expanding safe, local bike routes and increasing regional connectivity

Policy 2.6. Annually assess the capacity and efficiency of City-run public utilities to ensure that water and sewer services are readily available to residents across Huntington Park.

- **Program 2.6.1:** Facilitate all updates and amendments to the water system as outlined within the City's 2020 Urban Water Management Plan.
- **Program 2.6.2:** Beginning 2023, perform an annual assessment of the capacity and efficiency of City-run public utilities to ensure that the current capacity is in-line with community need.

Policy 2.7. Advocate for expanded operating hours and additional services provided by the Huntington Park Library to increase the provision of free internet services, educational resources, and safe quiet zones for residents.

- **Program 2.7.1:** Coordinate with Los Angeles County to advocate for the extension of the Huntington Park Library operating hours from 10 am to 8 pm PST Monday through Sunday.
- **Program 2.7.2:** Coordinate with Los Angeles County to advocate for MERV-13 air filtration and high-quality air conditioning infrastructure at local public libraries to protect the public from the impacts of high heat and poor air quality days.

Policy 2.10. Develop design and development standards to ensure equitable access to green space for all residents.

Policy 2.11. Promote the development of active transportation infrastructure throughout the City.

- **Program 2.11.1:** By 2027, the Community Development Department shall conduct outreach and a feasibility analysis for a comprehensive citywide bicycle and pedestrian plan. Use regional resources such as the Gateway Cities Council of Governments Strategic Transportation Plan and other Gateway Cities regional coordinating and funding efforts. Planning efforts may include, but are not limited to, updating the General Plan Circulation Element or adopting a bicycle and pedestrian master plan. Present results of feasibility analysis at a public study session.

Policy 2.12. Create additional public gathering spaces by identifying underutilized rights-of-ways within the planning area to be converted into parklets.

3. FOOD ACCESS

GOAL 3.0

Ensure that all residents of Huntington Park have adequate access to healthy and affordable food options.

POLICY

Policy 3.1. Disseminate information to residents of Huntington Park about available state and federal food access services, including the federal Supplemental Nutrition Assistance Program (SNAP).

- **Program 3.1.1:** Dedicate a page on the City's webpage to food assistance services and resources available to the public.

Policy 3.2. Promote access to locally grown produce. Reduce barriers to establishing urban agriculture.

- **Program 3.2.1:** Through the Department of Parks and Recreation, the City shall develop a community garden within each major neighborhood of the city by the year 2030.
- **Program 3.2.2:** Through the Department of Parks and Recreation, the City shall partner with a local non-profit organization to open a secondary farmer's market in the Western portion of the City at Raul R. Perez Memorial Park by the year 2025.
- **Program 3.2.3.** Encourage businesses at City farmer's markets to accept WIC and SNAP benefits as payment sources by offering incentives through the City's Business Assistance Program.

Policy 3.3. Partner with local food banks and related non-profit organizations to develop a City-sponsored food pantry program by the year 2025.

Policy 3.4. Collaborate with local public schools to develop "Edible School Yard" programs that support access to healthy produce and provide nutritional education by the year 2025.

- **Program 3.4.1:** The Community Development Department shall coordinate with LAUSD and local schools directly to discuss the feasibility of establishing an "Edible School Yards" program by the year 2025.

Policy 3.5. Broaden local programs related to nutrition and healthy food access through the Department of Parks and Recreation.

- **Program 3.5.1:** The Department of Parks and Recreation shall explore the feasibility of developing a Food Forest Program at local parks that offers a natural and publicly accessible regenerative food production source.

Policy 3.6. Improve access to healthy food in Huntington Park by supporting the development of retail venues that offer local, fresh produce.

4. SAFE AND SANITARY HOMES

GOAL 4.0

Protect the community of Huntington Park from the negative impacts of inadequate and/or adverse living conditions.

POLICY

- Policy 4.1.** Protect renters from adverse living conditions by disseminating information and resources regarding tenants' rights and home safety.
- Policy 4.2.** Increase the development of affordable housing across the city by adopting zoning and incentives that promote the construction of affordable developments, consistent with the City's Housing Element.
- **Program 4.2.1:** Amend the zoning code and implement all programs as outlined in the Huntington Park Housing Element in a timely manner.
- Policy 4.3.** Connect residents with housing opportunities by developing an online portal that provides tenants with information on local housing resources and available rental properties within their neighborhood and price range.
- **Program 4.3.1:** By the end of 2023, the Community Development Department shall create an online housing resource portal that publishes information on local housing resources, including available rental properties.
- Policy 4.4.** Ensure Code Enforcement programs do not cause harm to vulnerable residents, especially undocumented residents, by ensuring that the Fair Housing Foundation follows up on all violations.
- Policy 4.5.** Protect vulnerable renters that experience poor living conditions, including overcrowding, by requiring that Code Enforcement provide tenants with affordable housing resources through the Los Angeles County Housing Resource Center.
- Policy 4.6.** Promote opportunities for homeownership to low- and moderate-income households through homebuyer assistance programs or inclusionary housing requirements that apply to ownership projects.
- **Program 4.6.1:** By 2024, the City's Community Develop Department will reinstate a First-Time Homebuyers Program using HOME funds and other grant funding. The City shall promote this program by:
 - Establishing parameters for the First-Time Homebuyer Program,
 - Preparing multi-lingual informational documents,
 - Advertise program by posting informational documents on the city website, providing the documents in general public information areas throughout City Hall, and periodic advertising in the city newsletter.

- **Program 4.6.2:** The City's Community Development Department will operate a Mortgage Assistance program for lower-income homebuyers using CalHome funds. The City shall promote this program by:
 - Preparing multi-lingual informational documents,
 - Advertising the program by posting informational documents on the city website, providing the documents in public information areas throughout City Hall, and periodic advertising in the city newsletter; and
 - Conducting workshops with community-based organizations.
- **Program 4.6.3:** Los Angeles County offers a Homebuyer Assistance Program and Mortgage Credit Certificates. Beginning in 2023, the City of Huntington Park Community Development Department shall provide referral information to prospective buyers at the public counter and on the City website.

- Policy 4.7. 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.**
- Policy 4.8. Provide for housing for people with special needs, including people with disabilities, large households, and seniors, through the use of zoning incentives, dedication of funding, and flexible and/or objective design standards.**
- Policy 4.9. Maintain affordability controls on government-assisted housing units in the City, through dedication of funds and partnerships with nonprofit housing providers to acquire and preserve units in projects with expiring affordability controls.**
- Policy 4.10. Promote safe housing by developing programs that subsidize the rehabilitation of residential structures that are substandard or in disrepair, provide rehabilitation funding for room additions to alleviate overcrowding, and complete other necessary home improvements.**
- **Program 4.10.1:** By the end of 2025, the Community Development Department shall establish a Safe-At-Home grant program that provides funding to lower-income residents for home maintenance and upgrades necessary to reduce impacts from pollution exposure, including but not limited to, lead-based paint mitigation, asbestos mitigation, and air pollution.
 - **Program 4.10.2:** The City will continue to operate the rehabilitation programs listed below. To continue program operation, the City will allocate CDBG and HOME funding to the Minor Home Repair Program and Owner-Occupied Rehabilitation Program, and will seek additional funding to assist more households.
 - The Lead Hazard Control Program provides grants for lead hazard remediation.
 - The Minor Home Repair Program (owner-occupied properties) is a CDBG-funded program allowing lower-income homeowners the opportunity to make repairs and improvements.
 - The HOME-funded Owner-Occupied Rehabilitation Program offers grants to qualified low- to moderate-income homeowners.

- The CalHome Owner Occupied Rehabilitation Program will provide loans for lower-income households for home repairs necessary to eliminate blight for critical disadvantaged communities.

Policy 4.11. Strengthen neighborhoods through a partnership with nonprofits in the acquisition and rehabilitation of deteriorated properties and provision of long-term affordable housing.

Policy 4.12. Promote quality rental housing and strategies to address substandard conditions of units. Establish procedures to use the City's existing Code Enforcement program to hold landlords accountable for rental housing repairs. Dedicate funding to rental housing rehabilitation and connect owners of rental properties with code violations with funding programs.

- **Program 4.12.1:** The Planning Division and Code Enforcement shall link Code Enforcement efforts with the City's housing rehabilitation programs. Code Enforcement staff will refer property owners cited for code violations to the City's housing rehabilitation assistance programs.
- **Program 4.12.2:** To address issues of substandard rental housing, the Community Development Department shall provide a financial incentive for landlords to correct reported issue. Explore the feasibility of establishing a rent escrow account program, wherein tenants can deposit their rents into an escrow account when a landlord has failed to correct code violations within the time permitted. Partner with community-based organizations for outreach, promotion, and administration, as feasible.

Policy 4.13. Ensure that all rental properties in Huntington Park are safe and sanitary by performing inspections of all new and existing rental units. Educate and train rental property owners on best practices for property management. Connect property owners with resources for owners of rental properties to assist with repairs and improvements.

- **Program 4.13.1:** By 2024, the Community Development Department shall develop a mandatory rental inspection ordinance that requires all rental units to be registered with the City and inspected to ensure compliance with all applicable building, fire, health, and zoning codes.

Policy 4.14. Inform residents about the dangers of in-home toxic material and pollution exposure (including lead, air pollution, asbestos) and the City resources available to address these issues.

- **Program 4.14.1:** By June of 2023, the Community Development Department shall develop a Home Safety Guidebook mailer that informs residents about common household exposures and the City resources available to help resolve these issues.

Policy 4.15. Protect existing residents from displacement by expanding tenants' rights programs, enforcement, and legal assistance needed to access those rights.

- **Program 4.15.1:** By 2026, the Community Development Department will evaluate the feasibility of adopting measures to protect residents from displacement, including, but not limited to:

- Adopting community benefit zoning and/or other land value recapture strategy
- Adopting replacement requirements in targeted growth areas such as transit stations, transit corridors, job and housing rich areas, downtowns and revitalization areas or policies, and on sites identified to accommodate the housing needs of lower-income households
- Adopting regulations requiring that first right of return be granted to existing residents and relocation policies that include moving expenses

5. PHYSICAL ACTIVITY AND COMMUNITY HEALTH

GOAL 5.0

Safeguard the health of residents and promote opportunities for physical activity in Huntington Park.

POLICY

- Policy 5.1. Raise awareness about the local asthma risks and at-home mitigation strategies for reducing asthma risks in children and young adults.**
- **Program 5.1.1:** In the year 2023, the Community Development Department shall publish an informational document outlining the heightened local asthma risk and at-home mitigation strategies for reducing this risk in children and young adults. This document shall be sent out to local residences and published on the City's webpage in English and Spanish.
- Policy 5.2. Broaden the availability and accessibility of City-sponsored public recreation programs to ensure that there are opportunities for physical activity for all demographics in Huntington Park, including the youth, senior citizens, and disabled residents.**
- **Program 5.2.1:** Perform an assessment of recreation programs through the Department of Parks and Recreation to identify any local sub-groups that do not have programs tailored to their needs.
- Policy 5.3. Ensure that all City parks and open spaces are safe for resident use by assessing and retrofitting existing facilities with adequate lighting, playground equipment, bathroom amenities, and green space.**
- **Program 5.3.1:** Starting in the year 2023, perform an annual audit of existing park facilities to identify specific improvements and upgrades to be prioritized over the next fiscal year. Publish audit in both English and Spanish to the City's webpage.

- **Program 5.3.2:** By 2025, Perform an update the City's Park and Recreation Master Plan to identify new priorities for the Huntington Park community, with a focus on underserved areas in the Western portion of the city.

Policy 5.4. Develop City-sponsored nutritional education resources and programs to bolster the health of Huntington Park residents.

- **Program 5.4.1:** By 2025, Establish a nutritional education campaign that includes nutritional cooking courses, collaboration with farmer's markets, and utilization of community gardens. Pursue partnership with the Los Angeles Department of Public Health.

Policy 5.5. Improve walkability across the city by improving sidewalk quality and pedestrian accessibility through the implementation of the policies and programs outlined in the existing Complete Streets Plan.

- **Program 5.5.1:** Adopt a Safe Routes to School Resolution as recommended in the 2019 Safe Routes to School Launch Program.

Policy 5.6. Collaborate with local schools to disseminate informational materials in a variety of languages that encourage the use of active transportation in school commutes.

Policy 5.7. Support active transportation by expanding tree canopy and plant vegetation in the city through the development of an urban greening initiative by the year 2025.

- **Program 5.7.1:** By 2024, the Landscape Maintenance Division shall develop a Street Tree Maintenance reporting platform through the City's webpage to allow residents to report trees that require maintenance.

Policy 5.8. Mitigate the severity of health-risks associated with undiagnosed asthma by partnering with local elementary schools to develop an in-school asthma screening program.

- **Program 5.8.1:** The Community Development Department shall coordinate with the LA Department of Public Health and LA Unified School District to develop an in-school asthma screening program at local elementary schools.
- **Program 5.8.2:** The Community Development Department shall coordinate with the LA Department of Public Health and LA Unified School District to develop a City-wide system for handling school days with poor air quality.

Policy 5.9. Explore the feasibility of developing local Fire House Clinics, which offer free primary and preventative healthcare services, at the two fire stations located in Huntington Park.

Policy 5.10. Expand the route of the Huntington Park Express transit bus to direct transportation to clinics and hospitals in the City.

- Reference Environmental Justice Program 2.3.3

6. CIVIC ENGAGEMENT

GOAL 6.0

Cultivate equity and empowerment in Huntington Park through broad and inclusive civic engagement.

POLICY

- Policy 6.1.** The Communications Department shall publish all outreach and public resource materials released by the City in English and Spanish.
- Policy 6.2.** Provide translation services, upon request, at all public meetings that include services for those who speak Spanish, Mandarin Chinese, Tagalog, and American Sign Language.
- **Program 6.2.1:** The Community Development Department and Communications Department shall provide instructions for requesting translation services on the City's Meeting webpage and on all meeting notification documents.
- Policy 6.3.** The Community Development Department and Communications Department shall develop strategic partnerships with trusted community leaders and local non-profit organizations to ensure that community engagement reaches broad and diverse facets of the community.
- Policy 6.4.** The Communications Department shall ensure that community meetings are held at times and in locations that are accessible to diverse community members in Huntington Park.
- Policy 6.5.** The Community Development Department shall establish an understanding of the unique needs of all residents within Huntington Park, especially those who are underrepresented, by hosting a series of workshops focused on learning about community priorities.
- **Program 6.5.1:** Between the years 2022 and 2023, perform a Neighborhood Workshop Series, which involves workshops across the various neighborhoods in Huntington Park. The Neighborhood Workshop Series is to be focused on identifying the community priorities of residents within different areas of the city.
 - **Program 6.5.2:** Using the Neighborhood Workshop Series, develop Neighborhood Plans that serve to outline small-scale projects, such as specific sidewalk improvements or community gardens, that can support the unique needs of each Huntington Park neighborhood.
- Policy 6.6.** Partner with local schools to disseminate engagement materials for City meetings and programs through student hand-outs.
- Policy 6.7.** Continue to meet with the Environmental Justice Advisory Committee over the lifetime of the Environmental Justice Element to assist in monitoring implementation of the programs and policies outlined within the document.

- **Program 6.7.1:** By 2023, the Community Development Department shall establish an Environmental Justice Advisory Committee as a permanent body to assist in monitoring City implementation of the Environmental Justice Element.
- **Program 6.7.2:** The City's Community Development Department shall publish an annual report on the status of the implementation of the Environmental Justice Element policies and programs as part of the General Plan Annual Report. The Environmental Justice Advisory Committee shall review the Environmental Justice component of the General Plan Annual Report to ensure continued efforts towards policy implementation.

Policy 6.8. Establish a Diversity, Equity, and Inclusion training program by the year 2024 to foster equitable and informed interactions between City staff and community members.

Policy 6.9. Disseminate a tri-annual City newsletter to inform residents about current community projects and the latest updates in City operations.

- **Program 6.9.1:** Starting 2023, the Communications Department shall develop a tri-annual newsletter to inform residents about City news and operations.

Policy 6.10. Ensure that local Indigenous communities are invited to participate in community engagement events regarding topics that may impact tribal resources and/or locally indigenous community members.

Appendix A



City of Huntington Park General Plan

Environmental Justice Technical Report

prepared by

City of Huntington Park
Planning Division, Department of Community Development

prepared with the assistance of

Rincon Consultants, Inc.

June 2022



RINCON CONSULTANTS, INC.
Environmental Scientists | Planners | Engineers
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Table of Contents

1	Introduction	1
1.1	Background	1
1.2	Defining Disadvantaged Communities	1
1.3	Disadvantaged Communities in Huntington Park	6
1.4	Community Engagement	6
2	Environmental Justice Determinants	9
2.1	Pollutant Exposure and Air Quality	9
2.2	Public Facilities	22
2.3	Food Access	25
2.4	Safe and Sanitary Homes	26
2.5	Physical Activity	31
2.6	Civic or Community Engagement	33
3	Key Findings	38
4	References	41

Tables

Table 1	CalEnviroScreen Comprehensive Score Overview	4
Table 2	CARB State Attainment Status (Los Angeles County)	9
Table 3	CalEnviroScreen Pollution Burden Scores	11
Table 4	Exposure Indicator Percentile Scores in Huntington Park	15
Table 5	CalEnviroScreen Scores Environmental Effect Indicators	18
Table 6	Population Age Demographics (Huntington Park)	35
Table 7	Linguistic Isolation (Huntington Park)	36
Table 8	Poverty and Unemployment Rates	38

Figures

Figure 1	20 CalEnviroScreen Indicators Grouped into Two Categories	3
Figure 2	CalEnviroScreen Designated DACs in Huntington Park	5
Figure 3	Low-Income Communities in Huntington Park	7
Figure 4	Locally Specific Disadvantaged Communities (LS-DACs) in Huntington Park	8
Figure 5	Pollution Burden Percentiles in Huntington Park	12
Figure 6	Solid Waste Sites in Huntington Park (identified in CalEnviroScreen)	19
Figure 7	Groundwater Threats in Huntington Park (identified in CalEnviroScreen)	20
Figure 8	Hazardous Waste Sites in Huntington Park (Identified in CalEnviroScreen)	21
Figure 9	Access to Parks	24
Figure 10	Food Desert Layout in Huntington Park	27

Figure 11 Housing Burden in Huntington Park29

Figure 12 Overpayment by Renters in Huntington Park.....30

Figure 13 Asthma Percentiles in Huntington Park.....32

1 Introduction

The following report provides a technical analysis of the environmental justice context in the city of Huntington Park. The report was developed to guide the creation of the Huntington Park Environmental Justice Element, consistent with the latest state legislation. California Government Code Section 65302 expanded the mandatory requirements of the General Plan by requiring an emphasis on the role of environmental justice in urban planning. Cities are required to adopt an Environmental Justice Element as part of the General Plan. To inform policies and programs related to environmental justice, public agencies must assess the existing environmental justice context for their jurisdiction. The assessment of the environmental justice context for the city of Huntington Park is provided below.

1.1 Background

Historically, negative environmental impacts have been shown to disproportionately affect marginalized populations, including racial, ethnic, and socioeconomic minorities (CEJA 2017). As a result, disproportionately affected populations can face a range of environmental impacts including increased exposure to air pollutants, unsafe drinking water, and contaminated facilities/structures, while also having relatively limited access to public resources. This unequal context associated with negative environmental externalities has been traced to discriminatory local policies, land-use planning trends, enforcement deficiencies, and lack of equitable community engagement.

Environmental Justice is a concept focused on addressing the systemic determinants of the unequal environmental burden placed on disadvantaged communities, especially minority populations. Efforts towards environmental justice have aimed to improve the status of disadvantaged communities through effective planning and policy decisions. In California, the Planning for Healthy Communities Act of 2016 (Senate Bill 1000) was established to address the role of environmental justice in local and regional planning practice. Formally, California law defines “environmental justice” as the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies (Government Code Section 65040.12, subd. (e)). Through Senate Bill 1000, jurisdictions are now required to identify environmental justice communities (called “disadvantaged communities”) within their planning area and incorporate environmental justice into their general plans.

1.2 Defining Disadvantaged Communities

Senate Bill 535 defines disadvantaged communities as areas disproportionately affected by environmental pollution and other hazards that can lead to negative public health effects, exposure, or environmental degradation and/or areas with concentrations of people that are of low-income, high unemployment, low levels of home ownership, high rent burden, sensitive populations, or low levels of educational attainment. To define local disadvantaged communities, the Office of Planning and Research recommends utilizing the CalEnviroScreen tool to identify CalEPA designated disadvantaged communities. In addition, the Office of Planning and Research (OPR) recommends applying a locally specific methodology to further screen for disadvantaged areas. Both methodologies were applied to Huntington Park and are described below.

CalEnviroScreen 4.0 Methodology

CalEPA has developed the CalEnviroScreen tool to identify disadvantaged communities throughout California. The tool uses existing environmental, health, and socioeconomic data to rank census tracts based on 20 distinct indicators. The 20 indicators are grouped into four indicator categories which are then summed into two primary data groupings: Pollution Burden and Population Characteristics. The groupings are multiplied together to calculate the overall CalEnviroScreen score (OHEEA 2017). In general, the higher the score, the more impacted a community is by pollution burdens and population vulnerabilities. Designated disadvantaged communities are those communities that scored within the highest 25 percent of census tracts across California (CalEnviroScreen percentile scores of 75 or higher). The indicators in each grouping are shown in Figure 1. Indicators are grouped as follows:

Pollution Burden

- **Exposures** are based on measurements of different types of pollution that people may come into contact with.
- **Environmental Effects** are based on the locations of toxic chemicals in or near communities.

Population Characteristics

- **Sensitive Populations** are indicators that measure the number of people in a community who may be more severely affected by pollution because of their age or health.
- **Socioeconomic Factors** are indicators based on conditions that may increase peoples' stress or make healthy living difficult and cause them to be more sensitive to pollution's effects.

CalEnviroScreen Results for Huntington Park

The city of Huntington Park planning area is composed of the following 26 census tracts displayed in Figure 2. The census tract numbers have been truncated from their full ten-digit nomenclature (60375xxxx).

1. Tract 32500	10. Tract 33502	19. Tract 33002	28. Tract 34802
2. Tract 33501	11. Tract 33503	20. Tract 33103	29. Tract 34803
3. Tract 33502	12. Tract 33201	21. Tract 33104	30. Tract 34804
4. Tract 33503	13. Tract 33105	22. Tract 33106	31. Tract 35300
5. Tract 33201	14. Tract 32606	23. Tract 33107	32. Tract 34900
6. Tract 33105	15. Tract 32605	24. Tract 33202	33. Tract 34700
7. Tract 32606	16. Tract 32604	25. Tract 33203	
8. Tract 32500	17. Tract 32603	26. Tract 34502	
9. Tract 33501	18. Tract 32700	27. Tract 34501	

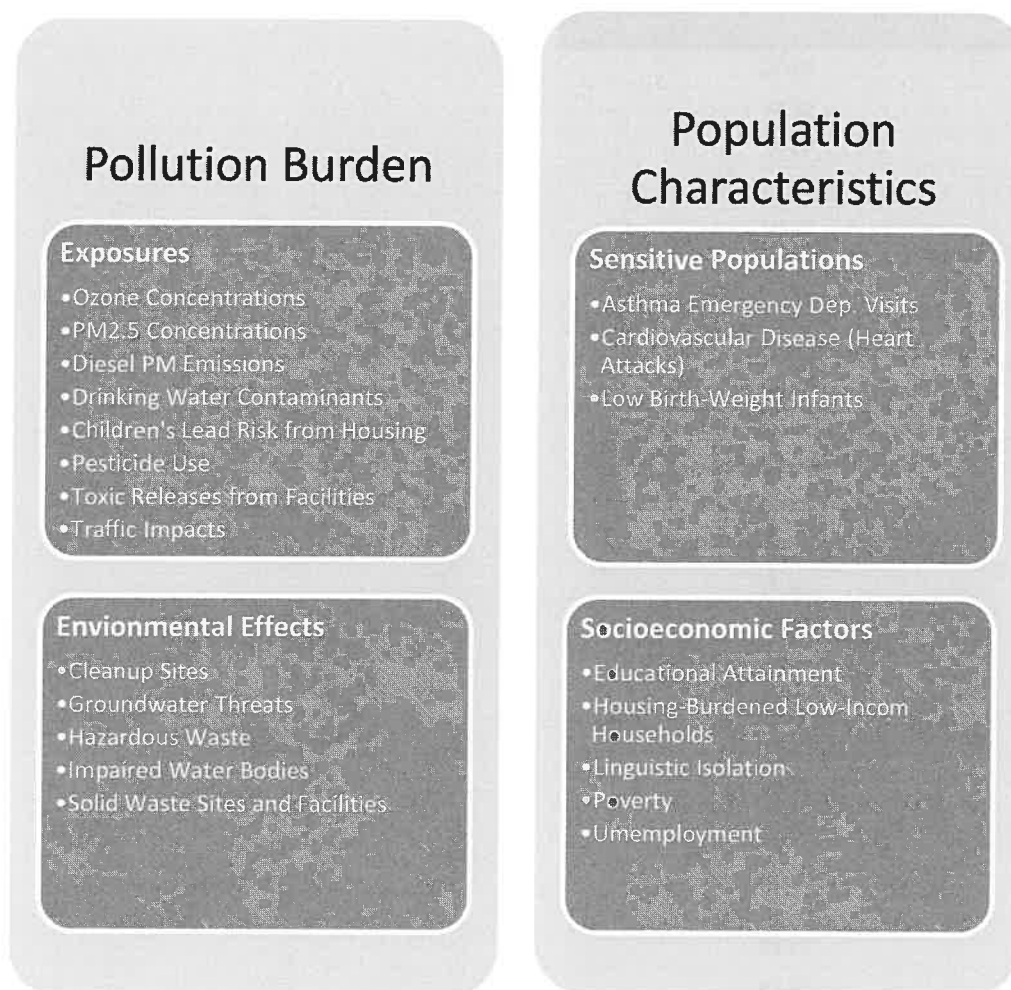
Figure 1 20 CalEnviroScreen Indicators Grouped into Two Categories

Figure 2 depicts all census tracts within the Huntington Park planning area that received a CalEnviroScreen percentile score at or above the 75th percentile threshold. These census tracts qualify as designated disadvantaged communities. As shown in Figure 2, all but one census tract in Huntington Park's planning area are designated as Disadvantaged Communities (DACs) by CalEnviroScreen. The results of applying the CalEnviroScreen 4.0 methodology for defining disadvantaged communities in Huntington Park indicates that the city is collectively burdened by pollution and population characteristics relative to the rest of California. The single census tract in the planning area that does not qualify as a CalEnviroScreen designated DAC is Census Tract 34700, located in the city's sphere of influence (SOI) to the south of the city.

The CalEnviroScreen percentile score for the non-qualifying census tract in the Huntington Park planning area is 68. Although all but one census tract within Huntington Park has been identified as a DAC per CalEnviroScreen thresholds (75th Percentile and above), the CalEnviroScreen percentile scores for the designated DACs within the city range from the 75th percentile to the 100th percentile depending on the census tract.

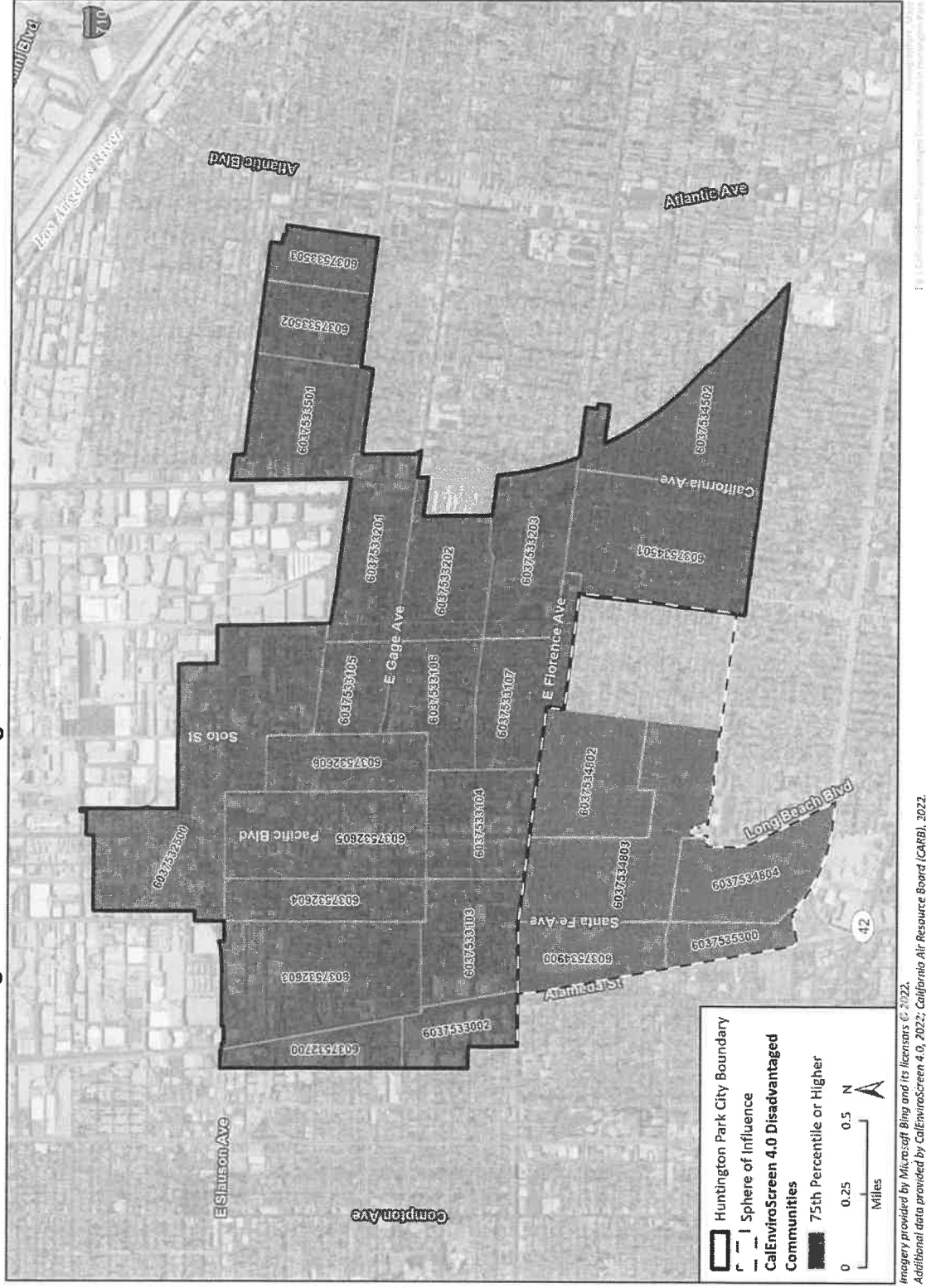
Table 1 shows the CalEnviroScreen score percentile range for each census tract in the city.

Table 1 CalEnviroScreen Comprehensive Score Overview

Census Tract	Overall Score Percentile Range
532500	98.15
532603	98.89
532604	94.33
532605	91.53
532606	93.03
532700	97.45
533002	98.93
533103	94.07
533104	80.94
533105	92.75
533106	79.36
533107	87.33
533201	92.15
533202	88.77
533203	87.32
533501	92.18
533502	80.52
533503	85.33
534501	84.54
534502	95.93
534802	84.86
534803	88.53
534804	91.69
534900	94.25
535300	97.33
534700	68.00
Source: CalEnviroScreen 4.0	

Given the broad results of applying the CalEnviroScreen methodology, a secondary methodology was utilized for this report to identify those census tracts within Huntington Park that face disproportionate pollution and population characteristic burden relative to the remainder of the city.

Figure 2 CalEnviroScreen Designated DACs in Huntington Park



Locally Specific Methodology

The locally specific methodology for identifying DACs in Huntington Park defines a DAC as those census tracts that are identified as low-income that simultaneously face a heightened pollution burden relative to all city census tracts.

Low-income communities were identified using the definition of low-income recommended by OPR. The OPR classification defines low-income communities as a census tract with household incomes at or below 80 percent of the statewide median income or household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093. Figure 3 depicts all census tracts in Huntington Park that qualify as low-income per the OPR definition defined above.

To identify communities that face a heightened pollution burden relative to the remainder of the city, this report utilizes CalEnviroScreen's pollution burden score and adopts a threshold of significance set at 75. All local census tracts with a CalEnviroScreen pollution burden score at or above the 75th percentile are considered to face a heightened pollution burden relative to all city census tracts.

For the purposes of this report, those census tracts within Huntington Park that meet both; the definition of low-income and the definition of heightened pollution burdened as defined above, are considered Locally Specific Disadvantaged Communities (LS-DAC). Figure 4 depicts LS-DAC's within Huntington Park.

1.3 Disadvantaged Communities in Huntington Park

As previously mentioned, both the CalEnviroScreen methodology and LS-DAC methodology were applied to Huntington Park to identify a comprehensive list of local communities that are disproportionately impacted by environmental and population burdens. All but one census tract in Huntington Park has qualified as disadvantaged per the two methodologies described above, this census tract is Census Tract 34700. Given that Census Tract 34700 was the only city census tract that did not qualify as disadvantaged, a focused analysis was done to assess the unique conditions of this community. Within this analysis, it was determined that Census Tract 34700 has significantly elevated levels (75th percentile and above) of three pollutants that warrant heightened attention. These elevated pollutants include Particulate Matter 2.5 (PM 2.5), Lead from Housing, and Toxic Release. Therefore, Census Tract 34700 has been included as a disadvantaged community, consistent with all other census tracts in Huntington Park.

Given that all census tracts in Huntington Park qualify as disadvantaged, this report includes an assessment of environmental and population impacts for the entire Huntington Park planning area.

1.4 Community Engagement

The analysis of disadvantaged communities in this report was developed concurrently with a range of community engagement activities, including a public survey, advisory committee, and two community workshops. The information within this report was supplemented and reviewed through the various community engagement efforts to ensure that the analysis is consistent with community understanding and that details gathered through public input were incorporated.

Figure 3 Low-Income Communities in Huntington Park

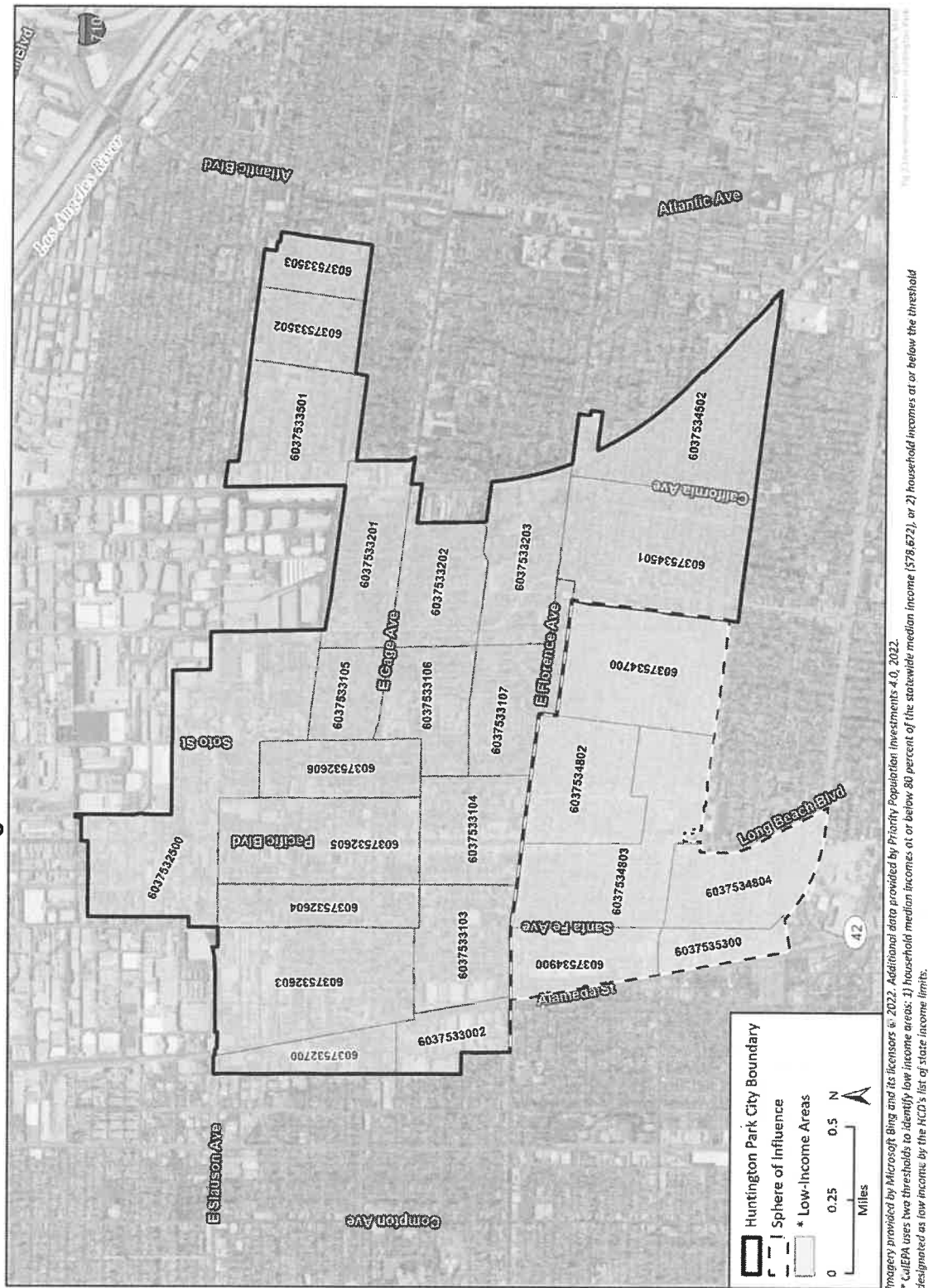
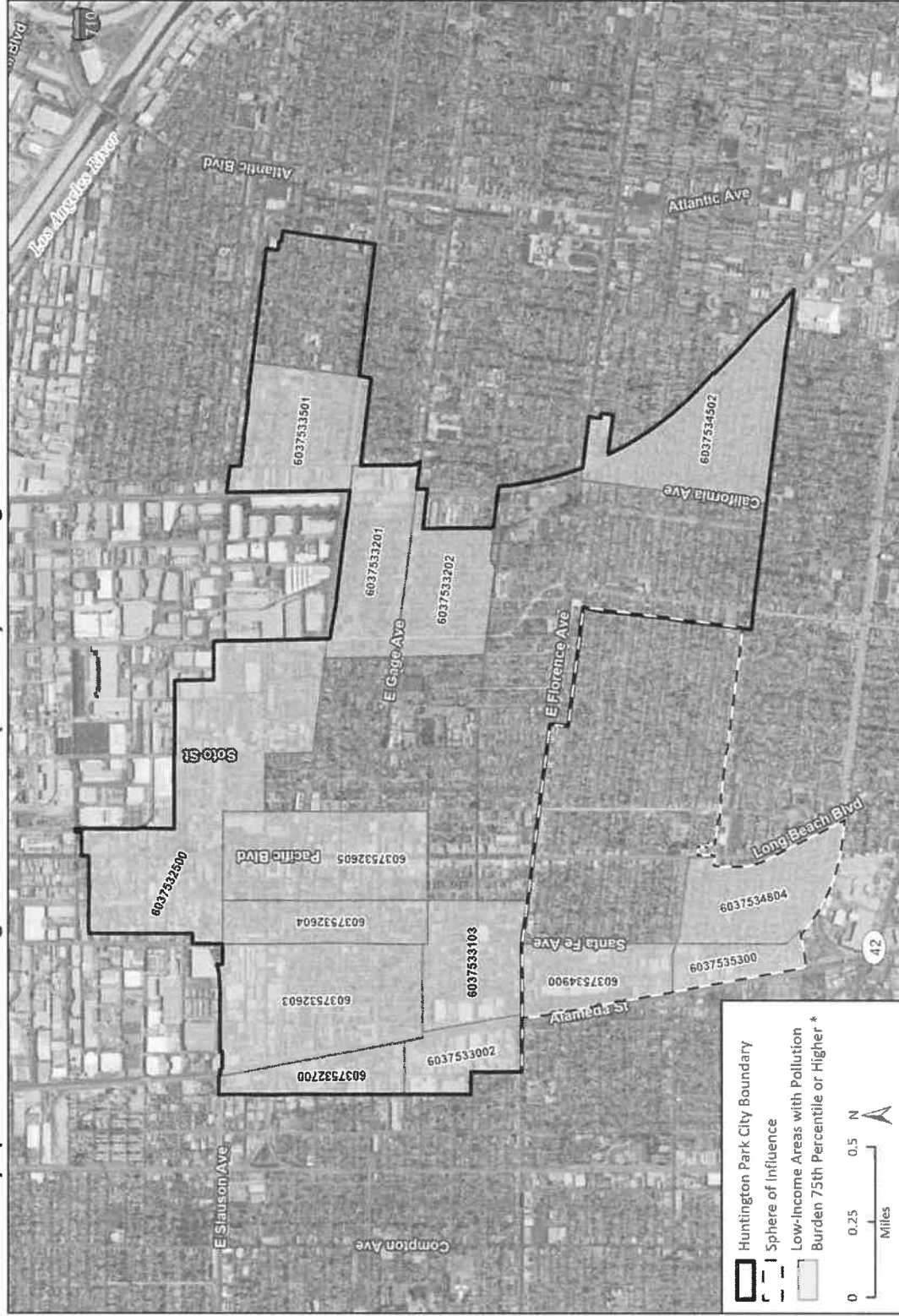


Figure 4 Locally Specific Disadvantaged Communities (LS-DACs) in Huntington Park



Imagery provided by Microsoft Bing and its licensors. © 2022. Additional data provided by *CalEnviroScreen 4.0*, 2022; *Priority Population Investments 4.0*, 2022; *California Air Resources Board (CARB)*, 2022; *Priority Population Investments 4.0*, 2022; *CalEPA* uses two thresholds to identify low income areas: 1) household median incomes at or below 80 percent of the statewide median income (\$78,672), and 2) household incomes at or below the threshold designated as low income by the HCD's list of state income limits.

2 Environmental Justice Determinants

The negative impact of environmental hazards and pollution on communities in California can be measured across seven key focus areas. These focus areas encompass the range of environmental factors that may influence a person's health status, they are referred to as the environmental determinants of health (California Government Code Section 65302). The analysis below outlines the environmental determinants of health impacting the city of Huntington Park. The impacts are assessed across the following environmental determinant areas:

1. Pollution Exposure and Air Quality
2. Public Facilities
3. Safe and Sanitary Homes
4. Physical Activity and Public Health
5. Food Access
6. Civic and Community Engagement

2.1 Pollutant Exposure and Air Quality

Pollutant exposure is an environmental determinant of health that may disproportionately impact disadvantaged communities (WHO 2016). Huntington Park is located within South Coast Air Basin. Air Quality is a primary form of pollution within the basin. CARB is the agency responsible for establishing air quality standards and assessing regional attainment of these standards. In 2022, Los Angeles County had a state designation of nonattainment for ozone and particulate matter (PM₁₀ and PM_{2.5}), indicating that the County did not meet state standards for those air pollutant types. Exposure to particulate matter and ozone are associated with aggravated asthma, decreased lung function, and other respiratory conditions. Table 2 depicts the attainment status for Los Angeles County across all measured criteria pollutants.

Table 2 CARB State Attainment Status (Los Angeles County)

Criteria Pollutants	State Attainment
Ozone	Nonattainment
PM 10	Nonattainment
PM 2.5	Nonattainment
Carbon Monoxide	Attainment
Nitrogen Dioxide	Attainment
Sulfur Dioxide	Attainment
Sulfates	Attainment
Lead	Attainment
Hydrogen Sulfide	Unclassified ¹
Visibility Reducing Particles	Unclassified

¹ Where the state board finds that data is not sufficient to determine the attainment or nonattainment status for an air basin, the state board shall identify the air basin as unclassified (Government Code Chapter 3. General Powers and Duties [Sections 39600 - 39619.8]).

Source: California Air Resource Board (CARB). Attainment status by county. 2022

To facilitate air quality standard attainment and broader air quality improvements, the South Coast Air Quality Management District has developed a Community Emissions Reduction Plan (CERP) for Southeast Los Angeles. The city of Huntington Park is included within this CERP, which was adopted on December 4, 2020. The CERP contains policies and strategies for air quality improvements in the region.

Pollution Exposure by Census Tract

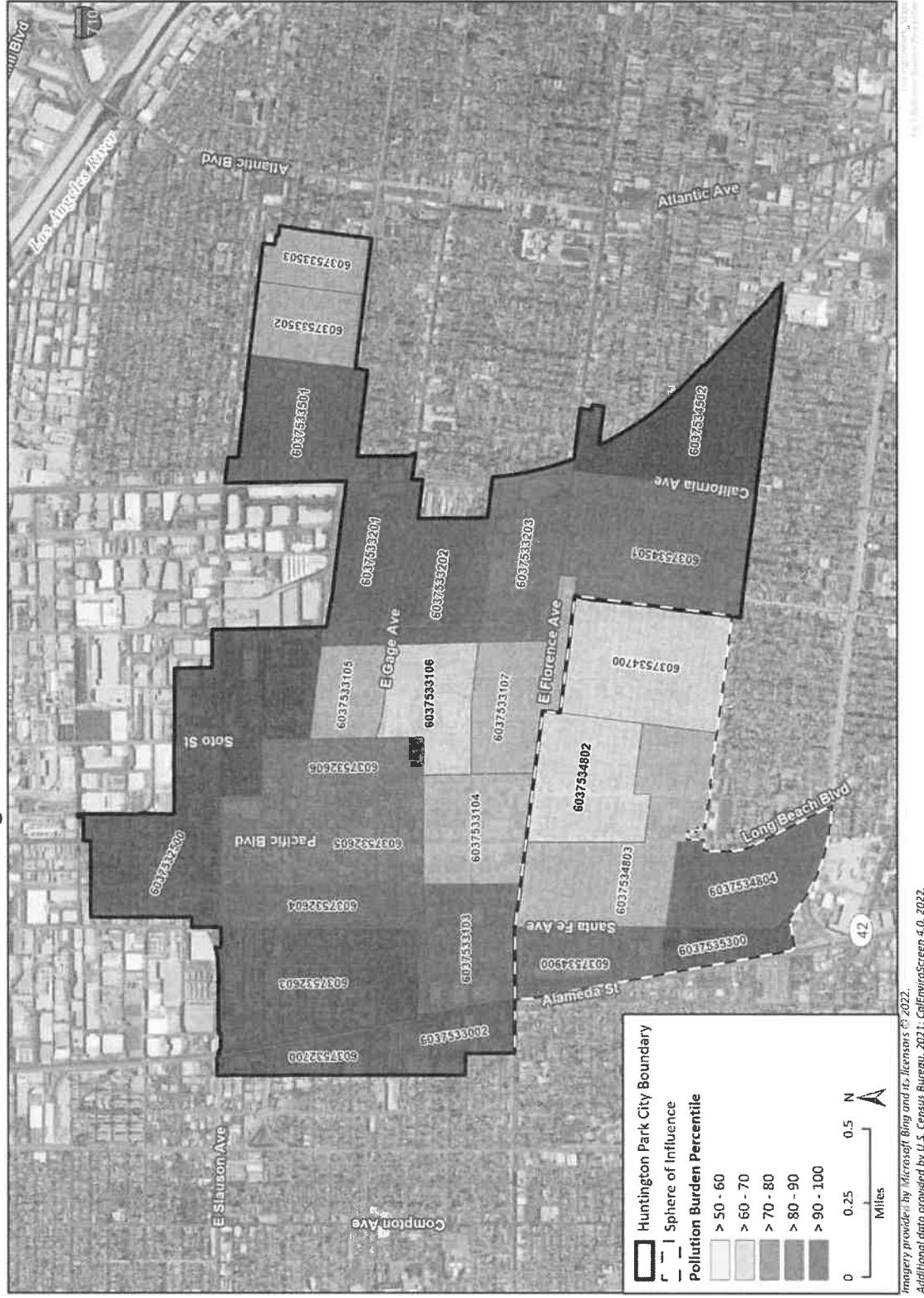
Table 3 presents the CalEnviroScreen Pollution Burden scores for all associated tracts in Huntington Park. The Pollution Burden score is calculated using a range of exposure indicators and environmental effects indicators that are based on measurements of various types of pollution that people may come into contact within their environment.

In Huntington Park, a significant number of census tracts have a Pollution Burden percentile that exceeds the 75th percentile. Only twelve out of the twenty-six census tracts within the Huntington Park planning area scored lower than the 75th percentile for pollution burden. Elevated Pollution Burden scores indicate that Huntington Park census tracts have significant exposure to environmental pollution relative to the State average. Figure 5 depicts the pollution burden percentile scores for census tracts in Huntington Park. Census tracts in Huntington Park with the lowest pollution burden are primarily located in the center of the planning area, while census tracts with the highest pollution burden percentiles tend to be located on the peripheries of the planning area. This may be due to the location of manufacturing uses on the peripheries of the city, as well as the site of major inter-city highways along the city's edges. A detailed assessment of pollution exposure based on census tract is included within the report.

Table 3 CalEnviroScreen Pollution Burden Scores

Census Tract	Pollution Burden Percentile
532500	98.62
532603	94.06
532604	85.05
532605	78.22
532606	72.81
532700	95.36
533002	94.84
533103	88.84
533104	60.87
533105	66.88
533106	57.54
533107	64.32
533201	83.48
533202	80.01
533203	73.48
533501	87.67
533502	68.92
533503	68.70
534501	70.28
534502	91.03
534802	52.98
534803	68.24
534804	83.83
534900	88.69
535300	94.10
534700	55.00
Source: CalEnviroScreen 4.0, 2022	

Figure 5 Pollution Burden Percentiles in Huntington Park



CalEnviroScreen Exposure Indicators

The CalEnviroScreen tool (Version 4.0) provides a detailed assessment of the pollution exposure indicators used to calculate Pollution Burden across each census tract in California. The indicators listed below compose the exposure categories (OEHHA 2017) for the tool. Census tracts are scored based on the presence and/or burden of each pollution exposure indicator within that area. Scores are expressed using a percentile ranking that expresses each census tracts score in relation to other census tracts within California. A high percentile indicates that a census tract had a higher pollution burden score relative to other communities. CalEnviroScreen scores for exposure indicators are provided in Table 4. Census tracts that qualify as LS-DACs (Low-Income + Pollution Burden Score 75+) are highlighted. As shown in Table 4, all census tracts across the planning area (including LS-DACs) are largely associated with elevated Lead, Toxic Release, PM 2.5, and Diesel PM compared to the other indicators.

- **Ozone.** Ground-level ozone is created by the chemical reactions between oxides of nitrogen and volatile organic compounds produced by cars, energy plants and industrial operations (CalEnviroScreen 2021). Ozone pollution is known to trigger wheezing and shortness of breath and can worsen asthma symptoms. Groups most sensitive to ozone include children, the elderly, people with respiratory disorders, and people who exercise strenuously outdoors (CalEPA 2021). CalEnviroScreen scores indicate low to moderate levels of ozone in Huntington Park, with all census tracts scoring between the 40th and 50th percentiles.
- **PM 2.5.** PM 2.5 is a particulate matter no more than 2.5 microns in diameter. The particulate is generally associated with combustion processes as well as formation in the atmosphere as a secondary pollutant through chemical reactions (CalEnviroScreen 2021). Elevated levels of PM 2.5 can be associated with respiratory stress and decreased lung function and increase the risk of long-term disease (WHO 2016). CalEnviroScreen scores indicate a high PM 2.5 presence in Huntington Park relative to other California census tracts, with all census tracts scoring within the 80th percentile. There is no clear relationship between the levels of PM 2.5 and LS-DACs in the planning area. All census tracts had consistently elevated percentile scores in the 80th percentiles.
- **Diesel PM.** Diesel particulate matter (DPM) is emitted by diesel engines and is considered a Toxic Air Contaminant (CARB 2022). DPM impacts are characterized by carcinogenic risk and by chronic (i.e., long duration) and acute (i.e., severe but of short duration) effects on human health (WHO 2016). CalEnviroScreen scores indicate that Huntington Park has a disparity in the presence of Diesel PM across census tracts. Some census tracts within the city scored between the 30th and 60th percentiles, while others scored notably high in the 80th percentile. There is no clear relationship between the LS-DACs and levels of DPM across the planning area. Geographically, areas located on the peripheries of the planning area had the highest levels of DPM. This trend is likely due to the location of major inter-city roadways along the edges of the planning area.
- **Pesticides.** Pesticides applied in agricultural areas can drift into neighboring communities and can be associated with illness and, in some cases, longer-term health conditions such as birth defects or cancer (WHO 2016). CalEnviroScreen scores indicate zero presence of applied pesticides for all of the census tracts in Huntington Park. The CalEnviroScreen measure of pesticides presence only includes pesticides used on agricultural commodities.
- **Traffic.** Although California has established strict standards for vehicle emissions, major roads and highways, which are associated with air pollution and noise disturbance in residential

neighborhoods (CalEnviroScreen 2022). Automobile exhaust can contain toxic chemicals that are associated with cancer, make it difficult to breathe, and can be associated with low weight and premature births. Children who live or go to schools near busy roads have higher rates of asthma and other lung diseases than children in areas farther from roads (WHO 2016). CalEnviroScreen scores indicate that most census tracts in the Huntington Park planning area scored within the 40th to 60th percentile, with no major variation based on geography.

- **Drinking Water Contaminants.** Chemical and bacterial contaminants are routinely detected in drinking water and may result from agricultural operations, natural sources, or other sources (CalEnviroScreen 2022). CalEnviroScreen scores for drinking water contaminants indicate that the city's water supply is not significantly burdened relative to the rest of California, with all Huntington Park census tracts scoring moderately for this indicator. A majority of census tracts scored within the 40th percentile and all census tracts scoring below the 69th percentile.
- **Toxic Releases.** Facilities that make or use toxic chemicals can release these chemicals into the air. If released, people living near facilities may breathe contaminated air regularly or periodically (WHO 2021). CalEnviroScreen scores show that toxic releases are a major concern in Huntington Park, with all census tracts scoring between the 87th and 92nd percentiles. LS-DAC census tracts had similar levels of toxic release in comparison with the rest of the planning area, with consistently elevated levels across all census tracts. According to CalEnviroScreen, there are at least six toxic release facilities within the Huntington Park planning area. These facilities are primarily located in the northern portion of the planning area, consistent with a trend in slightly higher toxic release percentile scores in the northern portion of the city. CalEnviroScreen identifies toxic release facilities and their impacts by utilizing the U.S. EPA Toxics Release Inventory (TRI), a database of emissions and other releases for certain toxic chemicals. The toxic chemicals identified within the TRI include 593 chemicals identified in the federal Emergency Planning and Community Right-to-Know Act (EPCRA), as well as persistent Bio accumulative and Toxic (PBT) Chemicals. Facilities are required to report to the TRI if they operate within a set of industrial sectors outlined by TRI and manufacture more than 25,000 pounds or otherwise use more than 10,000 pounds of any listed chemical during the calendar year.
- **Lead.** High levels of lead exposure can lead to a range of detrimental health outcomes, including anemia, weakness, and kidney and brain damage. Lead poisoning can often result from lead exposure at-home due to the use of contaminated materials such as lead-based paint and lead-contaminated dust in older buildings. Lead exposure can also occur through contaminated air, water and soil. Lead exposure levels across the Huntington Park planning area are significantly elevated with percentile scores ranging from the 79th percentile to the 100th percentile. There is no identifiable trend in the percentile scores for lead in relation to LS-DACs.

Table 4 Exposure Indicator Percentile Scores in Huntington Park

Census Tracts	Pollution Percentile	Percentiles						
		Ozone	PM 2.5	Diesel PM	Drinking Water	Lead	Toxic Release	Traffic
532500	98.62	46.99	84.53	89.67	68.79	87.07	87.56	44.39
532603	94.06	44.98	86.70	84.04	40.04	97.68	88.40	44.70
532604	85.05	44.98	86.70	54.91	40.04	90.42	88.38	49.39
532605	78.22	44.98	86.70	55.12	40.04	79.07	88.32	42.25
532606	72.81	44.98	84.53	58.13	40.04	90.50	88.37	37.74
532700	95.36	42.56	86.47	82.94	63.94	99.38	88.23	44.81
533002	94.84	42.56	86.47	78.61	63.94	99.50	90.02	62.85
533103	88.84	42.56	83.02	71.09	40.04	98.87	89.68	64.79
533104	60.87	44.98	83.02	51.94	40.04	93.59	89.73	50.65
533105	66.88	44.98	84.53	74.35	40.04	98.03	88.87	40.01
533106	57.54	44.98	82.30	40.14	40.04	98.80	89.22	46.08
533107	64.32	44.98	82.30	39.43	55.81	99.08	90.36	58.08
533201	83.48	46.99	81.42	62.86	40.04	99.86	88.80	36.99
533202	80.01	44.98	82.30	42.54	40.04	99.07	89.53	47.10
533203	73.48	44.98	81.57	42.89	40.04	99.65	90.35	64.54
533501	87.67	48.45	84.67	58.43	48.36	99.28	88.55	23.60
533502	68.92	48.45	81.14	76.44	40.91	95.09	88.48	26.09
533503	68.70	48.45	81.14	76.44	41.14	98.01	88.51	42.14
534501	70.28	44.98	81.57	34.81	55.74	95.01	91.75	49.06
534502	91.03	44.98	80.51	49.28	40.04	98.61	92.27	40.10
534802	52.98	42.56	82.12	37.50	33.50	96.48	90.74	48.73
534803	68.24	42.56	82.12	37.65	33.50	98.63	91.37	42.63
534804	83.83	39.99	82.12	82.44	33.50	96.75	92.31	44.69
534900	88.69	42.56	85.25	57.15	63.94	98.12	91.07	52.63
535300	94.10	39.99	82.71	65.84	63.94	96.56	92.44	48.10
534700	55.28	42.56	81.57	33.43	33.50	96.26	91.55	54.05

Locally Specific Disadvantaged Communities
 LS-DACs

Source: CalEnviroScreen 4.0, 2022

CalEnviroScreen Environmental Effects Indicators

The CalEnviroScreen Environmental Effect Indicator tool identifies the presence of toxic compounds and hazardous sites within a community. The indicators used within the tool are considered potential sources of environmental pollution. CalEnviroScreen scores for environmental effect indicators are provided in Table 5. As evident through the table, LS-DACs tend to have higher percentile scores for every environmental effects indicator in comparison to the remainder of the city planning area.

The following is a list of the assessed environmental effect indicators.

- **Solid Waste Sites.** Solid waste facilities are places where household garbage and other types of waste are collected, processed, or stored. Landfills, transfer stations, and composting facilities are considered solid waste sites. These facilities can release air pollutants and impact water quality if compounds present in refuse leach into soils (CalEnviroScreen 2022). CalEnviroScreen scores show that there are large disparities in the impacts that solid waste sites have in Huntington Park, depending on census tract. Figure 6 depicts the CalEnviroScreen percentile scores for Solid Waste Sites in the planning area. Areas in the northwestern and southeastern portions of the planning area tend to have higher solid waste percentile scores than all other census tracts. These tracts with elevated solid waste percentiles are fairly consistent with the identified LS-DAC census tracts.
- **Cleanup Sites.** Cleanup sites are areas that are contaminated with harmful chemicals and require remediation to remove the contaminants. Information from the Department of Toxic Substances Control (DTSC) and US Environmental Protection Agency to assess exposure to cleanup sites. People living near cleanup sites may be more exposed to chemicals from the sites than those living farther away. Impacts from cleanup sites vary greatly across the city planning area. The highest percentiles for this indicator are located along the boundaries of the city's planning area. LS-DACs have the highest cleanup site percentile scores in Huntington Park.
- **Groundwater Threats.** Hazardous chemicals are often stored in containers on land or in underground storage tanks. Leaks from these containers and tanks can contaminate soil and pollute groundwater. Common pollutants of soil and groundwater include gasoline and diesel fuel from gas stations, as well as solvents, heavy metals, and pesticides (CalEnviroScreen 2022). Impacts from groundwater threats vary greatly across Huntington Park census tracts, ranging from the 10th percentile to the 90th percentile. Figure 7 depicts the CalEnviroScreen percentile scores for groundwater threats in Huntington Park. Census tracts with the highest percentile scores for groundwater threats are also designated LS-DAC census tracts. Many LS-DAC census tracts have groundwater threat percentile scores in the 75th percentile and above.
- **Impacted Water Bodies.** Streams, rivers, and lakes are used for recreational purposes and may provide water for drinking or agriculture. When water is contaminated by pollutants, the water bodies can be designated as impaired. CalEnviroScreen uses a unique criterion for identifying the impacts of impaired water bodies on the surrounding community. This criterion involves identifying the State Water Resource Control Boards List of Impaired Water Bodies and calculating the number of pollutants listed in streams or rivers that fell within 1 kilometer (km) or 2 km respectively of a census tract's populated blocks. Each California census tract is then scored based on the sum of the number of individual pollutants found within and/or bordering it. Impacted water body scores in Huntington Park indicate major disparities in impacts to water resources in different census tracts. A majority of census tracts had a percentile score of 0 for this pollution measure. However, five census tracts in the planning area had a 66th percentile

score. These census tracts are primarily located in the northeastern portion of the planning area. Of the five census tracts with elevated scores, three are LS-DACs.

- **Hazardous Waste.** Wastes created by commercial or industrial activity can contain chemicals that may be dangerous or harmful to health (WHO 2016). Only certain regulated facilities are allowed to treat, store, or dispose of this type of waste and are distinct from cleanup sites. Hazardous waste includes a range of different types of waste, including household compounds, such as automotive products, and waste materials produced by factories and businesses. CalEnviroScreen bases the City's Hazardous Waste scoring on the proximity of specific Large Quantity Hazardous Waste Generators. Permitted hazardous waste facilities were selected from the DTSC database. Hazardous waste generators were identified from the DTSC Hazardous Waste Tracking System for 2018 to 2020, only large quantity generators were included in the identification. Figure 8 shows the CalEnviroScreen percentile scores for impacts from hazardous waste in Huntington Park. There is a large disparity in the percentile scores across Huntington Park, with scores ranging from the 20th percentile to the 99th percentile. Local impacts from hazardous waste tend to be focused in the northern and western peripheries of the planning area. A majority of the census tracts that scored with high hazardous waste percentiles are designated LS-DACs.

Table 5 CalEnviroScreen Scores Environmental Effect Indicators

Census Tracts	Pollution Percentile	Percentiles				
		Solid Waste	Cleanup Sites	Groundwater Threats	Impacted Water Bodies	Hazardous Waste
532500	98.62	75.95	91.69	86.19	66.74 (7)	99.54
532603	94.06	94.66	96.55	44.83	0.00 (0)	99.47
532604	85.05	70.42	78.29	35.68	0.00 (0)	92.40
532605	78.22	44.54	59.31	50.27	0.00 (0)	96.20
532606	72.81	25.73	28.67	65.32	0.00 (0)	90.09
532700	95.36	91.25	98.97	40.76	0.00 (0)	99.52
533002	94.84	43.21	87.74	76.96	0.00 (0)	92.28
533103	88.84	43.21	81.21	74.86	0.00 (0)	66.60
533104	60.87	22.96	31.93	42.67	0.00 (0)	32.03
533105	66.88	2.52	50.99	60.77	0.00 (0)	27.08
533106	57.54	22.08	38.43	39.45	0.00 (0)	28.30
533107	64.32	35.72	28.67	32.77	0.00 (0)	32.03
533201	83.48	22.96	89.49	78.58	0.00 (0)	71.69
533202	80.01	35.72	73.98	68.92	0.00 (0)	72.59
533203	73.48	52.90	50.41	44.83	0.00 (0)	40.93
533501	87.67	22.08	83.87	43.85	66.74 (7)	88.44
533502	68.92	0.00	44.01	27.76	66.74 (7)	32.03
533503	68.70	0.00	31.93	10.64	66.74 (7)	35.62
534501	70.28	52.90	37.79	56.95	0.00 (0)	35.62
534502	91.03	73.01	75.03	75.61	66.74 (7)	53.51
534802	52.98	0.00	25.68	41.54	0.00 (0)	46.80
534803	68.24	0.00	59.31	70.45	0.00 (0)	71.99
534804	83.83	9.67	97.03	59.60	0.00 (0)	80.49
534900	88.69	0.00	85.18	86.90	0.00 (0)	91.58
535300	94.10	52.90	97.35	93.34	0.00 (0)	88.91
534700	55.28	35.72	23.50	23.44	0.00(0)	43.30

Locally Specific Disadvantaged Communities

	LS-DACs
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Source: CalEnviroScreen 4.0, 2022

Figure 6 Solid Waste Sites in Huntington Park (identified in CalEnviroScreen)

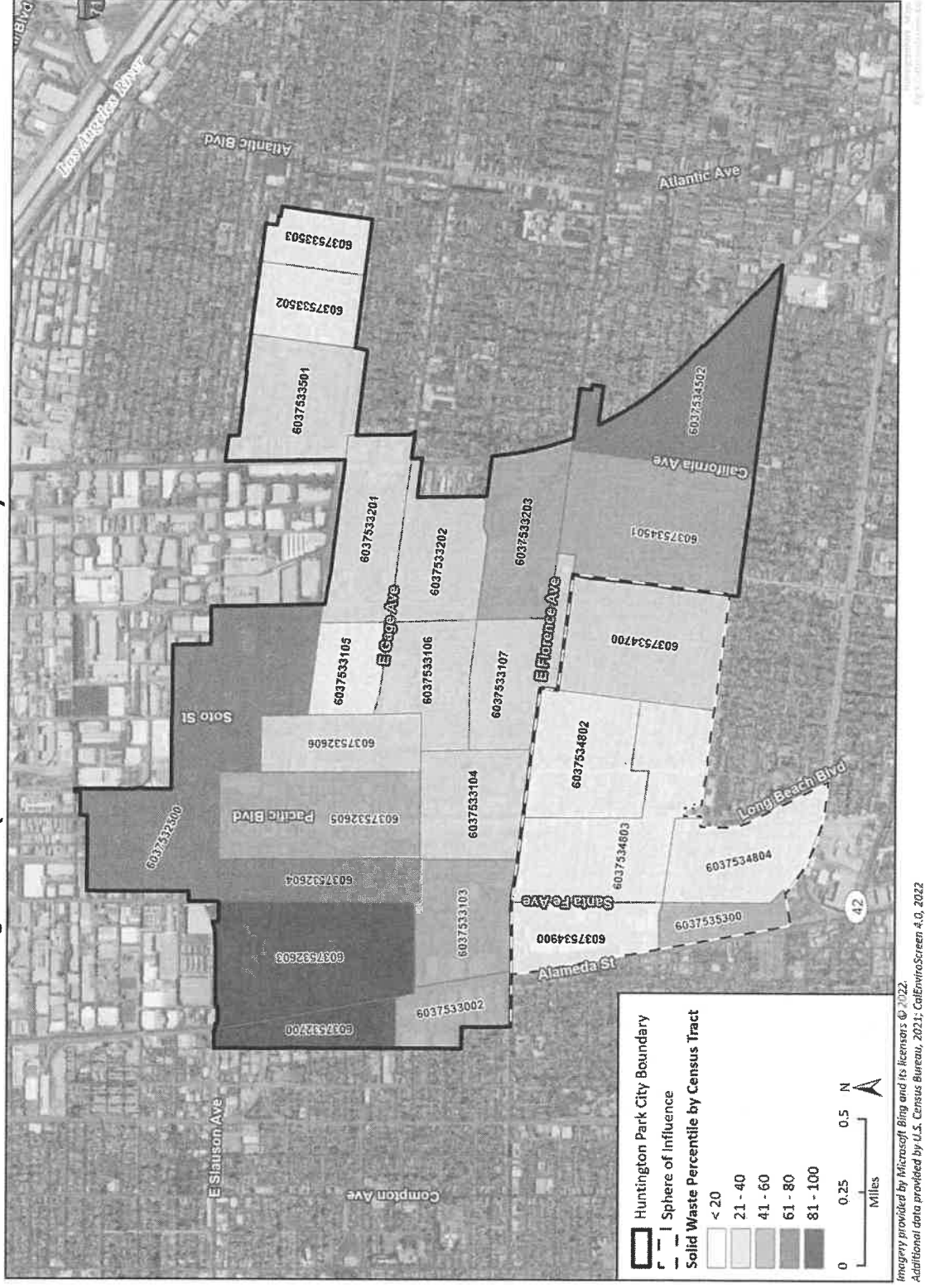
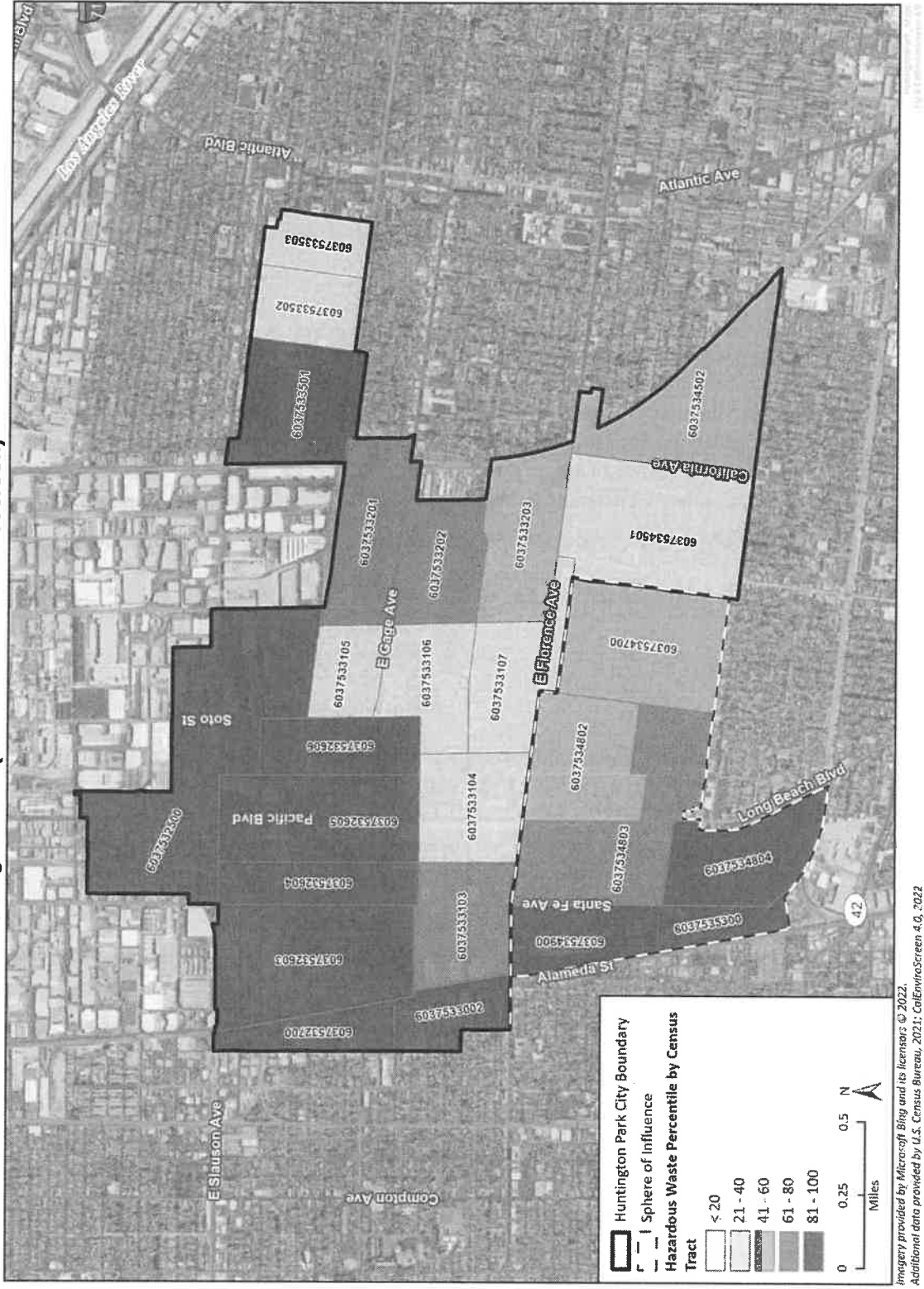




Figure 8 Hazardous Waste Sites in Huntington Park (Identified in CalEnviroScreen)



2.2 Public Facilities

Access to public facilities and resources is included as environmental determinant of health in CalEnviroscreen. Under State law “public facilities” include, but are not limited to, public improvements, services, and community amenities (Government Code Section 65302(h)(1)(A)). These facilities include cultural centers, streets and roads, government buildings, schools, public transit, and public open space. Low-income and minority communities have historically had fewer public investments in their neighborhood and less access to critical public resources (OEHHA 2017). The following discussion identifies the range of public facilities available in Huntington Park and evaluates community accessibility to these facilities.

Parks, Schools, and Cultural Centers

The availability of greenspace (parks, fields, open space) in proximity to housing can create opportunity for physical activity and social interaction (WHO 2016). Both physical activity and social interaction have been linked to improved health outcomes. Similarly, public schools and cultural centers provide opportunities for recreation and community engagement that are necessary to supplement the mental and physical health of residents. The city of Huntington Park provides residents with approximately 31 acres of total park space.

The following is a list of city parks and open space available to the residents of Huntington Park:

- Chesley Park
- Robert Keller Park
- Freedom Park
- Salt Lake Park
- Senior Citizen Park
- Skate Park
- Raul R. Perez Memorial Park

Schools can also support community health as they provide opportunities for the attending children to engage with their communities and participate in recreational activities during operating hours. The following is a list of public schools located within Huntington Park.

- Huntington Park Elementary School
- Huntington Park High School
- Pacific Boulevard School
- Linda Esperanza Marquez High School
- Hope Elementary School
- San Antonio Elementary School
- Miles Avenue Elementary School
- Gage Middle School
- Nimitz Middle School
- Middleton St. Elementary School
- Lucille Roybal-Allard Elementary School

Of all residents in Huntington Park, 13 percent live further than a half mile from a park. The California Statewide Park Program (Public Resources Code Section 5642) defines “critically underserved” communities as those communities having a ratio of less than 3 acres of parkland per 1,000 residents or is a disadvantaged community with insufficient or no park space and recreation facilities. According to the California Department of Parks and Recreation’s Park Access Tool, approximately 96 percent of residents in Huntington Park live in areas with less than 3 acres of parks or open space per 1,000 residents and are therefore critically underserved.

Figure 9 shows the distribution of parks and the park access per 1,000 residents throughout the Huntington Park planning area by census tract. As seen in Figure 9, a majority of census tracts in Huntington Park have less than 1 park acre per 1,000 residents. All but two census tracts in the planning area have less than three park acres per 1,000 resident and thus qualify as critically underserved. The single census tract with adequate access is Census Tract 33203 and Census Tract 34900.

Bike Lanes

Bike lanes are a public facility that enable residents of a community to access necessary resources without the availability of an automobile. In this way, bike lanes democratize transportation to allow for increased food access, increased opportunity for exercise (access to parks and open space), and improved connectivity to regional transit (Castillo 2019). According to the Healthy Places Index Tool, approximately 14.5 percent of workers (16+) in Huntington Park commute to work via active transportation (public transit, walking, or cycling). This is higher than the Los Angeles County measure of 9.01 percent. Commute patterns are often informed by residential vehicle access. Those who do not have access to a vehicle may be forced to resort to active transportation as a means of commuting. In Huntington Park, 12.8 percent of households do not have access to a vehicle. Huntington Park has a lower vehicle access rate than 87 percent of all other California cities (HPI 2022).

The City of Huntington Park encompasses a total area of 3 square miles. According to the Huntington Park Bicycle Master Plan, there are no bike paths, lanes, or routes within the City of Huntington Park. In addition, there are only two existing bicycle facilities within cities and communities adjacent to Huntington Park (City of Huntington Park 2014). The following bike facilities are located in communities adjacent to Huntington Park.

- Los Angeles River Trail – City of Vernon
- Southern Avenue Bike Trail – City of South Gate

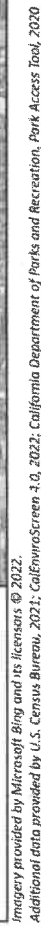
As of 2014, existing end of trip bicycle facilities within Huntington Park were limited to bike racks located at schools, parks, the civic center, and within commercial districts. Field observations performed within the city's Bicycle Master Plan showed that existing end of trip bicycle facilities were not heavily used when they were located within commercial districts due to poor visibility or inadequate security. According to the Southern California Association of Governments (SCAG), there are a number of Class I, Class II, and Class III bike lanes planned within the city of Huntington Park boundaries (SCAG 2019). These bike lanes are not currently in existence.

Public Transit

The availability of public transit within a geographic area can serve to improve resource accessibility for disadvantaged communities by ensuring that those residents without automobile access can maintain mobility (WHO 2016).

Huntington Park is served by two different transit providers: the city of Huntington Park and the Los Angeles County Metropolitan Transportation Authority (LA Metro). The city operates two local bus lines and a dial-a-ride service for Huntington Park residents through the HP Express local transit bus. LA Metro operates the regional bus lines that pass through the city across 11 bus lines and an extensive network of bus stops.

Figure 9 Access to Parks



LA Metro operates the following bus lines in the city of Huntington Park:

- **60.** Pacific Street
- **102.** Florence Avenue
- **108/358.** Slauson Avenue
- **110.** Gage
- **111/311.** Florence
- **251.** Slauson, Pacific, Florence
- **254.** Gage, Santa Fe
- **611.** Florence
- **612.** Florence
- **751.** Slauson, Pacific
- **760.** Pacific

The City of Huntington Park transit service details are described below based on transit type.

- **Dial-A-Ride.** The city operates a budget-friendly taxicab service that offers door-to-door transportation for eligible Huntington Park residents.
- **HP Express.** HP Express operates Monday through Friday between 6:00 a.m. and 6:30 p.m. and Saturdays between 8:00 a.m. and 5:30 p.m.

The existing public transportation system in Huntington Park is intended to provide adequate local and regional accessibility for those residents that cannot rely on automobile transportation. There are 43 existing HP Express bus stops across the city, with bus stop locations in a majority of city census tracts. The HP Express does not service census tracts outside of the city boundaries within the city's SOI. Free ridership on the HP Express is offered to seniors (62+), persons with disabilities, medicare cardholders, and children 4 years old and younger.

2.3 Food Access

Access to healthy food is a key determinant of positive health outcomes and quality of life. Historically, low-income communities have been disproportionately impacted by lack of food access. This inability to access nutritious food has been associated with, among several factors, lack of transportation resources, and a lack of local affordable and nutritious food sources (USDA 2019). Food access can be measured by food-insecurity and the presence of food deserts. It should be noted that the recent global impact from the Coronavirus Disease (COVID 19) is likely to have increased issues with food access and elevated the food insecurity rate in Huntington Park.

Food Insecurity

The U.S. Department of Agriculture (USDA) defines food insecurity as a lack of consistent access to enough food for an active, healthy life. The food insecurity rate in California is measured to be at 10 percent of the total population, with 72 percent of those food insecure people being eligible for the federal Supplemental Nutrition Assistance Program (Feeding America 2022). The city of Huntington Park is located within Los Angeles County. According to Feeding America, the food insecurity rate in the County is 10.7 percent, with approximately 1,079,900 people defined as food insecure (Feeding

America 2022). Of those who are classified as food insecure, 84 percent are considered eligible for the federal Supplemental Nutrition Assistance Program. These statistics reported for Los Angeles County are fairly consistent with the state measures.

The most recent data on food insecurity in Huntington Park is from the year 2015. The Los Angeles County Department of Public Health reported a food insecurity rate in Huntington Park of approximately 25 percent for the year 2015 (LADPH 2018). This city statistic is more than double the County and Statewide statistic for the same measure and indicates that food insecurity among the population of Huntington Park is a significant issue.

Food Deserts

“Food desert” refers to a census tract with a substantial share of residents who live in low-income areas that have low levels of access to a grocery store or a healthy, affordable food retail outlet (see, e.g., HR 4344 (July 1, 2021): proposed amendment to 42 USC Section 1769). The USDA maintains a Food Access Research Atlas that identifies food deserts by census tract within the United States. The USDA defines the food desert classification as low-income census tracts with a substantial number or share of residents with low levels of access to retail outlets selling healthy and affordable foods (USDA 2011). For the purposes of the Food Access Research Atlas, low-income and low-access census tracts are defined below:

- **Low-income.** A census tract with a poverty rate of 20 percent or greater, or median family income at or below 80 percent of the statewide or metropolitan area median family income.
- **Low-access.** A census tract with at least 500 people or 33 percent of the tract’s population living more than 1 mile (urban areas) or more than 10 miles (rural areas) from the nearest supermarket or grocery store.

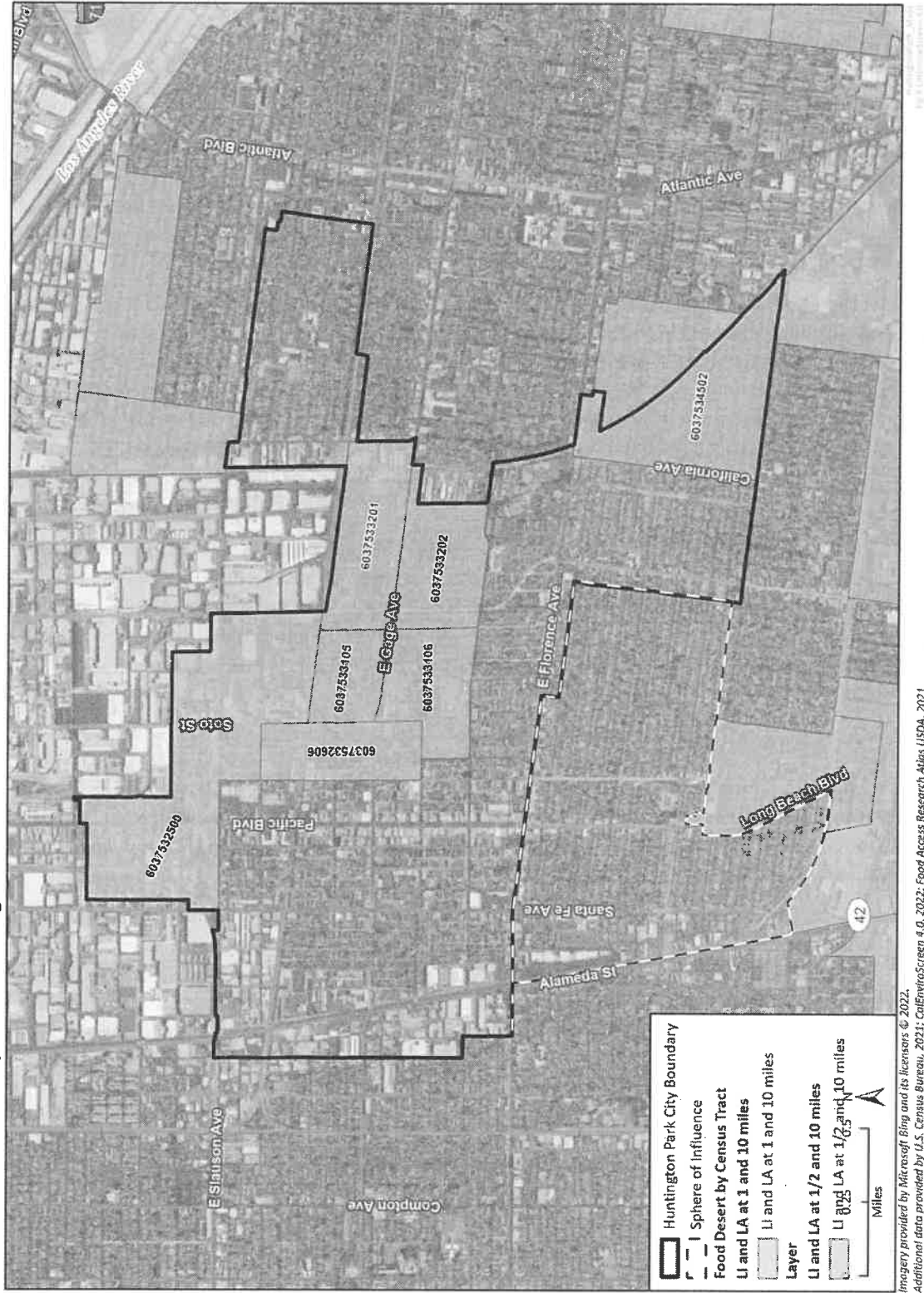
Figure 10 depicts the food desert layout for the city of Huntington Park. Based on the definitions above, there are no identified food deserts within the Huntington Park planning area. However, there are several communities that are classified as Low-income and Low-access at an impaired access distance of more than 0.5 mile from the nearest supermarket or grocery store. These census tracts are primarily located in the central portion of the city.

2.4 Safe and Sanitary Homes

Low-income residents may be financially incapable of maintaining their homes in a manner necessary to provide a healthy living environment (Krieger 2002). Poor housing conditions such as poor ventilation and substandard building materials/quality can result in mold generated through moisture, exposure to asbestos, and exposure to extreme climate variations (WHO 2016). Other factors that can contribute to unsafe housing conditions include landlord neglect and overcrowding. Low-income communities with limited opportunity to remove themselves from unsafe conditions may be forced to bear the health burden associated with an unsafe home (Krieger 2002).

Low-income households are disproportionately more likely to experience severe housing problems (Krieger 2002). These housing problems can include physical defects to a unit, overcrowded conditions, and housing cost burden. In Huntington Park, approximately 54 percent of all households reported one or more housing problems (AFFH Data Viewer 2022).

Figure 10 Food Desert Layout in Huntington Park



Cost Burden, Overcrowding, and Age of Housing Stock

Housing Cost Burden

Cost burden is defined by Title 24 Housing and Urban Development Code of Federal Regulations Section 91.5 as “[t]he extent to which gross housing costs, including utility costs, exceed 30 percent of gross income, based on data available from the U.S. Census Bureau.” Households spending a minimum of 30 percent of their total gross income on housing costs are considered cost burdened, whereas households spending over 50 percent on housing costs are considered severely cost burdened. According to the American Community Survey (ACS), 2015-2019 5-year estimates, 50 percent of all renter households in the United States are cost burdened (U.S. Census Bureau 2020).

CalEnviroScreen measures housing burden by census tract in California by identifying census tracts that are both high in housing cost burden and low in income. Figure 11 shows the CalEnviroScreen housing burden percentiles across Huntington Park. A majority of census tracts within the Huntington Park planning area scored above the 75th percentile for housing burden relative to all other California census tracts. Only two census tracts within the planning area scored below the 75th percentile: Census Tract 32606 (74th percentile) and Census Tract 34501 (21st percentile). Census Tract 34501, located in the south of the City, has a notably lower housing burden than the rest of the city.

Figure 12 depicts the percent of overpayment by renters in each census tract in the Huntington Park planning area. There is no notable geographic trend in overpayment by renters across census tracts within Huntington Park. Most census tracts score between the 40th and 80th percentiles. Only one census tract within the city’s planning area scored below the 40th percentile for the measure of overpayment by renters: Census Tract 34900. Census Tract 34900 is located outside of the city limits within the city’s southwestern SOI.

Age of Housing Stock

Housing age is an important indicator of a community’s housing condition. Like any other tangible asset, housing is subject to gradual physical or technological deterioration over time. In addition, older homes were often built using harmful home construction materials, some of which are now associated with increased risk of disease (Krieger 2002).

According to 2020 ACS 5-year estimates, there are a total of 14,621 occupied housing units within the city of Huntington Park. Of the total occupied housing units in the city, only 3 percent were built after the year 2000. Approximately 77 percent were built before the year 1980; most houses having been built before 1940. Huntington Park’s older housing stock suggests that housing units within the city may have quality issues related to the age of the structures.

Figure 11 Housing Burden in Huntington Park

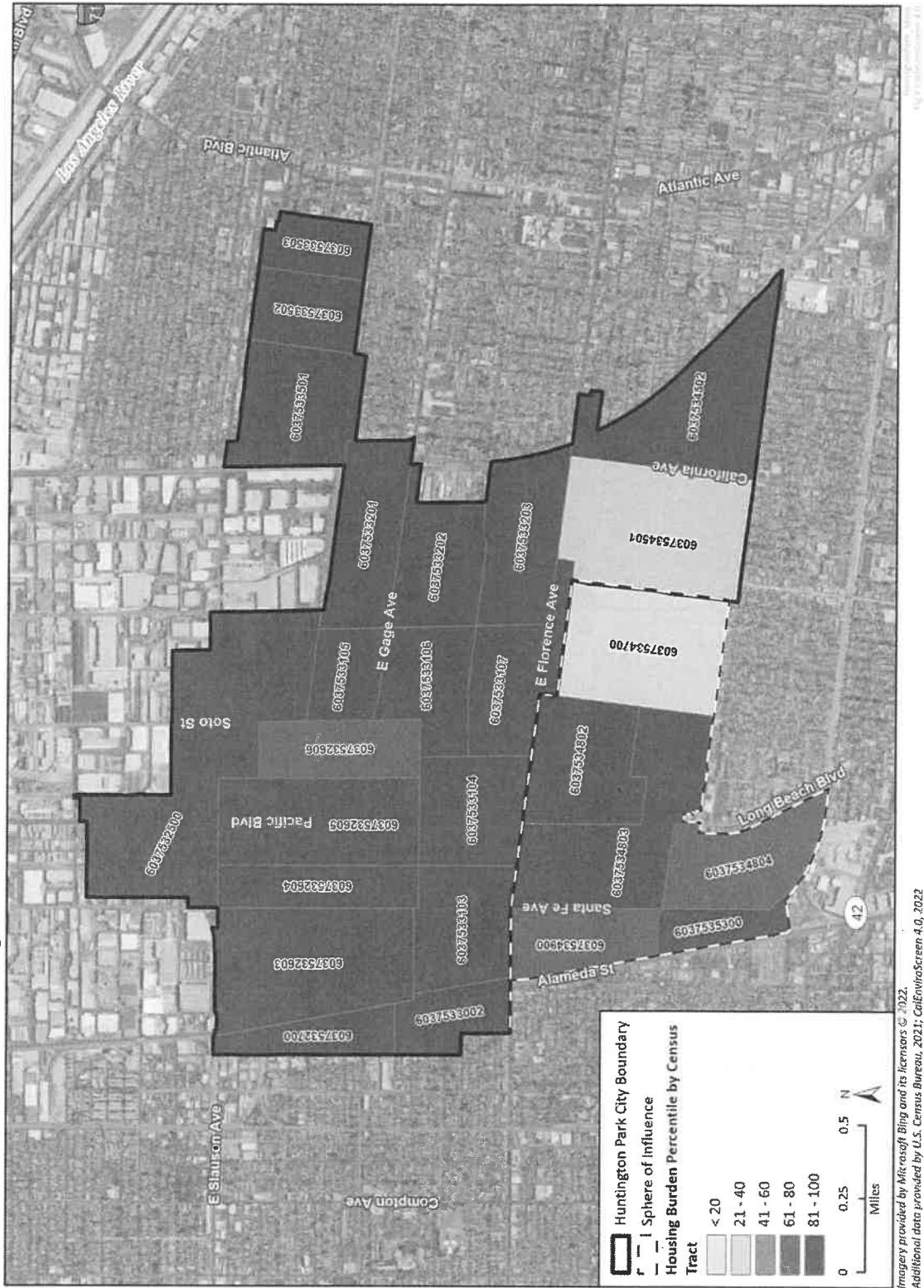
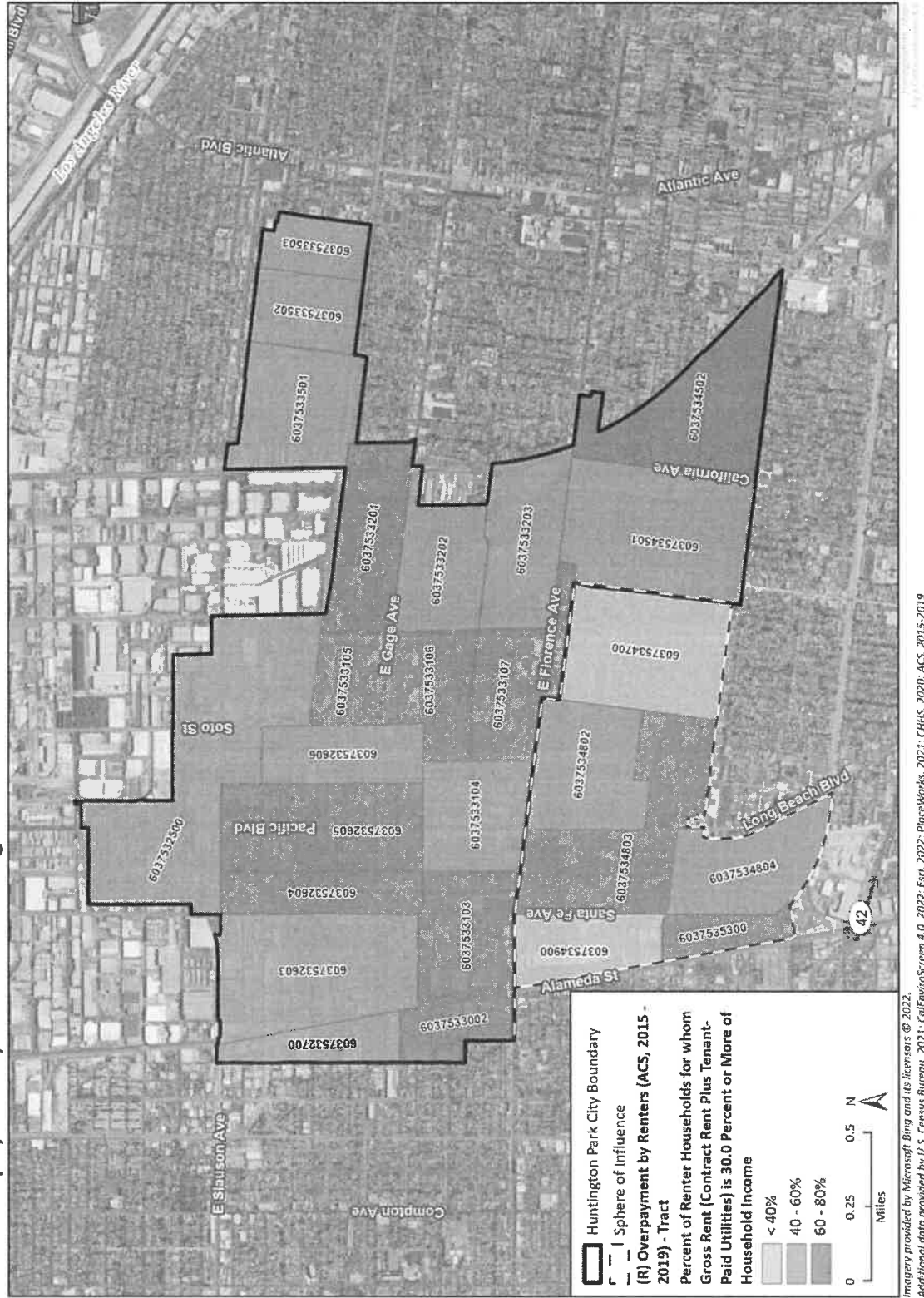


Figure 12 Overpayment by Renters in Huntington Park



Overcrowding

The U.S. Department of Housing and Urban Development (HUD) defines an overcrowded unit as one occupied by 1.01 persons or more per room (excluding bathrooms and kitchens) (HUD 2007). According to the 2020 ACS 5-Year Estimates, 34 percent of all occupied housing units in Huntington Park were considered overcrowded. For reference, the statewide overcrowding percentage was 8.2 percent, while the slightly higher percentage for Los Angeles County was 11.2 percent. The percentage of overcrowded units within Huntington Park is significantly higher than the statewide and County averages for the same measure.

Data at the census tract level indicates that all but one census tract in the planning area had a greater than 20 percent overcrowding rate. People with low income are more likely to live in overcrowded homes. Overcrowding increases risk of respiratory infections and activation of tuberculosis (Krieger, 2002). The presence of major overcrowding within Huntington Park may be a significant risk factor for poor health outcomes within the community.

2.5 Physical Activity

Lack of physical activity is associated with increased levels of chronic disease, including heart disease, diabetes, and obesity (Center for Disease Control and Prevention (CDC) 2022a). The environmental context within a community can serve to promote or discourage levels of physical activity for residents. Communities with adequate access to open space, nutritious food, and multimodal transportation are more hospitable to physical activity and are therefore more likely to have better health outcomes. Lower-income communities tend to have decreased access to those key contributors to physical activity, and thus may be disproportionately impacted by the negative results of physical inactivity (WHO 2016).

Access to resources including food access, transportation, and open space is addressed in Sections 2.2 and 2.3 of this report. This section assesses the physical fitness and health demographics associated with the city of Huntington Park.

Physical Fitness

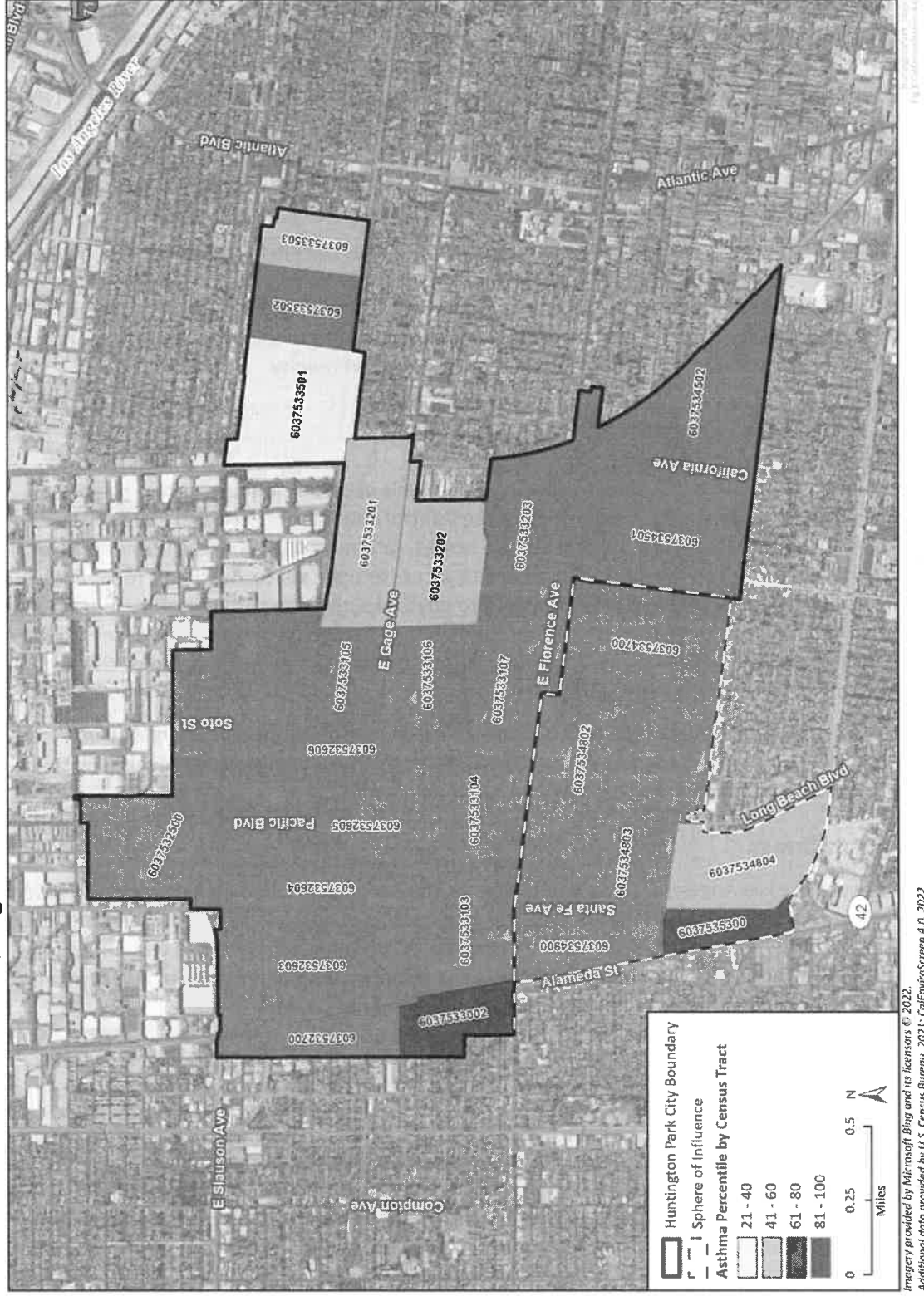
According to the Los Angeles County Health Survey, the percentage of adults (18 years and older) who met recommended guidelines for physical activity in Huntington Park was 28 percent. For Los Angeles County, the same measure of adults who met recommended guidelines was 48 percent (LCDPH 2018). The City of Huntington Park had a significantly lower percentage of adults meeting the recommended physical activity guidelines compared to the County.

Health Demographics

Asthma

In Huntington Park, 5 percent of children and teens were diagnosed with asthma in 2015. This local measure is 2 percent higher than the children and teen asthma rate for Los Angeles County (LADPH 2018). The rate of asthma visits (per 10,000 people) in the Huntington Park planning area varies significantly by census tract. Figure 13 depicts the CalEnviroScreen percentile scores for Asthma rates in the planning area relative to other California census tracts. A majority of census tracts in the planning area had an asthma percentile rate within the 60th to 70th percentile relative to all

Figure 13 Asthma Percentiles in Huntington Park



California census tracts. Census tracts located in the northeastern portion of the city had a notably lower percentile score for asthma compared to the broader city. Census tracts in Huntington Park's southwestern planning area scored the highest of all census tracts in the city, with three census tracts scoring above the 75th percentile (Census Tract 35300, Census Tract 33002, and Census Tract 34900). It should be noted that a significantly large portion of these three census tracts are located outside of the City's SOI.

Obesity

Obesity is a chronic disease associated with lack of physical activity and reduced life span. An environment hospitable to physical activity and healthy food access can reduce the likelihood of obesity within a community (WHO 2016). The reported prevalence of obesity among adults in Huntington Park was measured at 33.8 percent in 2019 (CDC 2019) and 30 percent in 2015. This data indicates an increase in obesity prevalence over a 4-year period. The obesity prevalence in Huntington Park in 2015 was higher than the County and State level for the same measure year of 24.3 percent and 24.2 percent, respectively (UCLA 2016).

Cardiovascular Disease Deaths

Lack of physical activity is associated with increase death related to cardiovascular disease (WHO 2016). Cardiovascular disease-related deaths include deaths due to heart disease and stroke. The cardiovascular disease deaths (per 100,000 population) in Los Angeles County were reported to be 204.8 in the year 2016 (Centers for Disease Control and Prevention 2021). This statistic is higher than the State average of 143.1 for the same year, indicating that health outcomes related to cardiovascular disease in Los Angeles County are significantly worse than State outcomes. The city of Huntington Park had a cardiovascular disease rate (per 100,000) of 198.2, indicating that Huntington Park had a higher rate of disease than the State measure but a lower rate than the County.

Within the city, the rate of cardiovascular disease (measured by the number of heart attacks per 10,000 people) did not vary significantly across census tracts. A vast majority of census tracts within Huntington Park had a significantly high percentile score for cardiovascular disease (75th percentile +) (CalEnviroScreen 4.0). This indicates that the identified heart attack ratio across census tracts in Huntington Park is consistently higher than 75 percent of census tracts in California. A large portion of census tracts in the planning area had a percentile score above the 90th percentile, indicating the severity of cardiovascular rates across the community.

2.6 Civic or Community Engagement

Equitable planning for a community involves a comprehensive approach to community engagement that enables all residents to participate in the local decision-making process. Senate Bill 1000 affirms that public agencies should develop future community engagement programs in a manner that strategically involves disadvantaged communities and other protected classes. By involving and engaging disadvantaged communities in decision-making processes, policymakers can effectively meet the needs of all residents within their jurisdiction.

Disadvantaged communities often have culturally or demographically specific needs that must be considered within local outreach strategy to ensure community success. These needs include, but are not limited to, language requirements, location requirements, and timing requirements. Public

agencies are encouraged by the State of California to accommodate the needs of all subgroups within their local community as a strategy for creating an equitable and environmentally just document.

Population by Age

Understanding the age demographics within a community is essential to the development of an engagement strategy that reaches a broad group of residents. Depending on the distribution of age across a population, different approaches to outreach and community interaction should be explored. Aging populations may be less hospitable to online engagement tools and/or evening civic meetings. While younger populations within a community may be less hospitable to traditional outreach methods (phone calls, newspaper outreach, etc.) and/or midday meetings. To develop an appropriate engagement strategy, public agencies should assess local age demographics to determine what approaches and tools would best meet community needs.

Table 6 shows the age demographics for census tracts within Huntington Park. The age layout across the city is relatively consistent with state population trends. There are no geographic patterns related to age layout in the planning area. In those census tracts with slightly higher populations of persons over 65 years of age, traditional engagement strategies can be coupled with novel tools to broaden the span of public engagement efforts. By utilizing traditional practices of engagement, such as telephone notification, elderly communities can remain connected and aware.

Linguistic Isolation

According to the U.S. Census Bureau, more than 40 percent of the population in California speak a language other than English at home. Households that are linguistically isolated are those households where no person over the age of 14 speaks English proficiently (Siegel, Martin, & Bruno 2001). For these households, standard community engagement strategies may not be sufficient for gathering input. Jurisdictions that contain a significant amount of linguistically isolated communities must ensure that these isolated communities are included within the engagement process. Engagement of linguistically isolated communities can be achieved through identification of predominant language demographics within a jurisdiction, translation of written materials to relevant languages, and inclusion of translation services at events and meetings.

The CalEnviroScreen linguistic isolation indicator measures the percentage of households in each census tract in which no one over 14 speaks English well. The language isolation percentages for the census tracts in Huntington Park are outlined below in Table 7 indicate that all census tracts within Huntington Park have a high rate of linguistic isolation. All census tracts in the planning area had a linguistic isolation percentile score above the 75th percentile, with many census tracts scoring above the 90th percentile. However, there is no notable geographic trend in linguistic isolation among census tracts in the planning area.

Across the city, the primary language spoken besides English was Spanish. Numerous census tracts within the planning area also had significant portions of the population who spoke Chinese and Tagalog. Integrating the local language context into community engagement strategies may support equitable and comprehensive planning processes within Huntington Park.

Table 6 Population Age Demographics (Huntington Park)


Census Tracts	Population Over 64 (%)	Population 10-64 (%)	Population <10 (%)
532500	7.65	76.9	15.45
532603	6.17	72.97	20.86
532604	10.48	74.92	14.6
532605	13.57	69.96	16.48
532606	12.44	71.96	15.6
532700	5.53	75.86	18.61
533002	7.13	71.61	21.26
533103	8.07	76.36	15.57
533104	12.57	69.72	17.71
533105	5.98	82.55	11.47
533106	15.7	71.2	13.1
533107	6.8	83.2	10.0
533201	19.2	70.5	10.2
533202	11.4	73.2	15.4
533203	16.2	74.5	9.3
533501	20.9	72.4	6.7
533502	15.7	72.9	11.5
533503	11.6	76.8	11.6
534501	8.42	79.12	12.46
534502	11.35	72.48	16.18
534802	12.4	75.48	12.12
534803	10.44	76.73	12.84
534804	9.05	76.69	14.27
534900	7.41	80.87	11.73
535300	6.68	76.35	16.97
534700	14.09	76.87	9.04
Locally Specific Disadvantaged Communities			
	LS-DACs		
Source: CalEnviroScreen, 2022			

Table 7 Linguistic Isolation (Huntington Park)

Census Tracts	Linguistic Isolation Percentage	Percentile Score
532500	28%	94
532603	26%	93
532604	25%	93
532605	35%	98
532606	41%	99
532700	23%	90
533002	24%	91
533103	27%	94
533104	45%	99
533105	26%	94
533106	18%	84
533107	28%	95
533201	25%	92
533202	25%	93
533203	34%	97
533501	25%	92
533502	24%	92
533503	28%	95
534501	18%	82
534502	14%	75
534802	22%	90
534803	31%	96
534804	26%	85
534900	20%	93
535300	19%	86
534700	25%	92
Locally Specific Disadvantaged Communities		
<input type="checkbox"/>	LS-DACs	
Source: CalEnviroScreen, 2022		

Income

The U.S. Census Bureau defines unemployed persons as those people who are 16 years of age or older, out of work and able to work, but not working. Stress from long-term unemployment can lead to chronic illnesses, such as heart disease, and can shorten a person's life (WHO 2016). Unemployment can be associated with the availability and location of resources within a community, including public transit access and automobile access.

According to the Employment Development Department (EDD), in 2021 the rate of unemployment in California was 7.5 percent. The rate of unemployment in Los Angeles County was above the state level at 8.9 percent. The rate of unemployment in Huntington Park is consistent with the County rate at 8.9 percent (EDD 2021). This indicates that unemployment in Huntington Park is higher than

the average unemployment for California. Table 8 shows the percentages of people in Huntington Park by census tracts who are unemployed and considered below the federal poverty level. A majority of the census tracts that had unemployment percentages that were above the 75th percentile of all California census tracts also qualified as LS-DACs. These LS-DAC census tracts are highlighted in the table below.

The U.S. Census Bureau determines the federal poverty level each year. The poverty level is based on household size and the age of family members. If a person or family's total income before taxes is less than the poverty level, the person or family are considered in poverty. In Los Angeles County, the poverty level was measured to be 20.8 percent for the year 2019 (Public Policy Institute of California 2022). In comparison, 21.6 percent of people in Huntington Park lived at or below the federal poverty line in 2021. (U.S. Census Bureau 2021). Numerous studies have found that people living in poverty are more likely than others to become ill from pollution (CalEnviroScreen 2022). Due to the high cost of living in California, CalEnviroScreen 4.0 calculates poverty percentages and percentiles based on those living twice below the federal poverty level. Table 8 depicts the CalEnviroScreen poverty percentage by census tract in Huntington Park. There are no identifiable geographic patterns related to poverty across Huntington Park.

Table 8 Poverty and Unemployment Rates

Census Tract	Poverty Percentage	Unemployment Percentage
532500	48.3	8.9
532603	59.9	7.1
532604	50.1	4.3
532605	65.7	9
532606	58.2	9
532700	68.9	11.1
533002	67.6	9.5
533103	65.1	2.7
533104	64.3	5.7
533105	69.8	9.4
533106	65.7	12.2
533107	64.7	9.7
533201	53.6	16.2
533202	45.2	8.9
533203	64.9	13
533501	54.8	8.9
533502	42.1	10.8
533503	50.2	7.4
534501	45.2	7.1
534502	44.3	5.8
534802	49.8	7.4
534803	49	4.8
534804	50.2	10.1
534900	39.7	10.9
535300	52.6	4.9
534700	36.5	5
Locally Specific Disadvantaged Communities		
<input type="checkbox"/>	LS-DACs	
Source: CalEnviroScreen 4.0, 2022		

3 Key Findings

This technical report makes the following key findings:

- All but one of the twenty-six census tracts in the Huntington Park planning area are considered designated disadvantaged communities (DACs) per CalEnviroScreen 4.0.
- Per the locally specific DAC (LS-DAC) criteria, fourteen census tracts in the Huntington Park planning area qualify as LS-DACs.
- Based on the combined methodologies and additional analysis for screening disadvantaged communities, all census tracts in Huntington Park qualify as disadvantaged.
- Only twelve census tracts within the Huntington Park planning area scored lower than the 75th percentile in CalEnviroScreen's pollution burden measure.
- LS-DACs in the Huntington Park planning area were disproportionately impacted by environmental effects indicators in comparison to all city census tracts.
- Housing Burden across the Huntington Park planning area was significantly high for a majority of census tracts.
- Park access across the Huntington Park planning area is fairly limited, with a majority of census tracts being classified as significantly underserved.
- Bike connectivity and opportunities for active transportation are fairly limited within the planning area.
- Local impacts from hazardous waste tend to be focused in the northern and western peripheries of the planning area. A majority of the census tracts that scored high hazardous waste percentiles are designated LS-DACs.
- All census tracts across the planning area (including LS-DACs) are largely associated with elevated Lead, Toxic Release, PM 2.5, and Diesel PM compared to the other indicators.
- Geographically, areas located on the peripheries of the planning area had the highest levels of DPM. This trend is likely due to the location of major inter-city roadways along the edges of the planning area.
- The Los Angeles County Department of Public Health reported a food insecurity rate in Huntington Park of approximately 25 percent for the year 2015 (LADPH 2018). This city statistic is more than double the County and Statewide statistic for the same measure.
- According to the 2020 ACS 5-Year Estimates, 34 percent of all occupied housing units in Huntington Park were considered overcrowded. All but one census tract in the planning area had a greater than 20 percent overcrowding rate.
- Of the total occupied housing units in the city, only 3 percent were built after the year 2000. Approximately 77 percent were built before the year 1980; most houses having been built before 1940.
- A majority of census tracts had a percentile score of 0 for a measure of impacted water bodies. However, five census tracts in the planning area had a 66th percentile score. These census tracts are primarily located in the northeastern portion of the planning area. Of the five census tracts with elevated scores, three are LS-DACs.
- Impacts from groundwater threats vary greatly across Huntington Park census tracts, ranging from the 10th percentile to the 90th percentile. Census tracts with the highest percentile scores

**City of Huntington Park
General Plan**

for groundwater threats are also designated LS-DAC census tracts. Many LS-DAC census tracts have groundwater threat percentile scores in the 75th percentile and above.

- Impacts from cleanup sites vary greatly across the city planning area. The highest percentiles for this indicator are located along the boundaries of the city's planning area. LS-DACs have the highest cleanup site percentile scores in Huntington Park.
- Areas in the northwestern and southeastern portions of the planning area tend to have higher solid waste percentile scores than all other census tracts. These tracts with elevated solid waste percentiles are fairly consistent with the identified LS-DAC census tracts.
- Lead exposure levels across the Huntington Park planning area are significantly elevated with percentile scores ranging from the 79th percentile to the 100th percentile. There is no identifiable trend in the percentile scores for lead in relation to LS-DACs.
- CalEnviroScreen scores indicate that Huntington Park has a disparity in the presence of Diesel PM (DPM) across census tracts. Some census tracts within the city scored between the 30th and 60th percentiles, while others scored notably high in the 80th percentile. There is no clear relationship between the LS-DACs and levels of DPM across the planning area. Geographically, areas located on the peripheries of the planning area had the highest levels of DPM. This trend is likely due to the location of major inter-city roadways along the edges of the planning area.
- CalEnviroScreen scores indicate a high PM 2.5 presence in Huntington Park relative to other California census tracts, with all census tracts scoring within the 80th percentile. There is no clear relationship between the levels of PM 2.5 and LS-DACs in the planning area. All census tracts had consistently elevated percentile scores in the 80th percentiles.

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ATTACHMENT "B"

Environmental Justice Element – CEQA Exemption

Section 15061 Common Sense Exemption

prepared by

City of Huntington Park

prepared with the assistance of

Rincon Consultants, Inc.

250 East 1st Street, Suite 1400

Los Angeles, CA 90012

October 2022

Technical Memorandum

INTRODUCTION

This report serves as the technical documentation of an environmental analysis performed by Rincon Consultants, Inc. for the City of Huntington Park Environmental Justice (EJ) Element (“the Project”). California Government Code Section 65302 emphasized the role of environmental justice in urban planning and requires all cities to adopt an EJ element or EJ policies as part of their General Plans. To inform policies and programs related to environmental justice, public agencies must assess the existing environmental justice context for their jurisdiction.

The intent of the analysis below is to document whether the project is eligible for an environmental document preparation exemption under the California Environmental Quality Act (CEQA). The report provides an introduction, project description, and evaluation of the Project’s consistency with the requirements of an exemption.

This technical documentation was prepared to present: 1) the findings resulting from the CEQA compliance review, as described below; and 2) the recommendations concerning the appropriate CEQA compliance documentation.

CEQA COMPLIANCE/CEQA EXEMPTION

Once it has been determined that an activity is a project subject to CEQA, it is then determined whether the project is exempt from CEQA. Pursuant to State CEQA Guidelines §15061, a project is exempt from CEQA if:

1. The project is exempt by statute (see State CEQA Guidelines Article 18, commencing with §15260).
2. The project is exempt pursuant to a Categorical Exemption (CE) (see State CEQA Guidelines Article 19, commencing with §15300) and the application of that CE is not barred by one of the exceptions set forth in State CEQA Guidelines §15300.2.
3. The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
4. The project will be rejected or disapproved by a public agency.
5. The project is exempt pursuant to the provisions of Article 12.5 - Exemptions for Agricultural Housing, Affordable Housing, and Residential Infill Projects.

PROJECT DESCRIPTION

Background

Environmental Justice is a concept focused on addressing the systemic determinants of the unequal environmental burden placed on disadvantaged communities, especially minority populations. Efforts towards environmental justice have aimed to improve the status of disadvantaged communities through effective planning and policy decisions. In California, the Planning for Healthy Communities Act of 2016 (Senate Bill 1000) was established to address the role of environmental

justice in local and regional planning practice. Formally, California law defines “environmental justice” as the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies (Government Code Section 65040.12, subd. (e)). Through Senate Bill 1000, jurisdictions are now required to identify environmental justice communities (called “disadvantaged communities”) within their planning area and incorporate environmental justice into their general plans.

Defining Disadvantaged Communities

Senate Bill 535 defines disadvantaged communities as areas disproportionately affected by environmental pollution and other hazards that can lead to negative public health effects, exposure, or environmental degradation and/or areas with concentrations of people that are of low-income, high unemployment, low levels of home ownership, high rent burden, sensitive populations, or low levels of educational attainment. To define local disadvantaged communities, the City used the two methods recommended by the state Office of Planning and Research: the CalEnviroScreen tool to identify CalEPA-designated disadvantaged communities, as well as a locally specific methodology to further screen for disadvantaged areas, which defined a DAC as a low-income census tract that also has a high pollution burden relative to all other census tracts in the city.

Findings Concerning CEQA Compliance / CEQA Exemption

Exemption Justification Under Common Sense Exemption

The Project is exempt under State CEQA Guidelines §15061(b)(3) common sense exemption, since the Project involves policies, programs, and actions to address environmental justice that would not cause a significant effect on the environment.¹ These policies promote the creation of safe and healthy communities with the goal of improving the living and physical environment. The proposed addition of new text and maps provides guidance on how to address EJ, and does not implement any specific project, action, or funding.

Further, statutory exemption under Section 15282(s) deems a project exempt from CEQA review if it is an action necessary to bring a general plan or relevant mandatory element of the general plan into compliance pursuant to a court order as set forth in Section 65759 of the Government Code. The City’s lack of an adopted EJ Element is the subject of a lawsuit and associated court order, and the adoption of the revised General Plan Amendment, which now required the preparation of an EJ Element, are state-mandated updates that qualify for this exemption.

The adoption of the EJ Element is also exempt under Section 15061, as it can be seen with certainty that there is no possibility that the adoption of the EJ Element may have a significant effect on the environment since no physical development is proposed at this time and as part of the EJ Element.

Based on these factors, it can be seen with certainty that there is no possibility that the proposed EJ Element would have a significant effect on the environment; therefore, the newly prepared EJ Element is exempt from CEQA under the common sense exemption and no further analysis is warranted.

¹ As defined by Section 15382 of the State CEQA Guidelines, a significant effect on the environment means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. It should be noted that an economic or social change by itself shall not be considered a significant effect on the environment.

Policy and Program Analysis in Support of Findings

As is evidenced by the discussions presented above and in the Draft Environmental Justice Element dated October 14, 2022, the Project qualifies as being exempt from CEQA under the common sense exemption. Moreover, the Project is not barred from the application of a CE, pursuant to State CEQA Guidelines §15300.2. Therefore, it has been determined that the Project would not have a significant effect on the environment and an exemption is the appropriate CEQA documentation.

ATTACHMENT C

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

- A. The Community Development Director (CDD) prepared a new Environmental Justice Element to the Huntington Park General Plan (the "Environmental Justice Element" or "Project"). Because of its volume, the Environmental Justice Element is available for public review at (<https://www.hpca.gov/>). While not attached to this Resolution as an exhibit, the Project is nevertheless incorporated by reference as if fully set forth herein;
- B. In addition, the CDD reviewed the Project's environmental impacts under the California Environmental Quality Act and the project is exempt based on "The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA".
- C. The CDD completed review and scheduled a public hearing regarding the Project before the City Council for November 15, 2022. Notice of the public hearing was posted and mailed as required by the HPMC;
- D. On November 15, 2022, the City Council opened the public hearing to receive public testimony and other evidence regarding the proposed Project including, without limitation, information provided to the City Council by City staff and public testimony, and representatives of the Applicant;
- E. This Resolution and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City Council at its November 15, 2022, public hearing including, without limitation, the staff report submitted by the CDD.

- A. As noted comprehensively within the Project, the City solicited public input for completing the Project over a period of 6 months;
- B. The City is in the process of updating the Housing and Safety and Environmental Justice Elements of the Huntington Park General Plan.

- 1 California law requires the City to prepare and maintain an Environmental
2 Justice Element or to incorporate environmental justice-related goals,
3 policies, and implementation programs in the General Plan's other elements;
4 C. The City drafted an Environmental Justice Element incorporating
5 environmental justice-related goals, policies, and implementation programs in
6 the Huntington Park General Plan;
7 D. The Environmental Justice Element is consistent with the provisions of the
8 Huntington Park General Plan and is in compliance with applicable
9 requirements of California law;

10 **SECTION 3.** *Environmental Assessment.* The findings and conclusions of
11 Resolution No. 2022-39, adopted November 15, 2022, are incorporated by
12 reference. As set forth in that Resolution, the Addendum fully analyzes the
13 environmental impacts of the Project for purposes of CEQA.

14 **SECTION 4.** *Approval.* The City Council approves the Environmental Justice
15 Element to the Huntington Park General Plan.

16 **SECTION 5.** *Reliance on Record.* Each and every one of the findings and
17 determinations in this Resolution are based on the competent and substantial
18 evidence, both oral and written, contained in the entire record relating to the
19 project. The findings and determinations constitute the independent findings and
20 determinations of the City Council in all respects and are fully and completely
21 supported by substantial evidence in the record as a whole.

22 **SECTION 6.** *Limitations.* The City Council's analysis and evaluation of the project
23 is based on the best information currently available. It is inevitable that in
24 evaluating a project that absolute and perfect knowledge of all possible aspect of
25 the project will not exist. One of the major limitations on analysis of the project is
26 the City Council's lack of knowledge of future events. In all instances, best efforts
27 have been made to form accurate assumptions. Somewhat related to this are the
28 limitations of the City's ability to solve what are in effect regional, state, and
national problems and issues. The City must work within the political framework
within which it exists and with the limitations inherent in that framework.

SECTION 7. *Summaries of Information.* All summaries of information in the
findings, which precede this section, are based on the substantial evidence in the
record. The absence of any particular fact from any such summary is not an
indication that a particular finding is not based in part on that fact.

SECTION 8. This Resolution will remain effective until superseded by a
subsequent resolution.

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PASSED, APPROVED AND ADOPTED this 15th day of November 2022.

Eduardo Martinez,
Mayor

ATTEST:

Eduardo Sarmiento,
City Clerk

ATTACHMENT D

City of Huntington Park
City Council
**Environmental Justice
Element Update**

November 15, 2022

1

Agenda

- What is Environmental Justice?
- Element Process Review
- Key Findings & Program Highlights
- Conclusion

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What is Environmental Justice?

- The State of California defines Environmental Justice (EJ) as:

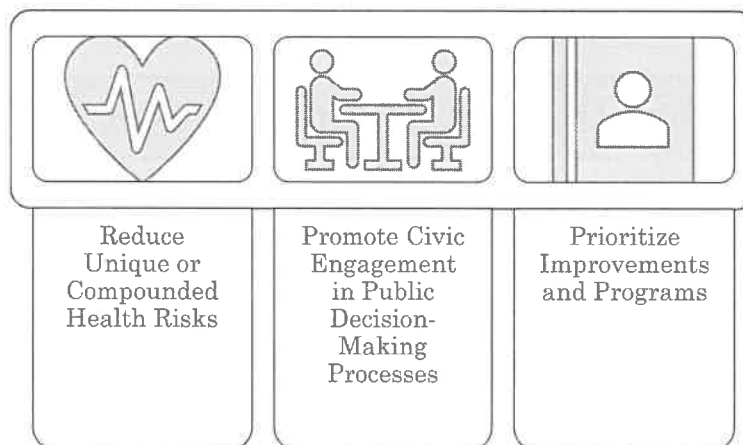
“The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to development, implementation and enforcement of environmental laws, regulations and policies.”

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Environmental Justice Element

- Per Senate Bill 1000 (2016), the City's Environmental Justice Element will define goals and policies for disadvantaged communities in Huntington Park to:

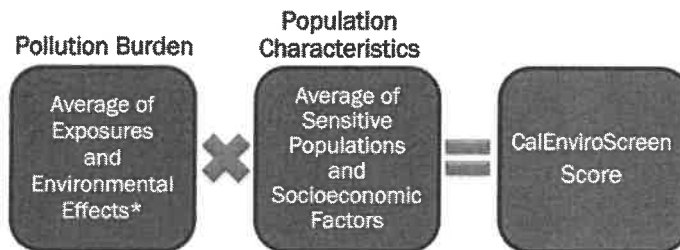


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What is a “Disadvantaged Community”?

- The term Disadvantaged Community refers to any community that lacks necessary resources and/or is faced with any exceptional health, economic or environmental burden.
- The California Environmental Protection Agency (CalEPA) uses the CalEnviroScreen tool to identify disadvantaged census tracts throughout California.

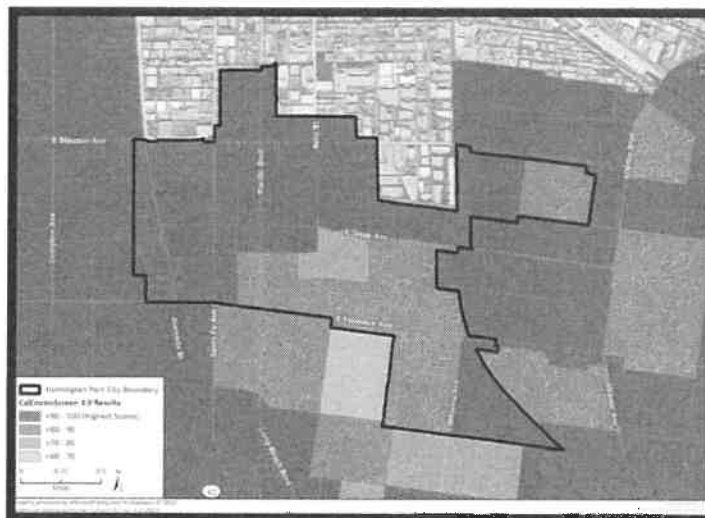


*The Environmental Effects component is weighted one-half when combined with the Exposures component.

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Local “Disadvantaged Communities”



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Environmental Justice Element Review

Policies are arranged by the following topics:

Pollution and
Air Quality

Public Facilities
and
Accessibility

Food Access

Safe and
Sanitary Homes

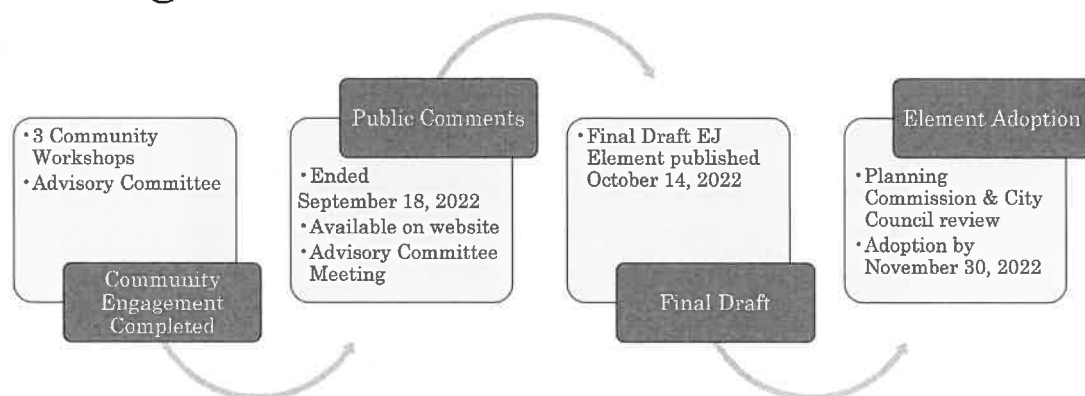
Physical
Activity and
Community
Health

Civic
Engagement

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Environmental Justice Element Progress



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Key Findings



- Lead exposure levels across the Huntington Park planning area are significantly elevated
- Large percent of all occupied housing units in Huntington Park were considered overcrowded
- Elevated levels of food insecurity compared to LA County and Statewide average
- Pollutants of concern across the City: Lead, Toxic Release from Facilities, PM 2.5, and Diesel PM
- Areas located on the peripheries of the planning area had the highest levels of Diesel PM

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Program Highlights

- Establishment of a permanent Environmental Justice Advisory Committee
- Pursuing funding for expansion of local public transit
- Development of new community gardens and farmer's markets
- Establishment of pollution-remediating vegetative barriers along major roadways
- Support for improved air filtration in buildings
- Limitations on truck idling and a formal designation of truck routes

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Program Highlights

- Housing Element programs to reduce overcrowding, expand tenant's rights programs, and improve housing conditions
- Public transparency about heightened local asthma risk and local air quality concerns
- Urban greening, open space, and active transportation initiatives
- Establishment of City-led nutritional education programs
- City-led informative workshop series to develop neighborhood plans
- Development of an Industrial Pollution Task Force

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Thank you!

Project Webpage:
www.huntingtonparkgpupdates.com

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