

CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

Tuesday, February 7, 2023

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. RECOGNITION OF LOCAL RESTAURANTS FOR SENIOR MEALS
2. RECOGNITION OF PARENT VOLUNTEERS FOR CONTRIBUTIONS IN OPENING OF LUCILLE ROYBAL ELEMENTARY

PUBLIC COMMENT

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

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

CITY CLERK

1. CITY COUNCIL MEETING MINUTES

RECOMMENDED THAT CITY COUNCIL:

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

1. Regular City Council Meeting held January 17, 2023

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated February 7, 2023;

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2022-01 SB1 SLURRY SEAL PROJECT FY 2022-23

RECOMMENDED THAT CITY COUNCIL:

1. Award the construction contract to All American Asphalt for the construction of CIP 2022-01 SB1 Slurry Seal Project FY 2022-23 as the lowest responsive, responsible bidder for a not-to-exceed amount of \$561,540;
2. Appropriate \$561,540 from Account No. 111-8010-431.76-32;
3. Appropriate a ten percent (10%) construction contingency of \$56,154 payable from Account No. 111-0000.206.00-00; and
4. Authorize the City Manager to execute the construction contract agreement.

4. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF NEW PLAYGROUNDS AT SALT LAKE AND FREEDOM PARKS

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified architectural/engineering firms for the preparation of Plans, Specifications and Estimate of new playgrounds as part of CIP 2022-03 Salt Lake Park and CIP 2022-06 Freedom Park.

5. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED CONTRACTORS TO RESURFACE THE BASKETBALL COURTS AS PART OF CIP 2022-05 SALT LAKE PARK BASKETBALL COURT

RECOMMENDED THAT CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Authorize staff to proceed with the advertisement of the Request for Proposal (RFP).

6. CONSIDERATION AND APPROVAL TO SUBMIT A FUNDING APPLICATION FOR TWO ELECTRIC BUS SHUTTLES TO THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to submit a funding application for two bus shuttles to the South Coast Air Quality Management District; and
2. Authorize the City Manager to sign all applicable documents.

7. ADOPTION OF RESOLUTION APPROVING A RENEWAL OF THE GENERAL SERVICES AGREEMENT WITH LOS ANGELES COUNTY

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution approving the renewal of the City General Services Agreement with the County of Los Angeles for a period ending June 30, 2028; and
2. Authorize the Mayor to execute the agreement.

FINANCE

8. CONSIDERATION AND APPROVAL OF THE SPENDING AUTHORIZATION PLAN AND SPENDING APPROPRIATIONS RESOLUTION FOR FISCAL YEAR 2022-23

RECOMMENDED THAT CITY COUNCIL:

1. Retitle the Mid-Year Budget Review staff report, continued by Council from the January 17, 2023 agenda, now titled as the Spending Authorization Plan request.
2. Approve the FY 2022-23 Spending Authorization Plan document.
3. Adopt a Resolution authorizing the appropriations requested in the Spending Appropriations request for FY 2022-23.

CITY CLERK

9. CONSIDERATION AND ADOPTION OF RESOLUTION AND RETENTION SCHEDULES

RECOMMENDED THAT CITY COUNCIL:

1. Adopt a Resolution and Records Retention Schedules.

10. COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS

RECOMMENDED THAT CITY COUNCIL:

1. Make appointments and/or re-appointments to various commissions consistent with provisions set forth in Resolution No. 2015-19 and Ordinance 939-NS.

PARKS AND RECREATION

11. CONSIDERATION AND APPROVAL OF FACILITY RENTAL PERMIT AND FEE WAIVER REQUEST BY GENERAL FEDERATION OF WOMEN'S CLUB OF HUNTINGTON PARK'S FOR THE INTERNATIONAL WOMEN'S MONTH & SCHOLARSHIP LUNCHEON

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Facility Rental Permit for the General Federation of Women's Club of Huntington Parks for the International Women's Month event on March 11, 2023 and the Scholarship Luncheon on June 24, 2023; and
2. Consider approving the Parks and Recreation Commission recommendation on the fee waiver and;

12. CONSIDERATION AND APPROVAL OF AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR PRODUCTION SERVICES WITH PAGEANTRY PARADES TO PLAN AND PRODUCE THE CITY OF HUNTINGTON PARK'S 2023 AND 2024 HOLIDAY PARADES

RECOMMENDED THAT CITY COUNCIL:

1. Approve authorization of Pageantry Parades as a sole source, in the amount of \$33,100 for the Annual Holiday Parade Production of 2023 and 2024; and
2. Authorize City Manager to enter into a 2-year agreement with Pageantry Parades to complete the Holiday Parade Production for 2023 and 2024.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Karina Macias

Council Member Arturo Flores

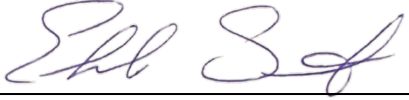
Vice Mayor Marilyn Sanabria

Mayor Eduardo "Eddie" Martinez

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, February 21, 2023 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 4th day of February 2023.

A handwritten signature in blue ink, appearing to read 'Eduardo Sarmiento', is written over a horizontal line.

Eduardo Sarmiento, City Clerk

ITEM NO. 1

MINUTES

Meeting of the City of Huntington Park City Council Tuesday, January 17, 2023

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 6:00 p.m. on Tuesday, December 20, 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 Marilyn 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.

INVOCATION

Invocation was led by Mayor Martinez.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Sanabria.

PRESENTATION(S)

Prior to starting the presentation portion of the meeting Mayor Martinez requested a motion to add a presentation item to the agenda titled Certificate of recognition to Aircraft X-Ray for 2022 CWEA Facility of the Year Award.

MOTION: Councilmember Sanabria moved to add a presentation item to the agenda titled Certificate of recognition to Aircraft X-Ray for 2022 CWEA Facility of the Year Award seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

1. **NATIONAL HUMAN TRAFFICKING PREVENTION MONTH**
2. **NATIONAL EYE CARE MONTH**

3. CERTIFICATE OF RECOGNITION TO AIRCRAFT X-RAY FOR 2022 CWEA FACILITY OF THE YEAR AWARD

PUBLIC COMMENTS

The following members of the public provided public comment:

1. Malik Tariq spoke regarding a non-agenda item related to justice and peace.
2. Capiz Baldomero spoke regarding a non-agenda item related to increased cost of living, Huntington Parks Senior income assistance program, and increased cost of housing and rents.
3. Nancy Juarez spoke on the need for additional community resources.
4. Francisco Rivera spoke regarding a non-agenda item related to Huntington Park Police Department. He expressed his gratitude for their hard work.
5. Juan Briseno spoke regarding a non-agenda item related to the street repairs and improvements conducted around the city. He expressed his concerns about the quality of work and a need for additional traffic calming measures on certain streets. He also mentioned the need for more Police Officers and the issue with limited parking around the city.
6. Maria Adan submitted a written public comment related to the unhoused that frequent the alley on 58th street.

STAFF RESPONSE

City Manager Ricardo Reyes responded to public comments made regarding resources in place to address the unhoused and increased cost of living concerns. He then elaborated on some of the resources and efforts being made to address concerns expressed during public comment. Inner City Visions is a non-profit organization that collaborates with both city staff and police officers to assist in contacting the unhoused to provide resources and housing. Fair Housing Foundation is also a non-profit organization that provides resources and advocacy support for Huntington Park residents related to housing costs, and owner/tenant rights. City Manager Reyes then addressed the concerns related to street improvement and shared information regarding federal funding that is being allocated to the improvement and repairing of streets around Huntington Park. He closed by stating that the 58th street alley continues to be addressed by staff, Inner City Visions, and the police department. He then asked Police Chief Cosme Lozano if he had any additional detail he can add as to the police departments efforts.

Police Chief Cosme Lozano emphasized the need to continue the collaborative effort of staff, Inner City Visions and the police department in order to address resident's concerns related to the unhoused. He added that the police department is aware of the situation and continues to allocate police staff to the impacted area. He then asked Police Captain Alfred Martinez to provide some updates related to those impacted areas.

Captain Alfred Martinez shared that efforts have been made and will continue to communicate with affected residents in the area, but presently no resident has responded to request for a meeting with the police department. He added that he personally has patrolled the alley but did not witness any of the activity mentioned during public comment. He closed by encouraging residents to report any illegal or suspicious activity to the police department to respond accordingly.

Chief Lozano added additional insight as to the officer deployment in Huntington Park

and the prioritization system the police department utilizes.

CLOSED SESSION

City Attorney Araceli Almazan stated that it is appropriate to recess to closed session. Mayor Martinez recessed into closed session at 6:45 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Annette Morasch v. City of Huntington Park
Los Angeles Superior Case No. 21STCP02084

Mayor Martinez reconvened the Council meeting from Closed Session at 7:15 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Almazan reported that the record should reflect that with all five Councilmembers present, both items on the closed session agenda were discussed. With regard to item number one (1) on the closed session agenda, Council was briefed but no final action was taken. With regard to item two (2) of the closed session agenda Council was briefed, direction was provided, but no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

MOTION: Vice Mayor Sanabria moved to approve the consent calendar, seconded by Councilmember Macias.

Prior to the roll call vote, Councilmember Ortiz made a friendly amendment to remove the Successor Agency meeting minutes from the consent calendar and directed they be placed on future Successor Agency meeting agenda as the City Council is not the appropriate body to approve the Successor Agency meeting minutes.

AMENDED MOTION: Vice Mayor Sanabria agreed to the friendly amendment by Councilmember Ortiz and moved to approve the consent calendar with the removal of the Successor Agency meeting minutes from the consent calendar and directed they be placed on future Successor Agency meeting agenda, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

1. CITY COUNCIL MEETING MINTUES

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

1. Regular Successor Agency held December 20, 2022 (Removed to for approval at a future Successor Agency meeting.
2. Regular City Council Meeting held December 20, 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

1. Approve Accounts Payable and Payroll Warrant(s) dated January 3, 2023;
2. Approve Accounts Payable and Payroll Warrant(s) dated January 17, 2023

END OF CONSENT CALENDAR

REGULAR AGENDA

POLICE DEPARTMENT

4. APPROVE FY 2022-23 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AGREEMENT AND ACCEPT GRANT FUNDING

RECOMMENDED THAT CITY COUNCIL:

MOTION: Vice Mayor Sanabria moved to approve and accept funding for the Police Department provided by the State of California Office of Traffic Safety (OTS) through the Selective Traffic Enforcement Program (STEP), totaling \$50,000 for FY 2022-23; and authorize the City Manager to execute the Standard Agreement for Selective Traffic Enforcement Program (STEP) between the City of Huntington Park and the State of California Office of Traffic Safety (OTS); and authorize estimated revenues and approve a budget appropriation in the amount of \$50,000 to the respective accounts detailed in the fiscal impact section of this report; and authorize the Chief of Police to execute the work and objectives outlined in the agreement, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

PARKS AND RECREATION

5. RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DODGERS DREAMTEAM PROGRAM GRANT FROM THE LOS ANGELES DODGERS FOUNDATION FOR THE 2023 BASEBALL AND SOFTBALL SEASON AT SALT LAKE PARK.

MOTION: Vice Mayor Sanabria moved to adopt a Resolution authorizing the acceptance of the Dodgers Dream Team Grant from the Los Angeles Dodgers Foundation for the 2023 Baseball season at Salt Lake Park; and authorize the City Manager to execute all related grant documents, seconded by Councilmember Macias. 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 AN AGREEMENT WITH ROSS DRESS FOR LESS, INC.

MOTION: Councilmember Macias moved to approve an Agreement with Ross Dress For Less LLC; and authorize the City Manager to negotiate and execute the final terms of the agreement, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

At the conclusion of item six (6) Councilmember Ortiz stepped away from the dais.

7. 2023 CONTRACT FOR GA TECHNICAL SERVICES TO PROVIDE MAINTENANCE SERVICES TO THE T2 SYSTEMS PARKING MACHINES LOCATED ON PACIFIC BOULEVARD

MOTION: Vice Mayor Sanabria moved to Approve a 1-year sole source maintenance contract with GA Technical Services to maintain the T2 Parking System, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

8. AUTHORIZATION TO OPEN THE RITA PARKING STRUCTURE FOR PUBLIC PARKING

MOTION: Councilmember Ortiz moved to authorize City staff to reopen the Rita Parking structure for a period of 90 days and evaluate parking use, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

9. CONSIDERATION AND APPROVAL TO PROVIDE A THREE (3) YEAR CONTRACT EXTENSION TO GLOBAL URBAN STRATEGIES, INC. FOR PROFESSIONAL SERVICES RELATED TO CALHOME GRANT ADMINISTRATION

MOTION: Vice Mayor Sanabria moved to authorize a three (3) year extension for professional services related to the CalHome grant administration; and authorize the City Manager to execute the extension agreement, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

FINANCE

10. CONSIDERATION AND APPROVAL OF THE MID-YEAR BUDGET REVIEW AND SPENDING APPROPRIATIONS RESOLUTION FOR FISCAL YEAR 2022-23

MOTION: Councilmember Ortiz moved to continue the item to the February 7, 2023 regular meeting, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

11. RECONSTRUCTION OF ACCOUNTING RECORDS (ROAR CIP PROJECT #2022-08)

MOTION: Vice Mayor Sanabria moved to approve creation of CIP Project #2022-08 titled "ROAR" (Reconstruction of Accounting Records) and add it to the CIP Budget schedule; and authorize the City Manager to enter into contract with an appropriate CPA / consulting firm on "sole source" basis, due to specialized expertise and voluminous effort to reconstruct delinquent accounting, bank reconciliations, and to perform all accounting work, subsidiary ledgers, and audit schedules. The deliverables expected from consultant includes a month-by-month closing of the books, reconciliation of cash, and the ultimate preparation of a final year-end June 30th Trial Balance along with all PBCs (Provided by Client schedules), to facilitate

the work of the City's independent auditors to ensure a "turn-key" closing of the books to obtain clean Audit Opinion Letter for each of the four fiscal years, to achieve the **City Manager and City Council priority of completing this Reconstruction of Accounting Records (ROAR) CIP Project in 12 to 13 months**, 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

12. WAIVE FURTHER READING AND ADOPT RESOLUTION RECITING THE FACTS OF THE CONSOLIDATED MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022

MOTION: Vice Mayor Sanabria moved to adopt a Resolution reciting the facts of the Consolidated Municipal Election Held on November 8, 2022, Declaring the Results thereof as Provided by Law, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

PUBLIC WORKS

13. CONSIDERATION TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014) AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

MOTION: Vice Mayor Sanabria moved to approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and adopt the 100% completed plans, specifications and engineer's estimate for CIP 2018-11 ATP Cycle VI Project No. ATPL-5150(014); and authorize staff to proceed with bid advertisement for construction, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

14. CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2018-11 ACTIVE TRANSPORTATION PROGRAM CYCLE IV PROJECT NO. ATPL-5150(014)

MOTION: Vice Mayor Sanabria moved to authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide Construction Management and Inspection Services (CM/CI) for CIP 2018-11 Active Transportation Program (ATP) Cycle IV Project No. ATPL-5150(014), seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

15. CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 1 AS PART OF CIP 2020-03 COTTAGE RESERVOIR AT WELL 15

MOTION: Vice Mayor Sanabria moved to approve Utility Service Co., Inc.'s Change Order No. 1 in the amount of \$37,289 payable from Account No. 681-8030-461.41-00; and authorize the City Manager to sign the change order and Finance to process the invoice, seconded by Councilmember Ortiz. 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 HEARING

POLICE DEPARTMENT

16. ADOPTION OF A RESOLUTION OVERTURNING THE PLANNING COMMISSION'S DETERMINATION TO DENY CONDITIONAL USE PERMIT 2021-03, TO ALLOW THE USE OF A USED AUTOMOBILE DEALERSHIP IN CONNECTION WITH PROPERTY LOCATED AT 3420 FLORENCE AVENUE, WITHIN THE COMMERCIAL GENERAL (C-G) ZONE.

The Public Hearing was opened by Mayor at 8:30 p.m. No public testimony was given, so Mayor Martinez closed the Public Hearing at 8:33 p.m. City Council proceed to deliberate on the item.

MOTION: Councilmember Ortiz moved to adopt resolution overturning the Planning Commission's determination to deny Conditional Use Permit (CUP) Case No. 2021-03, which allowed for the use of a used automobile dealership in conjunction with property located at 3420 E. Florence Ave, Huntington Park, California (SoCal Cars), within the Commercial General Zone, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

DEPARTMENTAL REPORTS

Police Chief Lozano wished everyone a Happy New Year.

Cynthia Norzagaray, Director of Parks and Recreation shared some of the upcoming events in February.

Steve Forster, Community Development Director reminded everyone that the city will be conducting its annual homeless count on January 25, 2023.

Cesar Roldan, Public Works Director shared that the Public Works team continues to pick up Christmas trees.

Communications Director Sergio Infanzon shared information related to the December Huntington Park newsletter. He also share that the community continues to share positive feedback related to the Holiday Parade and the new K9 officer presentation.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Ortiz thanked staff and welcomed everyone back.

Councilmember Macias thanked staff and wished everyone a Happy New Year. She gave a special thanks to Public Works for their efforts during the rainy weather recently encountered. She also thanked the Finance Department for all their efforts in tackling the large task they face.

Councilmember Flores thanked staff for all their efforts and expressed a special thanks to the Finance Department for staying as long as needed to get the job done. He then invited his colleagues to the inaugural Veterans brunch at Salt Lake Park.

Vice Mayor Sanabria wished everyone a Happy New Year and thanked staff for all their efforts in meeting the communities needs and keeping the city looking beautiful.

Mayor Martinez wished everyone a Happy New Year and thanked staff for always keeping everyone safe. He closed by expressing his excitement for the new year and reminded everyone be thankful for the love and kind you give to each other.

ADJOURNMENT

Mayor Martinez adjourned the meeting at 8:48 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday February 7, 2023 at 6:00 pm

Respectfully submitted

A handwritten signature in dark ink, appearing to read "Eduardo Sarmiento", is written over a horizontal line.

Eduardo Sarmiento, City Clerk

ITEM NO. 2

List of Funds - City of Huntington Park

FUND	DESCRIPTION	FUND	DESCRIPTION
111	General Fund	230	Homeland Security Fund
112	Waste Collection/Disposal	231	Parking System Fund
114	Spec Events Contributions	232	Art in Public Places Fund
115	General Fund Reserve	233	Bullet Proof Vest Grant
116	Retirement Fund	234	Congressional Earmark
120	Special Revenue DNA ID	235	Federal Street Improvmnt
121	Special Revnu Welfare Inm	236	HUD Economic Empowerment
122	Prevention Intervention	237	Community Planning
123	Board of Corrections LEAD	238	Air Pollution Grant
124	Auto Theft Prevention	239	Federal CDBG Fund
150	Emergency Preparedness	240	HUD EZ/EC Soc Sec Block
151	Economic Development	241	CalHome
152	Greenway Linear Park Proj	242	HUD Home Program
200	LACTMA TOD	243	HUD 108 B03MC060566
201	Environmental Justice	244	HUD EDI Grant
202	CFP Crosswalks	245	EPA Brownfield
203	ATP Randolph Rail-Trail	246	LBPHCP-Lead Base
204	SR2S Middleton Safe Route	247	Neighborhood Stabilization
205	CFP Pacific Blvd	248	Homelessness Prevention
206	CFP I Park Pay Station	249	DEPT OF TOXIC SUBSTANCES
207	CFP Signal Synchronizatio	250	DTSC Grant
208	CMAQ Metro Rapid	251	Land & Water Conservation
209	CFP City Street Resurfac	252	ABC
210	Measure M	253	DEBT SERVICE FUND
211	Road Maint & Rehab SB1	257	CDC Merged Project Fund
212	P & R Grants	258	CDC Merged Debt Service
213	Park Facilities	259	CDC Low/Mod Income Housin
214	Recreation Field Charter	262	CDC Neighbor Preservn Cap
215	Trees for A Better Enviro	263	CDC Neighbor Presrvn Debt
216	Employees Retirement Fund	264	CDC Nghbr Prsrvn Low/Mod
217	OPEB	267	CDC Sta Fe Redev Project
218	PARS	268	CDC Sta Fe Debt Service
219	Sales Tax-Transit Fund A	269	CDC Sta Fe Low/Mod Income
220	Sales Tax-Transit C	270	Successor Agency Merge
221	State Gasoline Tax Fund	271	Successor Agency Merg Prj
222	Measure R	272	Successor Agency Low Mod
223	Local Origin Program Fund	273	Successor Agency NHP
224	Office of Traffc & Safety	274	Successor Agency NHP Prj
225	Cal Cops Fund	275	Successor Agency
226	Air Quality Improv Trust	276	SUCCESSOR AGENCY-GF
227	Offc of Criminal Justice	283	Sewer Maintenance Fund
228	State Dept. of Justice	285	Solid Waste Mgmt Fund
229	Police Forfeiture Fund	286	Illegal Disposal Abatemnt

FUND	DESCRIPTION
287	Solid Waste Recycle Grant
288	COMPBC
293	PUBLIC FIN. AUTHOR.L/T DT
299	CDC Special Revenue Fund
322	STIP Transportation Fund
334	Ped/Bike Path Fund
335	Energy Efficient Grant
345	Rails To Trails Randolph
346	Bike Lane State Street
347	SRTS Middleton Elementary
348	Pacific Blvd Ped Improve
349	Capital Improvement Fund
475	HP PUBLIC FINANCE AUTHOR
533	Business Improv Dist Fund
535	Strt Lght & Lndscp Assess
681	Water Department Fund
741	Fleet Maintenance
742	Information Technology
745	Self Insurance
746	Employee Benefit Fund
748	Veh & Equip Replacement
779	Deferred Comp. Trust Fund
800	Pooled Cash
801	Pooled Cash Fund
802	Pooled Interest
993	Public Fin Authority LTD
994	General Fixed Assets Acct
995	General LTD Account Grp
996	General Long Term Debt
997	CDC Gnrl LTD Account Grp
998	Reserve Template Fund
999	Pooled Cash/Template

**City of Huntington Park
Demand Register
WR 02/07/2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ADLERHORST INTERNATIONAL LLC	109318	111-7022-421.61-24	K9 RELATED EXPENSES	172.40
	109319	111-7022-421.61-24	K9 RELATED EXPENSES	70.04
				\$242.44
ALL CITY MANAGEMENT SERVICES, INC	82344	111-7022-421.56-41	SCHOOL CROSSING GUARD SVC	6,324.88
	82599	111-7022-421.56-41	SCHOOL CROSSING GUARD SVC	221.44
				\$6,546.32
ALVAREZ-GLASMAN & COLVIN	2022-08-20480	111-0220-411.32-70	LEGAL SVCS AUGUST 2022	54,592.28
	2022-09-20500	111-0220-411.32-70	LEGAL SVCS SEPTEMBER 2022	83,809.15
				\$138,401.43
AMAZON.COM SERVICES, INC.	1CY7-MG3D-3PDF	111-8020-431.61-20	OFFICE SUPPLIES	24.24
				\$24.24
AMERICAN EAGLE PROTECTIVE SERVICES	HP-12252022-HPC	111-6020-451.56-41	TOY DRIVE SECURITY	2,100.00
				\$2,100.00
ARBOPRO INC	18144	111-8091-434.56-41	TREE INVENTORY DATA COLLECTION	19,228.45
				\$19,228.45
AT&T	000019310665	111-7010-421.53-10	PHONE SERVICES FOR PD	534.04
	010523-020423	121-7040-421.56-14	PD INMATE PHONE SERVICES	44.93
				\$578.97
AT&T PAYMENT CENTER	112822-122722	111-7010-421.53-10	PD PHONE SERVICE	3,210.66
				\$3,210.66
AUTO ZONE	4075446739	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	6.07
	4075446731	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	481.45
	4075448806	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	150.29
	4075459834	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	87.86
	4075462039	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	661.47
				\$1,387.14
BC TRAFFIC SPECIALIST	005107	221-8012-429.61-20	TRAFFIC SIGNS XMAS PARADE	1,789.90
				\$1,789.90
BROWNELLS INC	2023410034273	111-7022-421.61-24	MAINTENANCE TOOLS	318.91
				\$318.91
CAL-LIFT INC	20148232	741-8060-431.43-20	PW PARTS FOR FORKLIFT	338.78
				\$338.78
CALIFORNIA FRAME & AXLE	69680	219-8085-431.43-21	PARTS FOR POLICE UNIT	595.00
				\$595.00
CARD INTEGRATORS	00013606	111-7010-421.61-20	PHOTO ID MACHINE SUPPLY	445.99
				\$445.99
CENTRAL BASIN MWD	HP-DEC22	681-8030-461.41-00	IMPORTED WATER DURING DEC	135,782.08
				\$135,782.08
CENTRAL FORD	12605	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	365.94
	15311	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	39.09
	16677	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	258.18
	20048	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	323.34
	14102(14101)	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	8.82
	16665	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	63.17

**City of Huntington Park
Demand Register
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CENTRAL FORD	16692	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	-63.17
	16693	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	25.68
	16694	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	37.49
	16773	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	91.66
	16813	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	198.93
	16815	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	242.51
	16838	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	-71.02
	16839	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	-26.83
	16854	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	51.75
	17872	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	414.36
	19105(19104)	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	7.34
	19206	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	563.23
	19311	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	274.85
	19726	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	700.70
	19736	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	104.08
	19780	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	57.41
	19839	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	373.09
	19867	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	190.33
	20014	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	-11.47
	20015	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	2.87
	20023	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	270.38
				\$4,492.71
CHAMPION CJD	678650	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	207.68
				\$207.68
CHARTER COMMUNICATIONS	123022-12923	111-7010-421.53-10	INTERNET ICLOUD BACKUP FOR PD	669.85
	121522-11423	111-9050-419.53-10	CITY HALL PUBLIC WIFI	248.98
	123122-13023	121-7040-421.56-14	TV SERVICES FOR PD	356.51
				\$1,275.34
CITY AND COUNTY ENGINEERS ASSOC.	01132023	111-8020-431.64-00	2023 ANNUAL DUES FOR CITY	200.00
				\$200.00
CLEARs	NOV2022	111-7040-421.61-31	MEMBERSHIP DUES	75.00
				\$75.00
CONCENTRA HEALTH SERVICES, INC.	16138327	111-2030-413.56-41	ANNUAL ADMIN FEE	125.00
				\$125.00
CONCENTRA MEDICAL CENTERS	77558456	111-2030-413.56-41	DOT RECERTIFICATION	100.00
	77711033	111-2030-413.56-41	PRE EMPLOYMENT TEST	1,142.00
	77773222	111-2030-413.56-41	DOT RECERTIFICATION	100.00
	77909210	111-2030-413.56-41	TB SKIN TEST	69.00
				\$1,411.00
CONTRERAS GARDEN SUPPLY	121622	741-8060-431.43-20	MAINTENANCE ON EQUIP.	282.00
				\$282.00
CORPORATE WAREHOUSE SUPPLY	65808	111-9010-419.44-10	TONER FOR PRINTER	979.75
				\$979.75

**City of Huntington Park
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CR&R INCORPORATED	000147847	111-8027-431.56-59	WASTE & RECYCLING SVCS	16,680.00
				\$16,680.00
DAPEER, ROSENBLIT & LITVAK	21053	111-0220-411.32-70	GENERAL CODE ENFORCEMENT	2,098.60
	21055	111-0220-411.32-70	SPECIALIZED LEGAL SVCS	360.20
	21054	111-7010-421.56-41	PROFESSIONAL LEGAL SVCS	511.20
				\$2,970.00
DATA TICKET INC.	144927	111-3010-415.56-41	DAILY CITATION PROCESSING	13,034.14
	145262	111-5055-419.56-41	CODE ENFORCEMENT CITATION	522.58
				\$13,556.72
DAY WIRELESS SYSTEMS	INV757674	111-7010-421.56-41	RADIO EQUIPMENT MAINT	1,696.90
				\$1,696.90
DEPARTMENT OF JUSTICE	627029	111-7030-421.56-41	FINGERPRINT APPS	198.00
				\$198.00
DF POLYGRAPH	2022/9	111-7010-421.56-41	POLYGRAPH EXAMINATION	350.00
				\$350.00
DOOLEY ENTERPRISES, INC.	64691	225-7120-421.74-10	DEPT AMMUNITION	6,886.30
				\$6,886.30
DULCE BRASSEA	01112023	745-9031-413.52-30	TOW REIMBURSEMENT	397.16
				\$397.16
DUNN EDWARDS CORPORATION	2009A05466	111-8022-419.43-10	PAINT CITY HALL BALCONY	195.02
	2009A05478	111-8022-419.43-10	PAINT CITY HALL BALCONY	256.53
	2009A05659	111-8022-419.43-10	PAINT CITY HALL BALCONY	320.11
	2009A02012	111-8024-421.43-10	PAINT FOR PD CEILING	92.24
	2009346514	111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL	687.42
				\$1,551.32
ELECNOR BELCO ELECTRIC, INC	14-0726-006	535-8016-431.74-10	INSTALLATION NEW POLE INTERSECTION	8,999.10
				\$8,999.10
FIELDTURF USA, INC.	695741	111-6010-451.56-41	SOCCER FIELD MAINTENANCE	3,250.00
				\$3,250.00
FIRST CHOICE SERVICES	781764	111-9010-419.61-20	CITY WIDE COFFEE SERVICES	77.12
				\$77.12
FM THOMAS AIR CONDITIONING INC	44817	111-7024-421.56-41	AC MAINTENANCE	581.90
	44817	111-8020-431.56-41		158.70
	44785	111-8022-419.56-41	AC MAINTENANCE	820.00
	44786	111-8022-419.56-41	AC MAINTENANCE	465.00
	44817	111-8022-419.56-41	AC MAINTENANCE	2,697.90
	44817	111-8023-451.56-41	AC MAINTENANCE	1,851.50
				\$6,575.00
FUNFLICKS OF SO CAL, LLC.	12468953	111-6020-451.56-41	TOY DRIVE SCREEN RENTAL	968.50
				\$968.50
GEOSYNTEC CONSULTANTS, INC.	496952	111-5010-419.56-49	PROFESSIONAL SERVICES	161.20
				\$161.20

**City of Huntington Park
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
GERARDO MIRANDA GARDICIA	2000010.004	111-0000-228.20-00	RESERVATION DEPOSIT REFUND	460.00
				\$460.00
GLADWELL GOVERNMENTAL SERVICES, INC	5063	111-1010-411.56-41	RECORD RETENTION SCHEDULE	7,375.00
				\$7,375.00
GLOBAL URBAN STRATEGIES, INC.	250	241-5055-419.56-41	CONTRACT ADMINISTRATION	15,017.59
				\$15,017.59
GUTIERREZ BACKGROUND INVESTIGATIONS	2022-9	111-7010-421.56-41	PARTIAL BACKGROUNDS	200.00
				\$200.00
HASA, INC.	865831	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	207.83
	866267	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	324.25
	866958	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	331.22
	867532	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	259.78
	867534	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	366.09
				\$1,489.17
HG GRAPHIC AND PRINTING	1935	111-5010-419.61-20	BUSINESS CARDS	91.98
				\$91.98
HOME DEPOT - PUBLIC WORKS	361903	111-0110-411.66-05	GIFT CARDS MAYORS AWARD	200.00
	3270562	111-6020-482.61-35	HALLOWEEN STORAGE TOTES	396.77
	5391176	111-6020-482.61-35	HALLOWEEN STORAGE TOTES	263.00
	3183983	111-6030-451.61-35	PARKS AND REC SUPPLIES	109.15
	8900106	111-6030-451.61-35	PARKS AND REC SUPPLIES	22.03
	8900108	111-6030-451.61-35	PARKS AND REC SUPPLIES	-22.03
	4972268	111-8010-431.61-20	TOOLS FOR STREET CREW	231.97
	7062693	111-8010-431.61-20	TOOLS FOR STREET CREW	88.17
	1510628	111-8020-431.43-10	MATERIAL XMAS PARADE	96.66
	5361861	111-8020-431.43-10	MATERIAL XMAS PARADE	411.07
	8373479	111-8020-431.43-10	MATERIAL XMAS PARADE	979.12
	1361873	111-8022-419.43-10	LAMPS AND HARDWARE	293.51
	8014944	111-8022-419.43-10	STAGE & CARPET FOR TREE LIGHTING	86.54
	270116	111-8023-451.43-10	FLOORING FOR PARK	485.04
	3014569	111-8023-451.43-10	PARK OUTDOOR SUPPLIES	938.54
	4274459	111-8023-451.43-10	ROOF MATERIALS PRK BUILDING	100.38
	4274500	111-8023-451.43-10	ROOF MATERIALS PRK BUILDING	224.42
	511479	111-8023-451.43-10	TARPS PARK BUILDING	784.80
	5391175	111-8023-451.43-10	ROOF MATERIALS PRK BUILDING	164.46
	2274618	111-8024-421.43-10	POLICE BUILDING MATERIAL	59.12
	2270643	741-8060-431.43-20	FLEET SUPPLIES	154.24
	9543727	741-8060-431.43-20	FLEET SUPPLIES	12.09
				\$6,079.05
INFRASTRUCTURE ENGINEERS	28099	111-5010-419.56-49	CONTRACTUAL SERVICES	15,470.88
	28105	111-5010-419.56-49	CONTRACTUAL SERVICES	40,112.50
	28109	111-5010-419.56-49	CONTRACTUAL SERVICES	13,600.00

**City of Huntington Park
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
INFRASTRUCTURE ENGINEERS	28187-R	111-8080-431.56-62	ENGINEERING SERVICES	7,048.00
	28187-R	221-8010-431.56-41	ENGINEERING SERVICES	5,733.00
	28219	221-8010-431.76-12	MGMT & INSPECTION SVCS	502.00
	28213	222-8010-431.76-06	ST. IMPROVEMENT PROJECT	6,165.00
	28218	222-8010-431.76-06	IMPROVEMENT PROJECT	4,113.00
	28187-R	222-8080-431.56-41	ENGINEERING SERVICES	25,000.00
	28187-R	681-8030-461.56-41	CITY ENGINEERING SERVICES	14,500.00
				\$132,244.38
J SQUARED	00111	681-8030-461.56-41	PROFESSIONAL SERVICES	3,100.00
				\$3,100.00
JDS TANK TESTING & REPAIR INC	18227	741-8060-431.43-20	PW PARTS FOR GAS PUMP #2	527.63
				\$527.63
JOEL GORDILLO	JG202301	111-1010-411.56-41	FILMING & BROADCASTING	1,650.00
				\$1,650.00
JOHNSON CONTROLS SECURITY SOLUTIONS	38354381	111-7010-421.56-41	DEPT SECURITY SVCS	5,316.14
				\$5,316.14
KIMBALL MIDWEST	100640797	741-8060-431.43-20	FLEET SUPPLIES	991.36
				\$991.36
KONICA MINOLTA BUSINESS SOLUTIONS	284798091	111-6010-451.56-41	COPIER LEASE	464.76
				\$464.76
LA COUNTY SHERIFF'S DEPT	231668BL	121-7040-421.56-41	INMATE MEAL SERVICE	648.10
				\$648.10
LAN WAN ENTERPRISE, INC	73785	111-7010-419.43-15	IT MONTHLY SVCS JAN.	25,106.00
	73796	111-7010-421.56-41	MONTHLY RECURRING ADD ONS	4,369.00
	73748	111-8020-431.61-20	OFFICE SUPPLIES	2,302.78
	73785	111-9010-419.43-15	IT MONTHLY SVCS JAN.	25,106.00
	73786	111-9010-419.43-15	MONTHLY ADD ONS	3,084.00
	73748	741-8060-431.43-20	OFFICE SUPPLIES	2,302.79
				\$62,270.57
LAURIE KAJIWARA	HP0023	111-9010-419.56-41	ADMIN CONSULTING SVCS	12,138.75
				\$12,138.75
LB JOHNSON HARDWARE CO.	124531	741-8060-431.43-20	PARTS FOR POLICE UNIT	48.14
	124600	741-8060-431.43-20	PARTS FOR POLICE UNIT	72.07
				\$120.21
LEGAL SHIELD	0143713	111-0000-217.60-50	IDENTITY THEFT PLAN JAN.	28.90
				\$28.90
LIEBERT CASSIDY WHITMORE	226293	111-0220-411.32-70	SEPT PROFESSIONAL SVC	456.50
	227263	111-0220-411.32-70	SEPT PROFESSIONAL SVC	40,635.65
	227854	111-0220-411.32-70	SEPT PROFESSIONAL SVC	628.10
	230195	111-0220-411.32-70	NOV. PROFESSIONAL SVCS	1,332.00
	231120	111-0220-411.32-70	NOV. PROFESSIONAL SVCS	4,911.50
				\$47,963.75
LOS ANGELES COUNTY CLERK'S OFFICE	9515946	111-8020-432.76-03	SLURRY SEAL PROJECT	75.00
				\$75.00

**City of Huntington Park
Demand Register
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LUXURY AUTO BODY	PW6001	741-8060-431.43-20	REPAIRMENT POLICE UNIT	4,177.57
	PW6002	741-8060-431.43-20	REPAIRMENT POLICE UNIT	2,050.35
	PW6003	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,711.33
				\$7,939.25
MANAGED HEALTH NETWORK	PRM-071612	111-0000-217.50-60	HEALTH NETWORK PREMIUM	336.00
	PRM-073854	111-0000-217.50-60	MONTHLY HEALTH NETWORK	336.00
				\$672.00
MARTHA GUDINO	200000008.004	111-0000-347.50-00	CLASS REFUND	60.00
				\$60.00
MAYWOOD MUTUAL WATER COMPANY, NO. 1	312600351	681-8030-461.62-20	WATER FOR FREEDOM PARK	955.18
	312600352	681-8030-461.62-20	WATER FOR FREEDOM PARK	304.38
	312600353	681-8030-461.62-20	WATER FOR FREEDOM PARK	140.08
				\$1,399.64
MUNICIPAL WASTE SOLUTIONS	1060	285-8050-432.56-41	RECYCLING AND RECOVERY	5,447.50
				\$5,447.50
NCM AUTOMOTIVE	INV-4	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	3,999.00
				\$3,999.00
PACIFICA SERVICES INC.	346-06	221-8010-431.76-12	RECONSTRUCTION PROJECT	1,470.00
				\$1,470.00
PARS	52312	216-3010-415.56-41	REP PARS FEE	2,609.54
				\$2,609.54
PRO FORCE LAW ENFORCEMENT	505541	225-7120-421.74-10	EQUIPMENT FOR PD	1,396.67
				\$1,396.67
PRO LINE GYM FLOORS	2867	111-6010-451.56-41	GYM FLOOR MAINTENANCE	3,650.00
				\$3,650.00
PURCHASE POWER	800900001142607	111-7040-421.56-41	POSTAGE FEES	443.07
				\$443.07
R & R INDUSTRIES, INC.	638579	111-0210-413.59-15	CUSTOM CITY CLOTHING ITEM	414.32
				\$414.32
RAUL ALVAREZ	717715	111-0240-466.55-42	COFFEE LUNCHEON HOLIDAY	80.00
				\$80.00
RIO HONDO COLLEGE	F22-357-ZHPK	111-7010-421.59-20	ACADEMY COURSE ENROLLMENT	47.66
	F22-359-ZHPK	111-7010-421.59-20	ACADEMY COURSE ENROLLMENT	25.00
	F22-379-ZHPK	111-7010-421.59-20	ACADEMY COURSE ENROLLMENT	208.00
	F22-391-ZHPK	111-7010-421.59-20	ACADEMY COURSE ENROLLMENT	25.00
				\$305.66
RIVERSIDE COUNTY SHERIFF'S DEPT	BCTC0055603	111-7010-421.59-20	TRAINING REGISTRATION	300.00
				\$300.00
SALVADOR ORTEGA	01092023	111-8022-419.15-20	TOOL REIMBURSEMENT	120.00
	12282022	221-8014-429.15-20	TOOL REIMBURSEMENT	180.00
	12282022	535-8016-431.15-20	TOOL REIMBURSEMENT	10.15
	12282022	681-8030-461.15-20	TOOL REIMBURSEMENT	20.00
				\$330.15

**City of Huntington Park
Demand Register
WR 02/07/2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SC FUELS	IN-0000191916	741-8060-431.62-30	PURCHASE OF FUEL GALLONS	17,790.30
				\$17,790.30
SIRCHIE FINGERPRINT LABORATORIES	0573051-IN	111-7040-421.61-33	EVIDENCE PROPERTY SECTION	1,207.24
				\$1,207.24
SOUTHEAST POLICE CHIEFS GROUP	JAN182023	111-7010-421.59-15	SOUTHEAST POLICE CHIEFS	800.00
				\$800.00
SOUTHSTAR ENGINEERING & CONSULTING	COHP-09	222-8080-431.76-20	CONSTRUCTION MANAGEMENT	15,616.00
				\$15,616.00
SPARKLETTS	19438227011123	111-7010-421.56-41	WATER DELIVERY SVCS	200.76
				\$200.76
STACY MEDICAL CENTER	3160-49554	111-7022-421.56-15	PRE BOOKING EXAM	55.00
	3160-49679	111-7022-421.56-15	PRE BOOKING EXAM	110.00
				\$165.00
STANDARD INSURANCE COMPANY	003789170002	111-0000-217.50-70	STANDARD LIFE INS JAN.	2,501.71
	3789170001	111-0000-217.50-70	LONG TERM DISABILITY	7,061.88
				\$9,563.59
STATE WATER RESOURCES CONTROL	LW-1039086	681-8030-461.42-05	ANNUAL WATER SYSTEM FEE	17,599.54
				\$17,599.54
SUNBELT RENTALS INC	1333526772-0001	111-8010-431.44-10	RENTAL DIESEL XMAS PARADE	3,213.89
	1333838626-0002	111-8010-431.44-10	RENTAL OF LIGHT TOWER	3,604.17
	133526772-0001	111-8010-431.44-10	RENTAL DIESEL GENERATOR	1,168.12
	133838626-0001	111-8010-431.44-10	RENTAL LIGHT XMAS PARADE	1,549.42
				\$9,535.60
SUPERION, LLC	365617	111-9010-419.43-15	MONTHLY MAINTENANCE	557.25
	367464	111-9010-419.43-15	FINANCIAL SYSTEMS MONTHLY	1,348.20
	368794	111-9010-419.43-15	MONTHLY MAINTENANCE	591.45
	369888	111-9010-419.43-15	MONTHLY MAINTENANCE	519.45
	372337	111-9010-419.43-15	FINANCIAL SYSTEMS MONTHLY	13,532.61
	372638	111-9010-419.43-15	MONTHLY MAINTENANCE	191.40
				\$16,740.36
T-MOBILE USA	122222	111-8010-431.53-10	PHONE SERVICES FOR PW	772.90
	122222	111-8095-431.53-10	PHONE SERVICES FOR PW	357.50
	122222	681-8030-461.53-10	PHONE SERVICES FOR PW	154.84
				\$1,285.24
TIME WARNER CABLE	010123-013123	111-7010-421.53-10	NETWORK SERVICES FOR PD	703.55
				\$703.55
U.S. ARMOR CORPORATION	39946	111-7022-421.61-24	PD BULLET PROOF VEST	449.74
	40244	111-7022-421.61-24	PD BULLET PROOF VEST	449.74
				\$899.48
U.S. BANK EQUIPMENT FINANCE	490912961	111-0210-421.44-10	IBE DIGITAL FINANCING DEC	2,483.60
				\$2,483.60
ULINE	157889068	239-6060-490.61-60	CDBG SUPPLIES	1,943.12
				\$1,943.12

**City of Huntington Park
Demand Register
WR 02/07/2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
UPWARD SOLUTIONS	22-1211	111-0210-413.56-41	PUBLIC AFFAIRS SVCS	5,000.00
				\$5,000.00
VALLEY ALARM	1099758	111-8020-431.56-41	FIRE& SECURITY ALARM	665.34
	1099758	111-8022-419.56-41	FIRE& SECURITY ALARM	665.33
	1099758	111-8023-451.56-41	FIRE& SECURITY ALARM	715.28
				\$2,045.95
WATER REPLENISHMENT DISTRICT OF	11302022	681-8030-461.41-00	MONTHLY BILLING NOV. 2022	90,526.86
				\$90,526.86
WEST GOVERNMENT SERVICES	847618947	111-7030-421.56-41	ONLINE LEGAL RESEARCH SVC	1,716.80
				\$1,716.80
WEX BANK	86326525	741-8060-431.62-30	FUEL PURCHASE DEPT	1,025.98
				\$1,025.98
				\$909,974.22

ITEM NO. 3



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 7, 2023

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 AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2022-01 SB1 SLURRY SEAL PROJECT FY 2022-23

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the construction contract to All American Asphalt for the construction of CIP 2022-01 SB1 Slurry Seal Project FY 2022-23 as the lowest responsive, responsible bidder for a not-to-exceed amount of \$561,540;
2. Appropriate \$561,540 from Account No. 111-8010-431.76-32;
3. Appropriate a ten percent (10%) construction contingency of \$56,154 payable from Account No. 111-0000.206.00-00; and
4. Authorize the City Manager to execute the construction contract agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 6, 2022, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for 2022-01 SB1 Slurry Seal Project FY 2022-23 (Project). The following roadway segments in the table below were chosen for Type II Slurry Seal.

Street Name	Beginning Location	Ending Location
Mountain View Avenue	Florence Avenue	Saturn Avenue
Passaic Street	Florence Avenue	Zoe Avenue
Marconi Street	Saturn Avenue	Zoe Avenue
Arbutus Avenue	Florence Avenue	Gage Avenue
Cedar Street	Saturn Avenue	Gage Avenue
Mission Place	Florence Avenue	State Street
Benson Street	Florence Avenue	State Street
Plaska Avenue	Florence Avenue	State Street
Zoe Avenue	Ford Lane	State Street

CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2022-01 SB1 SLURRY SEAL PROJECT FY 2022-23

February 7, 2023

Page 2 of 3

The NIB was published on December 9, 2022, in a newspaper of general circulation. The specifications were also accessed and redistributed by several electronic media outlets that post the bid package on e-bid boards. A bid opening was held on January 18, 2023, where the City Clerk opened and read five (5) bids. The following is the ranking of bids commencing from the lowest responsive, responsible bid:

Bidder (lowest bid first)	Total Bid Shown on Bidder's Proposal
All American Asphalt	\$561,540.00
Hardy & Harper, Inc.	\$631,000.00
Onyx Paving Company, Inc.	\$696,000.00
Palp, Inc. DBA Excel Paving	\$758,680.00
Mission Paving and Sealing, Inc.	\$835,260.00

All American Asphalt was the apparent low bidder. The bid analysis was conducted to ensure that the lowest responsive, responsible bid met all state and local requirements. Based on the investigation, staff's recommendation is to award All American Asphalt the contract agreement (Attachment 1) for a not-to-exceed amount of \$561,540. The remaining bid proposal is available in the City Clerk's Office for review and the itemized bid results for comparative analysis is included as Attachment 2.

LEGAL REQUIREMENT

The City has adhered to Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud, and corruption in the awarding of public contracts. The construction contract agreement conforms with all applicable State, local and public contracting codes and consents to the proper execution by the City Manager. The City Clerk's Office will release the bid bonds for all construction firms that were not selected after approval from the City Council.

FISCAL IMPACT/FINANCING

The Road Repair and Accountability Act of 2017 (SB1 Beall) provides for allocations of various funds to state and local agencies for transportation purposes. Among those funds are formula-based allocations from the Road Maintenance and Rehabilitation Account (RMRA). In order to receive RMRA funds, cities and counties must meet a "maintenance of effort" (MOE) requirement to ensure that these new roads funds do not supplant existing levels of general revenue spending on streets and roads. The MOE requirement is for a minimum amount of spending of discretionary revenues on streets and roads. The City's annual required local MOE amount is \$1,137,529.

All American Asphalt submitted the most responsive, responsible bid for \$561,540. Staff recommends the total appropriation of \$617,694, which includes a ten percent (10%) construction contingency of \$56,154, payable from Account No. 111-0000-206.00-00. Authority will be granted to the City Manager to approve any and all negotiated

**CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT
FOR CIP 2022-01 SB1 SLURRY SEAL PROJECT FY 2022-23**

February 7, 2023

Page 3 of 3

construction change orders in good faith. Project expenditures will reflect as the City's MOE commitment per RMRA funding guidelines.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. All American Asphalt Agreement
2. Bid Results

ATTACHMENT "A"



**CONTRACTOR SERVICES AGREEMENT
CIP 2022-01 SB1 SLURRY SEAL PROJECT 2022-23**

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of February 2023 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and All American Asphalt (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, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of 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 **February 7, 2023 to June 30, 2023**. It is the CONTRACTOR'S responsibility to request an extension at least (2) 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 **\$561,540.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. 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 Director of Public Works (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 to 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 (vi) 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:

All American Asphalt
PO Box 2229
Corona, CA 92878
Edward J. Carlson, Vice President
Phone: (951) 736-7600

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:

ALL AMERICAN ASPHALT:

By: Ricardo Reyes
City Manager

By: Edward J. Carlson
Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"
SCOPE OF WORK
ALL AMERICAN ASPHALT

PROPOSAL
FOR
SB1 SLURRY SEAL PROJECT
FY 2022/2023
CIP PROJECT NO.: 2022-01

IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Bid

BID PROPOSAL
FOR
SBI SLURRY SEAL PROJECT

FY 2022/2023
CIP PROJECT NO.: 2022-01

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	15,000	15,000
2	Provide Traffic Control	LS	1	98,000	98,000
3	Cut outs - Sawcut and Remove Existing AC Pavement, Base, and Subgrade	TON	1,100	240.	264,000
4	Crack Seal	LF	20,000	.70	14,000
5	Type II Slurry (Extra Long Ton)	ELT	276	365.	100,740
6	Install Traffic Striping and Markings	LS	1	65,000	65,000
7	Install Public Improvement Project Signs	EA	2	2,400	4,800
TOTAL AMOUNT BID IN FIGURES				\$ 561,540.00	

TOTAL AMOUNT BID IN WORDS:

five hundred sixty-one thousand five hundred
forty Dollars

Bidder's Signature

Edward J. Carlson

Vice President
Title

All American Asphalt
Company Name

The total contract period for this project is **Seventy-Five (75) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

<u>NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS</u>	<u>PORTION OF WORK, MATERIALS. OR EQUIPMENT</u>
J45 Striping 1544 South Vineyard Ave Ontario CA 91761 909-947-8073 L: 538211	Striping & Marking
Pavement Rehab Company 1181 Princess Court Costa Mesa CA 92626 714-238-1444 L: 1051374	7 (F) Crack Seal

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

Sub

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. City of Norco 2870 Clark Ave Norco, CA 92860

Name and Address of Agency

Todd Shank 951-270-5603

Name and telephone number of person familiar with project

52,725.89

Slurry seal

12/2021

Contract amount

Type of work

Date completed

2. City of Dana Point 33282 Golden Lantern Dana, Point, CA 92629

Name and Address of Agency

Scott Fisher 949-248-3577

Name and telephone number of person familiar with project

1,897,897.00

Slurry seal

5/2021

Contract amount

Type of work

Date completed

3. City of Anaheim 200 S Anaheim Blvd Anaheim, CA 92805

Name and Address of Agency

Jose Cortez 714-765-5039

Name and telephone number of person familiar with project

484,848.00

improvement

4/2022

Contract amount

Type of work

Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

SURETY Fidelity and Deposit Company of Maryland 777 S. Figueroa St #3900 Los Angeles, CA

AGENT Foundation Risk Partners, Corp 5530 Trabuco Rd Irvine, CA 92620

INS. CO Edgewood Partners Insurance Center 3633 Inland Empire Blvd Suite 640 909-919-7880

2021

PAST WORK REFERENCES

Colony Commerce
C/O Caprock Partners
1300 Dove Street Suite 200
Newport Beach, CA 92660
Contact: Eric Nutter (949) 428-1400 Ext. 209
enutter@moote.com

Archibald St. Improvements
Contract Amount: \$1,949,000.00
Start: 12/2019
Completed: 12/2021

Lennar Homes
25 Enterprise #300
Aliso Viejo, CA 92656
Contact: Diane Hannon (949) 349-8000
Diane.hannon@lennar.com

Merrill & Haven Street Improvement
Contract Amount: \$1,481,832.15
Start: 6/2020
Completed: 12/2021

City of Norco
2870 Clark Ave.
Norco, AC 92860
Contact: Todd Shank (951) 270-5603
Todd.shank@norco.ca.us

Wayne Makin Park Slurry Seal Project
Contract Amount: \$52,725.89
Start: 10/2021
Completed: 12/2021

Los Angeles Department of Water and Power
111 North Hope Street, L-43
Los Angeles, Ca 90012
Contact: Joelle Morisseau (213) 367-0123
Joelle.morisseau@LADWP.com

Pine Tree Power Plant Access Road Repair
Improvements
Contract Amount: \$810,400.00
Start: 5/2021
Completed: 7/2021

City of Dana Point
33282 Golden Lantern
Dana Point, CA 92629
Contact: Scott Fisher (949) 248-3577
sfisher@DanaPoint.org

Slurry Seal Project 19/20
Contract Amount: \$1,897,897.00
Start: 04/2020
Completed: 05/2021

City of Corona
400 South Vicentia
Corona, CA 92852
Contact: Barry Ghaemi (951) 736-2400
bghaemi@Coronaca.gov

Street Pavement Maintenance
& Rehabilitation Project No. 2020.01
Contract Amount: \$3,471,178.00
Start: 6/2021
Completed: 1/2022

2021

PAST WORK REFERENCES

City of Anaheim
200 S. Anaheim Boulevard
Anaheim, CA 92805
Contact: Jose Cortez (714) 765-5039
jcortez@anaheim.net

State College Boulevard Improvement
from Ball Road to SR 91 Freeway
Contract Amount: \$484,848.00
Start: 8/2021
Complete: 4/2022

County of Orange
601 North Ross Street
Santa Ana, CA 92701
Contact: Stephen Clayton (714) 995-0206
Stephen.clayton@ocpw.ocgov.com

Rossmoor Collectors Grind & Overlay
Contract Amount: \$ 2,148,320.90
Start: 4/2021
Complete: 12/2021

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Glen W. C. Kau (562) 929-5723
gkau@norwalkca.gov

Local Streets Rehabilitation
Zone 27 East of Gard – No. 7925.3
Contract Amount: \$1,051,330.00
Start: 6/2021
Completed: 12/2021

City of Garden Grove
11222 Acacia Pkwy
Garden Grove, CA 92840
Navin Maru (714) 741-5180
nmaru@ggcity.org

Arterial STS. Rehabilitation
Contract Amount: \$3,185,281.00
Start: 6/2022
Complete: 12/2021

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.



ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7800 F 951-739-4671
P.O. BOX 2229, CORONA, CA 92678-2229
CONTRACTORS LICENSE #267073 AC12
DIR #1000001051

EEO-AFFIRMATIVE ACTION PROGRAM - BASIC POLICY

TO ALL AMERICAN ASPHALT PERSONNEL:

IT IS THE STATED POLICY OF ALL AMERICAN ASPHALT THAT ALL EMPLOYEES AND APPLICANTS SHALL RECEIVE EQUAL CONSIDERATION AND TREATMENT. ALL RECRUITMENT, HIRING, PLACEMENT, TRANSFER AND PROMOTIONS WILL BE ON THE BASIS OF QUALIFICATIONS OF THE INDIVIDUAL FOR THE POSITION BEING FILLED WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV AND AIDS), MEDICAL CONDITION (CANCER AND GENETIC CHARACTERISTICS), AND/OR AGE (40 AND OVER). ALL OTHER PERSONNEL ACTIONS, SUCH AS COMPENSATION, BENEFITS, LAYOFFS, RETURN FROM LAYOFF, TERMINATION'S, TRAINING AND SOCIAL AND RECREATIONAL PROGRAMS ARE ADMINISTERED WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV AND AIDS), MEDICAL CONDITION (CANCER AND GENETIC CHARACTERISTICS), AND/OR AGE (40 AND OVER).

EQUAL OPPORTUNITY IS A CONTINUING EFFORT AND REQUIRES THE FULL SUPPORT OF ALL OF US TO ENSURE THE DEVELOPMENT OF OUR MINORITY AND FEMALE EMPLOYEES. EACH POSSIBILITY TO HIRE OR PROMOTE SHOULD BE VIEWED AS AN OPPORTUNITY TOWARD OUR GOAL OF A FULLER UTILIZATION OF OUR MINORITY AND FEMALE EMPLOYEES. EACH MANAGER WILL COMMUNICATE TO EMPLOYEES THAT OUR COMMITMENT TO AN AFFIRMATIVE ACTION PROGRAM IS REAL, IS SUPPORTED BY OUR COMPANY, AND HAS A HIGH PRIORITY. WE ENCOURAGE ALL OF OUR EMPLOYEES TO PARTICIPATE IN THIS EFFORT BY ENCOURAGING MINORITIES AND FEMALES TO APPLY FOR EMPLOYMENT AND TO SEEK PROMOTIONS.

FOR ASSISTANCE IN THE EQUAL OPPORTUNITY PROGRAM, MANAGERS AND EMPLOYEES SHOULD CONTACT MARK LUER, EEO COORDINATOR AT (951) 736-7800. HE HAS THE SPECIFIC RESPONSIBILITIES TO MONITOR AND ASSESS THE PROGRESS FOR OUR EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

MARK LUER
PRESIDENT

December 7, 2011

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name All American Asphalt

Business Address: PO Box 2229 - Corona, CA 92878

Telephone 951-736-7600

State Contractor's License No. and Class: #267073 A, C-12

Original Date Issued 1-19-71 Expiration Date 1-31-2024

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Mark Luer, President - 400 E. Sixth St. - Corona, CA 92879 - 951-736-7600

Edward J. Carlson, Vice Pres. - 400 E. Sixth St. - Corona, CA 92879 - 951-736-7600

Michael Farkas - Secretary - 400 E. Sixth St. - Corona, CA 92879 - 951-736-7600

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

None

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

None

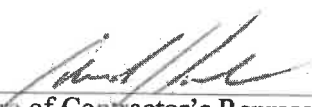
IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 9 day of January, 2023.

BIDDER All American Asphalt


Edward J. Carlson, Vice President


Michael Farkas, Secretary

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.


Signature of Contractor's Representative

Edward J. Carlson
Printed Name

Vice President
Title

Subscribed and sworn to this 9 day of January, 2023.

NOTARY PUBLIC SEE ATTACHED

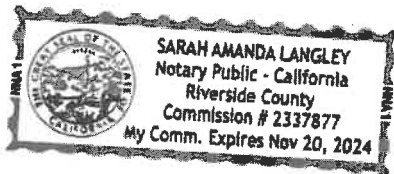
2CALIFORNIA JURAT**GOV CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of RiversideSubscribed and sworn to (or affirmed) before
me on this 9th day of January, 2023
Date MonthBy (1) Edward J. Carlson
Name of SignerProved to me on the basis of satisfactory evidence
be the person who appeared before me (.) (.)

(and

(2) _____
Name of SignerProved to me on the basis of satisfactory evidence
be the person who appeared before me.)

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove
valuable to person relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached DocumentTitle or Type of Document Bidder's InformationDocument Date: 01/09/2023 Number of Pages: 1Signer(s) Other Than Named Above: N/A

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Note: The standard printed bid bond form of any bonding company acceptable to the City of Huntington Park may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Huntington Park are not in any way reduced by use of the surety company's printed standard form.

**PROPOSAL GUARANTEE
BID BOND**

FOR

SBI SLURRY SEAL PROJECT

FY 2022/2023

CIP PROJECT NO.: 2022-01

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that All American Asphalt
, as BIDDER, and
Fidelity and Deposit Company of Maryland, as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of

Ten Percent of Total Amount Bid----
 dollars (\$ 10% of Bid----), which is ten percent of the
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time specified,
then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor
of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
4th day of January, 2023.

BIDDER* All American Asphalt - 400 East Sixth Street, Corona, CA 92879 - (951) 736-7600

SURETY* Fidelity and Deposit Company of Maryland - 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017

Rebecca Haas-Bates, Attorney-in-Fact David Eliassen: (213) 270-0800

Subscribed and sworn to this day of , 20.

NOTARY PUBLIC **PLEASE SEE ATTACHED**

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone
number of authorized representatives.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of RiversideOn January 9, 2023 before me, Sarah Amanda Langley, Notary Public
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document Bid BondDocument Date: 01/04/2023 Number of Pages: 3Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney in Fact**Capacity(ies) Claimed by Signer(s)**Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American AsphaltRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: N/A☐ Individual☐ Corporate Officer — Title(s): N/A☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: N/A

Signer is Representing:

N/ARIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 01/04/2023 before me, Alma Karen Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 01/04/2023
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of January, 2023.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

SB1 SLURRY SEAL PROJECT

FY 2022/2023

CIP PROJECT NO.: 2022-01

IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No X

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

**PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

FOR

SB1 SLURRY SEAL PROJECT

FY 2022/2023

CIP PROJECT NO.: 2022-01

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

_____ Dollars
(\$ _____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder

APPENDIX "B"

**DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)
CONTRACTOR REGISTRATION NUMBER FORM**

Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

ALL AMERICAN ASPHALT
Contractor Name

1000001051

Contractor Department of Industrial Relations Registration Number:

6-30-2023
Expiration Date of Registration Number

*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

ATTACHMENT "B"

ATTACHMENT 2

<p align="center">CITY OF HUNTINGTON PARK CIP NO. 2022-01 SB1 Slurry Seal Project BID RESULTS</p>															
BID ITEM	DESCRIPTION	UNIT	Engineer's Estimate			All American Asphalt		Hardy & Harper, Inc		Mission Paving and Sealing, Inc		Onyx Paving Company, Inc		Hardy & Harper, Inc	
			EST. QTY.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	\$39,000.00	\$39,000.00	\$15,000.00	\$15,000.00	\$12,720.00	\$12,720.00	\$23,500.00	\$23,500.00	\$13,000.00	\$13,000.00	\$18,000.00	\$18,000.00
2	Provide Traffic Control	LS	1	\$156,544.00	\$156,544.00	\$98,000.00	\$98,000.00	\$89,094.00	\$89,094.00	\$55,000.00	\$55,000.00	\$123,000.00	\$123,000.00	\$99,000.00	\$99,000.00
3	Cut outs - Sawcut and Remove Existing AC Pavement, Base, and Subgrade	TON	1,100	\$283.27	\$311,600.00	\$240.00	\$264,000.00	\$309.00	\$339,900.00	\$490.00	\$539,000.00	\$327.00	\$359,700.00	\$430.00	\$473,000.00
4	Crack Seal	LF	20,000	\$1.86	\$37,194.80	\$0.70	\$14,000.00	\$1.00	\$20,000.00	\$20,000.00	\$10,000.00	\$0.65	\$13,000.00	\$0.70	\$14,000.00
5	Type II Slurry (Extra Long Ton)	ELT	276	\$1,208.77	\$333,620.44	\$365.00	\$100,740.00	\$381.00	\$105,156.00	\$360.00	\$99,360.00	\$400.00	\$110,400.00	\$380.00	\$104,880.00
6	Install Traffic Striping and Markings	LS	1	\$156,544.00	\$156,544.00	\$65,000.00	\$65,000.00	\$60,950.00	\$60,950.00	\$90,000.00	\$90,000.00	\$72,900.00	\$72,900.00	\$48,000.00	\$48,000.00
7	Install Public Improvement Project Signs	EA	2	\$850.00	\$1,700.00	\$2,400.00	\$4,800.00	\$1,590.00	\$3,180.00	\$4,200.00	\$8,400.00	\$2,000.00	\$4,000.00	\$900.00	\$1,800.00
	Total				\$1,036,203.24		\$561,540.00		\$631,000.00		\$835,260.00		\$696,000.00		\$758,680.00

ITEM NO. 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 7, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF NEW PLAYGROUNDS AT SALT LAKE AND FREEDOM PARKS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified architectural/engineering firms for the preparation of Plans, Specifications and Estimate of new playgrounds as part of CIP 2022-03 Salt Lake Park and CIP 2022-06 Freedom Park.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the December 7, 2021 City Council meeting, the City Council authorized Parks & Recreation personnel to apply to the State of California Natural Resources Agency Department of Parks and Recreation (State) to upgrade the playground equipment at Freedom Park. The City is the recipient of the State's grant in the amount of \$214,226 (Attachment A).

Parks & Recreation has special events contribution funding in the amount of \$109,339.56 (Attachment B) specifically allocated towards playground improvements at Salt Lake Park.

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF NEW PLAYGROUNDS AT SALT LAKE AND FREEDOM PARKS

February 7, 2023

Page 2 of 3

The proposed design will focus on the construction of playgrounds that comply with current National Program for Playground Safety guidelines, standards and regulations

that ensure safe, quality and inclusive playground spaces. Playgrounds for both younger and older children. The design will build upon the enactment of previous safety initiatives and targets on mitigating the persistent concerns brought to staff's attention over the quality of the existing playground equipment. Properly designed playgrounds encourage active mobility, exercise and inclusivity. Improvements center on the health and wellness of space and place that address a youth population with the highest rate of obesity in the State.

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

The following is a tentative schedule:

RFP ISSUED	February 10, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	February 27, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	March 6, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	March 9, 2023
TENTATIVE CITY COUNCIL AWARD DATE	March 21, 2023
APPROXIMATE NOTICE TO PROCEED DATE	March 27, 2023
100% FINAL PS&E TO THE CITY (TENTATIVE)	September 6, 2023

LEGAL REQUIREMENT

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act.

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF NEW PLAYGROUNDS AT SALT LAKE AND FREEDOM PARKS

February 7, 2023

Page 3 of 3

The City Clerk's Office shall publish the RFP in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the project and provides the tasks required from architectural or engineering firms to design the

project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT/FINANCING

The City is the recipient of a State grant in the amount of \$214,226 for playground enhancements at Freedom Park. Parks & Recreation has special events contribution funding in the amount of \$109,339.56 specifically allocated towards improvements at Salt Lake Park. At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform design services. Though once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Freedom Park - State CNRA Grant
2. Salt Lake Park – Funding
3. RFP CIP 2022-03 Salt Lake Park & CIP 2022-06 Freedom Park

ATTACHMENT "A"



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET.
An APPLICATION PACKET is not complete unless all items on the checklist are submitted.
Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
<input checked="" type="checkbox"/>		Application Packet Checklist Digital file name: checklist.pdf	Pg. 11		Pg. <u>1</u>
<input checked="" type="checkbox"/>		Application Digital file name: application.pdf	Pg. 12	<input checked="" type="checkbox"/>	Pg. <u>2</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Development Project Scope/Cost Estimate, or Digital file name: devscope.pdf	Pg. 19	<input checked="" type="checkbox"/>	Pg. <u>3</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 14	<input type="checkbox"/>	Pg. <u>n/a</u>
<input checked="" type="checkbox"/>		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 20	<input checked="" type="checkbox"/>	Pg. <u>4</u>
<input checked="" type="checkbox"/>		Per Capita Match Calculator Digital file name: match.pdf	Pg. 13	<input checked="" type="checkbox"/>	Pg. <u>5</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 21	<input checked="" type="checkbox"/>	Pg. <u>6</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 21		Pg. <u>7-13</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 24		Pg. <u>n/a</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Site Plan Digital file name: siteplan.pdf	Pg. 24		Pg. <u>14</u>
	<input checked="" type="checkbox"/>	GHG Emissions Reduction Worksheet (at completion) Digital file name: emissions.pdf	Pg. 24		Pg. <u>n/a</u>
<input checked="" type="checkbox"/>		Photos Digital file name: photos.pdf	Pg. 24		Pg. <u>15</u>



State of California - The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Per Capita Project Application Form

PROJECT NAME Freedom Park Improvement Project	REQUESTED GRANT AMOUNT \$ 214,226.00
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available) Freedom Park 3801 E. 61st Street Huntington Park, CA 90255	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$ 0 LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input checked="" type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a () year lease or easement

NEAREST CROSS STREET Carmelita Avenue		
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input checked="" type="checkbox"/>		
COUNTY OF PROJECT LOCATION Los Angeles County		
GRANTEE NAME AND MAILING ADDRESS City of Huntington Park; 6550 Miles Avenue; Huntington Park, CA 90255		
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION		
Name (typed or printed) and Title	Email address	Phone
Ricardo Reyes - City Manager	Rreyes@hpca.gov	323-584-6222
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)		
Name (typed or printed) and Title	Email address	Phone
Cynthia Norzagaray - Director of Parks and Recreation	Cnorzagaray@hpca.gov	323-973-0092
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.		
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution		Date
Print Name: Ricardo Reyes		12/28/2021
Title: City Manager		



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE: City of Huntington Park	PROJECT Name Freedom Park Improvement Project
-------------------------------------	--

Development project scope (Describe the project in 30 words or less):

This project will entirely replace the dilapidated playground equipment and benches at Freedom Park as well as include soft rubberized surface for safe public recreation by children.

Project Scope Items - ☐ all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: Soft Surface rubberized ground material
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost. \$ 6,100.00

Construction \$ 56,500.00

Total PROJECT cost \$ 214,226.00

Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13) Less match -\$ 0.00

Total GRANT amount requested \$ 214,226.00

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

12/28/2021

AUTHORIZED REPRESENTATIVE Signature

Date

Ricardo Reyes - City Manager

Print Name and Title



State of California -- The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE: City of Huntington Park	PROJECT Name Freedom Park Improvement Project
-------------------------------------	--

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete, and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, or
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- ☒ The PROJECT will be entirely funded by the GRANT, or
- ☐ The PROJECT requires funds in excess of the GRANT:
- ☐ The SCOPE is the same as the scope of the larger project, or
 - ☐ The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$

Anticipated completion date: June 2023

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$214,226.00
		\$
		\$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

12-28-2021

AUTHORIZED REPRESENTATIVE Signature

Date

Ricardo Reyes - City Manager

Print Name and Title

California State Parks Per Capita Match Calculator

Project ID: 106719
Coordinates: 33.9848, -118.1969
Date: 12/16/2021

This is the Per Capita Match Report for the site you have selected. Please review to ensure that the pin lies within the boundaries of an existing or proposed park, and submit to OGALS with your Project Application.

PROJECT AREA STATISTICS

County	Los Angeles
Median Household Income	\$41,558
Agency Type	Other Agency

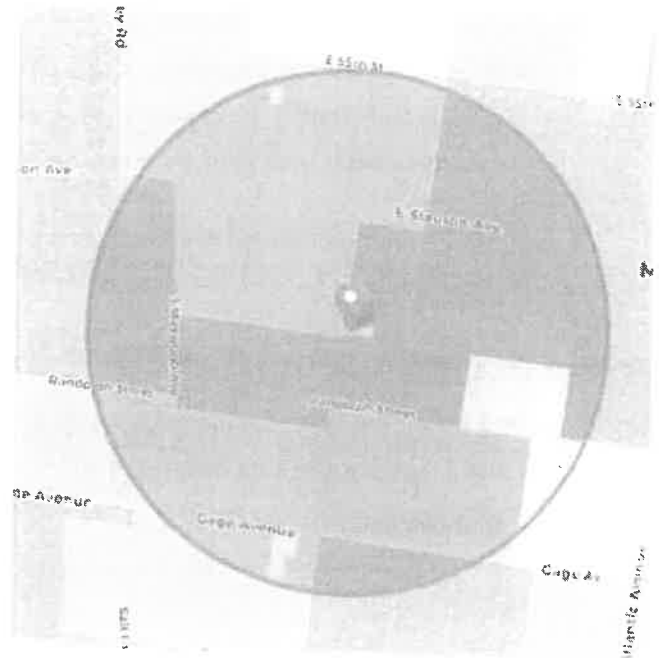
The project serves a Severely Disadvantaged Community.
Match is NOT required.



Ricardo Reyes, City Manager

Park or Preserved Area
Disadvantaged Community
Severely Disadvantaged Community
No Data

PROJECT AREA MAP



REPORT BACKGROUND

The project statistics have been calculated based on half mile radius around the point location selected. Only park acres within the project area's half mile radius are reported.

Population and people in poverty are calculated by determining the percent of any census block-groups that intersect with the project area. The project area is then assigned the sum of all the census block-group portions. An equal distribution in census block-groups is assumed. Rural areas are calculated at a census block level to improve results.

Median household and per capita income are calculated as a weighted average of the census block-group values that fall within the project area.

More information on the calculations is available on the methods page.

Demographics—American Community Survey (ACS) 5-year estimates 2014-2018; Decennial 2010 Census; the margin of error (MOE) was not analyzed.

Parks—California Protected Areas Database 2020a CFF adjusted (6/2020) - more information at <http://www.CALands.org>. Parks and park acres area based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks are defined further in the 2015 SCORP (pg. 4).

Users can send updated information on parks to SCORP@parks.ca.gov



SCORP Community FactFinder is a service of the
California Department of Parks and Recreation
www.parks.ca.gov

SCORP Community FactFinder created by
GreenInfo Network www.greeninfo.org
in consultation with CA Dept. of Parks and Rec

GreenInfo
Network



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification

GRANTEE: City of Huntington Park

Project Name: Freedom Park Improvement Project

Project Address: 3801 E. 61st Street; Huntington Park, CA 90255

Is CEQA complete? ☐ Yes ☒ No Is completing CEQA a PROJECT SCOPE item? ☒ Yes ☐ No

What document was filed, or is expected to be filed for this project's CEQA analysis:

- ☒ Notice of Exemption (attach recorded copy if filed) Date complete/expected to be completed
☐ Notice of Determination (attach recorded copy if filed) Expected to be completed 02/22
☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information

Agency Name:
City of Huntington Park

Contact Person:
Steve Forster

Mailing Address:
6550 Miles Avenue; Huntington Park, CA 90255

Phone: (56) 587-4860

Email: Sforster@hpca.gov

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

12/28/2021

AUTHORIZED REPRESENTATIVE Signature

Date

Ricardo Reyes - City Manager

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Land Tenure Checklist

GRANTEE: City of Huntington Park		PROJECT Name Freedom Park Improvement Project
<input checked="" type="checkbox"/>	Page	Required Item
<input checked="" type="checkbox"/>	1	Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc. Land Ownership Deed
<input checked="" type="checkbox"/>	2	Parties to the agreement (land owner must be public agency or utility) and date signed: <div style="display: flex; justify-content: space-between;"> <div> Party City of Huntington Park </div> <div> Date Signed 08/16/2004 </div> </div>
<input checked="" type="checkbox"/>	3	Term of the agreement: Permanently years
<input checked="" type="checkbox"/>		Agreement end date: July 1, 2048 <ul style="list-style-type: none"> Grant amounts up to \$100,000 require at least 20 years of land tenure. Grant amounts above \$100,000 require at least 30 years of land tenure. The land tenure requirement begins on July 1, 2018.
<input checked="" type="checkbox"/>		Renewal option: Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.
<input checked="" type="checkbox"/>		Termination clause: Any of the following is acceptable: <ul style="list-style-type: none"> No termination clause – the agreement is non-revocable. Termination clause specifies the agreement is revocable only for cause. The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will.
<input checked="" type="checkbox"/>		Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement: <ul style="list-style-type: none"> Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities. Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period. Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period.

This page is part of your document - DO NOT DISCARD

04 2154109

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
08/20/04 AT 08:00am

TITLE(S) : DEED



FEE

FREE JJ 5

D.T.T

CODE
20

CODE
19

CODE
9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

6318 - 031 - 015

009

THIS FORM NOT TO BE DUPLICATED

(8)

8/20/04

04 2154109

ORANGE COAST TITLE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Huntington Park
3401 E. Florence Avenue
Huntington Park, California 90255
Attn: Chris Fries

MAIL TAX STATEMENTS TO:

See above

W 284648.3 & W 338420-3

(Space Above For Recorder's Use)

Recording of this document is fee-exempt under Government Code Section 6103. No Documentary Transfer Tax is due on this document pursuant to Revenue and Taxation Code Section 11922.

GRANT DEED

County of Los Angeles

Assessor's Parcel Number: 6318-031-015, 017, 018, 023, 900 Tracts 905

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California, hereby grants to CITY OF HUNTINGTON PARK a general law city, that certain real property, together with all improvements located thereon, located in the City of Huntington Park, County of Los Angeles, State of California, which is more particularly described on Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the Grantor has caused this Grant Deed to be executed as of the 16th day of August 2004.

LOS ANGELES UNIFIED SCHOOL
DISTRICT,

a school district duly organized and existing
under the laws of the State of California

By: _____

Its: _____

TERRENCE V. FENNESSY
Director of Acquisition and Relocation

8/20/04

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Grant Deed dated August 16, 2004 from Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California, to City of Huntington Park, a general law city, is hereby accepted by the undersigned officer on behalf of the City of Huntington Park pursuant to authority conferred by resolution of its City Council adopted August 16, 2004, and City of Huntington Park consents to the recordation thereof by its duly authorized officer.

CITY OF HUNTINGTON PARK,
a general law city

By:


Name: Juan R. Nunez
Title: Mayor

Dated: August 16, 2004

04 2154109

(10)

8/20/04

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
)

On August 16th, 2004, before me, Angela Ulloa, a Notary Public in and for said state, personally appeared Terrence V. Fennessy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Angela Ulloa
Notary Public in and for said State

(SEAL)



04 2154109

(11)

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land in the City of Huntington Park, County of Los Angeles, State of California, being a portion of Tract No. 3126, as recorded in Map Book 33 Page 51, records of Los Angeles County described as follows:


Beginning at the intersection of the easterly line of Carmelita Avenue, having a 50' width and a 25' one half width, with the northerly line of 61st Street, having a 50' width and a 25' one half width, said point being the southwest corner of Lot 675 of said Tract No. 3126; thence N07°33'10"E 244.08' along said easterly line and along the westerly line of Lots 675 and 674 of said Tract No. 3126 to the northwest corner of said Lot 674; thence S82°47'45"E 279.95' along the northerly line of said Lot 674; thence S07°33'10"W 244.05' on a line parallel with the easterly line of said Carmelita Avenue to a point on said northerly line of 61st Street; thence N82°48'05"W 279.95' along said northerly line to the POINT OF BEGINNING.

Containing 68,325 square feet, more or less.

See exhibit attached hereto and made a part hereof.

END OF DESCRIPTION

This legal description was prepared by me or under my direction.

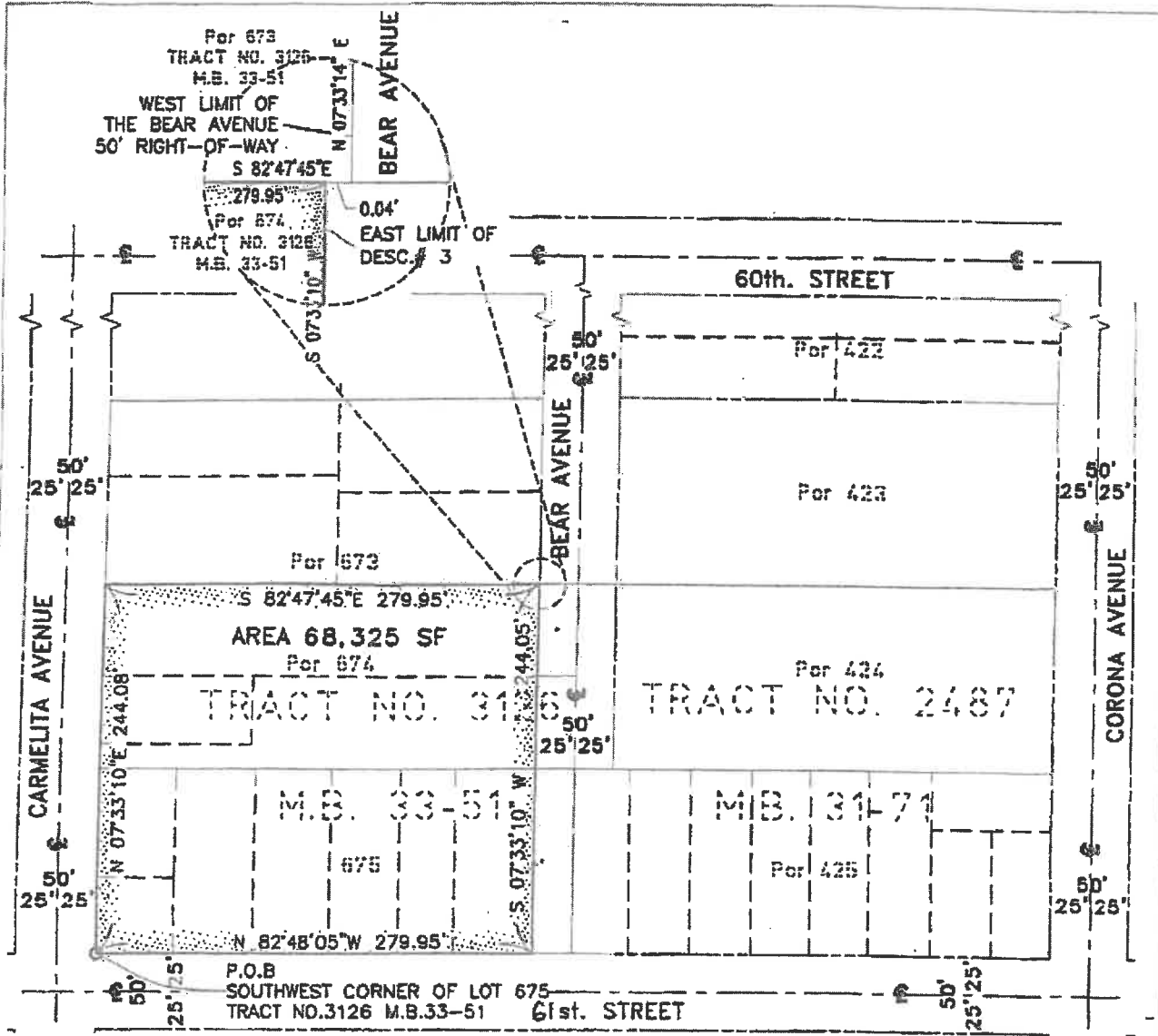

Lewis Soloff, PLS 5344

Expires 12/31/03



8/20/04

6



Desc. #3

EXHIBIT

PLAT

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

APPROVED BY: *[Signature]*
LEWIS SOLOFF, P.L.S. 5344 (EXP 12/31/03)

SCALE: 1"=100'

DATE: 02/25/02

PREPARED BY: P.H.

REVIEWED BY: L.S.

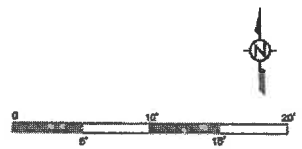
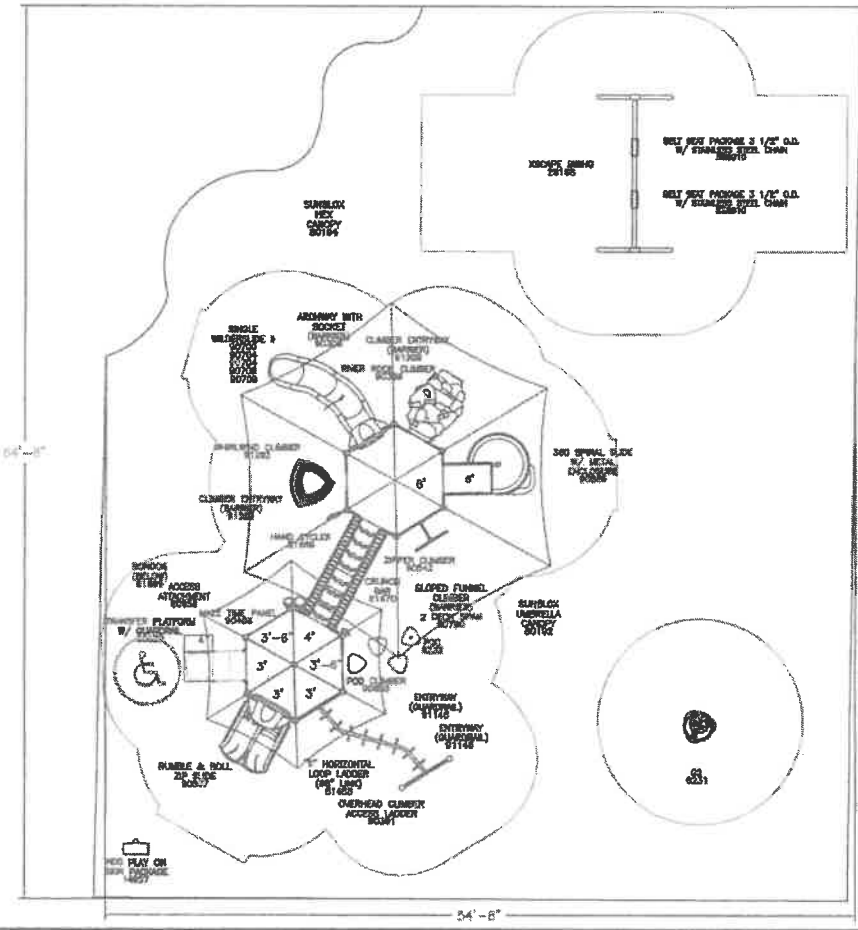
REV.:

FILE:HN-EXB-1.dwg

04 2154109

(13)

SITE PLAN



Area:
SF: 3300
LF: 230

City of Huntington Park
Freedom Park
Huntington Park, CA

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components			
Total Elevated Play Components Accessible By Ramp	10	Required	0
Total Elevated Components Accessible By Transfer	10	Required	6
Total Accessible Ground Level Components Shown	7	Required	3
Total Different Types Of Ground Level Components	5	Required	3

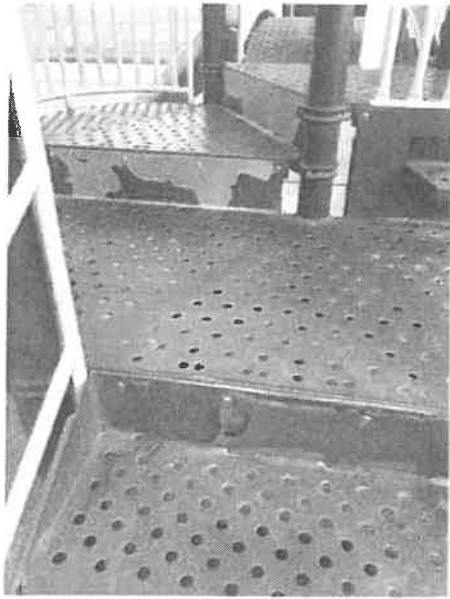
This play equipment is recommended for children ages 5 - 12

Minimum Area Required:

Scale:
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Safe surfacing material should be placed in the use zones of all equipment, as specified for each type of equipment, and so depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA Z-914.

Drawn By:
L.C.
Date:
12/18/2021
Drawing Name:
72848-01- Option 1



RESOLUTION NO. 2021-38

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK APPROVING APPLICATION(S) FOR
PER CAPITA GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

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

SECTION 1. Approves the filing of project application(s) for Per Capita program grant project(s); and

SECTION 2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and

SECTION 3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and

SECTION 4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Huntington Park's general or recreation plan (PRC §80063(a)), and

SECTION 5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and

SECTION 6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and

SECTION 7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Huntington Park will consider a range of actions that include, but are not limited to, the following:

(A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

1 (B) Mentoring new environmental, outdoor recreation, and conservation leaders
2 to increase diverse representation across these areas.

3 (C) Creating new partnerships with state, local, tribal, private, and nonprofit
4 organizations to expand access for diverse populations.

5 (D) Identifying and implementing improvements to existing programs to increase
6 visitation and access by diverse populations, particularly minority, low-income,
7 and disabled populations and tribal communities.

8 (E) Expanding the use of multilingual and culturally appropriate materials in
9 public communications and educational strategies, including through social
10 media strategies, as appropriate, that target diverse populations.

11 (F) Developing or expanding coordinated efforts to promote youth engagement
12 and empowerment, including fostering new partnerships with diversity-serving
13 and youth-serving organizations, urban areas, and programs.

14 (G) Identifying possible staff liaisons to diverse populations.

15 **SECTION 8.** Agrees that to the extent practicable, the project(s) will provide
16 workforce education and training, contractor and job opportunities for disadvantaged
17 communities (PRC §80001(b)(5)).

18 **SECTION 9.** Certifies that the grantee shall not reduce the amount of funding
19 otherwise available to be spent on parks or other projects eligible for funds under this
20 division in its jurisdiction. A one-time allocation of other funding that has been expended
21 for parks or other projects, but which is not available on an ongoing basis, shall not be
22 considered when calculating a recipient's annual expenditures. (PRC §80062(d)).

23 **SECTION 10.** Certifies that the grantee has reviewed, understands, and agrees
24 to the General Provisions contained in the contract shown in the Procedural Guide; and

25 **SECTION 11.** Delegates the authority to the City Manager, or designee to
26 conduct all negotiations, sign and submit all documents, including, but not limited to
27 applications, agreements, amendments, and payment requests, which may be
28 necessary for the completion of the grant scope(s); and

SECTION 12. Agrees to comply with all applicable federal, state and local laws,
ordinances, rules, regulations and guidelines.

(Signatures on the following page)

PASSED, APPROVED AND ADOPTED this 7th day of December, 2021 by
the following vote:

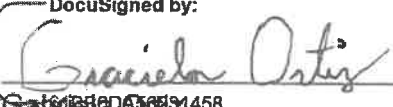
AYES: Councilmembers Avila, Sanabria, Macias, Vice Mayor Martinez,
and Mayor Ortiz

NOES: None

ABSENT: None

ABSTAIN: None

DocuSigned by:


Gabriela Ortiz, 1381D03891458...

Mayor

ATTEST:

DocuSigned by:


Eduardo Sarmiento, 50E0F2076514A1...
City Clerk

ATTACHMENT "B"

114 Spec Events Contributions

ASSETS		DEBITS	CREDITS
101.10-00	Cash & Investments / Operating Cash	109,318.59	
109.00-00	Cash & Investments / Interest Receivable	20.97	
TOTAL ASSETS			109,339.56
LIABILITIES			
FUND EQUITY			
TOTAL LIABILITIES			.00
245.00-00	Equity / Pr Yr Res for Encumbrance	2,013.00	
FUND BALANCE			111,352.56
TOTAL FUND EQUITY			109,339.56
TOTAL LIABILITIES AND FUND EQUITY			109,339.56

ATTACHMENT C



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Professional Architectural/Engineering/Playground Equipment Design Services
Plans, Specifications, and Estimate (PS&E)
CIP 2022-03 Salt Lake Park and CIP 2022-06 Freedom Park**

PROPOSAL DUE DATE: MARCH 9, 2023, 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpca.gov



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1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants for design services and the preparation of Plans, Specifications, and Estimate (PS&E) for playground equipment. Proposals are welcomed from qualified playground equipment manufacturers and/or vendors. The proposed design will lead to the construction of playgrounds that comply with current National Program for Playground Safety guidelines, standards and regulations that ensure safe, quality and inclusive playground spaces. Playground features must include equipment for both younger and older children. The design will build upon the enactment of previous safety initiatives and targets on mitigating the persistent concerns brought to staff's attention over the quality of the existing playground equipment. Properly designed playgrounds encourage active mobility, exercise and inclusivity. Improvements center on the health and wellness of space and place that address a youth population with the highest rate of obesity in the State.

2. OVERVIEW

In general, the City is looking for unique play equipment with engaging features and high play value that will encourage physical activity and enhance motor skill development. Equipment design must meet the requirements of the Americans with Disabilities Act (ADA), and utilize International Playground Equipment Manufacturers Association (IPEMA) certified equipment that meets or exceeds all federal and state guidelines, and conforms to the playground-related technical standards set by the American Society of Testing Materials International (ASTM) and the U.S. Consumer Products Safety Commission.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to the design of **CIP 2022-03 Salt Lake Park and CIP 2022-06 Freedom Park**. The consultant applying should have significant experience in preparing plans, specifications, and cost estimates. The objective of the project is to complete 100% design and secure approval of all plans, specifications, and cost estimates by **September 6, 2023**.

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

A. Task 1 – Conduct Field Review and Surveys

- The PS&E phase will include, but will not be limited to: data collection, field reconnaissance, measurements, architectural/engineering plans, layouts, typical sections, and construction details necessary to construct the required playground equipment. Play structure and amenities for ages 2-5. Play structure and amenities

for ages 5-12. One multiple-bay swing structure accommodating ages 5-12, ages 2-5, and a "mommy-and-me" style swing

- The Consultant shall evaluate, consider, and address existing ADA deficiencies in accordance with ADA regulations. Sidewalks/walkways leading to the playground areas will be designed and include slope percentages, elevations, etc. in compliance with ADA regulations. Improvements will comply with Greenbook and Caltrans Standards.
- Prepare Plans: Plans will be prepared using topographic base map as background in CAD format.
- Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions:

June 5, 2023 – 30% submittal

August 7, 2023 – 75% submittal

September 6, 2023 – Final 100% submittal

B. Task 2 – Prepare Design Plans for Construction

- Basic Requirements:
 - A. Play structures and amenities must be age appropriate with proper signage.
 - B. All products shall bear the certificate seal of IPEMA and shall meet or exceed ADA Accessibility Guidelines for Play Areas.
 - C. All equipment and surfacing shall conform to current playground-related ASTM and CPSC technical standards including, but not limited to:
 - ASTM F1487 (Playground Equipment)
 - ASTM F1292 & ASTM F3313 (Impact Attenuation of Playground Surfaces)
 - CPSC Publication 325: Public Playground Safety Handbook
- Design must be prepared to comply with all state, federal and local requirements for play structure equipment. Consultants are responsible for verifying site conditions. No allowances will be made if a consultant fails to adequately examine a location before submitting a proposal. All equipment shall be installed by a factory trained and certified installer (Phase II – Construction). Following installation, a full and thorough audit of all newly installed play equipment will be performed by an independent Certified Playground Safety Inspector (CPSI) hired by the City. Vendor(s) will be required to address and resolve any identified deficiencies

- Upon completion of 30% design, the consultant must schedule a scoping meeting with City staff to discuss any deviation from initial meeting(s) where staff approved the conceptual plan.
- Design Services shall follow and include a schedule. Allow a minimum of two (2) weeks for each City review. It is expected that 100% plans will be complete and include comments and input from the City.

C. Task 3 – Project Specifications at 30%, 75% and 100% Submittal

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

D. Task 4 – Construction Estimate

- Prepare an Engineer's construction estimate for the designed Project at 30%, 75% and 100% submittal in Microsoft Excel spreadsheet format. Cost estimates shall have quantities and unit prices with back-up calculations for all quantities. The consultant shall verify all unit prices at the time of final plan approval.

E. Task 5 – Permitting and Regulations

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

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

4. KEY PERSONNEL

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

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

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

6. INSURANCE REQUIREMENTS

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

7. EVALUATION CRITERIA

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

- Expertise, Experience and Training Plus Prior Contracting History (25%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Project Approach (25%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.

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

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

8. SELECTION PROCESS

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

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

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

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

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

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

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

Qualifications and Experience of Consultant's Personnel: Maximum 2-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this

RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

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

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

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

References: Each consultant must include at least 2 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Schedule and Schedule Control: Maximum 1-page schedule detailing when the specific Tasks will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables,

milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

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

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "CIP 2022-03 Salt Lake Park and CIP 2022-06 Freedom Park" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside. See the fee schedule below and utilize as the guide.

TASKS	ITEM	TOTAL
1	Two (2) Kickoff Scoping Meetings	
2	Six (6) Review Meetings with City	
3	Prepare & Submit 30% Design PS&E: Due June 5, 2023	
4	Prepare & Submit 75% Design PS&E: Due August 7, 2023	
5	Prepare & Submit 100% Design PS&E: Due September 6, 2023	
6	Answer Bidding RFIs/RFCs	
7	Attend Pre-Construction Meeting(s)	
8	Answer Construction RFIs/RFCs	
9	Review Construction Submittals/Shop Drawings	
10	As-Builts/Record Drawings	
TOTAL DETAILED FEE SCHEDULE		

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

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hpca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, FEBRUARY 27, 2023**.

In response to all questions received by this date, City will issue an Addendum on or before **5:00 PM, MARCH 6, 2023**. The addendum will be emailed to all RFP recipients on record.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit one (1) hard copy and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, MARCH 9, 2023**, to:

City of Huntington Park – City Clerk’s Office

Attn: Cesar Roldan, Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals will not be accepted.

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

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

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

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

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY’S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY’S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	February 10, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	February 27, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	March 6, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	March 9, 2023
TENTATIVE CITY COUNCIL AWARD DATE	March 21, 2023
APPROXIMATE NOTICE TO PROCEED DATE	March 27, 2023
100% FINAL PS&E TO THE CITY (TENTATIVE)	September 6, 2023

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



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

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

RECITALS

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

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

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

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

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

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

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year / (\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

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

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.

INDEPENDENT CONTRACTOR

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

IV.
INSURANCE

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

- 4.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 4.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 4.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V.

INDEMNIFICATION

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

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

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

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

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

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

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

VI.

TERMINATION

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

6.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

VII. MISCELLANEOUS PROVISIONS

- 7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

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

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

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

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

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

- 7.8 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 7.9 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 7.10 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 7.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 7.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 7.13 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 7.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 7.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 7.16 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 **AMENDMENT, MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 **MISCELLANEOUS.**
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
 - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS

Office of the City Clerk**INSURANCE REQUIREMENTS**

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

Coverage shall be at least as broad as:

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

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

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

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

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

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



Certificate Holder:

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

Acceptability of Insurers:

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

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

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



DATE

DATE (mm/dd/yyyy)

CERTIFICATE OF LIABILITY INSURANCE

Must have a Contact Name & Phone number or email address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:

Agent or Broker
Name & Address

INSURED:

Insured Name & Address

CONTACTS NAME _____ FAX _____ PHONE _____ FAX _____ E-MAIL _____ ADDRESS _____	INSURER(S) AFFORDING COVERAGE MAILING _____ INSURER A _____ INSURER B _____ INSURER C _____ INSURER D _____ INSURER E _____ INSURER F _____
--	--

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CERTIFICATE NUMBER:

REVISION NUMBER:

BOOK TYPE	TYPE OF INSURANCE	BOOK NUMBER	POLICY NUMBER	POLICY TYPE	POLICY PERIOD	LIMITS	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> Must mark either a "Y" or "N" </div> <div> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> COMB </div> <div> <input type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE <input type="checkbox"/> MEDICAL EXPENSE (SEE POLICY) <input type="checkbox"/> PERSONAL & ADULTERY <input type="checkbox"/> GENERAL AGENTS <input type="checkbox"/> PRODUCTS - COMMERCE ONLY </div>	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> COMB		<div style="border: 1px solid black; padding: 5px; text-align: center;">Policy Number</div>	<div style="border: 1px solid black; padding: 5px; text-align: center;">Current Policy Period</div>	TAILOR-MADE PREMIUM LIABILITY TO RETIREES MEDICAL EXPENSE (SEE POLICY) PERSONAL & ADULTERY GENERAL AGENTS PRODUCTS - COMMERCE ONLY	\$ \$ \$ \$ \$ \$	
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DESCRIPTION OF OPERATIONS / LOCATION(S) / VEHICLES: (ACORD 101, Additional Remarks Schedule, Only be attached if it is required to request)

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

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

Combined Single Limit:
 \$1,000,000

Each Accident:
 \$1,000,000

CERTIFICATE HOLDER:

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

CANCELLATION:

IF SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

SIGNATURE

ACORD 25 (2/16/03) The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

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

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

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

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

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

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

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

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

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

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

ITEM NO. 5



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 7, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED CONTRACTORS TO RESURFACE THE BASKETBALL COURTS AS PART OF CIP 2022-05 SALT LAKE PARK BASKETBALL COURT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Authorize staff to proceed with the advertisement of the Request for Proposal (RFP).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (City) received grant funds to resurface City owned and maintained basketball courts. The State of California Department of Parks and Recreation, Divisions of Boating and Waterways, Historic Preservation and Off-Highway Vehicles awarded the City the following project:

Salt Lake Park Basketball Court: Renovation of a basketball court and construction of minor improvements. Included in the grant are the addition of three (3) water-efficient drinking fountains and twenty (20) park benches adjacent to the courts. The project includes the following scope of work:

1. Resurface Basketball Courts: Four (4)
 - Power wash basketball courts (owner to provide water to contractor at no charge)
 - Patch cracks and spalls
 - Grind displaced areas on cracks so both sides are fairly level
 - Apply primer to bare areas

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED CONTRACTORS TO RESURFACE THE BASKETBALL COURTS AS PART OF CIP 2022-05 SALT LAKE PARK BASKETBALL COURT

February 7, 2023

Page 2 of 4

- Apply Sportmaster black acrylic resurfacer coat, 100% latex acrylic, mixed with #60 silica to smooth out surface and provide a superior base for color
 - Apply two coats of Sportmaster color, 100% latex acrylic, mixed with #90 silica sand for a medium speed of play
 - Stripe to specifications
 - Lines to be white latex acrylic line paint unless otherwise specified
 - Squeegee marks, lines or swirls are always visible in the application process
2. Remove and replace caulking with Sika-Flex 2CSL Grind edges for proper adhesion: 1,100 Lineal Feet.
3. Resurface Volleyball Courts: Two (2)
- Power wash Volleyball courts (owner to provide water to contractor at no charge)
 - Patch cracks and spalls
 - Grind displaced areas on cracks so both sides are fairly level
 - Apply primer to bare areas
 - Apply Sportmaster black acrylic resurfacer coat, 100% latex acrylic, mixed with #60 silica to smooth out surface and provide a superior base for color
 - Apply two coats of Sportmaster color, 100% latex acrylic, mixed with #90 silica sand for a medium speed of play
 - Stripe to specifications
 - Lines to be white latex acrylic line paint unless otherwise specified.
 - Squeegee marks, lines or swirls are always visible in the application process
4. Remove and replace caulking with Sika-Flex 2CSL and Grind edges for proper adhesion: 380 Lineal Feet.
5. Water-efficient drinking fountains: Three (3) Elkay or approved equal.
6. Park benches adjacent to the courts.

A formal RFP will be published to solicit proposals from qualified firms to provide the requested services. The following tentative schedule has been identified for this process:

RFP ISSUED	February 10, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	February 27, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	March 6, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	March 9, 2023
TENTATIVE CITY COUNCIL AWARD DATE	March 21, 2023

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED CONTRACTORS TO RESURFACE THE BASKETBALL COURTS AS PART OF CIP 2022-05 SALT LAKE PARK BASKETBALL COURT

February 7, 2023

Page 3 of 4

APPROXIMATE NOTICE TO PROCEED DATE	March 27, 2023
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LEGAL REQUIREMENT

The proposed work is classified as “maintenance work” and not considered a “public project” under Public Code Sections 20161(c) and 22002(d), therefore formal bidding is not required. This action is also consistent with Huntington Park Municipal Code Title 2 Administration Chapter 5 Purchasing System 2-5.12 Formal bid procedures.

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

ENVIRONMENTAL IMPACT

Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regards to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

FISCAL IMPACT/FINANCING

The City was awarded \$74,347 from the State for the renovation of the basketball courts and construction of minor improvements. The cost of the entire project, including the grant amount was estimated at \$118,955. Any overages beyond the available funds will require a City match. Approval of this action will allow staff to proceed with the bidding of this capital project. As soon as staff evaluates all bids, a recommendation will be made at a future city council meeting and include a well-defined structured budget.

CONCLUSION

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

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED CONTRACTORS TO RESURFACE THE BASKETBALL COURTS AS PART OF CIP 2022-05 SALT LAKE PARK BASKETBALL COURT

February 7, 2023

Page 4 of 4

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 'Cesar Roldan', with a stylized flourish at the end.

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Request For Proposals (RFP)
2. California Environmental Quality Act (CEQA)

ATTACHMENT "A"



CITY OF HUNTINGTON PARK REQUEST FOR PROPOSAL

**To Resurface the Basketball Courts at Salt Lake Park
(CIP No. 2022-05)**

PROPOSAL DUE DATE: March 9, 2023, 2:00 P.M.

6550 Miles Ave Huntington Park, CA 90255

Contact: Cesar Roldan, Public Works Director

323.584.6320

croldan@hpcg.gov



Table of Contents

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3.	INSURANCE REQUIREMENTS	3
4.	EVALUATION CRITERIA.....	3
5.	REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL.....	3
6.	QUESTIONS REGARDING THIS RFP	4
7.	PROPOSAL SUBMITTAL PROTOCOL	4
8.	PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION	5

1. SCOPE OF WORK

The City of Huntington Park (City) received grant funds to resurface City owned and maintained basketball courts. The State of California Department of Parks and Recreation, Divisions of Boating and Waterways, Historic Preservation and Off-Highway Vehicles awarded the City of Huntington Park the following project:

Salt Lake Park Basketball Court: Renovation of a basketball court and construction of minor improvements. Included in the grant are the addition of three (3) water-efficient drinking fountains and twenty (20) park benches adjacent to the courts.

City is soliciting Cost Proposals from qualified and experienced contractors for the following work at Salt Lake Park, located at 3401 E Florence Ave, Huntington Park, CA 90255:

- **Resurface Basketball Courts: Four (4)**
 - Power wash basketball courts (owner to provide water to contractor at no charge)
 - Patch cracks and spalls
 - Grind displaced areas on cracks so both sides are fairly level
 - Apply primer to bare areas
 - Apply Sportmaster black acrylic resurfacer coat, 100% latex acrylic, mixed with #60 silica to smooth out surface and provide a superior base for color
 - Apply two coats of Sportmaster color, 100% latex acrylic, mixed with #90 silica sand for a medium speed of play
 - Stripe to specifications
 - Lines to be white latex acrylic line paint unless otherwise specified
 - Squeegee marks, lines or swirls are always visible in the application process
- **Remove and replace caulking with Sika-Flex 2CSL Grind edges for proper adhesion: 1,100 Lineal Feet**
- **Resurface Volleyball Courts: Two (2)**
 - Power wash Volleyball courts (owner to provide water to contractor at no charge)
 - Patch cracks and spalls
 - Grind displaced areas on cracks so both sides are fairly level
 - Apply primer to bare areas
 - Apply Sportmaster black acrylic resurfacer coat, 100% latex acrylic, mixed with #60 silica to smooth out surface and provide a superior base for color
 - Apply two coats of Sportmaster color, 100% latex acrylic, mixed with #90 silica sand for a medium speed of play
 - Stripe to specifications
 - Lines to be white latex acrylic line paint unless otherwise specified.
 - Squeegee marks, lines or swirls are always visible in the application process
- **Remove and replace caulking with Sika-Flex 2CSL and Grind edges for proper adhesion: 380 Lineal Feet**
- **Water-efficient drinking fountains: Three (3) Elkay or approved equal**
- **Park benches adjacent to the courts: Twenty (20)**

The proposed work is classified as “maintenance work” and not considered a “public project” under Public Code Sections 20161(c) and 22002(d), therefore formal bidding is not required.

A. Procurement schedule:

1. RFP issued: February 10, 2023
2. Request for Information Due Date: 2:00 P.M., February 27, 2023
3. Proposal Due Date: 2:00 P.M., March 9, 2023
4. Tentative City Council Award Date: March 21, 2023
5. Tentative Notice to Proceed Date: March 27, 2023

2. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

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

3. INSURANCE REQUIREMENTS

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

4. EVALUATION CRITERIA

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

- Expertise, Experience and Training Plus Prior Contracting History (15%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history.
- Schedule (10%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- Compliance with RFP (5%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.
- Cost (70%)

5. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

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

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5x11 sheet of paper and the cover does not constitute a page:

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

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

Consultant's Background: Maximum 1-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the

background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 1-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

References: Each consultant must include at least 1 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Schedule and Schedule Control: Maximum 1-page schedule detailing when the specific Tasks will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost proposal for performing specific tasks identified in the RFP's Scope of Work.

6. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hpca.gov

Questions regarding this proposal shall be submitted via email by **2:00 P.M., February 27, 2023**. In response to all questions received by this date, City will issue an Addendum no later than 5 days prior to the proposal submittal due date. It is the consultant's responsible to check the City's website for any and all addendums.

7. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit one (1) hard copy and one (1) electronic copy on a flash drive of their Proposals no later than **2:00 PM, March 9, 2023** to:

City of Huntington Park

Cesar Roldan, Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals may not be accepted.

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

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

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

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals. City will follow protest procedures and dispute resolution process per 2 CFR Part 200.318(k), 2 CFR 172.5(c)(18).

ATTACHMENTS:

ATTACHMENT 1 – OUTDOOR WATER EFFICIENT DRINKING FOUNTAINS

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1

Durable, Quick and Convenient



LK4420BF1UEVG

Outdoor Tubular Drinking Solutions

Elkay® outdoor units offer attractive, long-lasting durability that withstands the elements. The resilient exterior is constructed from Type 316 stainless steel — standard on all Elkay outdoor tubular units! They are designed for high-traffic areas such as parks, pools, golf courses, and educational and work campuses.

Type 316 Stainless Steel

Incorporates molybdenum for increased corrosion resistance.

Is ideal for high-saline environments such as coastal regions and outdoor areas where deicing salts are common.

Sealed Freeze Resistance*

Our freeze-resistant models feature completely enclosed and sealed valves to keep water safe from contamination.

*Available on select models

Quick Fill and Laminar Flow

Quick fill rate is 1.0 GPM. Fills faster than a standard drinking fountain.

Laminar flow produces a clean fill with minimal splash.

Built Tough

Body constructed of 1/8" thick Type 316 stainless steel.

Durable, powder-coated exterior provides superior protection from the elements.

Vandal-resistant push buttons, bubblers and screws.

12 Stunning Colors



Beige



Black



Blue



Brown



Evergreen



Gray



Orange



Purple



Red



Terracotta



White



Yellow

Your Choice for Superior Products and Support

High-quality material: 316 stainless

Quick Fill: 1.0 GPM

Freeze Resistance: Sealed

Warranty: 5 years*

*Effective for tubular products sold after April 3, 2017

Visit elkay.com/outdoor

ELKAY.

2222 Camden Court Oak Brook, IL 60523 | 630.574.8484

elkay.com | ©2018 Elkay Manufacturing Company

(12/18)F-4860-ELK

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



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

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

RECITALS

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

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

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

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

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

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

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /(\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

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

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.
- 2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.
- 2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.
- 2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.
- 2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

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

III.
INDEPENDENT CONTRACTOR

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

IV.
INSURANCE

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

- 4.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 4.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 4.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V. INDEMNIFICATION

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

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

- 5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

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

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

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

VI.
TERMINATION

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

6.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

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

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

VII.
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

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

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

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

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

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

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

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

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

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

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

- 7.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 SEVERABILITY: If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 NON-WAIVER: The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 MISCELLANEOUS:
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
 - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

for bodily injury, personal injury and property damage, including operations, products and completed operations

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

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

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

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

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



Certificate Holder:

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

Acceptability of Insurers:

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

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

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



SUBJECT TO CHANGE ACCORDING TO EVENT

DATE

Must have a Contact Name & Phone number or email address

ACCORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Agent or Broker Name & Address

INSURED: Insured Name & Address

INSURER: INSURER A, INSURER B, INSURER C, INSURER D, INSURER E

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THE CITY OF HUNTINGTON PARK, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE TO BE COVERED AS ADDITIONAL INSUREDS.

CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, CA 90255

Signature

ACCORD 25 (2016/03) The ACCORD name and logo are registered marks of ACCORD

Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable

General Liab. Each Occurrence: \$2,000,000
Damage to Rented Perils or: \$1,000,000
Med Exp: \$5,000
Personal & Adv: \$1,000,000
Infir: \$1,000,000
General Aggregate: \$4,000,000
Products: \$1,000,000

Combined Single Limit: \$1,000,000

Each Accident: \$1,000,000

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

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

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

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

ATTACHMENT "B"



NOTICE OF EXEMPTION

To: X County Clerk, County of Los Angeles
12400 East Imperial Highway, Room 2001
Norwalk, CA 90650

____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, California 95814

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

Project Title/File No.: CIP 2022-01 SB1 Slurry Seal Project

Project Applicant: City of Huntington Park

Project Location: Project is located at the basketball courts at Salt Lake Park.

Project Description: Project rehabilitates the basketball courts.

Name of approving public agency: City of Huntington Park

Project Sponsor: City of Huntington Park Public Works Department

Exempt Status:

- ☐ Ministerial (Sec. 21080 (b)(1); 15268);
☐ Declared Emergency (Sec. 21080 (b)(3); 15269(a));
☐ Emergency Project (Sec 21080 (b)(4); 15263 (b)(c));
☒ Categorical Exemption. State type and section number: 15301 Class 1, Existing Facilities
☐ Statutory Exemptions. State code number: _____
☐ other: _____

Reason(s) why Project is exempt: The project is categorically exempt under Class 1 Existing Facilities Section 15301 of the California Environmental Quality Act due to the fact that the proposed improvements will be performed on existing City streets. Project will not pose any negative impacts to the surrounding area or the environment.

Lead Agency/Contact Person: Steve Forster **Telephone Number:** (323) 584-6392

Signature: _____ **Date:** 2/7/2023 **Title:** Community Development Director

Date received for filing and posting: _____

ITEM NO. 6



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 7, 2023

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 SUBMIT A FUNDING APPLICATION FOR TWO ELECTRIC BUS SHUTTLES TO THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to submit a funding application for two bus shuttles to the South Coast Air Quality Management District; and
2. Authorize the City Manager to sign all applicable documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The South Coast Air Quality Management District administers the Carl Moyer Memorial Air Quality Standards Attainment Program. The program emphasis is on improving air quality. This is a competitive grant that focuses on cleaning the air by replacing older heavy-duty diesels with electric, alternative-fuel, or cleaner diesel technologies.

PROJECTS MUST MEET THE FOLLOWING CRITERIA:

1. Result in surplus emissions reductions beyond current regulations.
2. Must meet compliance with applicable laws and applicable off-road and marine regulations
3. Must meet the cost-effectiveness limit(s) of the Carl Moyer Program
4. Non-public entities must provide at least 15% of the total project cost from non-public sources.
5. Operate at least 75% of the time within the South Coast AQMD for most project types.
6. The older vehicle/equipment must be scrapped.

CONSIDERATION AND APPROVAL TO SUBMIT A FUNDING APPLICATION FOR TWO ELECTRIC BUS SHUTTLES TO THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

February 7, 2023

Page 2 of 2

7. For repower and replacement projects, the engine must achieve a Nitrogen Oxides (NOx) emissions benefit of at least 15%.

On-Road project types include vehicle replacement and repower/conversion projects.

Eligible on-road equipment include:

- Heavy-duty trucks and buses with gross vehicle weight rating (GVWR) > 14,000 lbs
- Transit vehicles
- Solid Waste Collection vehicles
- Public agency and utility vehicles
- Emergency vehicles

The goal is to replace two (2) diesel fuel bus shuttles by purchasing two (2) electric bus shuttles with grant funds. The ability to purchase electric, zero-emission vehicles provides the residents of Huntington Park with clean-air bus shuttles that reduce the amount of pollutants that come from the gas fueled bus shuttles.

The application period for the 2023 Carl Moyer Program will close on May 9, 2023 at 11:59 PM. Staff recommends submittal of the grant application on or before the due date.

FISCAL IMPACT/FINANCING

There is not fiscal impact associated with the submittal of this application. Each electric bus shuttle costs approximately \$525,000, but will be grant funded if awarded.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ITEM NO. 7



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 7, 2023

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

Dear Mayor and Members of the City Council:

ADOPTION OF RESOLUTION APPROVING A RENEWAL OF THE GENERAL SERVICES AGREEMENT WITH LOS ANGELES COUNTY

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution approving the renewal of the City General Services Agreement with the County of Los Angeles for a period ending June 30, 2028; and
2. Authorize the Mayor to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City's General Services Agreement (GSA) with the County of Los Angeles will expire on June 30, 2023. The GSA is general in nature and simply authorizes the County to provide services requested by the City. Services provided under the GSA consist of "as-needed" time-limited services such as predatory animal control, prosecution of City ordinances, direct assessment collection, and a variety of public works services (as negotiated directly with the County departments). Ongoing services, such as law enforcement and public health code enforcement, are provided by the responsible County departments through different contracts known as Specific Service Agreements (SSAs). Any SSAs between the City and the County of Los Angeles are not affected by renewal of this GSA.

The GSA is for a five-year period, commencing July 1, 2023, through June 30, 2028, and can be terminated on July 1st of any year upon 30 days' prior written notice to the County.

FISCAL IMPACT/FINANCING

There is not fiscal impact associated with the adoption of the resolution and execution of the agreement.

ADOPTION OF RESOLUTION APPROVING A RENEWAL OF THE GENERAL SERVICES AGREEMENT WITH THE LOS ANGELES COUNTY

February 7, 2023

Page 2 of 2

CONCLUSION

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ricardo Reyes', with a stylized, flowing script.

RICARDO REYES
City Manager

A handwritten signature in black ink, appearing to read 'Cesar Roldan', with a stylized, flowing script.

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. Resolution approving the renewal of General Service Agreement with County of Los Angeles
- B. Existing General Services Agreement
- C. New General Services Agreement
- D. Matrix Contract Services Provided to Cities

ATTACHMENT "A"

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ATTACHMENT "B"

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2018, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Huntington Park, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness.

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2023, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2023, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2023, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

by their duly authorized officers.

Executed this 29th day of June 2018.

The City of Huntington Park.

By [Signature]
Mayor

ATTEST:

City Clerk

By [Signature]
Deputy

THE COUNTY OF LOS ANGELES

By [Signature]
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Acting Executive Officer-Clerk of the
Board of Supervisors



By [Signature]
Deputy JUN 29 2018

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By [Signature]
Senior Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

11 JUN 06 2018

[Signature]
CELIA ZAVALA
ACTING EXECUTIVE OFFICER

ATTACHMENT C

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, July 1, 2023, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Huntington Park, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2028, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2028, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2028, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____ 2023.

The City of Huntington Park,

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By _____
Senior Deputy

ATTACHMENT "D"

(Via Agreement)

[illegible]

**SERVICES PROVIDED TO CITIES BY THE COUNTY OF LOS ANGELES
(Via Agreement)**

[illegible]

[illegible]

¹ The Department of Animal Care & Control (DACC) provides Limited Field Services to Commerce, Culver City, Duarte, El Monte, Hawthorne, Lancaster, Lawndale, Monterey Park, Palos Verdes Estates, and Torrance; and Limited Sheltering to Culver City, Hawthorne, and West Hollywood.

² The City of Los Angeles contracts with the Departments of Beaches & Harbors and Fire for maintenance and lifeguard services for four beaches located within the city through a Joint Powers Agreement (JPA) with the County.

³ The Fire Department provides beach lifeguard services to the City of El Segundo through a contract with Chevron.

⁴ The Internal Services Department provides IT services (mainframe access) for the City of Los Angeles and IT services (eGis services) for the Cities of Arcadia, Hawthorne, Redondo Beach, Santa Monica and Torrance.

⁵ The Department of Mental Health (DMH) contracts with the City of Gardena to provide socialization services.

⁶ DMH entered into a MOA with the Cities of Alhambra, Azusa, Bell, Bell Gardens, Covina, Culver City, Downey, Glendora, Huntington Park, Montebello, Monterey Park, Signal Hill, South Gate, Vernon, and West Covina police departments to develop mental health evaluation team and co-response models.

⁷ DMH entered into a partnership through a Memorandum of Cooperative Agreement with the City of Burbank to develop a mental health evaluation team and one FTE psychiatric social worker for the provision of crisis mental health services.

⁸ The LA County Library has an MOU established with four cities, including Diamond Bar, Malibu, Manhattan Beach, and West Hollywood. The dot indicates County Library services are provided to these cities.

⁹ The Registrar-Recorder/County Clerk provides Document Transfer Tax Collection services to 88 cities in the County. It also provides election services to all cities through an approved City Council resolution and adopted by the Board of Supervisors.

¹⁰ The Registrar-Recorder/County Clerk's Your Online Document Archive (YODA) is in-house electronic archive system.

¹¹ The Data Information Management System (DIMS) is a contracted-system that manages voter registration information.

Page 3 of 3

ITEM NO. 8



CITY OF HUNTINGTON PARK

FINANCE

City Council Agenda Report

February 7, 2023

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 SPENDING AUTHORIZATION PLAN
AND SPENDING APPROPRIATIONS RESOLUTION FOR FISCAL YEAR 2022-23***

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Retitle the Mid-Year Budget Review staff report, continued by Council from the January 17, 2023 agenda, now titled as the Spending Authorization Plan request.
2. Approve the FY 2022-23 Spending Authorization Plan document.
3. Adopt Resolution No. 2022-xx authorizing the appropriations requested in the Spending Appropriations request for FY 2022-23.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As stated in the City of Huntington Park municipal code section 2-3.1002, the Office of Director of Finance is established, which states that the Director of Finance "shall be responsible for all the functions and duties of the Finance Department and shall perform all the financial and accounting duties imposed...". The financial and accounting duties imposed upon the Director of Finance includes the accounting estimates, revenue projections, and compilation of expenditure budget requests for presentation of the City Spending Plan or Budget for approval on or before June 30th.

The FY 2022-23 Budget that was due June 30, 2022 was never completed by the previous Director of Finance, who left the City before presenting the 2022-23 Budget with spending authorization for the FY that began July 1, 2022 and ends June 30, 2023.

Thus, City Departments had to continue operations to deliver vital City services to the residents, administratively, under a "continuing appropriations" policy, adhering to the spending authorization amounts approved by the City Council during the prior year.

CONSIDERATION AND APPROVAL OF THE SPENDING AUTHORIZATION PLAN AND SPENDING APPROPRIATIONS RESOLUTION FOR FISCAL YEAR 2022-23

February 7, 2023

Page 2 of 5

Today's spending plan proposal is effectively a request that the City Council ratify the continuing appropriations policy, which was implemented administratively by staff.

By adopting the Spending Authorization Plan document and Spending Appropriations Resolution for FY 2022-23, this will authorize the spending activity of City operations during the first seven months of this fiscal year and on through June 30, 2023.

Note: The FY 2022-23 Spending Authorization Plan document relies on all the budget analyses and discussions for the preparation of the FY 2021-22 City budget, using the adopted document as the base numbers for FY 2022-23, adjusting for inflation where needed. There are also some essential budget requests submitted by the City Manager's Office, which were added to the FY 2022-23 Spending Authorization Plan.

Due to backlog of three (3) fiscal years that have not been closed or audited, and accounting reconciliations and delinquent bookkeeping and recordkeeping, which was exacerbated by the data breach in 2021 and the turnover of key staff in the Finance Department in 2022, staff is contrived to bring forward a Spending Authorization Plan, rather than an appropriate City Budget for FY 2022-23.

As stated earlier, even with these recordkeeping constraints and the lack of available financial information, the City still has to deliver Public Safety and other mission-critical operations to the residents and businesses of the City of Huntington Park. This requires that, at a minimum, essential non-discretionary Spending Appropriations be considered for approval to allow the City to continue operations through June 30, 2023.

With the approval of the CIP Project #2022-08 to reconstruct the City's accounting records, this will ensure that future City Budget proposals will meet the City Council's high standards to allow them to carry out their fiscal stewardship priorities.

This CIP Project is expected to be completed during the next 12 to 13 months.

THE CITY HAS \$47.6 MILLION IN THE BANK AT DECEMBER 31, 2022

As accountants, keeping an accurate record of the City's financial health is essential. Although the total cash balance is not typically discussed in budget meetings, in light of the recent delay in presenting the FY 2022-23 Spending Authorization Plan request, our team felt it was relevant and valuable to showcase the **actual cash in the City of Huntington Park's bank accounts as of December 31, 2022.**

As of December 31, 2022, the City of Huntington Park has exactly **\$47,639,095.04** in "liquid" cash balances at six (6) different bank accounts. *This cash balance "excludes" petty cash, receivable balances, and of course, payables at December 31, 2022.*

This does not mean the entire \$47.6 million in cash balances represents "spendable" cash as it belongs to various funds of the City, including Enterprise Funds, Special Funds, etc.

**CONSIDERATION AND APPROVAL OF THE SPENDING AUTHORIZATION PLAN
AND SPENDING APPROPRIATIONS RESOLUTION FOR FISCAL YEAR 2022-23**

February 7, 2023

Page 3 of 5

In answering the question, "how much of this \$47.6 million in cash belongs to the General Fund, or other fund of the City", this will only be answered upon completion of the ROAR CIP Project #2008-22 currently underway.

QUARTERLY FINANCIAL REPORTING

Staff will return in April with an update on the year-to-date expenditures and revenues through March 31, 2023 to provide the Council with a greater confidence level on Spending Authorization Plan estimates approved. Although fund balances will not be completely available until each of the four fiscal years of the ROAR CIP project are completed, staff can still provide actual data on the revenues and expenditures, by fund, for the current FY 2022-23.

FISCAL IMPACT/FINANCING

The fiscal impact of this Spending Authorization Plan and Appropriation Resolution totals \$87,370,700, funded with \$82,911,400 in estimated revenues and \$4,459,300 in projected cash reserves of the City as follows:

	SPENDING	REVENUES
General Fund	\$38,924,200	\$38,969,700
Special Revenue Funds	\$29,241,800	\$24,799,000
Internal Service Funds	\$ 6,149,500	\$ 8,176,800
Enterprise Funds	\$ 8,656,600	\$ 6,428,700
Fiduciary Funds	<u>\$ 4,398,600</u>	<u>\$ 4,537,200</u>
TOTAL ALL FUNDS	<u>\$87,370,700</u>	<u>\$82,911,400</u>

To compare with the Spending Appropriations from FY 2021-22, the General Fund was approved last year in the amount of \$37,802,619 and all other Special Funds were approved (in total) in the amount of \$47,580,731, for a grand total \$85,383,350 Spending Appropriations approved for all Funds in FY 2021-22.

In summary, this means that the General Fund expenditures are going up by \$1,121,581 in FY 2022-23 due to inflation adjustments, and all other Special Funds "increased" by \$865,769, also to fund inflation adjustments in FY 2022-23 when compared to FY 2021-22 as shown above.

SPENDING AUTHORIZATION PLAN – "SUPPLEMENTAL BUDGET REQUESTS ":

The complete Spending Authorization Plan document is labeled Exhibit A in the Resolution. The City Manager wishes to highlight separately the "Supplemental" requests from Departments in the Exhibit B to the Resolution.

CONSIDERATION AND APPROVAL OF THE SPENDING AUTHORIZATION PLAN AND SPENDING APPROPRIATIONS RESOLUTION FOR FISCAL YEAR 2022-23

February 7, 2023

Page 4 of 5

The following is the summary list of Spending Authorization Plan expenditures that the City Manager wishes to highlight separately as Supplemental Budget Requests:

1. Exhibit B (Departments' Supplemental Budget Requests) totals \$5,300,800.
2. Exhibit C (Gann Spending Limit) totals \$53,492,330; the \$38,969,700 the applicable General Fund is compliance with the limit in FY 2022-23.

The above list of highlighted spending items is already included in the Exhibit B of the Spending Appropriations Resolution.

PERSONNEL CHANGES and PRIORITY BUDGET ITEMS:

Here is the list of Personnel Changes and Priority Budget Items for FY 2022-23 which the City Manager's Office wishes to highlight for the City Council:

Personnel Changes:

- City Council
 - Remove: Administrative Assistant
 - Add: Administrative Analyst
- Administration
 - Remove: Executive Assistant
- City Clerk
 - Remove: Junior Deputy City Clerk and Administrative Clerk
 - Add: Deputy City Clerk, and Administrative Analyst
- Human Resources
 - Remove: Risk Management Analyst and Human Resources Specialist
 - Add: Human Resources Assistant and Management Analyst

Priority Budget Items:

- Parks and Recreation
 - Youth Football Program \$15,000 (CDBG)
 - 5k and Health Expo \$45,000 (General Fund)
 - Diabetic Friendly Menu Pilot Program \$20,000 (General Fund)
- Communications
 - Art Walk on Pacific \$45,000 (General Fund)
 - State of the City \$10,000 (General Fund)

GANN SPENDING LIMIT FY 2022-23

The Gann Spending Limit is a constitutional measure that voters approved back in 1979. It limits the City's spending to its 1978-79 levels, but allows a compounded growth rate equal to the change in population and the change in inflation.

**CONSIDERATION AND APPROVAL OF THE SPENDING AUTHORIZATION PLAN
AND SPENDING APPROPRIATIONS RESOLUTION FOR FISCAL YEAR 2022-23**

February 7, 2023

Page 5 of 5

The last Gann Spending Limit calculation approved by the City in 2022 totaled \$50,270,022. This spending limit was WRONG. It should have been higher due to incorrect math used by the previous Finance Director.

Because the 2022 Gann Spending Limit was wrong, staff believes the 2021 and prior year's Gann Spending Limits were also wrong. Nevertheless, even under the "lower" Gann Spending Limit from 2022, the City of Huntington Park is "well under" the limit.

As part of the FY 2023-24 Annual Budget preparation, staff will go back and recalculate the Gann Spending Limit back to FY 1978-79 using the Department of Finance data for annual inflation and population changes. This will ensure a more accurate Gann Spending Limit for next year's budget process.

This year's Gann Spending Limit is being "increased" to \$53,492,330 after a reported 7.55% increase in inflation, and "decreased" due to a 1.06% drop in reported population, as stated by the California Department of Finance.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

JOHN HERRERA, CPA
Interim Finance Director

ATTACHMENT(S)

- A. Resolution Authorizing Spending Appropriations for the FY 2022-23 Spending Authorization Plan.
- B. Department's Supplemental Budget Items for FY 2022-23.
- C. Gann Spending Limit for FY 2023.

ATTACHMENT "A"

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SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 7th day of February 2023.

Eduardo Martinez,
Mayor

ATTEST:

Eduardo Sarmiento,
City Clerk

City of Huntington Park



Fiscal Year 2022-23 Spending Authorization Plan

**City of Huntington Park
List of Principal Officials**

CITY COUNCIL

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

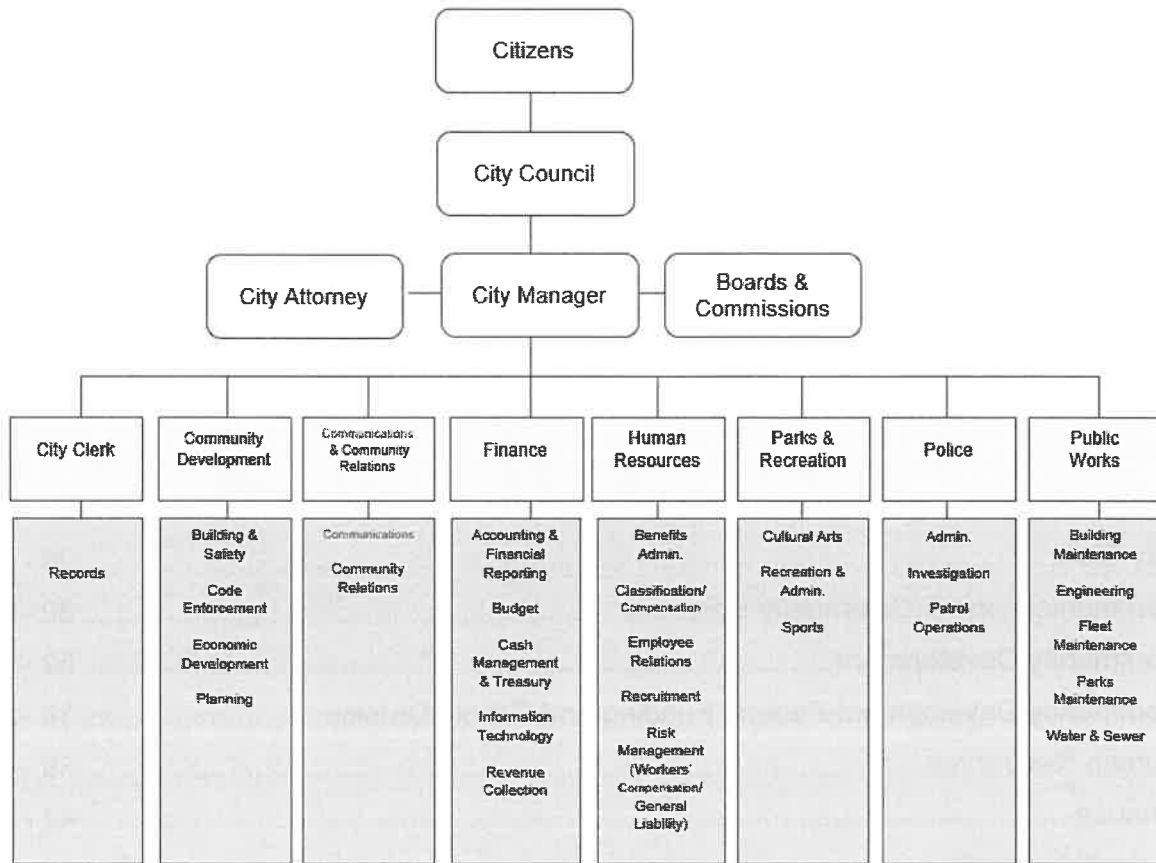
ADMINISTRATION AND DEPARTMENT HEADS

City Manager Ricardo Reyes
City Attorney Arnold Alvarez-Glasman
Assistant City Manager Raul Alvarez
City Clerk Eduardo “Eddie” Sarmiento
Director of Communications and Community Relations Sergio Infanzon
Director of Community Development Steve Forster
Director of Finance John Herrera, CPA
Director of Parks and Recreation Cynthia Norzagaray
Chief of Police Cosme Lozano
Director of Public Works Cesar Roldan
Human Resources Marisol Nieto

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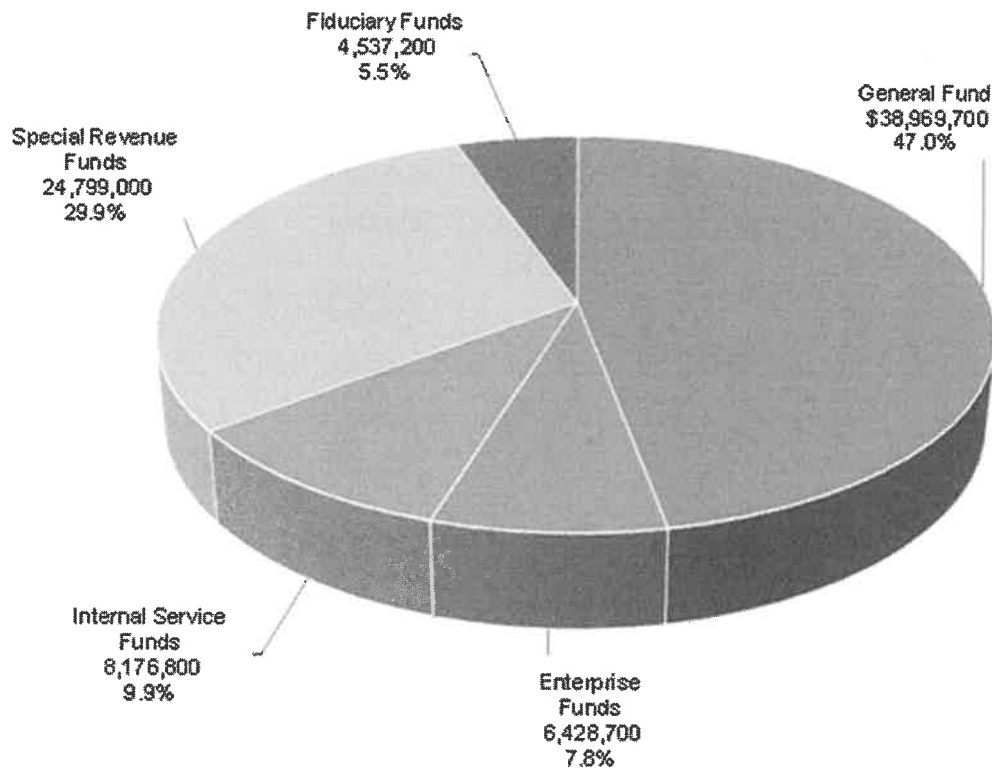
City Organizational Chart



Revenues

FY 2020-21 All Funds Revenue

Revenues	Fiscal Year 2021-22 Adopted	Fiscal Year 2022-23 Inflation Reserve	Fiscal Year 2022-23 Proposed
General Fund	\$ 37,177,973	\$ 1,746,600	\$ 38,969,700
Special Revenue Funds	23,618,074	1,180,800	24,799,000
Internal Service Funds	7,787,398	389,400	8,176,800
Enterprise Funds	6,122,600	306,100	6,428,700
Fiduciary Funds	4,321,111	216,100	4,537,200
Total	\$ 79,027,156	\$ 3,839,000	\$ 82,911,400



Total Revenues Budget: \$82,911,400

Revenues

	2021-22 Adopted	2022-23 Inflation Reserve	2022-23 Proposed
GENERAL FUND			
PROPERTY TAXES			
111-0000-311.10-10 Property Tax Secured	971,300	48,600	1,019,900
111-0000-311.40-00 Real Property Transfer	77,500	3,900	81,400
111-0000-311.50-00 Home Owner Tax Relief	2,200	100	2,300
111-0000-311.60-00 RDA Pass Through	425,300	21,300	446,600
PROPERTY TAXES TOTAL	1,476,300	73,900	1,550,200
SALES TAX			
111-0000-313.10-00 Sales & Use Tax	7,705,300	385,300	8,090,600
111-0000-313.10-05 Measure S Sales Tax	5,470,800	273,500	5,744,300
111-0000-342.10-10 Public Safety Augmentation	185,800	9,300	195,100
SALES TAX TOTAL	13,361,900	668,100	14,030,000
UTILITY USERS' TAX			
111-0000-316.10-00 Utility Users' Tax	4,088,400	204,400	4,292,800
111-0000-316.10-05 Prepaid Wireless	125,300	6,300	131,600
111-0000-316.15-00 Telephone UUT	756,500	37,800	794,300
UTILITY USERS' TAX TOTAL	4,970,200	248,500	5,218,700
MOTOR VEHICLE LICENSE FEES			
111-0000-336.40-00 Motor Vehicle In-Lieu Pmt	6,944,410	347,200	7,291,600
111-0000-336.20-00 Motor Vehicle License Fee	44,500	2,200	46,700
MOTOR VEHICLE LICENSE FEES TOTAL	6,988,910	349,400	7,338,300
LICENSES AND PERMITS			
111-0000-321.10-50 Animal License	13,600	700	14,300
111-0000-322.10-10 Building	500,000	25,000	525,000
111-0000-322.10-40 Misc. Building	-	-	-
111-0000-322.10-45 Occupancy Permit	10,000	500	10,500
111-0000-322.10-50 Encroachment Fees	48,000	2,400	50,400
111-0000-322.60-05 Fireworks Fee	3,500	200	3,700
111-0000-342.10-20 Burglar Alarm Fees	500	-	500
LICENSES AND PERMITS TOTAL	575,600	28,800	604,400
COMMUNITY DEVELOPMENT FEES			
111-0000-322.20-00 Plan Check	165,000	8,300	173,300
111-0000-322.30-00 Engineering Plan Check	2,500	100	2,600
111-0000-322.40-00 SMIP FEES	2,200	100	2,300
111-0000-322.40-05 BSASRF	1,000	100	1,100
111-0000-322.55-05 Dispensary Fee	210,000	10,500	220,500
111-0000-341.10-00 Zoning & Subdivision	215,400	10,800	226,200
111-0000-342.20-00 Residential Pre-Sale Inspection	17,600	900	18,500
111-0000-399.90-40 Engineering Permits	150,000	7,500	157,500
COMMUNITY DEVELOPMENT FEES TOTAL	763,700	38,300	802,000
BUSINESS LICENSE			
111-0000-321.10-00 Business	1,260,100	63,000	1,323,100
111-0000-321.10-20 Processing Fee Business	172,600	8,600	181,200
111-0000-321.10-30 SB1186-Disability Access	14,800	700	15,500
BUSINESS LICENSE TOTAL	1,447,500	72,300	1,519,800
OTHER GOVERNMENTAL REVENUE			
111-0000-331.55-00 American Rescue Plan	-	-	-
111-0000-333.30-00 Meas. W-Safe Clean Water	419,510	21,000	440,500
111-0000-335.20-10 STC Training for Corrections	1,000	100	1,100
111-0000-335.20-15 Mental Health Trng Grant	-	-	-
111-0000-335.20-20 Standard Training	10,000	500	10,500
111-0000-335.46-00 Senior Meal Program	-	-	-
OTHER GOVERNMENTAL REVENUE TOTAL	430,510	21,600	452,100

Revenues

GENERAL FUND CONTINUED		2021-22 Adopted	2022-23 Inflation Reserve	2022-23 Proposed
CHARGES FOR SERVICES				
111-0000-342.10-30	Special Police Services	58,800	2,900	61,700
111-0000-342.10-40	Vehicle Impound Release	66,800	3,300	70,100
111-0000-342.10-45	Towing Admin Fees	52,300	2,600	54,900
111-0000-342.10-55	Booking Fee City of Vernon	38,500	1,900	40,400
111-0000-342.30-10	Meter Parking	385,000	19,300	404,300
111-0000-346.10-00	Animal Various Services	1,000	100	1,100
111-0000-344.20-30	UPW Admin Reimb	56,700	2,800	59,500
111-0000-344.20-40	UPW Bulky Reimb	28,400	1,400	29,800
111-0000-362.20-10	Lease Payment	-	-	-
111-0000-362.40-10	Parking Pilot Program	12,000	600	12,600
111-0000-395.10-00	Reimbursements	10,000	500	10,500
111-0000-395.10-05	Damage to City Property	20,000	1,000	21,000
111-0000-395.30-00	State Mandated Costs	-	-	-
111-0000-395.40-05	Staff Time P.D.	-	-	-
111-0000-395.40-10	Staff Time Other Depts	-	-	-
CHARGES FOR SERVICES TOTAL		729,500	36,400	765,900
PARKS AND RECREATION FEES				
111-0000-347.20-00	Sports Youth	43,800	2,200	46,000
111-0000-347.20-05	Splash Pad Fees	9,000	500	9,500
111-0000-347.25-00	Sports Adult	11,000	600	11,600
111-0000-347.30-00	Personnel Fees	60,000	3,000	63,000
111-0000-347.40-00	Pre-School	12,000	600	12,600
111-0000-347.50-00	Special Interest	30,000	1,500	31,500
111-0000-347.60-00	Excursions	2,500	100	2,600
111-0000-347.70-00	Facility Fees	200,000	10,000	210,000
111-0000-347.70-05	Passes	20,000	1,000	21,000
111-0000-347.90-00	Misc Revenue	-	-	-
PARKS AND RECREATION FEES TOTAL		388,300	19,500	407,800
FINES AND FORFEITURES				
111-0000-335.20-30	Welfare Inmate	500	-	500
111-0000-342.40-00	Administrative Hearing Fee	181,600	9,100	190,700
111-0000-351.10-10	Citations	1,702,900	85,100	1,788,000
111-0000-351.10-30	Local Municipal Court	7,000	400	7,400
111-0000-351.30-00	Vehicle Code Fines	43,000	2,200	45,200
FINES AND FORFEITURES TOTAL		1,935,000	96,800	2,031,800
MISCELLANEOUS REVENUE				
111-0000-391.10-70	Special Events	-	-	-
111-0000-395.10-10	Employee Benefit Share	-	-	-
111-0000-399.77-05	Special Events	-	-	-
111-0000-399.90-90	Miscellaneous Income	10,000	500	10,500
111-0000-399.90-92	NSF Fees	-	-	-
MISCELLANEOUS REVENUE TOTAL		10,000	500	10,500
INVESTMENT AND RENTAL INCOME				
111-0000-361.10-00	Interest Income	150,000	7,500	157,500
111-0000-362.10-00	Rents & Concessions	15,000	800	15,800
111-0000-362.20-15	Metro Transit Lease	35,000	1,800	36,800
INVESTMENT AND RENTAL INCOME TOTAL		200,000	10,100	210,100

Revenues

<u>GENERAL FUND CONTINUED</u>		<u>2021-22 Adopted</u>	<u>2022-23 Inflation Reserve</u>	<u>2022-23 Proposed</u>
TRANSFERS IN				
111-0000-391.10-90	Pension Tax	-	-	-
111-0000-391.20-10	Water	-	-	-
111-0000-391.82-99	Fund Balance for CIP	2,252,553	-	2,297,700
TRANSFERS IN TOTAL		<u>2,252,553</u>	<u>-</u>	<u>2,297,700</u>
FRANCHISE FEE				
111-0000-318.10-00	Franchise Fee	1,562,400	78,100	1,640,500
FRANCHISE FEE TOTAL		<u>1,562,400</u>	<u>78,100</u>	<u>1,640,500</u>
TRANSIENT OCCUPANCY TAX				
111-0000-318.30-00	Transient Occupancy Tax	85,600	4,300	89,900
TRANSIENT OCCUPANCY TAX TOTAL		<u>85,600</u>	<u>4,300</u>	<u>89,900</u>
GENERAL FUND TOTAL		<u>37,177,973</u>	<u>1,746,600</u>	<u>38,969,700</u>

Revenues

	2021-22 Adopted	2022-23 Inflation Reserve	2022-23 Proposed
SPECIAL REVENUE FUNDS			
SPECIAL EVENTS CONTRIBUTIONS			
INMATE WELFARE			
121-0000-361.10-00 Interest Income	-	-	-
INMATE WELFARE TOTAL	-	-	-
PREVENTION INTERVENTION			
122-0000-361.10-00 Interest Income	-	-	-
PREVENTION INTERVENTION TOTAL	-	-	-
CROSSWALK SAFETY			
202-0000-336.75-00 Crosswalk Safety	1,490,000	74,500	1,564,500
202-0000-361.10-00 Interest Income	-	-	-
CROSSWALK SAFETY TOTAL	1,490,000	74,500	1,564,500
MEASURE M			
210-0000-314.50-00 Measure M	847,390	42,400	889,800
210-0000-361.10-00 Interest Income	3,000	200	3,200
MEASURE M TOTAL	850,390	42,600	893,000
EMPLOYEE S' RETIREMENT			
216-0000-311.10-10 Secured	3,990,500	199,500	4,190,000
216-0000-311.50-00 Home Owner Tax Relief	16,700	800	17,500
216-0000-311.60-00 Residual Tax	4,492,500	224,600	4,717,100
216-0000-319.10-00 Penalties & Interest Delq	12,320	600	12,900
216-0000-361.10-00 Interest Income	10,000	500	10,500
EMPLOYEE S' RETIREMENT TOTAL	8,522,020	426,000	8,948,000
SALES TAX- TRANSIT PROPOSITION A			
219-0000-314.10-00 Prop A	1,201,880	60,100	1,262,000
219-0000-314.30-00 MTA Bus Passes	5,000	300	5,300
219-0000-340.10-00 Dial-A-Ride Services	1,000	100	1,100
219-0000-340.30-00 Fixed Route Fares	30,000	1,500	31,500
219-0000-361.10-00 Interest Income	2,000	-	2,000
219-0000-362.20-10 Lease Payment	-	-	-
219-0000-395.41-15 Fuel Reimbursement	110,000	5,500	115,500
SALES TAX- TRANSIT PROPOSITION A TOTAL	1,349,880	67,500	1,417,400
SALES TAX- TRANSIT PROPOSITION C			
220-0000-314.20-00 Prop C	996,920	49,600	1,046,700
220-0000-361.10-00 Interest Income	3,000	-	3,000
220-0000-395.41-15 Fuel Reimbursement	-	-	-
SALES TAX- TRANSIT PROPOSITION C TOTAL	999,920	49,600	1,049,700
STATE GASOLINE TAX			
221-0000-335.40-10 Fund 2105	336,910	16,800	353,700
221-0000-335.40-20 Fund 2106	192,660	9,600	202,300
221-0000-335.40-30 Fund 2107	428,490	21,400	449,900
221-0000-335.40-40 Fund 2107.5	7,500	400	7,900
221-0000-335.45-00 Road and Maint Rehab SB1	1,143,300	57,200	1,200,500
221-0000-335.50-00 2103	458,630	22,900	481,500
221-0000-335.60-10 TCRF Loan Repayment	-	-	-
221-0000-361.10-00 Interest Income	20,000	1,000	21,000
STATE GASOLINE TAX TOTAL	2,567,490	129,300	2,716,800

Revenues

SPECIAL REVENUE FUNDS CONTINUED	2021-22 Adopted	2022-23 Inflation Reserve	2022-23 Proposed
MEASURE R			
222-0000-336.87-00 I Park Pay Station	-	-	-
222-0000-340.65-05 Street Project	747,690	37,400	785,100
222-0000-361.10-00 Interest Income	10,000	500	10,500
222-0000-395.41-15 Fuel Reimbursement	-	-	-
MEASURE R TOTAL	757,690	37,900	795,600
OFFICE OF TRAFFIC & SAFETY			
224-0000-335.30-96 OTS STEP	89,400	4,500	93,900
224-0000-351.50-00 Vehicle Impound PT0703	5,000	300	5,300
224-0000-361.10-00 Interest Income	180	-	200
OFFICE OF TRAFFIC & SAFETY TOTAL	94,580	4,800	99,400
CAL COPS			
225-0000-361.10-00 Interest Income	1,000	100	1,100
225-0000-335.30-10 Supplemental Law Enforcement	159,900	8,000	167,900
CAL COPS TOTAL	160,900	8,100	169,000
AIR QUALITY IMPROVEMENT TRUST			
226-0000-330.10-00 AB2766	39,770	2,000	41,800
226-0000-361.10-00 Interest Income	500	-	500
AIR QUALITY IMPROVEMENT TRUST TOTAL	40,270	2,000	42,300
OFFICE OF CRIMINAL JUSTICE			
227-0000-331.20-00 JAG 2017	26,277	1,300	27,600
227-0000-361.10-00 Interest Income	-	-	-
OFFICE OF CRIMINAL JUSTICE TOTAL	26,277	1,300	27,600
POLICE FORFEITURE			
229-0000-352.15-05 L.A. Impact Reimbursement	-	-	-
229-0000-352.20-00 Treasury Fed Asset	10,000	500	10,500
229-0000-361.10-00 Interest Income	-	-	-
POLICE FORFEITURE TOTAL	10,000	500	10,500
ART IN PUBLIC PLACES			
232-0000-318.50-00 Art In Pblc Place Assessment	6,000	300	6,300
232-0000-361.10-00 Interest Income	200	-	200
ART IN PUBLIC PLACES TOTAL	6,200	300	6,500
COMMUNITY DEVELOPMENT BLOCK GRANT			
239-0000-331.40-10 HCDA	4,792,706	239,600	5,032,300
239-0000-361.10-00 Interest Income	-	-	-
239-0000-399.90-91 Miscellaneous Income	-	-	-
COMMUNITY DEVELOPMENT BLOCK GRANT TOTAL	4,792,706	239,600	5,032,300
HUD HOME PROGRAM			
242-0000-331.30-00 County Grant	60,151	3,000	63,200
242-0000-361.10-00 Interest Income	-	-	-
HUD HOME PROGRAM TOTAL	60,151	3,000	63,200
SOLID WASTE RECYCLE GRANT			
287-0000-334.10-00 Beverage Container Grant	-	-	-
287-0000-334.20-00 Used Oil Recycling Grant	16,000	800	16,800
287-0000-361.10-00 Interest Income	200	-	200
287-0000-399.90-91 Miscellaneous Income	-	-	-
SOLID WASTE RECYCLE GRANT TOTAL	16,200	800	17,000

Revenues

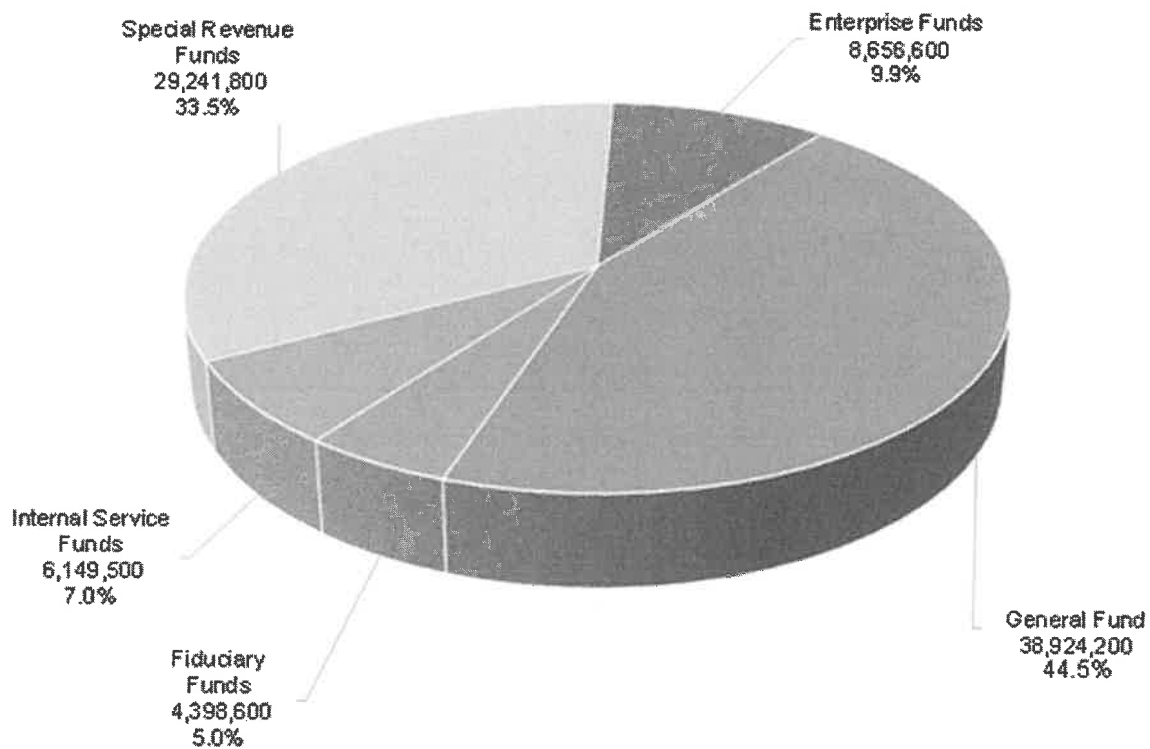
SPECIAL REVENUE FUNDS CONTINUED	2021-22 Adopted	2022-23 Inflation Reserve	2022-23 Proposed
PED/BIKE PATH			
334-0000-334.30-00 TDA/Bike Path	45,000	2,300	47,300
334-0000-361.10-00 Interest Income	-	-	-
PED/BIKE PATH TOTAL	45,000	2,300	47,300
PUBLIC FINANCING AUTHORITY			
475-0000-361.10-00 Interest Income	45,000	2,300	47,300
475-0000-395.10-00 Reimbursements	-	-	-
PUBLIC FINANCING AUTHORITY TOTAL	45,000	2,300	47,300
STREET LIGHT & LANDSCAPE ASSESSMENT			
535-0000-311.30-30 Measure L	1,755,800	87,800	1,843,600
535-0000-361.10-00 Interest Income	7,600	400	8,000
STREET LIGHT & LANDSCAPE ASSESSMENT TOTAL	1,763,400	88,200	1,851,600
ENTERPRISE FUNDS			
SEWER MAINTENANCE			
283-0000-344.30-00 Sewer Maintenance	282,700	14,100	296,800
283-0000-361.10-00 Interest Income	5,000	300	5,300
SEWER MAINTENANCE TOTAL	287,700	14,400	302,100
SOLID WASTE MANAGEMENT			
285-0000-334.10-00 Beverage Container Grant	-	-	-
285-0000-344.20-10 AB 939 Fees	196,800	9,800	206,600
285-0000-361.10-00 Interest Income	5,000	300	5,300
285-0000-399.90-90 Miscellaneous Income	-	-	-
SOLID WASTE MANAGEMENT TOTAL	201,800	10,100	211,900
WATER			
681-0000-322.55-05 Dispensary Fee	50,100	2,500	52,600
681-0000-345.10-10 Water	5,480,400	274,000	5,754,400
681-0000-345.10-20 Meter Services	-	-	-
681-0000-345.10-40 Delinquent Charges	26,700	1,300	28,000
681-0000-345.10-60 Meter Recalibration	-	-	-
681-0000-361.10-00 Interest Income	50,500	2,500	53,000
681-0000-395.10-05 Damage to City Property	-	-	-
681-0000-399.10-10 Reimbursements	5,000	300	5,300
681-0000-399.10-20 Stand By Charges	20,400	1,000	21,400
681-0000-399.10-35 Lease Payments	-	-	-
WATER TOTAL	5,633,100	281,600	5,914,700

Revenues

	2021-22 Adopted	2022-23 Inflation Reserve	2022-23 Proposed
INTERNAL SERVICE FUNDS			
OTHER POST-EMPLOYMENT BENEFITS			
217-0000-361.10-00 Interest Income	-	-	-
217-0000-391.10-05 Pension Tax	-	-	-
217-0000-391.10-10 General Fund	1,768,213	88,400	1,856,600
217-0000-391.20-10 Water	46,903	2,300	49,200
217-0000-391.20-20 Sewer	1,849	100	1,900
217-0000-391.20-30 Solid Waste	1,266	100	1,400
217-0000-391.40-10 Prop C Sales Tax	10,736	500	11,200
217-0000-391.40-20 Prop A Sales Tax	7,287	400	7,700
217-0000-391.40-22 Measure R	3,599	200	3,800
217-0000-391.40-30 Gas Tax	101,032	5,100	106,100
217-0000-391.65-40 Street Light Assessment	15,379	800	16,200
217-0000-391.81-20 Successor Agency	11,286	600	11,900
217-0000-395.10-00 Reimbursements	-	-	-
OTHER POST-EMPLOYMENT BENEFITS TOTAL	1,967,550	98,500	2,066,000
FLEET MAINTENANCE			
741-0000-361.10-00 Interest Income	-	-	-
741-0000-391.10-10 General Fund	947,427	47,400	994,800
FLEET MAINTENANCE TOTAL	947,427	47,400	994,800
RISK MANAGEMENT			
745-0000-361.10-00 Interest Income	-	-	-
745-0000-391.10-05 Pension Tax	-	-	-
745-0000-391.10-10 General Fund	4,186,439	209,200	4,395,800
745-0000-391.20-10 Water	553,169	27,700	580,900
745-0000-391.20-20 Sewer	33,688	1,700	35,400
745-0000-391.20-30 Solid Waste	6,129	300	6,400
745-0000-391.40-10 Prop C Sales Tax	6,686	300	7,000
745-0000-391.40-20 Prop A Sales Tax	4,539	200	4,700
745-0000-391.40-22 Measure R	2,242	100	2,300
745-0000-391.40-30 Gas Tax	62,922	3,100	66,000
745-0000-391.65-40 Street Light Assessment	9,578	500	10,100
745-0000-391.81-20 Successor Agency	7,029	400	7,400
745-0000-395.10-00 Reimbursements	-	-	-
RISK MANAGEMENT TOTAL	4,872,421	243,500	5,116,000
FIDUCIARY FUNDS			
SUCCESSOR AGENCY			
275-0000-312.50-05 RPTTF ALLOCATION	4,321,111	216,100	4,537,200
275-0000-361.10-00 Interest Income	-	-	-
275-0000-363.10-00 Rental Southland Steel	-	-	-
SUCCESSOR AGENCY TOTAL	4,321,111	216,100	4,537,200

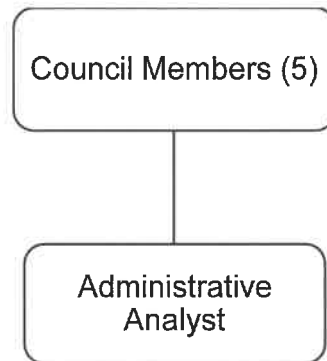
Expenditures

Expenditures	Fiscal Year 2021-22 Adopted	Fiscal Year 2022-23 Inflation Reserve	Fiscal Year 2022-23 Proposed
General Fund	37,802,619	1,121,581	38,924,200
Special Revenue Funds	28,752,046	489,754	29,241,800
Internal Service Funds	6,028,952	120,548	6,149,500
Enterprise Funds	8,487,371	169,229	8,656,600
Fiduciary Funds	4,312,362	86,238	4,398,600
Total	\$ 85,383,350	\$ 1,987,350	\$ 87,370,700



Total Expenditures Budget: \$ 87,370,700

Organizational Chart by Position



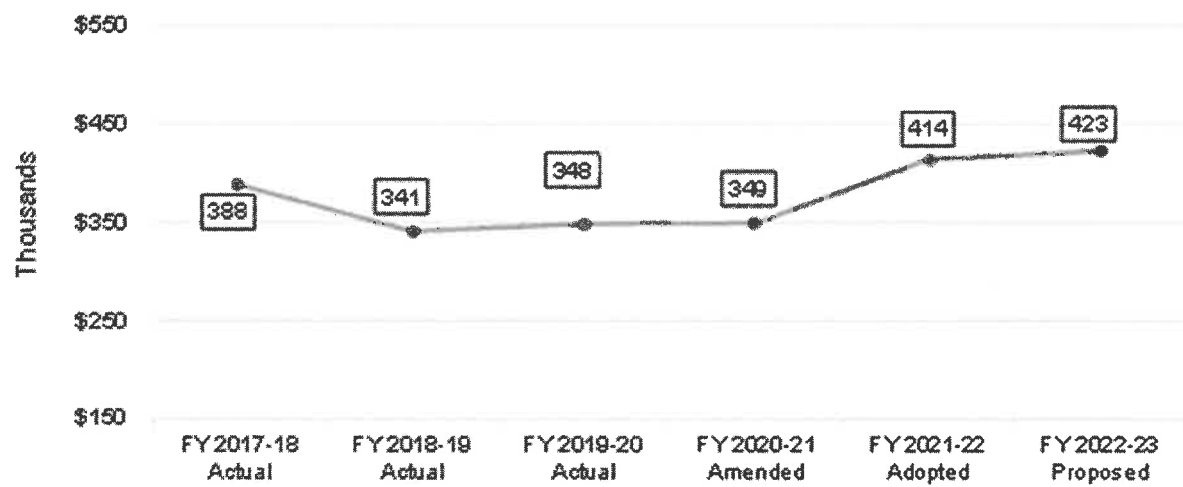
City Council

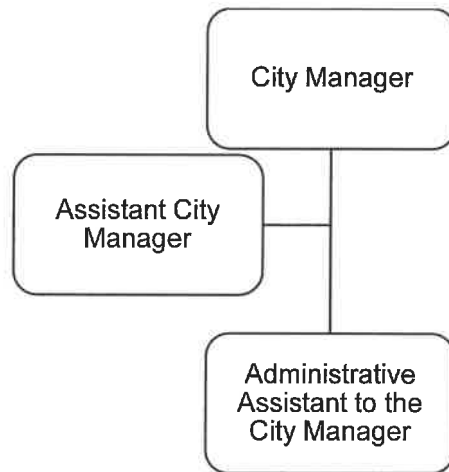
<u>Expenditure/Expense Classification</u>	<u>2021-22 Adopted</u>	<u>2022-23 Inflation Reserve</u>	<u>2022-23 Proposed Budget</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	137,246	2,700	140,000
Additional Pay	2,100	-	2,100
Allowances	720	-	700
Overtime	-	-	-
Sick Leave Buy Back	1,423	-	1,500
PARS/PERS Retirement	29,273	600	29,900
CalPERS Unfunded Liability	45,427	900	46,300
Fringe Benefits	79,154	1,600	80,700
Medicare	2,031	-	2,100
Salary & Benefits Total	297,374	5,800	303,300
<u>Maintenance & Operations</u>			
Office Equipment Maintenance	1,520	-	1,600
Professional Development	22,500	500	23,000
Community Outreach/Materials	37,500	800	38,300
Material and Supplies	3,500	100	3,600
Telephone & Wireless	4,710	100	4,800
Council Meeting Expenses	5,700	100	5,800
Maintenance & Operations Total	75,430	1,600	77,100
<u>Internal Service Charges</u>			
Workers' Compensation	15,149	300	15,500
General Liability	26,194	500	26,700
Internal Service Charges Total	41,343	800	42,200
<u>Capital Outlay</u>			
Equipment	-	-	-
Capital Outlay Total	-	-	-
Total Expenditures/Expenses	414,147	8,200	422,600

TOTAL BY FUND

<u>FUND TITLE</u>	<u>AMOUNT</u>
111- General Fund	360,000
216- Employees Retirement	62,600
	422,600

Departmental Expenditures
Fiscal Years 2017-18 to 2022-23



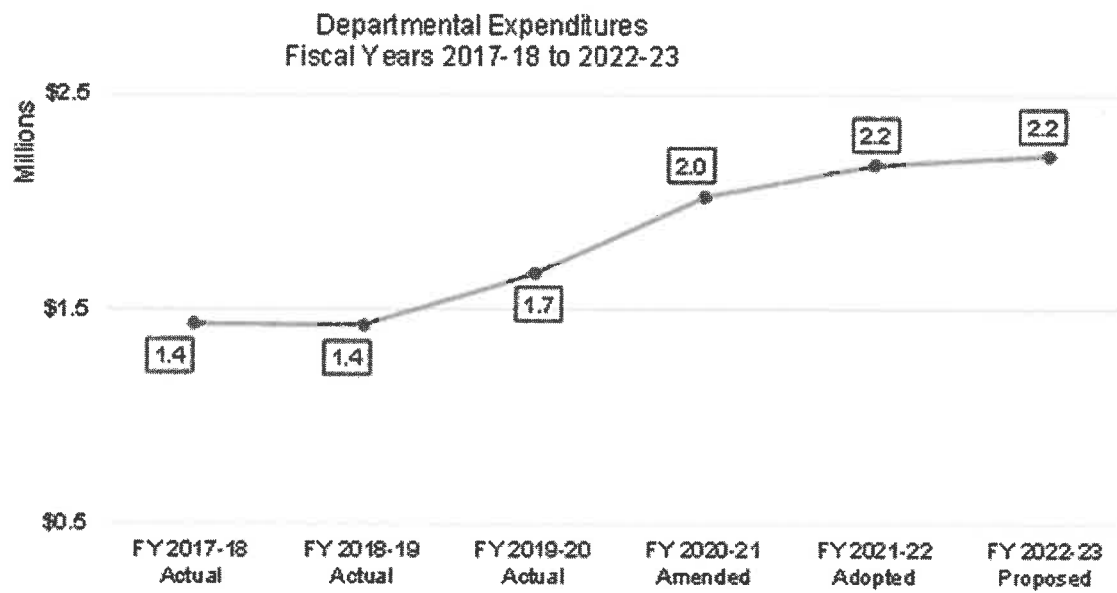
Organizational Chart by Position

City Manager

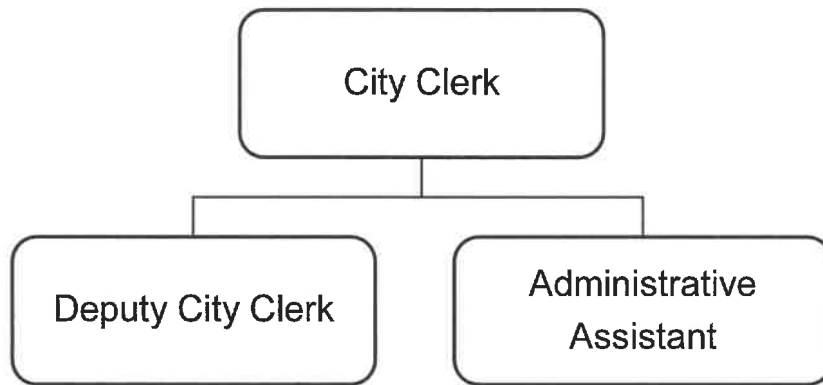
<u>Expenditure/Expense Classification</u>	<u>2021-22 Adopted</u>	<u>2022-23 Inflation Reserve</u>	<u>2022-23 Proposed Budget</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	488,616	9,800	498,400
Salaries Temporary/Part Time	-	-	-
Additional Pay	8,400	200	8,600
Allowances & Stipends	-	-	-
Holiday Pay	-	-	-
Overtime	-	-	-
Sick Leave Buy Back	6,533	100	6,700
Payout	-	-	-
PARS/PERS Retirement	44,544	900	45,400
CalPERS Unfunded Liability	128,362	2,600	130,900
Fringe Benefits	96,725	1,900	98,700
Medicare	7,466	100	7,600
City Paid Deferred Compensation	17,895	400	18,300
Salary & Benefits Total	798,541	16,000	814,600
<u>Maintenance & Operations</u>			
Office Equipment Maintenance	1,520	-	1,600
Equipment Lease	87,720	1,800	89,500
Professional/Contractual Services	271,250	5,400	276,700
Professional Development	227,190	4,500	231,700
Material and Supplies	13,400	300	13,700
Legal Services	580,000	11,600	591,600
Telephone & Wireless	3,500	100	3,600
Council Meeting Expenses	-	-	-
Public Events	1,000	-	1,000
Maintenance & Operations Total	1,185,580	23,700	1,209,400
<u>Internal Service Charges</u>			
Workers' Compensation	39,859	800	40,700
Fleet Maintenance	-	-	-
General Liability	149,480	3,000	152,500
Internal Service Charges Total	189,339	3,800	193,200
<u>Capital Outlay</u>			
Equipment	-	-	-
Capital Outlay Total	-	-	-
Total Expenditures/Expenses	2,173,460	43,500	2,217,200

TOTAL BY FUND

<u>FUND TITLE</u>	<u>AMOUNT</u>
111- General fund	2,021,600
216- Employees Retirement	176,300
219- Sales Tax- Transit Prop A	19,300
	<u>2,217,200</u>



Organizational Chart by Position



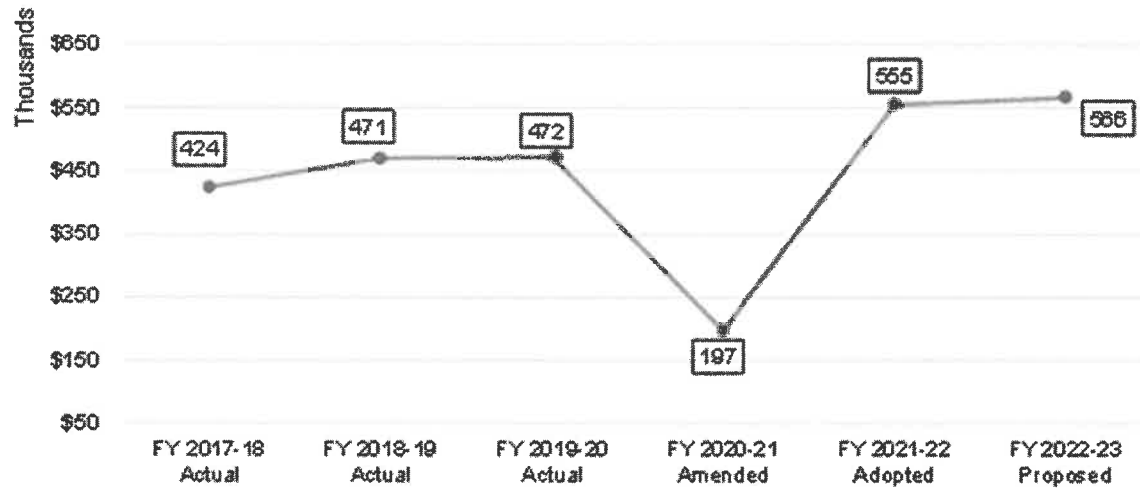
City Clerk

<u>Expenditure/Expense Classification</u>	<u>2021-22 Adopted</u>	<u>2022-23 Inflation Reserve</u>	<u>2022-23 Proposed Budget</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	188,023	3,800	191,800
Salaries Temporary/Part Time	-	-	-
Additional Pay	6,300	100	6,400
Allowances	-	-	-
Overtime	1,000	-	1,000
Payout	-	-	-
Sick Leave Buy Back	758	-	800
PARS/PERS Retirement	18,295	400	18,700
CalPERS Unfunded Liability	11,129	200	11,400
Fringe Benefits	58,357	1,200	59,500
Medicare	2,818	100	2,900
Salary & Benefits Total	286,680	5,800	292,500
<u>Maintenance & Operations</u>			
Municipal Election	150,000	3,000	153,000
Office Equipment Maintenance	-	-	-
Professional/Contractual Services	58,050	1,200	59,200
Telephone & Wireless	-	-	-
Membership and Dues	880	-	900
Material and Supplies	3,750	100	3,800
Advertising & Publication	9,500	200	9,700
Maintenance & Operations Total	222,180	4,500	226,600
<u>Internal Service Charges</u>			
Workers' Compensation	16,389	300	16,700
General Liability	29,975	600	30,600
Internal Service Charges Total	46,364	900	47,300
<u>Capital Outlay</u>			
Equipment	-	-	-
Capital Outlay Total	-	-	-
Total Expenditures/Expenses	555,224	11,200	566,400

TOTAL BY FUND

<u>FUND TITLE</u>	<u>AMOUNT</u>
111- General Fund	536,300
216- Employees Retirement	30,100
	<u>566,400</u>

Departmental Expenditures
Fiscal Years 2017-18 to 2022-23



Communications & Community Relations

Organizational Chart by Position



Communications & Community Relations

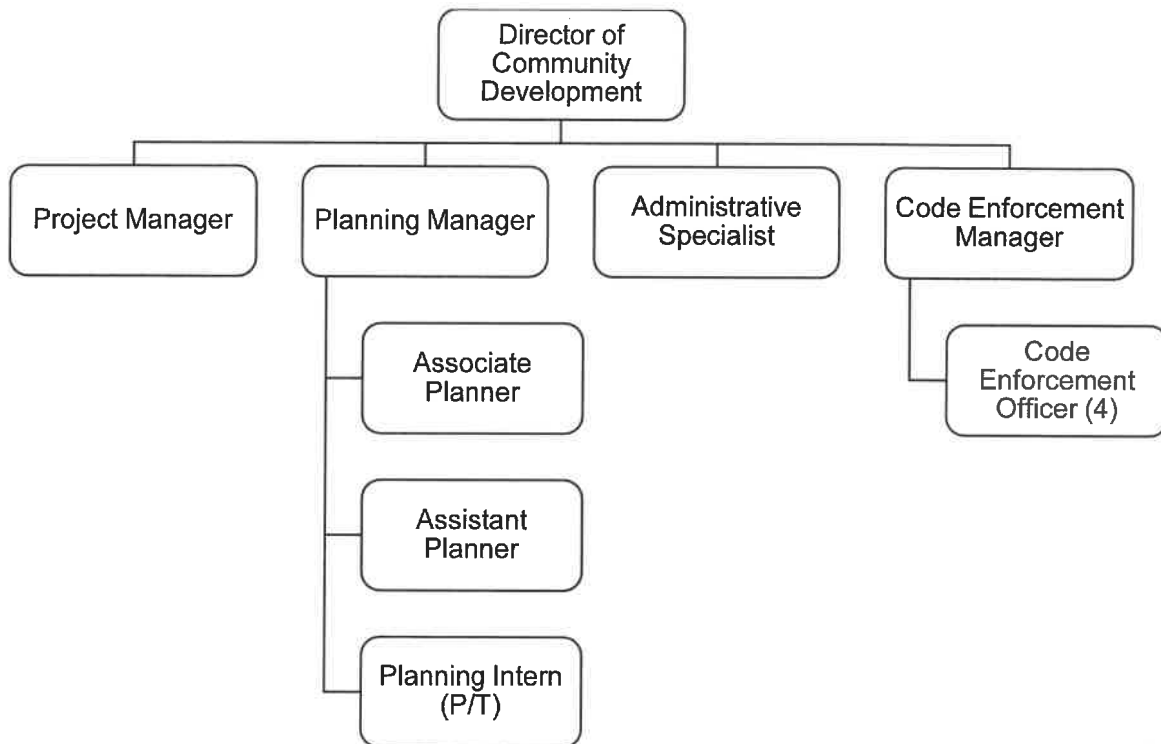
<u>Expenditure/Expense Classification</u>	<u>2021-22 Adopted</u>	<u>2022-23 Inflation Reserve</u>	<u>2022-23 Proposed Budget</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	181,203	3,600	184,800
Additional Pay	4,200	100	4,300
Allowances	720	-	700
Overtime	1,000	-	1,000
PARS/PERS Retirement	14,332	300	14,600
Fringe Benefits	35,731	700	36,400
Medicare	2,688	100	2,700
Salary & Benefits Total	239,874	4,800	244,500
<u>Maintenance & Operations</u>			
Professional/Contractual Services	105,000	2,100	107,100
Community Outreach	8,000	200	8,200
Material and Supplies	2,000	-	2,000
Maintenance & Operations Total	115,000	2,300	117,300
<u>Internal Service Charges</u>			
Workers' Compensation	15,282	300	15,600
General Liability	19,856	400	20,300
Internal Service Charges Total	35,138	700	35,900
Total Expenditures/Expenses	390,012	7,800	397,700

TOTAL BY FUND

<u>FUND TITLE</u>	<u>AMOUNT</u>
111- General Fund	397,700
	<u>397,700</u>

Community Development

Organizational Chart by Position



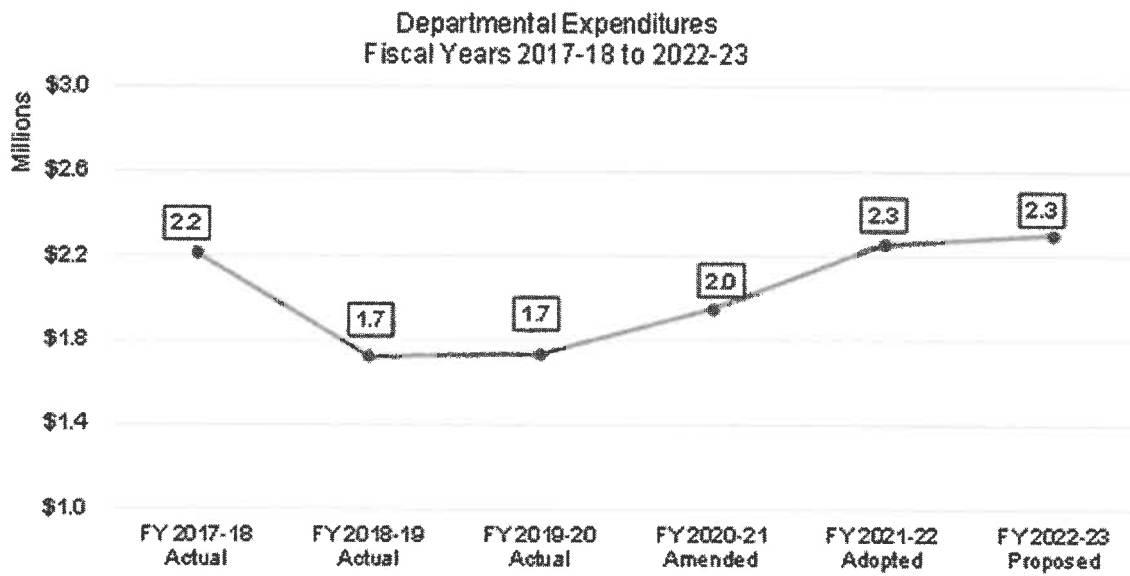
Community Development

<u>Expenditure/Expense Classification</u>	<u>2021-22 Adopted</u>	<u>2022-23 Inflation Reserve</u>	<u>2022-23 Proposed Budget</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	843,596	16,900	860,500
Salaries Temporary/Part Time	14,326	300	14,600
Additional Pay	23,700	500	24,200
Premium Pay	-	-	-
Allowances & Stipends	8,821	200	9,000
Overtime	6,150	100	6,300
Holiday/Vacation Payout	-	-	-
Sick Leave Buy Back	9,013	200	9,200
PARS/PERS Retirement	118,180	2,400	120,500
CalPERS Unfunded Liability	172,272	3,400	175,700
Fringe Benefits	186,343	3,700	190,100
Medicare	12,901	300	13,200
Salary & Benefits Total	1,395,302	28,000	1,423,300
<u>Maintenance & Operations</u>			
Office Equipment Maintenance	-	-	-
Professional/Contractual Services	14,500	300	14,800
Building Inspection	550,000	11,000	561,000
Membership and Dues	-	-	-
Material and Supplies	8,000	200	8,200
Advertising and Publication	-	-	-
Telephone & Wireless	2,160	-	2,200
Postage	300	-	300
Miscellaneous Refunds	-	-	-
Maintenance & Operations Total	574,960	11,500	586,500
<u>Internal Service Charges</u>			
Workers' Compensation	72,905	1,500	74,400
Fleet Maintenance	42,296	800	43,100
General Liability	171,678	3,400	175,100
Internal Service Charges Total	286,879	5,700	292,600
<u>Capital Outlay</u>			
Equipment	-	-	-
Capital Outlay Total	-	-	-
Total Expenditures/Expenses	2,257,141	45,200	2,302,400

TOTAL BY FUND

<u>FUND TITLE</u>	<u>AMOUNT</u>
111- General Fund	2,045,200
216- Employees Retirement	257,200
	<u>2,302,400</u>

Community Development



Community Development-Federal Funding and Grants Division

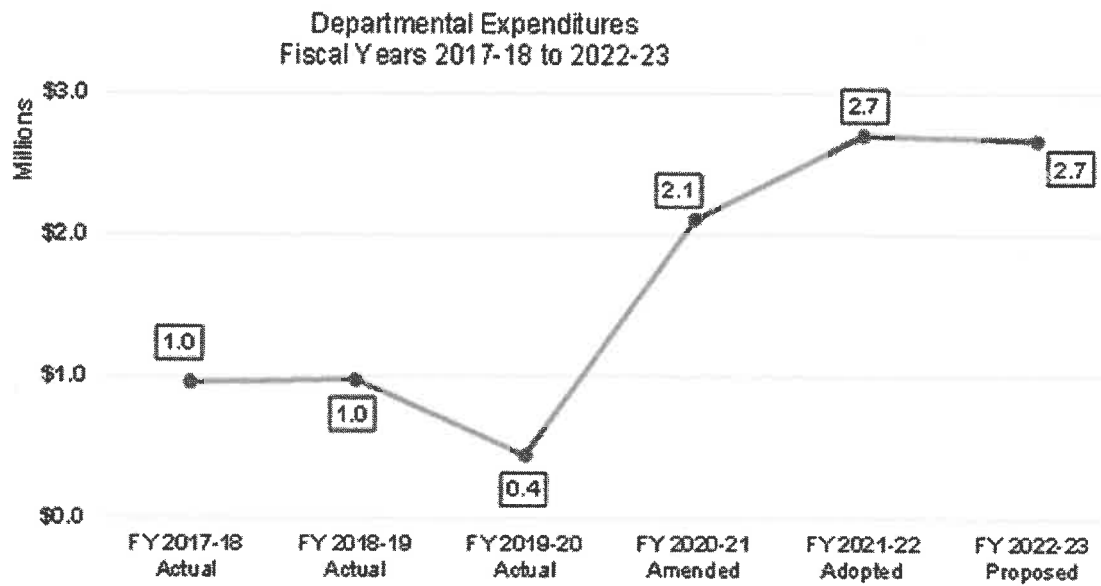
<u>Expenditure/Expense Classification</u>	<u>2021-22 Adopted</u>	<u>2022-23 Inflation Reserve</u>	<u>2022-23 Proposed Budget</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	87,076	1,700	88,800
Additional Pay	2,100	-	2,100
Overtime	-	-	-
Holiday/Vacation Payout	-	-	-
PARS/PERS Retirement	9,765	200	10,000
Fringe Benefits	24,553	500	25,000
Medicare	1,293	-	1,300
Salary & Benefits Total	124,787	2,400	127,200
<u>Maintenance & Operations</u>			
Professional/Contractual Services	319,231	6,400	325,600
Membership and Dues	2,000	-	2,000
Material and Supplies	6,000	100	6,100
Advertising and Publication	5,000	100	5,100
Covid-19 Assistance Programs	425,000	8,500	433,500
Minor Home Repairs	150,000	3,000	153,000
Affordable Housing	-	-	-
Lead Abatement Program	-	-	-
First Time Home Buyer	1,575,695	31,500	1,607,200
Hybrid Learning Program	-	-	-
Fair Housing Services	10,000	200	10,200
Maintenance & Operations Total	2,492,926	49,800	2,542,700
Total Expenditures/Expenses	2,617,713	52,200	2,669,900

TOTAL BY FUND

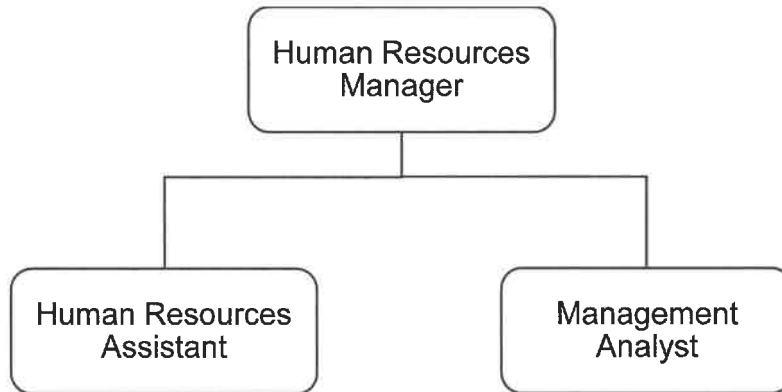
	AMOUNT
239 - COMMUNITY DEVELOPMENT B	2,608,500
242 - HUD HOME PROGRAM	61,400
TOTAL FEDERAL FUNDING AND GRANTS	
DIVISION BY FUND	2,669,900

Note: Hybrid Learning Program was removed from the budget

Community Development-Federal Funding and Grants Division



Organizational Chart by Position

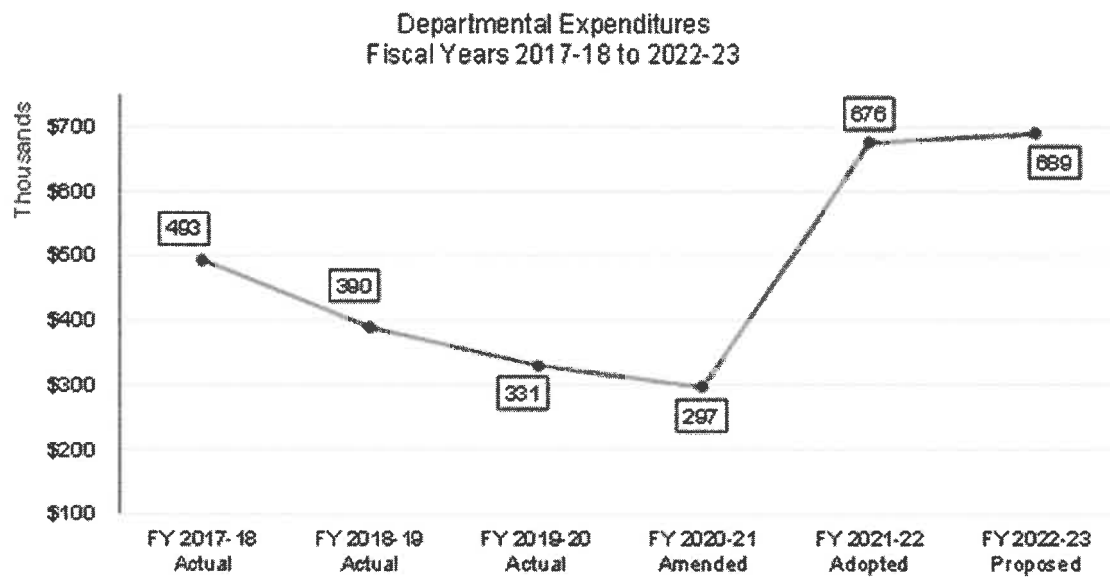


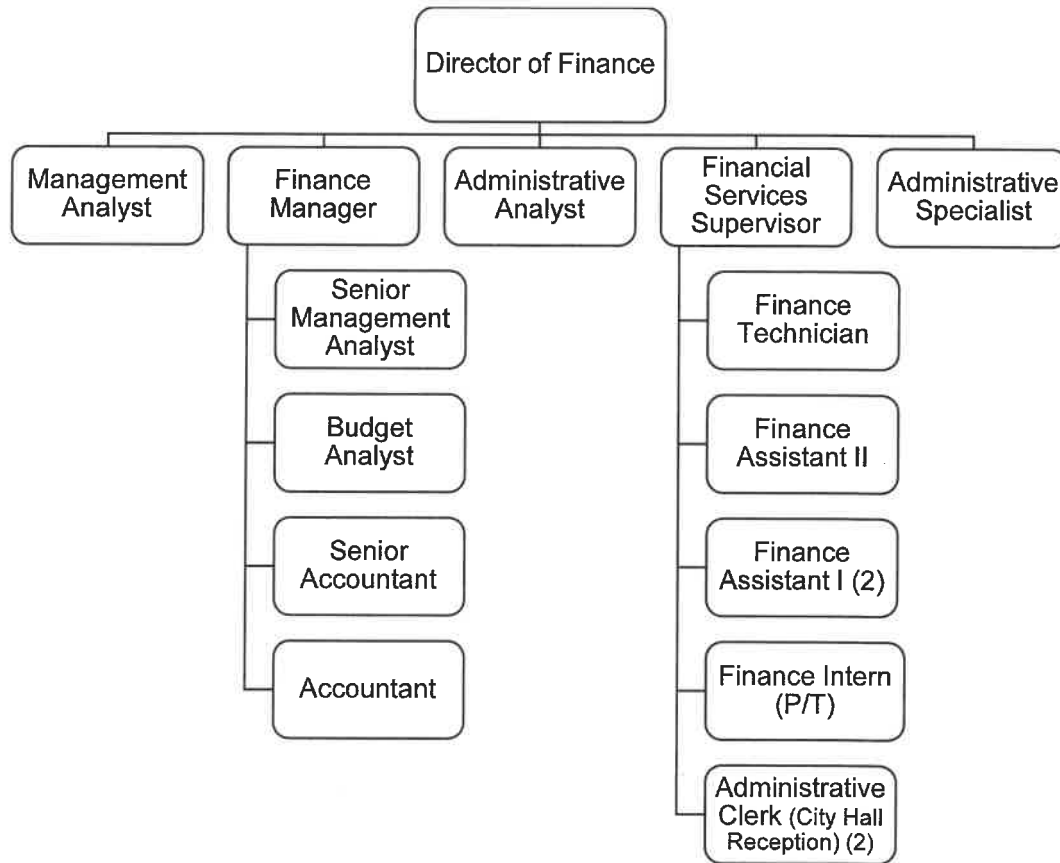
Human Resources

<u>Expenditure/Expense Classification</u>	<u>2021-22 Adopted</u>	<u>2022-23 Inflation Reserve</u>	<u>2022-23 Proposed Budget</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	315,683	6,300	322,000
Salaries Temporary/Part Time	-	-	-
Additional Pay	3,570	100	3,600
Allowances & Stipends	5,000	100	5,100
Overtime	1,000	-	1,000
Holiday Payout	-	-	-
Sick Leave Buy Back	277	-	300
Payout	-	-	-
PARS/PERS Retirement	31,373	600	32,000
CalPERS Unfunded Liability	16,254	300	16,600
Fringe Benefits	89,399	1,800	91,200
Medicare	4,702	100	4,800
Salary & Benefits Total	467,258	9,300	476,600
<u>Maintenance & Operations</u>			
Professional/Contractual Services	96,560	1,900	98,500
Membership and Dues	1,770	-	1,800
City Wide Training	5,000	100	5,100
Material and Supplies	5,500	100	5,600
Advertising and Publication	-	-	-
Telephone & Wireless	816	-	800
Civil Service Hearings	30,000	600	30,600
Employee Recognition	4,000	100	4,100
Replacement Benefit IRC	31,325	600	32,000
Maintenance & Operations Total	174,971	3,400	178,500
<u>Internal Service Charges</u>			
Workers' Compensation	9,892	200	10,100
General Liability	23,615	500	24,100
Internal Service Charges Total	33,507	700	34,200
Total Expenditures/Expenses	675,736	13,400	689,300

TOTAL BY FUND

<u>FUND TITLE</u>	<u>AMOUNT</u>
111- General Fund	491,600
216- Employees Retirement	70,500
745- Risk Management	127,200
	<u>689,300</u>



Organizational Chart by Position

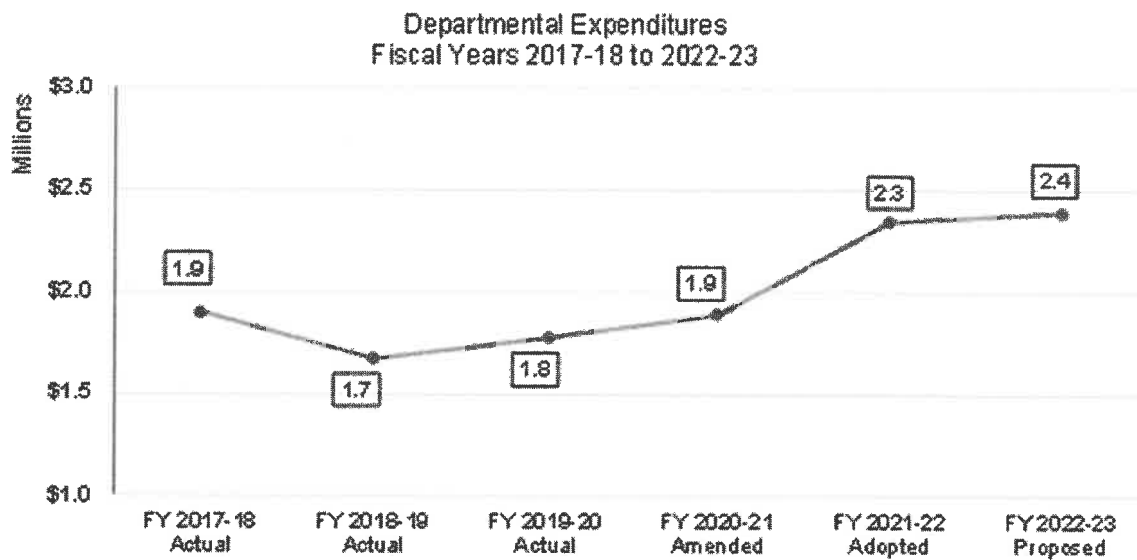
Finance

<u>Expenditure/Expense Classification</u>	<u>2021-22 Adopted</u>	<u>2022-23 Inflation Reserve</u>	<u>2022-23 Proposed Budget</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	1,160,415	23,200	1,183,600
Salaries Temporary/Part Time	14,881	300	15,200
Additional Pay	26,430	500	27,000
Allowances & Stipends	-	-	-
Overtime	9,500	200	9,700
Holiday/Vacation Payout	-	-	-
Sick Leave Buy Back	15,208	300	15,500
PARS/PERS Retirement	165,631	3,300	168,900
CalPERS Unfunded Liability	215,814	4,300	220,100
Fringe Benefits	237,482	4,700	242,200
Medicare	17,426	300	17,800
Salary & Benefits Total	1,862,787	37,100	1,900,000
<u>Maintenance & Operations</u>			
Professional/Contractual Services	126,520	2,500	129,100
Membership and Dues	705	-	700
Material and Supplies	19,000	400	19,400
Advertising and Publication	-	-	-
Telephone and Wireless	816	-	800
Postage	20,000	400	20,400
Trustee Fees	2,700	100	2,800
Audit Fees	165,250	3,300	168,600
Maintenance & Operations Total	334,991	6,700	341,800
<u>Internal Service Charges</u>			
Workers' Compensation	63,273	1,300	64,500
Fleet Maintenance	-	-	-
General Liability	82,375	1,600	84,000
Internal Service Charges Total	145,648	2,900	148,500
Total Expenditures/Expenses	2,343,426	46,700	2,390,300

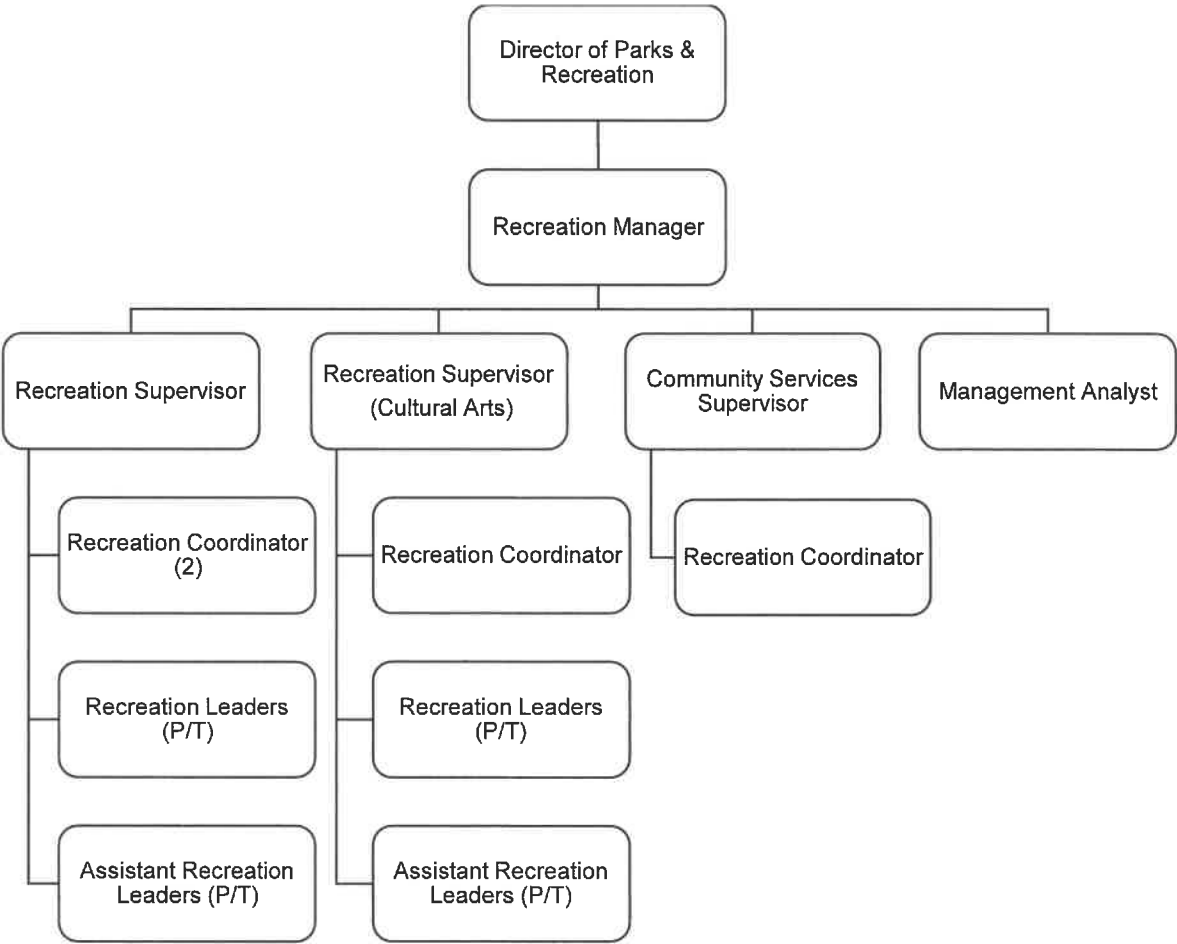
Finance

TOTAL BY FUND

	AMOUNT
111- General Fund	1,187,200
216- Employees Retirement	348,900
219 - Sales Tax-Transit Proposition A	51,500
220 - Sales Tax-Transit Proposition C	30,900
222 - Measure R	35,900
275 - Successor Agency	117,200
283 - Sewer Maintenance	18,400
285 - Solid Waste Management	12,600
535 - Street Light & Landscape	58,900
681 - Water	431,700
745- Risk Management	97,100
TOTAL FINANCE BY FUND	2,390,300



Organizational Chart by Position



Parks & Recreation

<u>Expenditure/Expense Classification</u>	<u>2021-22 Adopted</u>	<u>2022-23 Inflation Reserve</u>	<u>2022-23 Proposed Budget</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	695,279	13,900	709,200
Salaries Temporary/Part Time	191,535	3,800	195,400
Additional Pay	21,600	400	22,000
Allowances & Stipends	12,001	200	12,200
Overtime	1,400	-	1,400
Holiday/Vacation Payout	-	-	-
Sick Leave Buy Back	8,933	200	9,100
PARS/PERS Retirement	71,970	1,400	73,400
CalPERS Unfunded Liability	150,098	3,000	153,100
Fringe Benefits	170,641	3,400	174,100
Medicare	13,345	300	13,600
Salary & Benefits Total	1,336,802	26,600	1,363,500
<u>Maintenance & Operations</u>			
Office Equipment Maintenance	3,100	100	3,200
Equipment Rentals	5,000	100	5,100
Professional/Contractual Services	141,040	2,800	143,900
Referee Services	8,000	200	8,200
Membership and Dues	1,325	-	1,400
Material and Supplies	142,000	2,800	144,800
Telephone & Wireless	1,400	-	1,400
Advertising and Publication	-	-	-
Covid-19 Supplies	-	-	-
Maintenance	6,000	100	6,100
Holiday Parade	60,000	1,200	61,200
Fourth of July	-	25,500	25,500
Halloween	15,000	300	15,300
Public Events	-	400	400
Senior Dance Program	8,000	200	8,200
Senior Meal Program	10,000	200	10,200
Food Pantry	5,000	100	5,100
Improvements	25,000	500	25,500
Art Walk on Pacific	25,000	500	25,500
Maintenance & Operations Total	455,865	35,000	491,000
<u>Internal Service Charges</u>			
Workers' Compensation	57,958	1,200	59,100
Fleet Maintenance	33,837	700	34,500
General Liability	121,390	2,400	123,800
Internal Service Charges Total	213,185	4,300	217,400
<u>Capital Outlay</u>			
Equipment	70,516	1,400	71,900
Capital Outlay Total	70,516	1,400	71,900
Total Expenditures/Expenses	2,076,368	67,300	2,143,800

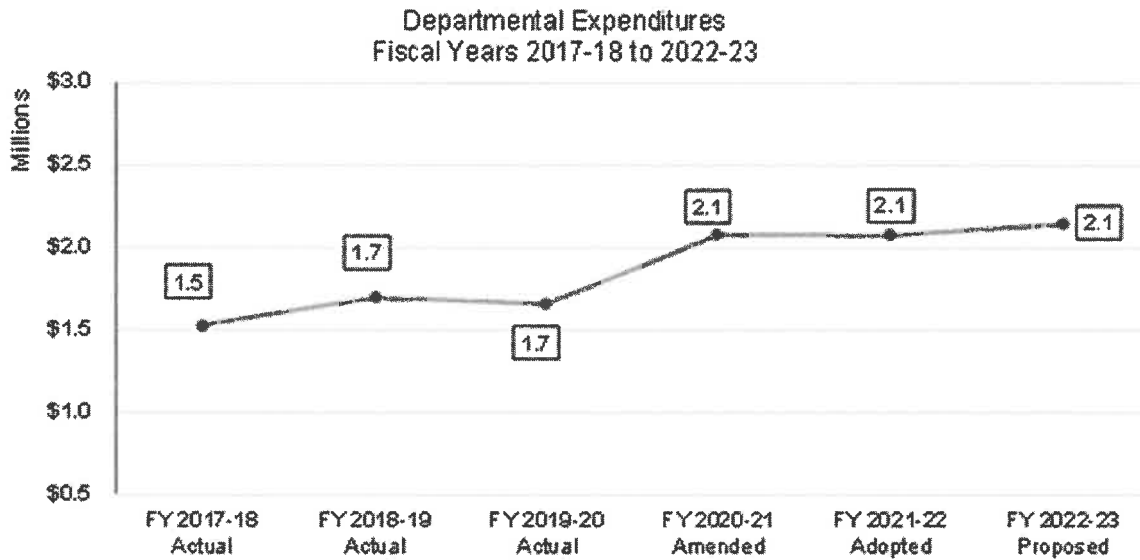
Parks & Recreation

TOTAL BY FUND

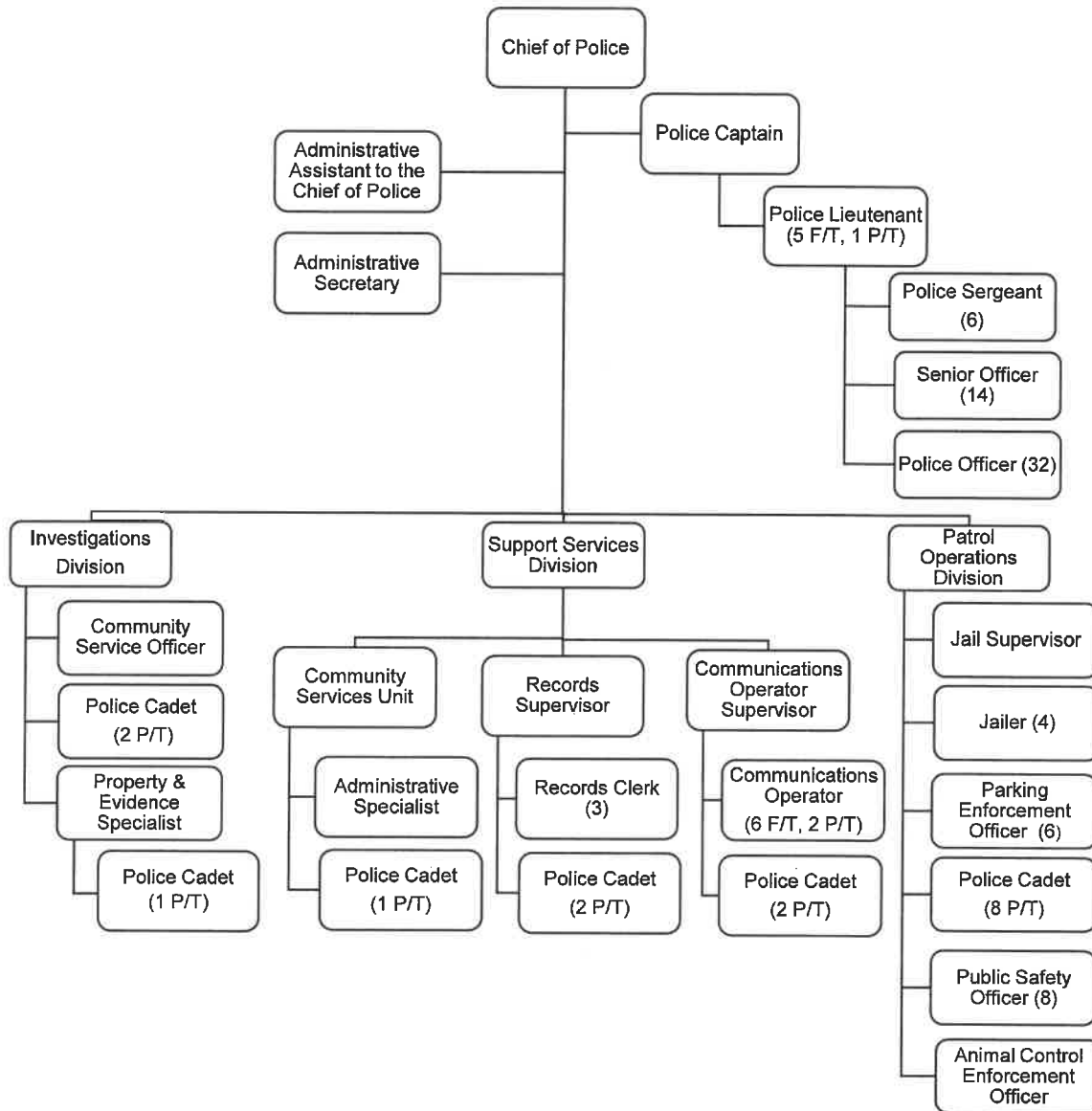
Note: Fourth of July and Public Events were added back to the budget based on 2019-20 Actual Expenditure plus 5%.

2019-20 Actuals:
Fourth of July \$25,000
Public Events \$434

FUND TITLE	AMOUNT
111 - GENERAL	1,652,600
216 - EMPLOYEES RETIREMENT	226,500
232 - ART IN PUBLIC PLACES	200,100
239 - COMMUNITY DEVELOPMENT BLOCK GR	64,600
TOTAL PARKS & RECREATION BY FUND	2,143,800



Organizational Chart by Position



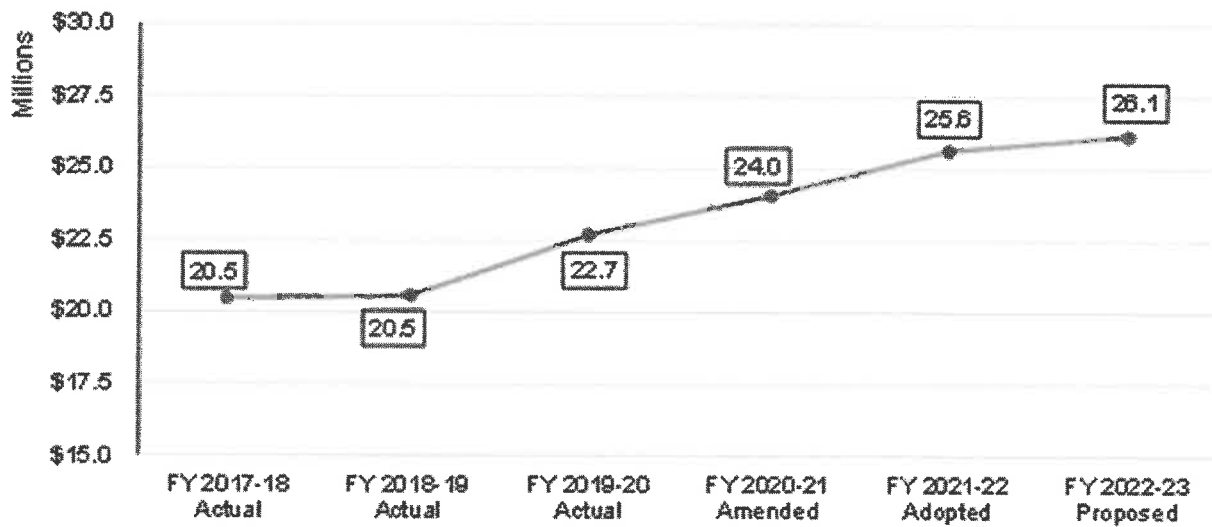
Police

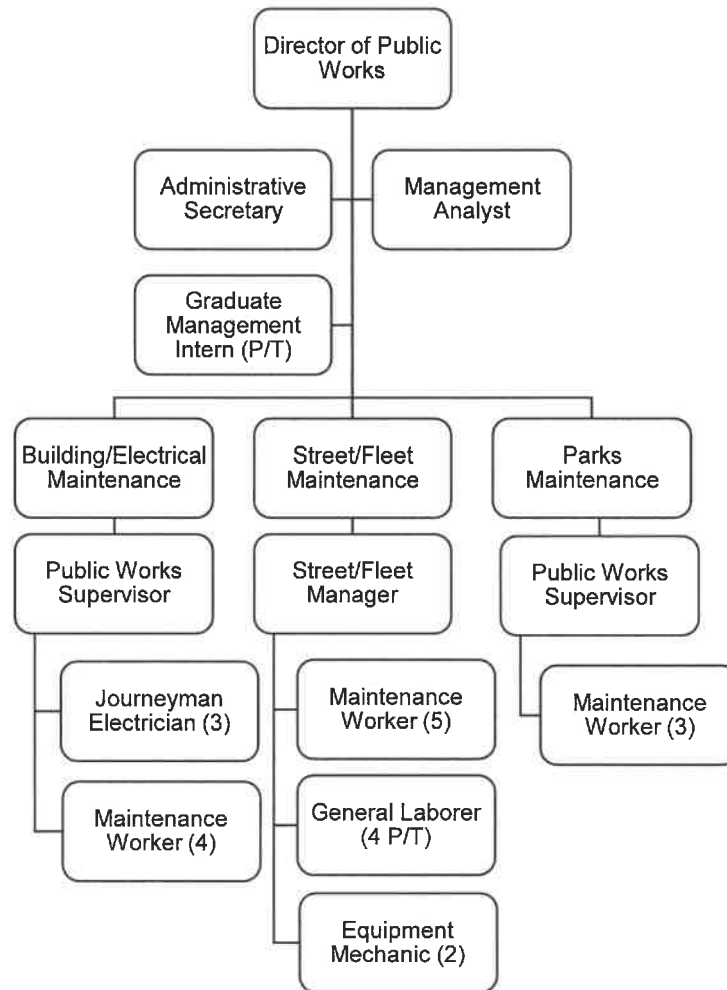
<u>Expenditure/Expense Classification</u>	<u>2021-22 Adopted</u>	<u>2022-23 Inflation Reserve</u>	<u>2022-23 Proposed Budget</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	8,225,036	164,500	8,389,500
Salaries Temporary/Part Time	213,315	4,300	217,600
Additional Pay	356,826	7,100	364,000
Allowances & Stipends	92,900	1,900	94,800
Overtime	752,426	15,000	767,500
Holiday/Vacation Payout	334,904	6,700	341,600
Sick Leave Buy Back	93,918	1,900	95,800
PARS/PERS Retirement	1,852,084	37,000	1,889,100
CalPERS Unfunded Liability	3,541,077	70,800	3,611,900
Fringe Benefits	1,805,052	36,100	1,841,200
Medicare	131,821	2,600	134,500
Salary & Benefits Total	17,399,359	347,900	17,747,500
<u>Maintenance & Operations</u>			
Professional/Contractual Services	531,800	10,600	542,400
Professional Development	5,000	100	5,100
Material and Supplies	104,755	2,100	106,900
Telephone & Wireless	125,000	2,500	127,500
Equipment Rental	25,000	500	25,500
IT Services	290,513	5,800	296,300
Medical Services	21,000	400	21,400
Pension Obligation Bonds	2,355,551	47,100	2,402,700
Vehicle Leases	25,000	500	25,500
Moving Violations Surcharge	310,000	6,200	316,200
Retiree Health Insurance Premium	1,279,453	25,600	1,305,000
Electric and Gas Charges	82,000	1,600	83,600
Maintenance & Operations Total	5,155,072	103,000	5,258,100
<u>Internal Service Charges</u>			
Workers' Compensation	771,308	15,400	786,700
Fleet Maintenance (Includes Fuel)	541,387	10,800	552,200
General Liability	1,531,045	30,600	1,561,700
Internal Service Charges Total	2,843,740	56,800	2,900,600
<u>Capital Outlay</u>			
Equipment	234,333	4,700	239,000
Capital Outlay Total	234,333	4,700	239,000
Total Expenditures/Expenses	25,632,504	512,400	26,145,200

TOTAL BY FUND

FUND TITLE	AMOUNT
111 - GENERAL	16,843,000
121 - WELFARE INMATE	8,100
122 - PREVENTION INTERVENTIO	27,400
216 - EMPLOYEES RETIREMENT	7,621,800
217 - OTHER POST-EMPLOYMENT	1,305,000
224 - OFFICE OF TRAFFIC & SAFE	72,700
225 - CAL COPS	239,000
226 - AIR QUALITY MANAGEMENT	25,500
227 - OFFICE OF CRIMINAL JUSTI	2,700
TOTAL POLICE BY FUND	26,145,200

Departmental Expenditures
Fiscal Years 2017-18 to 2022-23



Organizational Chart by Position

Public Works

<u>Expenditure/Expense Classification</u>	<u>2021-22 Adopted</u>	<u>2022-23 Inflation Reserve</u>	<u>2022-23 Proposed Budget</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	1,677,698	33,600	1,711,300
Salaries Temporary/Part Time	93,253	1,900	95,100
Additional Pay	73,500	1,500	75,000
Allowances & Stipends	6,000	100	6,100
Overtime	87,900	1,800	89,700
Holiday/Vacation Payout	-	-	-
Sick Leave Buy Back	21,068	400	21,500
PARS/PERS Retirement	340,538	6,800	347,300
CalPERS Unfunded Liability	352,387	7,000	359,400
Fringe Benefits	473,510	9,500	483,000
Medicare	27,225	500	27,800
Salary & Benefits Total	3,153,079	63,100	3,216,200
<u>Maintenance & Operations</u>			
Office Equipment Maintenance	4,000	100	4,100
Professional/Contractual Services	4,870,764	97,400	4,968,200
Membership and Dues	44,350	900	45,200
Material and Supplies	449,930	9,000	458,900
Advertising and Publication	16,930	300	17,300
Telephone & Wireless	64,200	1,300	65,500
Electric and Gas Charges	640,000	12,800	652,800
Equipment Rental	13,000	300	13,300
Building Maintenance	125,000	2,500	127,500
Vehicle/Transit Maintenance	316,000	6,300	322,300
Water Purchase/Supply	2,971,969	59,400	3,031,400
Permits and Fees	131,159	2,600	133,800
Water and Sewer Maintenance	370,000	7,400	377,400
Fixed Route Transit	1,227,680	24,600	1,252,200
Dial-A-Ride	841,750	16,800	858,600
Recreation Transit	10,000	200	10,200
Bus Passes	64,000	1,300	65,300
Fuel and Oil	355,000	7,100	362,100
Account Write Off	-	-	-
Storm Water WMP	-	-	-
Street Light Supplies	-	-	-
Other Improvements	-	-	-
Maintenance & Operations Total	12,515,732	250,300	12,766,100
<u>Internal Service Charges</u>			
Workers' Compensation	178,638	3,600	182,200
Fleet Maintenance	329,907	6,600	336,500
General Liability	1,476,160	29,500	1,505,700
Internal Service Charges Total	1,984,705	39,700	2,024,400

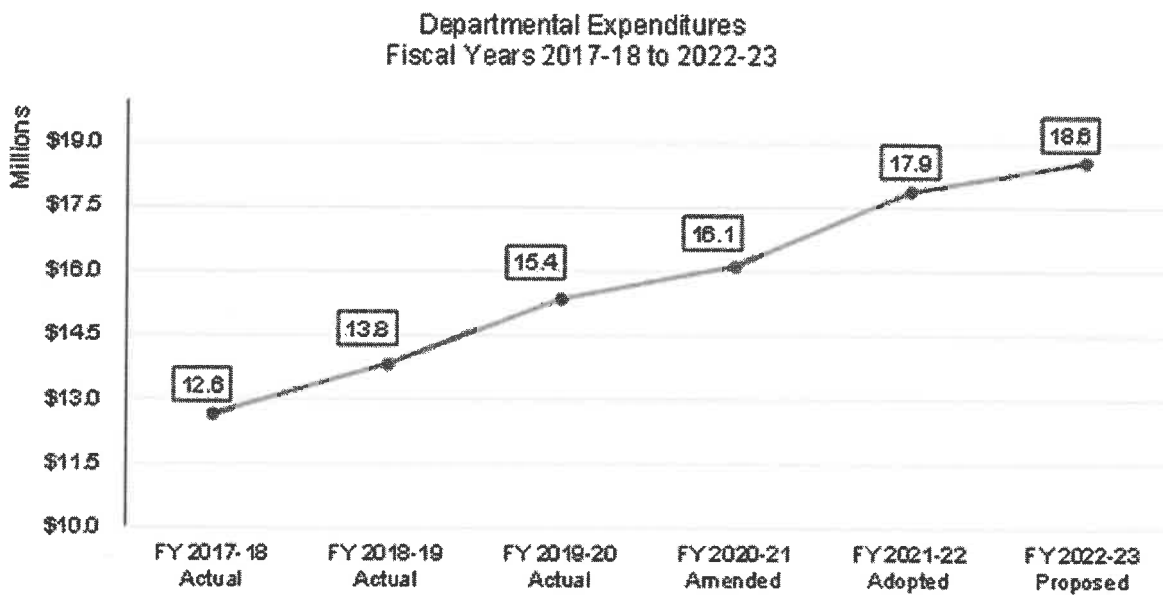
Public Works

<u>Expenditure/Expense Classification</u>	<u>2021-22 Adopted</u>	<u>2022-23 Inflation Reserve</u>	<u>2022-23 Proposed Budget</u>
<u>Capital Outlay</u>			
Equipment	228,500	344,600	573,100
Capital Outlay Total	228,500	344,600	573,100
Total Expenditures/Expenses	17,882,016	697,700	18,579,800

TOTAL BY FUND

	<u>FUND TITLE</u>	<u>AMOUNT</u>
Note: Capital Outlay 2022-23 Inflation	111- General Fund	4,466,000
Reserve includes:	210- Measure M	47,700
1. Gas Pump - \$150,000	216- Employees Retirement	427,700
2. Shuttles - \$50,000	219- Sales Tax-Transit Prop A	1,450,000
3. Trolley - \$40,000	220- Sales Tax-Transit Prop C	889,300
4. Concrete - \$100,000	221- State Gasoline Tax	2,007,500
	222- Measure R	805,800
	283- Sewer Maintenance	231,100
	285- Solid Waste Management	54,200
	287- Solid Waste Recycle Grant	32,200
	535- Street Light and Landscape	1,275,800
	681- Water	5,926,100
	741- Fleet Maintenance	966,400
		<u>18,579,800</u>

Public Works



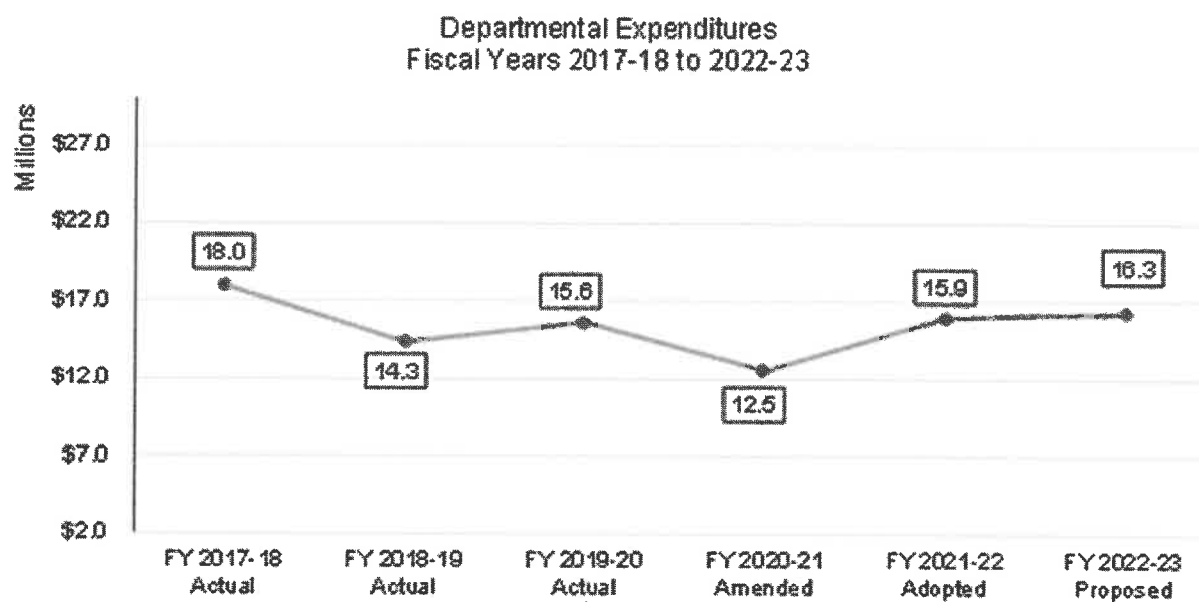
Non-Departmental

<u>Expenditure/Expense Classification</u>	<u>2021-22 Adopted</u>	<u>2022-23 Inflation Reserve</u>	<u>2022-23 Proposed Budget</u>
<u>Maintenance & Operations</u>			
Material and Supplies	4,000	100	4,100
Professional/Contractual Services	434,740	8,700	443,400
Telephone & Wireless	174,200	3,500	177,700
Postage	10,500	200	10,700
Equipment Rental	45,500	900	46,400
County Admin Fee	16,500	300	16,800
Risk Management Premium	2,730,767	54,600	2,785,400
Retiree Health Insurance Premium	676,897	13,500	690,400
Sales Tax Rebate	323,000	6,500	329,500
Unemployment Insurance	65,000	1,300	66,300
Tuition Assistance	25,000	500	25,500
Bank Services	100,000	2,000	102,000
Financial Systems	458,560	9,200	467,700
Debt Service	7,210,372	144,200	7,354,600
Housing Authority	-	-	-
Transfers	-	-	-
Risk Management Claims	1,690,000	33,800	1,723,800
Citation Parking Collections	-	-	-
Covid-19 Supplies	-	-	-
Land Sale Costs	-	-	-
Other Expenses	-	-	-
Personnel Adjustment Savings	-	-	-
Annual Cost of Living Adjustment Savings	-	-	-
Maintenance & Operations Total	13,965,036	279,300	14,244,300
<u>Internal Service Charges</u>			
Other Post-Employment Benefits	1,967,550	39,400	2,006,900
Internal Service Charges Total	1,967,550	39,400	2,006,900
<u>Capital Outlay</u>			
Equipment	-	-	-
Capital Outlay Total	-	-	-
Total Expenditures/Expenses	15,932,586	318,700	16,251,200

Non-Departmental

TOTAL BY FUND

FUND TITLE	AMOUNT
111 - GENERAL	6,625,300
216 - EMPLOYEES' RETIREMENT	2,500
217 - OTHER POST-EMPLOYMENT BENEFITS	701,900
219 - SALES TAX- TRANSIT PROPOSITION A	6,800
220 - SALES TAX- TRANSIT PROPOSITION C	21,200
221 - STATE GASOLINE TAX	40,600
222 - MEASURE R	3,600
275 - SUCCESSOR AGENCY	4,281,400
283 - SEWER MAINTENANCE	2,600
285 - SOLID WASTE MANAGEMENT	1,300
475 - PUBLIC FINANCING AUTHORITY	574,700
535 - STREET LIGHT & LANDSCAPE	990,800
681 - WATER	46,600
745 - RISK MANAGEMENT	2,951,900
	16,251,200



Capital Improvement Program

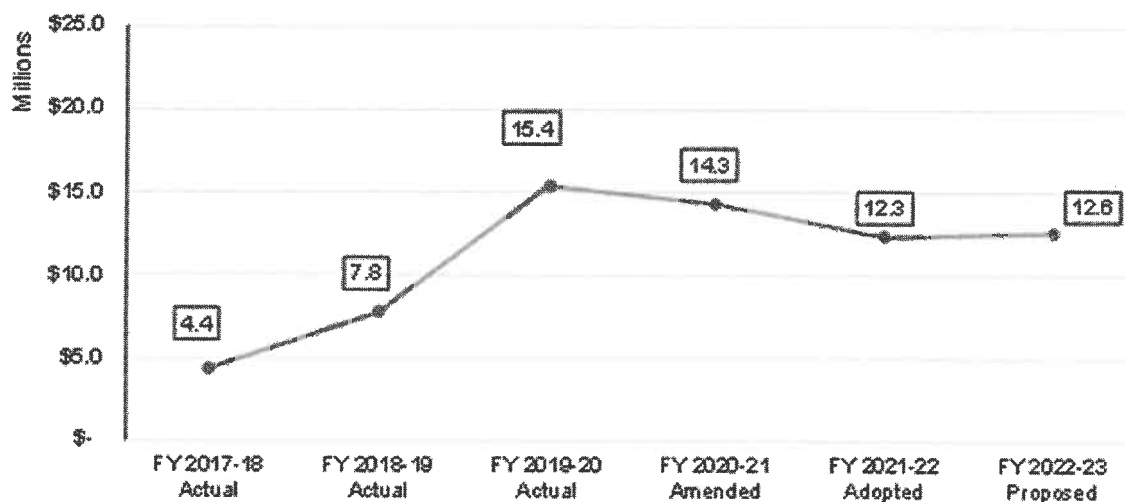
Funding Source	Project Description	2021-22 Adopted Budget	2022-23 Inflation Reserve	2022-23 Proposed Budget
ATP Cycle Projects				
210 8080 431.73 10	ATP Cycle 2 Construction	317,322	6,300	323,700
111 8080 431.73 10	ATP Cycle 2 Construction	4,524	100	4,600
304 8080 431.78 19	ATP Cycle 3 Design	45,000	900	45,900
202 8080 431.78 20	ATP Cycle 3	945,000	18,900	963,900
222 8080 431.78 20	ATP Cycle 3	105,000	2,100	107,100
202 8080 431.78 21	ATP Cycle 4	288,000	5,800	293,800
202 8080 431.78 23	ATP Cycle 5	257,000	5,100	262,100
222 8080 431.78 22	ATP Cycle 5	45,000	900	45,900
	ATP Cycle Projects Total	2,906,846	49,100	2,947,000
Slauson Avenue Congestion Relief Improvements Project				
222 8010 431.78 06	Slauson Avenue Congestion Relief Improvements	233,018	4,700	237,700
	Slauson Avenue Congestion Relief Improvements Project Total	233,018	4,700	237,700
Water Main Replacement Project				
081 8030 431.76 14	Water Main Replacement	1,181,476	23,600	1,205,100
	Water Main Replacement Project Total	1,181,476	23,600	1,205,100
LA County Walnut Street ET AL				
221 8010 431.76 22	LA County Walnut Street ET AL	600,000	12,000	612,000
	LA County Walnut Street ET AL Total	600,000	12,000	612,000
SB1 Street Enhancement Program				
221 8010 431.76 12	SB1 Street Enhancement Program - Design & Construction	2,435,833	48,700	2,484,500
111 8010 431.76 12	SB1 Street Enhancement Program - Construction	1,137,529	22,800	1,160,300
	SB1 Street Enhancement Program Total	3,573,362	71,500	3,644,800
SB1 Street Enhancement Project-Miles Avenue and Santa Fe Avenue				
221 8010 431.76 12	SB1 Street Enhancement Construction & Inspection Services	800,000	16,000	816,000
111 8010 431.76 12	SB1 Street Enhancement Construction & Inspection Services	750,000	15,000	765,000
239 8010 431.76 12	SB1 Street Enhancement - Construction	2,000,000	40,000	2,040,000
	SB1 Street Enhancement Project-Miles Avenue and Santa Fe Avenue Total	3,550,000	71,000	3,621,000
Cottage Reservoir Well 15				
263 8040 432.76 18	Cottage Reservoir Well 15	250,000	5,000	255,000
081 8030 461.76 18	Cottage Reservoir Well 15	462,671	9,300	471,900
	Cottage Reservoir Well 15 Total	712,671	14,300	726,900
CPS & ARS Installation Project				
111 8031 433.76 17	CPS & ARS Installation Project	125,000	2,500	127,500
111 8031 433.76 17	Catch Basin Inventory and Inspection	117,500	2,400	119,900
111 8031 433.76 17	MS4 Compliance Services	118,000	2,400	120,400
	CPS & ARS Installation Project Total	360,500	7,300	367,800
Security Upgrades at Parks/Community Center				
535 6010 415.78 24	Security Upgrades at Parks/Community Center	30,000	600	30,600
	Security Upgrades at Parks/Community Center Total	30,000	600	30,600
Water Towers Art Restoration				
232 6010 419.78 25	Water Towers Art Restoration	100,000	2,000	102,000
	Water Towers Art Restoration Total	100,000	2,000	102,000
Grand Total		\$ 12,347,873	\$ 247,100	\$ 12,594,900

Capital Improvement Program

TOTAL BY FUND

FUND TITLE	AMOUNT
111 - GENERAL	2,297,700
202 - CROSSWALKS	1,519,800
210 - MEASURE M	323,700
221 - STATE GASOLINE TAX FUND	3,912,500
222 - MEASURE R	390,700
232 - ART IN PUBLIC PLACES	102,000
239 - COMMUNITY DEVELOPMENT BLOCK GRANT	2,040,000
283 - SEWER	255,000
334 - PED/BIKE PATH	45,900
535 - STREET LIGHTING AND LANDSCAPE	30,600
681 - WATER	1,677,000
TOTAL CAPITAL IMPROVEMENT PROGRAM BY FUND	12,594,900

Capital Improvement Program Expenditures
Fiscal Years 2017-18 to 2022-23



Full-Time and Part-Time Positions

Department	Position Title	Fiscal Year 2021-2022 Adopted	Fiscal Year 2021-2022 Filled	Fiscal Year 2022-2023 Proposed
City Council				
	City Council	5	5	5
	Administrative Analyst*	1	1	1
	Total	6	6	6
*Renamed from Administrative Assistant to the City Council				
City Manager				
	City Manager	1	1	1
	Assistant City Manager	1	1	1
	Executive Assistant to the City Manager	1	-	-
	Administrative Assistant to the City Manager	1	1	1
	Administrative Clerk	-	-	-
	Total	4	3	3
City Clerk				
	City Clerk	1	1	1
	Deputy City Clerk*	1	-	1
	Administrative Assistant**	1	1	1
	Total	3	2	3
*Renamed from Junior Deputy City Clerk				
** Renamed from Administrative Clerk				
Communications & Community Relations				
	Director of Communications & Community Relations	1	1	1
	Administrative Specialist	1	1	1
	Total	2	2	2
Community Development				
	Interim-Director of Community Development*	1	1	1
	Administrative Analyst	-	-	-
	Administrative Specialist	1	1	1
	Project Manager	1	1	1
	Planning Manager	1	1	1
	Assistant Planner	1	1	1
	Associate Planner	1	1	1
	Permit Technician	-	-	-
	Code Enforcement Manager	1	1	1
	Code Enforcement Officer	4	3	4
	Graduate Management Intern (P/T)	-	-	-
	Planning Intern (P/T)	1	-	1
	Total	12	10	12
*Renamed from Director of Community Development				
Human Resources				
	Human Resources Manager	1	-	1
	Human Resources Supervisor	-	1	-
	Management Analyst*	1	-	1
	Human Resources Specialist	-	-	1
	Human Resources Assistant**	1	1	1
	Administrative Specialist	-	-	-
	Total	3	2	4
*Renamed from Risk Management Analyst				
** Renamed from Human Resources Specialist				

Full-Time and Part-Time Positions

Department	Position Title	Fiscal Year 2021-2022 Adopted	Fiscal Year 2021-2022 Filled	Fiscal Year 2022-2023 Proposed
Finance				
	Director of Finance*	1	-	1
	Administrative Analyst	1	1	1
	Administrative Assistant	-	1	-
	Finance Manager	1	1	1
	Senior Management Analyst	1	-	1
	Budget Analyst	1	-	1
	Management Analyst	1	-	1
	Senior Accountant	1	1	1
	Accountant	1	-	1
	Financial Services Supervisor	1	-	1
	Finance Technician	1	-	1
	Finance Assistant I	2	2	2
	Finance Assistant II	1	1	1
	Administrative Specialist	1	2	1
	Administrative Clerk (City Hall Reception)	1	2	1
	Finance Intern	1	-	1
	Administrative Clerk (P/T)	-	-	-
	Total	16	11	16
*Renamed from Director of Finance & Administrative Services				
**Renamed from Human Resources Specialist				
Parks and Recreation				
	Director of Parks & Recreation	1	1	1
	Recreation Manager	1	1	1
	Recreation Supervisor	2	1	1
	Community Services Supervisor	1	1	1
	Management Analyst	1	1	1
	Recreation Coordinator	4	4	4
	Recreation Leader/Assistant Recreation Leader (P/T)	24	26	26
	Police Cadet (P/T)	0	0	0
	Total	34	35	35
Police - Sworn				
	Chief of Police	1	1	1
	Police Captain	1	1	1
	Police Lieutenant	5	1	5
	Police Sergeant	6	6	6
	Senior Officer	14	12	14
	Police Officer	32	22	32
	Police Lieutenant (Professional Standards P/T)	1	1	1
	Police Sergeant (Fire Range Master P/T)	-	-	-
	Total	60	44	60

Full-Time and Part-Time Positions

Department	Position Title	Fiscal Year 2021-2022 Adopted	Fiscal Year 2021-2022 Filled	Fiscal Year 2022-2023 Proposed
Police (Non-Sworn)				
	Administrative Assistant to the Chief of Police	1	1	1
	Administrative Secretary	1	1	1
	Administrative Specialist	1	-	-
	Animal Enforcement Officer	1	1	1
	Communications Operator Supervisor	1	1	1
	Communications Operator	6	7	7
	Communications Operator (P/T)	2	1	1
	Community Service Officer	1	1	1
	Jailer Supervisor	1	1	1
	Jailer	4	4	4
	Parking Enforcement Officer	6	6	6
	Police Administration Manager	-	1	1
	Police Cadets (P/T)	16	7	16
	Police Officer Recruit	-	2	-
	Police Officer Trainee	-	5	-
	Police Records Supervisor	1	1	1
	Police Records Coordinator	-	-	-
	Police Records Clerk	3	3	3
	Public Safety Officer	8	7	8
	Property & Evidence Specialist	1	1	1
	Total	54	51	54
Public Works				
	Director of Public Works	1	1	1
	Administrative Secretary	1	1	1
	Street/Fleet Manager	1	1	1
	Equipment Mechanic	2	2	2
	Journeyman Electrician	3	3	3
	Maintenance Worker	12	12	12
	Management Analyst	1	1	1
	Public Works Supervisor	2	2	2
	Recycling Coordinator	-	-	-
	Staff Analyst - Field Services	-	-	-
	Storekeeper	-	-	-
	General Laborer (P/T)	4	3	4
	General Laborer (P/T) (Temporary)	-	-	-
	Graduate Management Intern (P/T)	1	-	1
	Total	28	26	28
Grand Total		222	192	223

ATTACHMENT "B"

Exhibit "B"

FY 2022-23 Spending Authorization Plan

Department's Supplemental Budget Items for FY 2022-23

<u>Budget Account No.</u>	<u>Project Expenditure Description</u>	<u>Amount</u>
GENERAL FUND		
111-0310-413.56-41	Art Walk on Pacific	45,000
111-0310-413.56-41	State of the City	10,000
111-6010-451.56-41	Youth Football Program (CDBG funded)	15,000
111-6010-451.56-41	5k and Health Expo	45,000
111-6010-451.56-41	Diabetic Friendly Menu Pilot Program	20,000
111-7010-421.43-20	Fleet Maintenance	75,000
111-7022-421.13-00	Overtime - Regular	100,000
111-8010-415.62-10	Parking structure will be revitalized and used at their full capacity. Plus, average bill is \$320 with SCE increased their rates	1,800
111-8010-431.13-00	MOU agreement for standby pay all year and Call backs (keep the same as last year)	3,000
111-8010-431.53-10	Monthly average Public Works bill is \$815	1,000
111-8010-431.61-20	Concrete work is being done during spring and fall. Public Works will begin to remove & replace uplited sidewalk & curbs to ensure ADA & safety compliance. Also adding \$30,000 for cement mixer.	53,800
111-8020-431.13-00	City has added additional special events that require overtime. This also includes 3 hours overtime Call Backs pay, per MOU	47,800
111-8020-431.43-10	Infrastructure of Public Works building are deteriorating and require roof repairs and maintenance	25,600
111-8022-419.43-10	Sump Pum for City Hall Basement	28,300
111-8022-419.43-10	4 AC unit replacement	125,700
111-8022-419.43-10	Carpet replacement	102,300
111-8022-419.62-10	SCE & SCGas have bills have increased their rates. Plus the use of the Courthouse has increase the expenditures	13,600
111-8023-451.43-10	The maintenance of repairs to the 5 community centers have increase, plus buildings are being vandalized	36,400
111-8024-421.43-10	A/C replacement of 3 units	94,300
111-8030-461.56-42	Contractual obligation with street sweeping CIP increased 8.6%	24,100
111-8080-431.56-62	Infrastructure Engineers - Professional Service Agreement	122,400
111-8095-431.61-50	Adding 2 scrubber machines per MS4/NPDES compliance \$100,000. Beautification of sidewalks on Pacific Blvd. (Equipment account not included)	149,000
GENERAL FUND TOTAL		1,139,100

<u>Budget Account No.</u>	<u>Project Expenditure Description</u>	<u>Amount</u>
<u>SPECIAL REVENUE FUNDS</u>		
MEASURE M		
210-8080-431.73-10	Traffic Radar Speed & As built plans for Randolph	269,100
MEASURE M TOTAL		269,100
SALES TAX- TRANSIT PROPOSITION A		
219-8085-431.43-21	Shuttles & Trolley Repairs (ADA Lifts, transmission)	65,200
219-8085-431.56-43	Express Transportation - Contract Obligation	135,200
	Monthly average is approximately \$1,000 for position summary	
219-8085-431.58-50	invoice (Tap & bus passes)	6,200
219-8085-431.62-30	Monthly expenditure and increase in fuel inflation	21,200
SALES TAX- TRANSIT PROPOSITION A TOTAL		227,800
SALES TAX- TRANSIT PROPOSITION C		
220-8085-431.56-43	Amended Contract obligation with Express Transportation for the Shuttles & Trolleys (same as last year)	172,200
220-8085-431.62-30	The increase of oil and gas	21,200
SALES TAX- TRANSIT PROPOSITION C TOTAL		193,400
STATE GASOLINE TAX		
221-8010-431.56-41	Infrastructure Engineers - Professional Service Agreement	34,400
221-8010-431.61-21	remove & replace uplifed sidewalks - ADA compliance	56,000
	Traffic signs are faded and require replacement, this is done during the	
221-8012-429.61-20	spring. The sign printing machine needs to be replaced.	81,000
221-8014-429.61-20	CA MUTCD regulations Additional Equipment	46,200
221-8014-429.61-20	CA MUTCD regulations Beacons	8,800
221-8014-429.61-20	CA MUTCD regulations Traffic Control cabinet	22,500
221-8014-429.61-20	CA MUTCD regulations TS camera detectors	12,000
221-8014-429.61-20	CA MUTCD regulations rebar cages for traffic p/les	3,000
STATE GASOLINE TAX TOTAL		263,900
MEASURE R		
222-8010-431.56-43	Contractual obligations with Express Transportation (increase of CA minimum wage)	92,900
222-8010-431.62-30	Monthly expenditure and increase in fuel inflation	21,200
222-8080-431.56-41	Infrastructure Engineers - Professional Service Agreement	150,000
MEASURE R TOTAL		264,100

<u>Budget Account No.</u>	<u>Project Expenditure Description</u>	<u>Amount</u>
<u>SPECIAL REVENUE FUNDS CONTINUED</u>		
STREET LIGHT & LANDSCAPE		
	Overtime for street light repairs (leave the same as last year)	
535-8016-431.13-00	Staff will conduct Lamp checks	1,200
535-8016-431.74-10	Aerial Truck - Street/Field Lights at Salt Lake Park	229,200
535-8090-452.13-00	Account is used all year (leave the same as last year)	1,700
	The vandalism of landscape like repairs & welding of fences;	
535-8090-452.43-20	backflow devices & irrigation pipes is necessary	22,800
	The aquatic project is constantly being vandalized and fencing	
	material is required along with purchase of trees, seed, mulch,	
535-8090-452.61-20	etc.	24,800
535-8090-452.74-10	Playground equipment	118,800
STREET LIGHT & LANDSCAPE TOTAL		398,500
<u>ENTERPRISE FUNDS</u>		
SEWER MAINTENANCE		
283-8040-432.56-41	Sewer Master Plan	135,000
SEWER MAINTENANCE TOTAL		135,000
WATER		
681-8030-431.56-41	Infrastructure Engineers - Professional Service Agreement	75,000
	The imported of water purchase fluctuates with the needs of the	
681-8030-461.41-00	City with Central Basin & WRD. Also the chlorine cost for the	107,200
	water wells have increased.	
	Mandatory permits from the State Water Resources and South	
681-8030-461.42-05	Coast Air Quality & Title 22 groundwater for all city water wells	45,000
	adding backup emergency generators are needed at water wells	
681-8030-461.43-30	to ensure the operations in case of a power outage	1,870,000
	Mandatory water report (CCR) with Datapros will be \$4,000	
681-8030-461.61-20	(print, distribute & mail required by the State)	4,000
WATER TOTAL		2,101,200

<u>Budget Account No.</u>	<u>Project Expenditure Description</u>	<u>Amount</u>
INTERNAL SERVICE FUNDS		
FLEET MAINTENANCE		
741-8060-431.42-05	The addition of more equipment and cost of fees with AQMD, LA County Fire, underground storage fees.	3,200
741-8060-431.43-20	Police vehicles are older & require more servicing; vehicle parts have increased	12,800
741-8060-431.61-20	Program required for vehicle updates every year with Alldata	2,200
741-8060-431.74-10	Purchase Concrete & Dump Truck	290,500
FLEET MAINTENANCE TOTAL		308,700
GRAND TOTAL		5,300,800

ATTACHMENT C

City of Huntington Park
 Appropriations Limit Schedule
 For the Year Ending June 30, 2023

	Amount	Source
GAANN Limit - 2022-23		
A. Apportions Limit FY 2021-22	50,270,022	Prior year appropriations adopted by City
B. Calculation Factors:		
1) Population Change %	-1.0600	California Department of Finance
2) Inflation Increase %	1.0755	California Department of Finance
3) Total Adjustment %	1.0641	(B1 x B2)
C. Annual Adjustment Increase	3,222,308	[(B3-1)] x A
D. Other Adjustments:		
1) Loss responsibility (-)	0	N/A
2) Transfer to Private (-)	0	N/A
3) Transfer to fees (-)	0	N/A
4) Assumed responsibility (+)	0	N/A
E. Total Adjustments	3,222,308	(C + D)
F. Appropriations Limit FY 2022-23	53,492,330	(A + E)

May 2022

Attachment A

<http://www.dof.ca.gov/>
 search for appropriation limit
 Search should result in a letter dated in May of current year from governor
 Subject on Letter: Price Factor and Population Information

Purpose of Limited Procedures Review

Under Article XIII B of the California Constitution (the Gann Spending Limit Initiative), California governmental agencies are restricted as to the amount of annual appropriations from proceed of taxes. Effective for years beginning on or after July 1, 1990, under Section 1.5 of Article XIII B, the annual calculation of the appropriations limit is subject to a limited procedures review in connection with the annual audit.

Method of Calculation

Under

A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

	Fiscal Year (FY)	Per Capita Personal Income	Percentage change over prior year
	2022-23	7.55	
Huntington Park	-1.06	34,519	51.94%
Inclus By	-0.45	440	438
Inglewood	-0.62	107,143	106,481
Inevitable	0.54	1,482	1,490

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

ITEM NO. 9



CITY OF HUNTINGTON PARK

City Clerk
City Council Agenda Report

February 7, 2023

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 ADOPTION OF RESOLUTION AND RETENTION SCHEDULES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a Resolution and Records Retention Schedules.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Through a bidding process under the City Manager's authority, the City of Huntington Park awarded a \$5,900 contract to Gladwell Governmental Services, Inc., an expert in local government records, to upgrade its records management program. An upgrade in the existing program was necessary to reduce current and future records storage costs, eliminate duplication of effort, increase efficiency, and take advantage of current technology and changes in the law.

The upgrade of the current records management systems are driven by many factors, including:

- Minimal space in City facilities
- Many departments are filing and storing copies of duplicate records
- Huntington Park produces and manages many permanent records
- Escalating records storage expenses
- Technology advancements
- Changes in law

The program's purpose is to apply efficient and economical methods to the creation, utilization, maintenance, retention, preservation, and disposal of all records managed by the City.

APPROVE 2023 RETENTION SCHEDULE AND ADOPT RESOLUTION

February 7, 2023

Page 2 of 2

The retention periods comply with all laws and are standard business practices for California cities.

The Office of the City Clerk updated the City's Retention Schedule through collaboration with representatives from every department involved in the project. They offer precise record descriptions and retention times, following current laws and technology for managing city records. By assigning each department responsible for maintaining original records and determining specific retention periods for different categories, Huntington Park will save on labor, storage, file cabinet space, and office space, resulting in improved efficiency.

FISCAL IMPACT/FINANCING

Huntington Park will realize significant savings both in labor and storage expenses; including the avoidance of future storage and/or construction costs.

CONCLUSION

Upon Council approval, City Clerk's Office will provide certified copies of said resolution to the City Manager's Office and all Departments on the retention schedule.

Respectfully submitted,



Ricardo Reyes
City Manager



Eduardo Sarmiento
City Clerk

ATTACHMENT(S)

- A. Resolution Establishing Department Records Retention Schedules (Policy), Authorizing the Retention and Disposition of Records Pursuant to the California State Archives Records Retention Guidelines
- B. Proposed Records Retention Schedule (All Departments)
- C. Resolution 98-51 and Retention Schedule adopted in August 1998

APPROVE 2023 RETENTION SCHEDULE AND ADOPT RESOLUTION

February 7, 2023

Page 3 of 2

ATTACHMENT "A"

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RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK, CALIFORNIA, ADOPTING A RECORDS RETENTION
SCHEDULE, AUTHORIZING DESTRUCTION OF CERTAIN CITY RECORDS**

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Huntington Park; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

WHEREAS, the City of Huntington Park previously adopted Resolution No. 98-51, approving Records Retention Schedules;

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

SECTION 1. Resolution No. 98-51 is hereby repealed.

SECTION 2. The records of the City of Huntington Park, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney, without further action by the City Council of the City of Huntington Park.

SECTION 3. Updates are hereby authorized to be made to the Records Retention Schedule, without any further action by the City Council, with the consent of the Department Head, City Clerk, City Attorney and City Manager.

SECTION 4. The term "records" as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 6. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Huntington Park on
February 7, 2023,

Eduardo Martinez, Mayor

ATTEST:

Eduardo Sarmiento, City Attorney

ATTACHMENT "B"



CITY OF HUNTINGTON PARK

Records Retention Schedule 2023

6550 Miles Ave
Huntington Park, CA 90255



HOW TO USE RETENTION SCHEDULES

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A legend explaining the information presented in the retention schedule has been printed on the back of each page for your easy reference; an index to locate records is also provided.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and a computer file on a hard drive, both records should be destroyed (or erased) after the specified period of time has elapsed.

Copies or duplicates of records should never be retained longer than the prescribed period for the original record.

STRUCTURE: CITYWIDE, DEPARTMENTS & DIVISIONS

The City-wide retention schedule includes those records all departments have in common (letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record, and therefore responsible for maintaining the original record for the prescribed length of time.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. Where appropriate, the department retention schedules are organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the City-wide retention schedule. An index will be provided for your reference.

BENEFITS

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the City with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free filing cabinet and office space
- Reduce the cost of records storage
- Eliminate duplication of effort within the City
- Find records faster
- Easier purging of file folders
- Determine what media should be used to store records

For questions, please contact the City Clerk.

AUTHORIZATION TO DESTROY RECORDS:

Destruction of an original record that has exceeded its retention period must be authorized according to City Policies & Procedures prior to destroying it.

- If there is a **minimum** retention ("**Minimum 2 years**"), destruction of the document must be authorized before it is destroyed, as it is an original record.

Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed "When No Longer Required."

- If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized prior to destruction, as it is a preliminary draft / transitory record or a copy.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. "**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).**"

RECORDS RETENTION SCHEDULE LEGEND

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OFR (Office of Record): The department that keeps the original or "record copy." Usually it is the department that originates the record, unless the item is for a City Council meeting (then it is the City Clerk.)

Records Description: The record series (a group of like records).

Transitory Records not retained in the ordinary course of business, that do NOT have substantive content: Preliminary drafts, notes, or interagency or intra-agency memoranda and records having only transitory value. Examples: Telephone messages, meeting room reservation schedules, logs, source records entered into a computer system that qualifies as a "trusted system", etc.

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Retention/Disposition:

Active: How long the file remains in the immediate office area (*guideline*)

Inactive: How long the file is in off-site storage, stored on Optical Disk or Microforms (*guideline*)

Total Retention: The total number of years the record will be retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.

P = Permanent

Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated.

Vital? = Those records that are needed for basic operations in the event of a disaster.

Media Options (*guideline*) – the form of the record:

Mag = Electronic Computer Magnetic Media (Hard drives, Networks, USB Drives, Cloud, etc.)

Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)

Ppr = Paper

OD = Optical Disk, CD-r, DVD-r, WORM, or other media which does not allow changes

Scan / Import (*guideline*):

"S" indicates the record should be scanned into the document imaging system;

"I" indicates the record should be electronically imported into the document imaging system;

"M" indicates the record should be microfilmed

Destroy Paper after Imaged & QC'd / Trustworthy Electronic Record: "Yes" indicates the electronic record may serve as the OFFICIAL record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format.) **IF (legal requirements) the document has been imaged (electronically generated, scanned or imported and placed on Unalterable Media, Immutable Cloud Media, DVD-R, CD-R, Blue-ray-R, or WORM – Write Once Read Many Media, or microfilmed)** which is stored in a safe & separate location, and both the images and indexing Quality Checked ("QC'd"). The electronic record or image must contain all significant details from the original and be an adequate substitute for the original document for all purposes, and other legal mandates apply. Includes all electronic records which are to serve as the Official Record.

Legend for legal citations (§: Section)

CC: Civil Code (CA)

CFC: California Fire Code

EVC: Evidence Code (CA)

FTB: Franchise Tax Board (CA)

HUD: Housing & Urban Develop. (US)

PC: Penal Code (CA)

UFC: Uniform Fire Code

W&I: Welfare & Institutions Code (CA)

B&P: Business & Professions Code (CA)

CCP: Code of Civil Procedure (CA)

CFR: Code of Federal Regulations (US)

FA: Food & Agriculture Code

GC: Government Code (CA)

LC: Labor Code (CA)

PRC Public Resources Code

USC: United States Code (US)

CBC: California Building Code

CCR: California Code of Regulations (CA)

EC: Elections Code (CA)

FC: Family Code (CA)

H&S: Health & Safety Code (CA)

Ops. Cal. Atty. Gen.: Attorney General Opinions (CA)

R&T: Revenue & Taxation Code (CA)

VC: Vehicle Code (CA)

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
CITY-WIDE (Used by All Departments)								
Lead Dept.	CW-001	Accident or Incident Reports	2 years		Mag, Ppr			GC §34090
Lead Dept.	CW-002	Agreements & Contracts ADMINISTRATION (WITHOUT Grant Funding) (Project Administration, Certified Payrolls, RFP - Request for Proposal, etc.) Send all Final Agreements or Contracts to the City Clerk	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §34090
Lead Dept.	CW-003	Agreements & Contracts: ADMINISTRATION (WITH Grant Funding) (Project Administration, Certified Payrolls, RFP - Request for Proposal.) Send all Final Agreements or Contracts to the City Clerk	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., 2 CFR 200.334; 24 CFR 91.105(h), 92.505, & 570.502(b), 29 CFR 97.42; OMB Circular A-133GC §34090
Lead Dept.	CW-004	Agreements & Contracts: UNSUCCESSFUL BIDS, PROPOSALS or RESPONSES to RFPs (Request for Proposals) and/or RFQs (Request for Qualifications) that don't result in a contract	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
	CW-005	Boards, Commissions, & Committees: External Organizations - Agendas, Minutes, Resolutions, or other documents (e.g. County Board of Supervisors)	When No Longer Required		Mag, Ppr			Non-records

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Staffing Dept.	CW-006	Boards, Committees, Commissions, Ad-Hoc Committees: Citizen Advisory Created by the City Council - AGENDAS & STAFF REPORTS	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Staffing Dept.	CW-007	Boards, Committees, Commissions, Ad-Hoc Committees: Citizen Advisory Created by the City Council - AUDIO or VIDEO RECORDINGS	Minimum 4 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
Staffing Dept.	CW-008	Boards, Committees, Commissions, Ad-Hoc Committees: Citizen Advisory Created by the City Council - MINUTES	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
Staffing Dept.	CW-009	City Council Subcommittees - Agenda Packets, Minutes, all records	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Staffing Dept.	CW-010	Committees: Employee Committees, Employee Staff Meetings / Department Staff Meetings AGENDAS and MINUTES	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Only Citizen Advisory Boards appointed by the City Council must retain minutes permanently (Council Subcommittees present their recommendations to the full Council); GC §34090 et seq.
Lead (Responding) Dept.	CW-011	Complaints / Concerns from Citizens (Excludes Police Officers)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §34090
Lead Dept.	CW-012	Copies or duplicates of any record	Copies - When No Longer Required		Mag Ppr			GC §34090.7

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Dept. that Authors Document or Receives the City's Original Document	CW-013	Correspondence - ROUTINE (Content relates in a substantive way to the conduct of the public's business) (e.g. Letters, Memorandums, Administrative, Chronological, General Files, Reading File, Working Files, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Dept. that Authors Document or Receives the City's Original Document	CW-014	Correspondence - TRANSITORY / PRELIMINARY DRAFTS , Interagency and Intraagency Memoranda NOT retained in the ordinary course of business Content NOT Substantive , or NOT made or retained for the purpose of preserving the informational content for future reference (e.g. calendars, checklists, e-mail, social media posting, employee directories, flyers, invitations, instant messaging, inventories, logs, mailing lists, meeting room registrations, speaker cards, staff videoconference chats, notes and recordings, supply inventories, staff videoconferences, chats, notes, recordings, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, preliminary notices for construction projects, undeliverable envelopes, visitors logs, voice mails, webpages, etc.)	When No Longer Required		Mag, Ppr			Electronic and paper records are filed and retained based upon their CONTENT . Records, e-mails, electronic records, or social media postings where the Content relates in a substantive way to the conduct of the public's business, or that ARE made or retained for the purpose of preserving the informational content for future reference are saved by printing them out and placing in a file folder, or saving them electronically in a folder outside the e-mail system; If not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary drafts. GC §34090, GC §6252; 64 Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-015	Drafts & Notes: Drafts that are revised (retain final version)	When No Longer Required		Mag, Ppr			As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §§34090, 6252, 6254(a)
Lead Dept.	CW-016	GIS Database / Data / Layers (both City-wide and Specialized)	When No Longer Required	Yes	Mag			The Lead Department should print out historical documents (or save source data) prior to replacing the data, if they require the data or output for historical purposes; Department Preference (Preliminary documents); GC §34090 et seq.
Lead Dept.	CW-017	Grants (UNSUCCESSFUL Applications, Correspondence)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-018	Grants / CDBG (Community Development Block Grant) / Reimbursable Claims / FEMA Reimbursements / OES Reimbursements (SUCCESSFUL Reports, other records required to pass the funding agency's audit, if required) Applications (successful), grant agreement, copies of invoices, program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records	After Funding Agency Audit, if required - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090
Lead Dept.	CW-019	Newspaper Clippings	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records - may be obtained from the newspaper company; GC §34090

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Human Resources	CW-020	Personnel Files (Department Copies)	Do Not Retain in Departments	Before Annual Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Originals are retained by Human Resources; GC §34090.7
Lead Dept.	CW-021	Personnel Files (Supervisor's Notes)	Shred After Incorporation into Performance Evaluation or Documented Discipline	Before Annual Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.
Lead Dept.	CW-022	Photographs	When No Longer Required		Mag, Ppr			Preliminary Drafts; destroy unnecessary photographs. GC §§34090, 6252, 6254(a)
Lead Dept. (Who Uses the Vehicle)	CW-023	Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Ppr			GC §34090; 13 CCR 1234(c)
Lead Dept.	CW-024	Public Relations / Press Releases	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept. (Who Ordered the Appraisal)	CW-025	Real Estate Appraisal Reports: Property NOT purchased, Loans not funded, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public; Statewide Guidelines show 2 years; GC §§34090, 6254(h)
Lead Dept. (Who Ordered the Appraisal)	CW-026	Real Estate Appraisal Reports: Purchased Property, Funded Loans	Minimum 5 years	Yes: Before Purchase	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.334; 24 CFR 91.105(h), & 570.502(b); 29 CFR 97.42, GC §34090
	CW-027	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, etc: Produced by OUTSIDE ORGANIZATIONS (League of California Cities, Chamber of Commerce, etc.)	When No Longer Required		Mag, Ppr			Non-Records

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-028	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, Administrative Policies, etc: Produced by YOUR Department	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statewide guidelines propose superseded + 2 or 5 years; GC §34090
Lead Dept.	CW-029	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, Administrative Policies, etc: Produced by OTHER Departments	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies; GC §34090.7
Lead Dept.	CW-030	Reports and Studies (Historically significant - e.g., Zoning Studies)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Administratively and Historically significant, therefore retained permanently; GC §34090
Lead Dept.	CW-031	Reports and Studies (other than Historically significant reports - e.g. Annual Reports)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Information is outdated after 10 years; statewide guidelines propose 2 years; If historically significant, retain permanently; GC §34090
Lead Dept.	CW-032	Special Event Permits	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Lead Dept.	CW-033	Special Projects / Subject Files / Issue Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Lead Dept.	CW-034	Surveys / Questionnaires (that the City issues). If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed as drafts (When No Longer Required)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-035	Training Presented by City Staff - COURSE RECORDS (Attendance Rosters, Outlines and Materials; includes Ethics, Harassment, & Safety Training & Tailgates)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Ethics Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 34090, 53235.2(b)

RECORDS RETENTION SCHEDULE: CITY MANAGER

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
CITY MANAGER								
City Manager	CM-001	Economic Development Projects / Business Recruitment and Retention	Minimum 2 years		Mag, Ppr			Department Preference; GC §34090 et seq.
City Manager	CM-002	Legislative Advocacies, Support or Opposition to proposed Federal or State Legislation	Minimum 2 years		Mag, Ppr			Department preference; GC §34090
City Manager	CM-003	Projects / Subject Files (Subject will change over time)	Minimum 2 years		Mag, Ppr			Department Preference; GC §34090 et seq.
Finance	CM-004	Travel Arrangements	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Preliminary Drafts (Invoices are the final record); GC §34090 et seq.

RECORDS RETENTION SCHEDULE: CITY CLERK

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
CITY CLERK								
City Clerk	CC-001	Affidavits of Publications / Affidavits of Posting Notices / Legal Advertising / Notices / Proofs of Publications / Public Hearing Notices	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; GC §§34090, 54960.1(c)(1)
City Clerk	CC-002	Agenda Packets: City Council, Redevelopment Agency / Successor Agency, Oversight Board Includes Financial Reports, Audits, ACFR and Budgets	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-003	Agreements & Contracts - ALL (INFRASTRUCTURE, OR IF IMAGED, JPAs, MOUs) <i>Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work), Insurance Certificates</i> Examples of Infrastructure: Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property & property restrictions, redevelopment, reservoirs, sewers, sidewalks, street & alley improvements, settlement, subdivisions, utilities, water, etc.	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; All infrastructure contracts should be permanent for emergency preparedness; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §337 et. seq., GC §34090; Contractor has retention requirements in 48 CFR 4.703

RECORDS RETENTION SCHEDULE: CITY CLERK

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
City Clerk	CC-004	<p>Agreements & Contracts - ALL (NON-INFRASTRUCTURE, Professional Services Agreements, Tenant / Lease Agreements - NOT IMAGED)</p> <p><i>Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work), Insurance Certificates</i></p> <p>Examples of Non-Infrastructure: Consultants, Franchises, Landscaping, Painting, Slurry Seals (Paving), Tree Trimming, Leases, Personnel, Professional Services, etc.</p>	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
City Clerk	CC-005	Board & Commission / Committee Maddy Act Lists / Vacancy Notices	2 years		Mag, Ppr		Yes: After QC & OD	GC §34090
City Clerk	CC-006	Bonds: CIP Labor & Materials, Construction Bonds, Indemnity Bonds, Performance Bonds, Letters of Credit	Release of Bond / Letter of Credit		Mag, Ppr			Security; GC §34090
City Clerk	CC-007	City Articles of Incorporation	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-008	Claim for Damages / Claims Against the City	Final Resolution + 5 years	Yes: Until Settlement	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,
City Clerk	CC-009	Claim for Damages / Claims Against the City / City Reimbursement and Insured (ICRMA)	Final Resolution + 5 years	Yes: Until Settlement	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,

RECORDS RETENTION SCHEDULE: CITY CLERK

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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
City Clerk	CC-010	Claim Loss Runs	5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,
City Clerk	CC-011	Filing System / Subject Files / Function Filing System - HISTORICALLY SIGNIFICANT, LAND, PLANNING, CAPITAL IMPROVEMENT INFRASTRUCTURE PROJECTS	P		Mag, Ppr		Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-012	Filing System / Subject Files / Function Filing System - NOT HISTORICALLY SIGNIFICANT	Minimum 2 years		Mag, Ppr		Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-013	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): ALL	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	City maintains original statements; GC §81009(d)(e)(f)&(g)
City Clerk	CC-014	FPPC Form 801 (Gift to Agency Report)	7 years		Mag, Ppr	S / I	Yes: After 2 years	Must post on website; GC §81009(e)
City Clerk	CC-015	FPPC Form 802 (Event Ticket / Pass Distributions Agency Report)	7 years		Mag, Ppr	S / I	Yes: After 2 years	Should post on website for 4 years; GC §81009(e)
City Clerk	CC-016	FPPC Form 803 (Behested Payment Report)	7 years		Mag, Ppr	S / I	Yes: After 2 years	GC §81009(e)
City Clerk	CC-017	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		Mag, Ppr	S / I	Yes: After 2 years	Must post on website; 2 CCR 18705.5; 2 CCR 18702.5(b)(3); GC §34090; GC §81009(e)
CITY CLERK ELECTIONS (CONSOLIDATED)								
City Clerk	CC-018	Campaign Filings (FPPC 400 Series Forms & Form 501): UNSUCCESSFUL CANDIDATES	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Paper must be retained for at least 2 years; GC §81009(b)&(g)
City Clerk	CC-019	Campaign Filings (FPPC 400 Series Forms & Form 501): SUCCESSFUL CANDIDATES (Elected Officials)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Paper must be retained for at least 2 years; GC §81009(b)&(g)

RECORDS RETENTION SCHEDULE: CITY CLERK

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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
City Clerk	CC-020	Campaign Filings (FPPC 400 Series Forms): THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK (copies)	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Paper must be retained for at least 2 years; GC §81009(f)&(g)
City Clerk	CC-021	Campaign Filings (FPPC 400 Series Forms): OTHER COMMITTEES (PACS - not candidate-controlled)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 2 years	Paper must be retained for at least 2 years; GC §81009(c)&(g)
City Clerk	CC-022	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - SUCCESSFUL CANDIDATES	Term of Office + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statewide guidelines proposes 4 years for successful candidates, 2 years for unsuccessful; CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100
City Clerk	CC-023	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - UNSUCCESSFUL CANDIDATES	Election + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statewide guidelines proposes 4 years for successful candidates, 2 years for unsuccessful; CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100
City Clerk	CC-024	Elections - GENERAL, WORKING or ADMINISTRATION Files (Correspondence, Applications to fill a Vacancy on the City Council, Precinct Maps, County Election Services, Candidate Statements to be printed in the Sample Ballot, Polling Locations and Precinct Board Members, Notices, Postings, etc.)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-025	Elections - Petitions (Initiative, Recall or Referendum) - IF SUFFICIENT	Results + 8 months		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400

RECORDS RETENTION SCHEDULE: CITY CLERK

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
City Clerk	CC-026	Elections - Petitions (Initiative, Recall or Referendum) - IF INSUFFICIENT	Final Examination + 1 year after petition examination		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
City Clerk	CC-027	Prop. 218 (Property-based fees - Sewer, Solid Waste, Water) Mailing List, Master File	2 years		Mag, Ppr			GC §53753(e)(2)
City Clerk	CC-028	Prop. 218 (Property-based fees - Sewer, Solid Waste, Water) Protest Letters / Ballots, Tabulation	2 years		Mag, Ppr			GC §53753(e)(2)
City Clerk	CC-029	Prop. 218 (Property-based fees - Sewer, Solid Waste, Water) Mailer / Notice	Superseded + 2 years		Mag, Ppr			Department preference; GC §53753(e)(2)
(End of Elections Section)								
City Clerk	CC-030	Enterprise System Catalogue (Listing of Enterprise-wide Software, posted on line)	When Superseded	Yes	Mag.			GC §34090 et seq.
City Clerk	CC-031	Historical Records, Photographs, & Historical Projects (e.g. City Anniversaries, Incorporation, City Seal, Awards of significant historical interest, Grand Openings, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	City Clerk determines historical significance; records can address a variety of subjects and media. Some media (e.g. audio and video tape) may be limited because of the media's life expectancy; GC §34090
City Clerk	CC-032	Insurance Certificates that can't be matched to an Agreement or Contract	11 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 10 years for Errors & Omissions; CCP §§337. 337.1(a), 337.15, 343; GC §34090
City Clerk	CC-033	Lawsuits / Litigation	Final Resolution + 5 years	Yes: Until Settlement	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,
City Clerk	CC-034	Minutes: City Council, Redevelopment Agency / Successor Agency, Oversight Board	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090(e)

RECORDS RETENTION SCHEDULE: CITY CLERK

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City Clerk	CC-035	Oath of Office / Appointments / Oath for Disaster Worker: City Council, Board or Commission Members Only	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department Preference; Statute of Limitations: Public official misconduct is discovery of offense + 4 years, GC §§36507, 34090; PC §§801.5, 803(c); 29 USC 1113
City Clerk	CC-036	Ordinances	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090(e)
City Clerk	CC-037	Public Records Requests / Subpoenas Duces Tecum (Excludes Police)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-038	Recorded Documents: Deeds, Easements, Orders of Condemnations, Right of Ways, Abandonments / Vacation, Liens / Lien Releases	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
City Clerk	CC-039	Recordings: Audio or Video of City Council, Boards, Committees, Commissions	Minimum 4 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
City Clerk	CC-040	Records Destruction Authorization Forms & Certifications (All Departments)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090
City Clerk	CC-041	Records Retention Schedule Amendments / Authorization Forms (All Departments)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090
City Clerk	CC-042	Resolutions: City Council, Redevelopment Agency / Successor Agency, Oversight Board	P		Mag, Mfr, OD, Ppr	S / I	No	GC §34090(e)
City Clerk	CC-043	Secretary of State Statement of Facts / Registry of Public Officials	2 years		Mag, Ppr			GC §34090

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT
(Building, Code Enforcement, Housing & Econ. Development, Land Development, Planning)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
COMMUNITY DEVELOPMENT / ADMINISTRATION								
Community Development / Admin.	CD-001	Health & Education Commission - AGENDAS & STAFF REPORTS	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Community Development / Admin.	CD-002	Health & Education Commission - AUDIO or VIDEO RECORDINGS	Minimum 4 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
Community Development / Admin.	CD-003	Health & Education Commission - MINUTES	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
COMMUNITY DEVELOPMENT / BUILDING & SAFETY								
Community Development / Building & Safety	CD-001	Address Files / Building Permits	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090, H&S §19850
Community Development / Building & Safety	CD-002	Building Permit Database (Open Gov)	Indefinite	Yes (all)	Mag			Department Preference - Data is interrelated; GC §34090, H&S §19850
Community Development / Building & Safety	CD-003	Building Plans - Cancelled or Withdrawn	Minimum Cancelled or Withdrawn		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Preliminary drafts not retained in the ordinary course of business; CBC §104.7; H&S§19850, GC §34090
Community Development / Building & Safety	CD-004	Building Plans - Expired	Minimum After Expiration		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; CBC §104.7; H&S§19850, GC §34090

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT

(Building, Code Enforcement, Housing & Econ. Development, Land Development, Planning)

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Community Development / Building & Safety	CD-005	Building Plans - Finalled - TENANT IMPROVEMENTS	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Law requires for the life of the building for commercial and common interest dwellings only; CBC 104.7 & 107.5, H&S§19850, GC §34090
Community Development / Building & Safety	CD-006	Building Plans - Finalled - INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Law requires for the life of the building for commercial and common interest dwellings only; CBC 104.7 & 107.5, H&S§19850, GC §34090
Community Development / Building & Safety	CD-007	Building Plans - Finalled - SINGLE FAMILY RESIDENTIAL - SFR and APPURTENANCES Energy Calculations, Structural Calculations	180 days	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; State law requires plans need not be filed for dwellings less than 2 stories, garages & appurtenances, farms/ranches, 1-story with bearing walls less than 25'; CBC requires 180 days from completion date; CBC 104.7 & 107.5, H&S§19850, GC §34090
Community Development / Building & Safety	CD-008	California Building Codes / Uniform Building Codes	Minimum While Ordinance is in Force		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	GC §50022.6
Community Development / Building & Safety	CD-009	Certificate of Occupancy (CofO)	P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090
Community Development / Building & Safety	CD-010	Copyright Release Forms / Requests & Permissions to Receive Copies of Plans (to and from Architects)	2 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (kept with the Building Permit file); GC §34090

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT
(Building, Code Enforcement, Housing & Econ. Development, Land Development, Planning)

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Community Development / Building & Safety	CD-011	Correction Notices	When Permit is Finalled		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
Community Development / Building & Safety	CD-012	Geotechnical and Soils Reports (all)	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Community Development / Building & Safety	CD-012.1	Grading & Construction Permits	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Community Development / Building & Safety	CD-013	Plan Check Comments (Site Plan File)	When Permit is Finalled		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
Community Development / Building & Safety	CD-014	Stop Work Notices	After Permit is Finalled		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
CODE ENFORCEMENT								
Community Development / Code Enforce.	CD-015	Code Enforcement / Abatement Case Files (Includes appeals and Code Enforcement Complaint Letters)	Minimum 2 years	Yes: Until Resolution	Mag, Ppr			Department preference; GC §34090
Community Development / Code Enforce.	CD-016	Hearing Officer Determinations (for appeals of Code Enforcement Actions)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090
Community Development / Code Enforce.	CD-017	Notice of Violations ./ Code Enforcement Citations	Minimum 2 years		Mag, Mfr, OD, Ppr	S/I	Yes: When Inactive	Department preference; GC §34090
HOUSING & ECONOMIC DEVELOPMENT								

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT **(Building, Code Enforcement, Housing & Econ. Development, Land Development, Planning)**

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Community Development / Housing & Economic Development	CD-018	Correspondence or Staff Notes - Related to a CEQA Permit where Housing is the Lead Department (Environmental Impact Reports, EIRs, Negative Declarations, etc.)	Project Approval or Denial + 2 years		Mag, Ppr			Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (County of San Diego, et al., Real Parties in Interest) (53 Cal.App.5th 733); PRC 21167.6; GC §34090
Community Development / Housing & Economic Development	CD-019	Environmental Determinations (Finals): Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA Where Housing is the Lead	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090
Community Development / Housing & Economic Development	CD-020	CDBG / Sub-Recipient Grants Agreements	After Funding Agency Audit, if required - Minimum 5 years		Mag, Ppr			Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT
(Building, Code Enforcement, Housing & Econ. Development, Land Development, Planning)

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Community Development / Housing & Economic Development	CD-021	Housing Applications Rejected (First Time Home Buyers, Life/Safety, Rehabilitation, HOME, etc.)	5 years		Mag, Ppr			GC §34090
Community Development / Housing & Economic Development	CD-022	Housing Programs: Affordable Housing Projects, HOME, Rehabilitation, CDBG-funded Housing Projects, etc. WITH a Recapture / Resale Restriction Send all Deeds to the City Clerk	5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; statewide guidelines propose 4 years; 2 CFR 200.334; 24 CFR 92.508(a)&(c) & 570.502(a)(16), 982.158, 884.214; 29 CFR 97.42, GC §34090
Community Development / Housing & Economic Development	CD-023	Housing Programs: CDBG-funded Housing Projects, etc. WITHOUT a Recapture / Resale Restriction Send all Deeds to the City Clerk	Loan Pay-off + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	HUD requires 5 years after the agreement terminates; Consistent with Consolidated Plan Requirements; Required for 3-4 years from expenditure or performance report; 2 CFR 200.334; 24 CFR 92.508(a)&(c) & 570.502(a)(16), 982.158, 884.214; 29 CFR 97.42, GC §34090
LAND DEVELOPMENT								
Community Development / Land Development	CD-024	Geotechnical and Soil Reports / Hydrology Reports / Preliminary Studies / Project Assessments - Where Community Development is the Lead	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT

(Building, Code Enforcement, Housing & Econ. Development, Land Development, Planning)

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Community Development / Land Development	CD-025	Land Development / Private Development: Permanent File Drainage, Driveway, Encroachments, Grading Permits & Plans, Rights of Way, Soils Reports, Stormwater, Private Lab Verifications, Testing Lab Final Reports etc. Dedications, Easements, Abandonments (City Clerk is OFR)	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
PLANNING / FORMER REDEVELOPMENT AGENCY								

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT
(Building, Code Enforcement, Housing & Econ. Development, Land Development, Planning)

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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Community Development / Planning	CD-026	Planning Projects - Discretionary & Ministerial - Approved Permanent Entitlements & Permits (Includes Associated CEQA Noticing, Conditions of Approval, Environmental Determinations, Staff Reports, Plans) Examples: Conditional Use Permits (CUPs) Density Bonus Development Permit General Plan / General Plan Amendments Lot Line Adjustment Master Plan Public Art Rezones Specific Plan Tentative Subdivision Maps / Parcels Maps Use Permits Variance Zoning Clearance Zoning Ordinance / Updates	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC§§34090, 34090.7
Community Development / Planning	CD-027	Annexations / Boundaries / Consolidations / LAFCO	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	minute
Community Development / Planning	CD-028	Census, Demographics	When No Longer Required		Mag, Ppr			(Non-Records - Census Bureau is OFR)

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT

(Building, Code Enforcement, Housing & Econ. Development, Land Development, Planning)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Community Development / Planning	CD-029	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA Correspondence and staff notes that provide insight into the project or the agency's CEQA compliance with respect to the project	Project Approval or Denial + 2 years		Mag, Ppr			Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (County of San Diego, et al., Real Parties in Interest) (53 Cal.App.5th 733); PRC 21167,6; GC §34090
Community Development / Planning	CD-030	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA Inside City boundaries - Where Planning is the Lead	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090
Community Development / Planning	CD-031	Former Redevelopment Agency Projects and Plans - HISTORICAL Send all Real Property, Deeds, Easements, Rights of Ways to the City Clerk.	10 years	Yes: During Event	Mag, Ppr			Department preference; GC§§34090
Community Development / Planning	CD-032	Former Redevelopment Agency Projects and Plans - NOT Historical	10 years	Yes: During Event	Mag, Ppr			Department preference; GC§§34090
Community Development / Planning	CD-033	General Plan, Elements and Amendments	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Community Development / Planning	CD-034	Long Range Planning / Planning Studies	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090

RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT
(Building, Code Enforcement, Housing & Econ. Development, Land Development, Planning)

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Community Development / Planning	CD-035	Master Plans, Specific Plans, Land Use Plans and Amendments	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Community Development / Planning	CD-036	Materials Boards	When No Longer Required		Mag, Ppr			Preliminary drafts not retained in the ordinary course of business; GC §34090
Community Development / Planning	CD-037	Planning Commission - AGENDAS & STAFF REPORTS	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Community Development / Planning	CD-038	Planning Commission - AUDIO or VIDEO RECORDINGS	Minimum 4 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
Community Development / Planning	CD-039	Planning Commission - MINUTES	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
Community Development / Planning	CD-040	Temporary Permits: Activity in Public Places / Banner Permits / Child Care Permits / Christmas Tree Lots / Film Permits / Home Enterprise / Pumpkin Lots / Sidewalk Dining / Special Event Permits / Temporary Use Permits (TUP) / Temporary Signs / etc. (Approved & Unapproved)	Expiration + 2 years	Yes: During Event	Mag, Ppr			Department preference; GC§§34090
Community Development / Planning	CD-041	Zoning Maps (Historically Significant)	P	Yes (all)	Mag, Mfr, OD, Ppr	S	No	Department Preference; GC §34090
Community Development / Planning	CD-042	Zoning Ordinance Amendments / Zone Changes	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies); GC §34090.7

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
FINANCE / ACCOUNTS PAYABLE & PURCHASING								
Finance / Accounts Payable & Purchasing	FIN-001	1099's / 1096's / DE542 (California Report of Independent Contractors)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; 26 CFR §31.6001-1(e)(2), R&T §19530, GC §34090; 29 USC 436
Finance / Accounts Payable & Purchasing	FIN-002	Accounts Payable / Purchase Orders / Invoices and Backup / Warrants / Refunds / Credit Card Statements / P-Card Statements / Energy Rebates (Includes Invoices, Travel Expense Reimbursements, etc.)	7 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference for grant audits; 5 years meets municipal government auditing standards and Statute of Limitations for contracts; Purchasing preference for P-Card Invoices (48 CFR 4.805 requires Federal Agencies to retain their contracts, unsuccessful & successful proposals 6 years after final payment); CCP §337 et. seq.; GC §34090
Finance / Accounts Payable & Purchasing	FIN-003	W-9s	Vendor Inactive + 3 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets IRS Auditing Standards (3 years after the last payment to the vendor); GC §34090
FINANCE / ACCOUNTS RECEIVABLE								
Finance / Accounts Receivable	FIN-004	Accounts Receivable / Revenue / Business License Applications, Renewals, Tax Receipts / Animal License, Casino Activity Reports and Revenue, Citations, Our Invoices to Outside Entities: Insurance Companies, Franchise Fees, DUI Billing, Transient Occupancy Tax (TOT), Alarm Billing, Auctions of Surplus Property, Credit Card Payment Receipts, Tenant Billing, etc.	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards; GC §34090 et seq.

RECORDS RETENTION SCHEDULE: FINANCE

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance / Accounts Receivable	FIN-005	Cash Receipts, Rents, Other Income, Credit Card Settlements	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards; GC §34090 et seq.
FINANCE / DEBT SERVICES								
Finance / Debt Services	FIN-006	Bonds & Bond Sales / Official Statements / Transcripts / Certificates of Participations (COPs) - Includes Continuing Disclosure Reports See Bank Statements for statement retention.	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Ppr			Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336 et seq. 337.5(a); 26 CFR 1.6001-1(e); GC §43900 et seq.
FINANCE / GENERAL LEDGER								
Finance / General Ledger	FIN-007	Financial Services Database (Central Square / Tyler)	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Finance / General Ledger	FIN-008	Audit Work Papers	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts / content not substantive; GC §34090
City Clerk	FIN-009	Audits - Annual Financial Reports / Annual Comprehensive Financial Report (ACFR)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies - City Clerk retains in the Agenda Packet); GC §34090.7
Finance / General Ledger	FIN-010	Audits - Single Audits, Grant Audits, IRS Audits, Transportation Audits, PERS Audit, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Finance / General Ledger	FIN-011	Bank Statements, Bank Reconciliations	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets auditing standards; GC §34090, 26 CFR 31.6001-1
Finance / General Ledger	FIN-012	Banking Transactions, Bank Wire Transactions, Confirmations	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets auditing standards; GC §34090

RECORDS RETENTION SCHEDULE: FINANCE

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City Clerk	FIN-013	Budgets - Finals and Amendments	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies - City Clerk retains in the Agenda Packet); GC §34090.7
Finance / General Ledger	FIN-014	Budgets Work Papers	When No Longer Required		Mag, Ppr			Preliminary drafts; GC §34090
Finance / General Ledger	FIN-015	Checks / Warrants (Cashed)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets municipal government auditing standards; GC § 34090
Finance / General Ledger	FIN-016	Checks / Warrants (VOIDED)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; GC §34090
Finance / General Ledger	FIN-017	Escheat (Unclaimed money / uncashed checks)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; CCP §§340(d), 1519; GC §34090
Finance / General Ledger	FIN-018	Fiscal Agent Statements, Investment Account Statements, LAIF Statements / Local Agency Investment Fund Trustee Statements	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets auditing standards; GC §34090, 26 CFR 31.6001-1
Finance / General Ledger	FIN-019	Fixed Assets	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets auditing standards; GC §34090, 26 CFR 31.6001-1
Finance / General Ledger	FIN-020	Investments / Investment Statements / Certificate of Deposit / Investment Bonds (Receipts / Advisor Reports / Trade Tickets	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; statewide guidelines propose permanent; FTC Reg's rely on "self-enforcement"; GC§§ 34090, 43900

RECORDS RETENTION SCHEDULE: FINANCE

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Finance / General Ledger	FIN-021	Journal Entries / Journal Vouchers	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets auditing standards; GC §34090, 26 CFR 31.6001-1
Finance / General Ledger	FIN-022	OES / FEMA Claims	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Finance / General Ledger	FIN-023	Reports, General Ledger, Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, Revenue & Expenditure Reports, etc. (FROM DATABASE - ANNUAL, MONTHLY OR PERIODIC)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (The Financial System Database is the original; reports are considered drafts or copies); GC §34090
Finance / General Ledger	FIN-024	Reports: Annual State or Federal: State Controller's Report, Local Government Compensation Report, Gas Tax, MOE (Maintenance of Effort) Report, Street Report, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance / General Ledger	FIN-025	Tax - Annual Tax Roll and Special Assessments: Landscape and Lighting Districts, Ad Valorem Taxes, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance / General Ledger	FIN-026	Tax - Sales Tax Reports	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Compilation of Non-Records / Preliminary drafts used to project revenue; GC §34090
Finance / General Ledger	FIN-027	Vehicle Titles / Pink Slips	Upon Sale or Disposal of Vehicle		Mag, Ppr			Title is transferred to new owner or auction house
FINANCE / PAYROLL								
Finance / Payroll	FIN-028	CalPERS Reports - Annual Valuation Reports, Actuarial Valuation Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

RECORDS RETENTION SCHEDULE: FINANCE

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Finance / Payroll	FIN-029	DE-6, DE-7, DE-9, DE-34, DE-43, W-3 & DE-166, 941 Forms, PERS / FICA & Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
Finance / Payroll	FIN-030	Garnishments	Satisfied + 5 years, or Separation of Employee		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090; 26 CFR 31.6001.1
Finance / Payroll	FIN-031	Payroll Database (Central Square / Tyler)	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Finance / Payroll	FIN-032	Payroll Reports - Periodic Bi-weekly Payroll Report	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets municipal government auditing standards; PERS Circular letter 200-051-17; GC §34090
Finance / Payroll	FIN-033	Time Cards / Time Sheets	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5; 29 CFR 516.5 & 516.6(c); GC §34090
Finance / Payroll	FIN-034	W-2's	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference for Grant Auditing Purposes; Meets municipal government auditing standards; GC §34090
INFORMATION TECHNOLOGY								
Finance / Information Technology	CM-012	Backups / Computer Backups (ALL)	When No Longer Required	Yes	Mag.			Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.

RECORDS RETENTION SCHEDULE: FINANCE

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Finance / Information Technology	CM-013	UNALTERABLE MEDIA / IMMUTABLE CLOUD MEDIA (Immutable Media, WORM / DVD-r / CD-r / Blue Ray-R) or other unalterable media that does not permit additions, deletions, or changes	P		OD			For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, 12168.7, EVC 1550, CCR 22620 et seq.

RECORDS RETENTION SCHEDULE: PUBLIC WORKS (Engineering, Maintenance, Wastewater, Water)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
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PUBLIC WORKS / ENGINEERING								
Public Works / Engineering	PW-001	Capital Improvement Projects (CIP) / Design & Construction: Administration File Project Administration, Certified Payrolls, Construction Manager's Logs, Hazardous Materials Plans, Project Schedules, Progress meetings, Real Estate Appraisals, RFIs & Responses, Construction Inspection Logs, Punch Lists, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §34090
Public Works / Engineering	PW-002	Capital Improvement Projects (CIP) / Design & Construction: Permanent File Specifications & Addenda, Contract Copies, Change Orders, CEQA / Environmental Documents - EIRs, Negative Declarations, Exemptions, Materials Testing Reports, Meeting Minutes, Photos, Soil Reports, Studies, Submittals, Successful Proposal, Surveys, Daily Inspections, Daily Logs, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Public Works / Engineering	PW-003	Drawings, Maps, Plans and Record Drawings, Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Built"	P	Yes (all)	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Drafts should be destroyed; GC §34090
Public Works / Engineering	PW-004	Encroachment Permits / Excavation Permits: Permanent (Structures in the City's Right of Way, Retaining Walls, etc.) Includes Insurance Certificates	P	Yes: Until Completion	Mag, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090

RECORDS RETENTION SCHEDULE: PUBLIC WORKS (Engineering, Maintenance, Wastewater, Water)

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Public Works / Engineering	PW-005	Encroachment Permits / Excavation Permits: Temporary (Street Permits, Temporary Construction, Sidewalk Repairs, Traffic Control, Transportation Permits, Utility Cuts (Installation & Patching), etc.) Includes Insurance Certificates	Minimum 2 years	Yes: Until Completion	Mag, Ppr	S/I	Yes: After QC & OD	GC § 34090
Public Works / Engineering	PW-006	Solid Waste / AB 939 Compliance / SB 1383 Compliance (Organic Waste Collection and Recycling)	10 years		Mag, Ppr			Department preference; SB 1383 compliance is required for 5 years; Low-Carbon Fuel Standard regulations credits can be received for 10 years, and are eligible for an extension; 14 CCR § 18995; 2 H&S §39730.7; GC §34090
Public Works / Engineering	PW-007	Solid Waste Services / Hauler Quarterly Reports	10 years		Mag, Ppr			Department Preference; GC §34090
Public Works / Engineering	PW-008	Solid Waste Tonnage Reports	10 years		Mag, Ppr			Department Preference; GC §34090
Public Works / Engineering	PW-009	Stormwater: NPDES Monitoring Reports	Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090
Public Works / Engineering	PW-010	Stormwater: NPDES Permits	Minimum Permit Superseded + 5 years	Yes: Until Expiration	Mag, Ppr			Department Preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.
Public Works / Engineering	PW-011	Traffic Calming Requests / Stop Sign Surveys (Speed Humps, etc.)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Public Works / Engineering	PW-012	Traffic Counts	10 years		Mag Ppr			Department preference; GC §34090

RECORDS RETENTION SCHEDULE: PUBLIC WORKS (Engineering, Maintenance, Wastewater, Water)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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Public Works / Engineering	PW-013	Traffic Speed Surveys / Stop Sign Warrants	10 years		Mag Ppr			Department preference (required every 5 years, but can be extended to 7 or 10 years); GC §34090
PUBLIC WORKS / MAINTENANCE								
Public Works / Maintenance	PW-014	Aboveground Storage Tanks (Agency Owned) Spill Prevention Control and Countermeasures (SPCC), Inspections, Integrity Testing, Maintenance, Repairs	20 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; applies to both Tier I and Tier II Tanks; (Tier II tanks are required to have an integrity test every 20 years); GC §34090
Public Works / Maintenance	PW-015	AQMD Permits - for Generators, etc.	Issue Date + 5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	40 CFR 70.6; GC §34090
Public Works / Maintenance	PW-016	CCTV Videos of Storm Drain Lines	5 years		Mag, Ppr			Department preference; GC §34090
Public Works / Maintenance	PW-017	Generator Operation Logs & Inspections	5 years		Mag, Ppr			AQMD Rule 1470; Form 400-E-13a instructions; GC §34090
Public Works / Maintenance	PW-018	Herbicide or Pesticide Applications / Use (Parkway Areas)	2 years		Mag, Ppr			Department Preference (agricultural pesticide records are required for 2 years); GC §34090; 3 CCR 6623
Public Works / Maintenance	PW-019	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
Public Works / Maintenance	PW-020	Playground Equipment Inspections, Maintenance	5 years	Yes: During Class or Program	Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; CCP §337; GC §34090
Public Works / Maintenance	PW-021	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit		Mag, Mfr, OD, Ppr	S	Yes: After 1 year	Department preference; GC §34090 et. seq.

RECORDS RETENTION SCHEDULE: PUBLIC WORKS **(Engineering, Maintenance, Wastewater, Water)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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Lead Dept.	PW-022	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
Public Works / Maintenance	PW-023	Tree Pruning and Maintenance, Arborist Reports	5 years	Yes: During Class or Program	Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; CCP §337; GC §34090
Public Works / Maintenance	PW-024	Underground Service Alerts (USA's) / Dig Alerts	3 years		Mag, Ppr			Department Preference (the Regional Notification Center has the obligation to retain the notice for 3 years); GC §§4216.2(d) & 4216.3(d), GC §34090
Public Works / Maintenance	PW-025	Used Oil Disposal Manifests	3 years		Mag, Ppr			22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
Public Works / Maintenance	PW-026	Vehicle & Equipment History Files Maintenance, Smog Certificates	Disposal of Vehicle or Equipment + 2 years		Mag, Ppr			Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3; CCP §337 et. seq., 3 CCR 1234(f); GC §34090
Public Works / Maintenance	PW-027	Water Leak Report / Annual Leak Report / Water Loss Reports	Minimum 2 years		Mag, Ppr			Department Preference; GC §34090

RECORDS RETENTION SCHEDULE: PUBLIC WORKS (Engineering, Maintenance, Wastewater, Water)

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Public Works / Maintenance	PW-028	Water or Wastewater Backflow Test Results / Backflow Assembly Test Reports	5 years		Mag, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §34090
Public Works / Maintenance	PW-029	Water Permits - Water Regulatory / Operating Permits: CalARP, CERS, Cal OSHA, DDW (Division of Drinking Water), DWR (Department of Water Resources), EPA, MS-4, NPDES, RMP, SWRCB (State Water Resources Control Board), etc.	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.
Public Works / Maintenance	PW-030	Water Regulatory Reports / Water Reports to Regulatory Agencies: CalARP, CERS, Cal OSHA, DDW (Division of Drinking Water), DWR (Department of Water Resources), EPA, MS-4, NPDES, RMP, SWRCB (State Water Resources Control Board), etc.	Minimum 10 years		Mag, Ppr			Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.
Public Works / Maintenance	PW-031	Water Sanitary Surveys of Water Sources	10 years		Mag, Ppr			22 CCR §64470; GC §34090
Public Works / Maintenance	PW-032	Water Vulnerability Assessment / Emergency Response Plan / Risk & Resilience Assessment / Hazard Mitigation Plan	When Superseded - Minimum 2 years		Mag, Ppr			Confidential; 42 USC 300i-2(d); GC §34090
Division Providing Service / Work	PW-033	Work Orders / Service Requests - CRM / CMMS DATABASE (Computerized Maintenance Management System)	Indefinite		Mag			Data is interrelated; GC §34090
Division Providing Service / Work	PW-034	Work Orders / Service Requests - All Information Entered in CRM / CMMS Database (Paper drafts)	When No Longer Required		Mag Ppr			Preliminary drafts (the database is the original); GC §34090

RECORDS RETENTION SCHEDULE: PUBLIC WORKS **(Engineering, Maintenance, Wastewater, Water)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
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Division Providing Service / Work	PW-035	Work Orders / Service Requests - NOT entered in CRM / CMMS Database (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years		Mag Ppr			City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090
WASTEWATER COLLECTIONS								
Public Works / Wastewater Collections	PW-036	CCTV Videos of Sewer Lines	5 years		Mag, Ppr			Department preference; GC §34090
Lead Dept.	PW-037	Confined Space Entries / Hot Work Permits	2 years		Mag, Ppr			8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6) GC §34090
Public Works / Wastewater Collections	PW-038	FOG (Fats, Oil & Grease) Inspections / Pretreatment Annual & Quarterly Reports	3 years		Mag, Ppr			Department preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; 40 CFR 403.12
Public Works / Wastewater Collections	PW-039	Sanitary Spills and Overflows (SSOs)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; 40 CFR 122.41(j)(2); GC §34090
Public Works / Wastewater Collections	PW-040	Sewer Odor Complaints / Gas Detection Results / Investigations	5 years		Mag, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §34090
Public Works / Wastewater Collections	PW-041	Sewer System Management Plans (SSMP) and Audits / Sanitary Spills Overflow Prevention Plan (SSOPP) and Sanitary Sewer Overflow Response Plan	Superseded + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; SSOs are required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; GC §34090
Lead Dept.	PW-042	Underground Service Alerts (USA's) / Dig Alerts	3 years		Mag, Ppr			Required for 3 years; GC §§4216.2(f) & 4216.3(d); GC §34090
WATER QUALITY - POTABLE WATER								
Public Works / Water	PW-043	Consumer Confidence Report - Annual Water Quality Report	P		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department preference; Required for 12 years or 2 compliance cycles; 22 CCR 64400.25; 22 CCR §64470, 40 CFR 141.33(a); 40 CFR 141.91

RECORDS RETENTION SCHEDULE: PUBLIC WORKS (Engineering, Maintenance, Wastewater, Water)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Public Works / Water	PW-044	Lab Reports & Chains of Custody: Potable Water Bacteriological and Organics	Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department Preference; 40 CFR 141.33(a) and (b)(1); 22 CCR §64470
Public Works / Water	PW-045	Lab Reports & Chains of Custody: Potable Water Chemical (Includes Chlorine Residuals)	Minimum 10 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department preference; State law requires 12 years, Federal 10 years; 40 CFR 141.33(a); 22 CCR §64692
Public Works / Water	PW-046	Lab Reports & Chains of Custody: Potable Water Lead & Copper	Minimum 12 years		Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Required for 12 years or 2 compliance cycles; 22 CCR 64400.25; 22 CCR §64470, 40 CFR 141.33(a); 40 CFR 141.91
WATER TREATMENT PLANT (POTABLE WATER)								
Lead Dept.	PW-047	Confined Space Entries / Hot Work Permits	2 years		Mag, Ppr			8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6) GC §34090
Lead Dept.	PW-048	Generator Operation Logs & Inspections	5 years		Mag, Ppr			AQMD Rule 1470; Form 400-E-13a instructions; GC §34090
Public Works / Water Treatment Plant	PW-049	Monthly Reports - includes any Customer Concerns / Customer Complaints / Complaint Forms: Odor / Taste / Visual Complaints (Correspondence regarding Potable Water)	5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	5 years is required in State and Federal law for any complaints; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b); 22 CCR 64470(a)
Lead Dept.	PW-050	Operations & Maintenance Manuals / O & M Manuals	Disposal of Equipment		Mag, Ppr			Department preference; GC §34090
Public Works / Water Treatment Plant	PW-051	Plant Operator Log Books	5 years		Mag, Ppr			Department Preference; Meets Department of Public Health requirements; GC §34090
Public Works / Water Treatment Plant	PW-052	Regulatory Reports / Water Reports to Regulatory Agencies: CalARP, CERS, Cal OSHA, DDW (Division of Drinking Water), DWR (Department of Water Resources), EPA, MS-4, NPDES, RMP, SWRCB (State Water Resources Control Board), etc.	Minimum 10 years		Mag, Ppr			Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.

RECORDS RETENTION SCHEDULE: PUBLIC WORKS **(Engineering, Maintenance, Wastewater, Water)**

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Public Works / Water Treatment Plant	PW-053	Reservoirs: Dive Videos	10 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference (covers 2 mandated cycles); GC §34090
Public Works / Water Treatment Plant	PW-054	Reservoirs: Inspection Reports, Maintenance Records	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §34090
Public Works / Water Treatment Plant	PW-055	SCADA Database (Water)	Indefinite		Mag			Data is interrelated; GC §34090
Public Works / Water Treatment Plant	PW-056	Water Production Reads / Reports (to State DDW (Division of Drinking Water) / DWR (Department of Water Resources) / SWRCB (State Water Resources Control Board)	5 years		Mag, Ppr			Department Preference; Meets California Department of Health requirements (3 years); GC §34090
Public Works / Water Treatment Plant	PW-057	Water Treatment Plant Operators Certificates (posting required)	When Superseded		Mag, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §34090
Public Works / Water Treatment Plant	PW-058	Water Treatment Plant Safety Training Certificates (posting required)	Minimum 5 years		Mag, OD, Ppr	S	Yes: After QC & OD	Department preference; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(1), LC §6429(c); GC §§12946, 21960, 34090

RECORDS RETENTION SCHEDULE: COMMUNICATIONS & COMMUNITY RELATIONS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
COMMUNICATIONS & COMMUNITY RELATIONS								
Commun. & Community Relations	COM-001	News Clippings / Printed Advertising	When No Longer Required		Mag, Ppr			Non-records and copies; GC §34090.7
Commun. & Community Relations	COM-002	Newsletters - Public / Community	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference for historical purposes; GC §34090
Commun. & Community Relations	COM-003	Official Notices (regarding release of studies, reports, EIRs, etc. - Not Public Notices)	2 years		Mag, Ppr			GC §34090
Commun. & Community Relations	COM-004	Photos, Videos & Slides	When No Longer Required		Mag, Ppr			Drafts; final photos may become part of a final document; GC §34090
Commun. & Community Relations	COM-005	Public Relations / Press Releases	2 years		Mag, Ppr			GC §34090

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
HUMAN RESOURCES								
Human Resources	HR-001	Benefit Plan Documents (CalPERS, Dental, Vision, etc.)	Duration of the Contract + 6 years	Yes: For Duration of Contract	Mag, Ppr			EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 2 years after action; 29 CFR 1627.3(b)(2); 29 USC 1027; 11 CCR 560; 28 CCR 1300.85.1; GC §34090
Human Resources	HR-002	Civil Service Commission - AGENDAS & STAFF REPORTS	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Human Resources	HR-003	Civil Service Commission - AUDIO or VIDEO RECORDINGS	Minimum 4 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
Human Resources	HR-004	Civil Service Commission - Citizen Advisory Created by the City Council - MINUTES	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
Human Resources	HR-005	Classification / Reorganization Studies (for employee classifications and department structures)	Minimum 3 years		Mag, Ppr			Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 34090
Human Resources	HR-006	COBRA Billing (Dental, Vision)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets municipal government auditing standards; GC §34090
Human Resources	HR-007	Compensation Surveys & Studies	Minimum 3 years		Mag, Ppr			Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 34090

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

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Human Resources	HR-008	COVID-19 Notifications to Employees	3 years		Mag Ppr			LC §6409.6(k), GC §34090
Human Resources	HR-009	Department of Fair Employment & Housing (DFEH or EEOC) Claims / Harassment Claims	Minimum Final Disposition + 5 years		Mag, Ppr			Department preference; All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 34090
Human Resources	HR-010	EEOC Forms / EEO-4 Forms / EDD Reports (Employment Development Department Reports)	3 years		Mag, Ppr			29 CFR 1602.30; 29 CFR 1602.31, 29 CFR 1602.32; GC §34090 et seq.
Human Resources	HR-011	Employee Investigations	Minimum Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 34090;
Human Resources	HR-012	Employment Verifications	When No Longer Required		Mag, Ppr			Non-records, content is not substantive; GC §34090 et seq.
Human Resources	HR-013	Ethics Certificates for Employees, Harassment Certificates	5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	GC §§ 3105, 12946, 34090;; 53235.2(b); 53237.2(b)
Human Resources	HR-014	Grievances	Minimum Final Disposition + 5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 34090; LC 1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b)

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

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Human Resources	HR-015	I-9s	Separation + 3 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 34090
Human Resources	HR-016	Job Descriptions / Classification Specifications	Minimum Superseded + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090
Human Resources	HR-017	OSHA Citations and Inspections	5 years		Mag, Ppr			OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), OMB 1220-0029; GC §34090; LC §6429c
Human Resources	HR-018	OSHA Logs - 200, 300, 301, 301A	5 years		Mag, Ppr			OSHA requires 5 years; State law requires 2 years; 8 CCR 14300.33(a), 8 CCR §3203(b)(1), GC §34090.7; LC §6429c

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Human Resources	HR-019	Personnel Files - Employee File (Main File, including Benefits) Includes Application, Discipline, Evaluations, Policy Acknowledgements, Employee's Oath of Office / Oath for Disaster Worker, Personnel Action Forms, W-4 Forms, etc.)	Separation + 6 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; W-4s are required four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 34090; LC 1198.5
Human Resources	HR-020	Personnel Files - Medical File Pre-employment Medical Clearances, ADA Accommodations, Fit for Duty, etc.	Separation + 30 years OR Deceased + 5 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 34090
Human Resources	HR-021	Recruitment and Testing File (Includes Advertisements, Applications for Unsuccessful Candidates, Interview Notes, Job Brochures, Test Data, Testing Analysis & statistical Metric, Job Analysis, Rating Sheets, Scantrons, etc.)	Hiring Decision + 4 years		Mag, Ppr			State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 34090
Human Resources	HR-022	Workers Compensation Claims / Long Term Disability Claims (Includes all Accident, Incident, or Injury Reports from Employees)	Separation + 30 years OR Deceased + 5 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 34090

RECORDS RETENTION SCHEDULE: PARKS & RECREATION

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
PARKS & RECREATION								
Parks & Recreation	P&R-001	Active Net: Class Registration Database / Recreation Database	Indefinite		Mag			Data is interrelated; GC §34090
Parks & Recreation	P&R-002	Activity Guide / Class Guide / Program Guide (Final)	Minimum 2 years	Yes: During Class or Program	Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090
Parks & Recreation	P&R-003	Applications / Participants' Registration / Liability Forms / Release of Liability Forms / Photo Releases / Waivers of Liability / Permissions: Camps, Field Trips, Authorization to give Medicine, etc.	2 years	Yes: During Class or Program	Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090
Parks & Recreation	P&R-004	Evaluations / Surveys (Programmatic Evaluations of Recreation programs)	When No Longer Required		Mag, Ppr			Content Not Substantive / Preliminary drafts / Transitory records; GC §34090
Parks & Recreation	P&R-005	Park Facility Use Requests / Field Rentals / Facility Use Applications and Permits (includes ABC Permits, where required)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090 et. seq.
Parks & Recreation	P&R-006	Parks & Recreation Commission - AGENDAS & STAFF REPORTS	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Parks & Recreation	P&R-007	Parks & Recreation Commission - AUDIO or VIDEO RECORDINGS	Minimum 4 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
Parks & Recreation	P&R-008	Parks & Recreation Commission - MINUTES	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
Parks & Recreation	P&R-009	Rosters / Sign-in / Sign-Out Sheets for classes and programs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090

RECORDS RETENTION SCHEDULE: PARKS & RECREATION

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Parks & Recreation	P&R-010	Schedules / Hours (classes and staff)	When No Longer Required		Mag, Ppr			Content not substantive; Preliminary drafts not retained in the ordinary course of business; GC §34090
Parks & Recreation	P&R-011	Youth Commission - AGENDAS & STAFF REPORTS	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Parks & Recreation	P&R-012	Youth Commission - AUDIO or VIDEO RECORDINGS	Minimum 4 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
Parks & Recreation	P&R-013	Youth Commission - MINUTES	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)

RECORDS RETENTION SCHEDULE: POLICE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
ANIMAL ENFORCEMENT								
Police / Animal Enforce.	PD-001	Animal Address Files: Bite Reports, Complaints, Cruelty Investigations and Administrative Hearing Officer Findings, Dangerous Dog Reports, Impound Notices, Investigations, Barking Dogs, Loose Dogs, etc.	When Animal Deceased, Minimum 3 years		Mag, Ppr			Department Preference; GC §34090 et seq.
Police / Animal Enforce.	PD-002	Animal Control Officer's Daily Log / Cleaning Logs, etc.	3 years		Mag, Ppr			Department Preference; GC §34090 et seq.
Police / Animal Enforce.	PD-003	Complaints - Regarding Animals (Barking, etc.)	3 years	Yes	Mag, Ppr			Department Preference; GC §34090 et seq.
Police / Animal Enforce.	PD-004	Investigations / Problem Files (barking, loose dogs, dangerous dog reports, vicious animals, etc.)	Minimum 3 years		Mag, Ppr			Department Preference; GC §34090 et seq.
Police / Animal Enforce.	PD-005	Notices to Comply, Warning Letters / Notices / Citation Books (Off leash, etc.)	Minimum 3 years		Mag, Ppr			Department Preference; GC §34090 et seq.
Police / Animal Enforce.	PD-006	Rabies Vaccination Clinics	3 years	Yes	Mag			3 years is required for animal treatment records; FA §32003(e), PC §597.1(d); CCP §§336(a), 337 et. seq.,
POLICE ADMINISTRATION / POLICE CHIEF								
Police / Admin. / Chief	PD-007	Background Files - Successful Applicants	Separation + 4 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After Separation + QC & OD	State Law requires 4 years after the date of the employment action taken; 29 CFR 1672.3(b)(i), 29 CFR 1602.14; GC §§12946, 12960, 34090; 29 USC 1113
Police / Admin. / Chief	PD-008	Background Files - Unsuccessful Applicants	4 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	State Law requires 4 years after the date of the employment action taken; 29 CFR 1672.3(b)(i), 29 CFR 1602.14; GC §§12946, 12960, 34090; 29 USC 1113

RECORDS RETENTION SCHEDULE: POLICE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Police / Admin. / Chief	PD-009	CCW Permits (Carry Concealed Weapon Permits) - Retired Employees	Expiration + 4 years		Mag, Ppr			Department preference; GC §34090
Police / Admin. / Chief	PD-010	Complaints from a Member of the Public WITH Sustained Finding of Misconduct pertaining to discharge of a firearm at a person by a peace officer, an incident involving the use of force against a person by a peace officer that resulted in death or in great bodily injury, unreasonable force, failing to intervene against another officer using force that is clearly unreasonable or excessive, finding of sexual assault, dishonesty, discrimination, or unlawful arrest or unlawful search.	Final Disposition + 15 years		Mag, Ppr			Effective January, 20201; PC §§832.5(b), 832.7; GC§ 34090
Police / Admin. / Chief	PD-011	Complaints from a Member of the Public WITHOUT Sustained Finding of Misconduct pertaining to discharge of a firearm at a person by a peace officer, an incident involving the use of force against a person by a peace officer that resulted in death or in great bodily injury, unreasonable force, failing to intervene against another officer using force that is clearly unreasonable or excessive, finding of sexual assault, dishonesty, discrimination, or unlawful arrest or unlawful search.	Final Disposition + 5 years		Mag, Ppr			Consistent with Lexipol Policy; State requires for at least 5 years for complaints by members of the public; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years for misconduct after the discovery of the offense for misconduct in office; EVC §1045, GC §§12946, 12960, 34090, PC §§801.5, 803(c), 832.5, 832.7, VC §2547
Police / Admin. / Chief	PD-012	Contracts for Investigators (Police only)	Completion + 5 years	Yes: Before Completion	Mag, Ppr			Department preference; Statute of Limitations for contractual obligations is 4 years; CCP §§337. 337.1(a), 337.15, 343; GC §34090

RECORDS RETENTION SCHEDULE: POLICE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Fire / Admin. and Police / Admin. / Chief	PD-013	Emergency Operations Plan (includes Office of Emergency Management & Homeland Security)	When Superseded	Yes (all)	Mag, Mfr, OD, Ppr	S/I	No	GC §34090
Police / Admin. / Chief	PD-014	Hearing Officer Determinations (Citation Appeals, Tows, etc.)	2 years		Mag, Ppr			GC §34090
Police / Admin. / Chief	PD-015	Internal Complaints	Final Disposition + 2 years		Mag, Ppr			Consistent with Lexipol Policy; Not a complaint made by a member of the public; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; EVC §1045, GC §§12946, 12960, 34090
Human Resources	PD-016	Personnel Files - Police Department Employees	Separation + 6 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After Separation + QC & OD	Department Preference; consistent with Human Resource's Personnel File; GC §§12946, 12960, 34090.7
Police / Admin. / Chief	PD-017	Policies & Procedures / Lexipol / Operation Directives / General Orders (Department Policies and Procedures)	Superseded + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After superseded	Department Preference; GC § 34090 et seq.
Police / Admin. / Chief	PD-018	Press Releases - Police Only	2 years		Mag, Ppr			GC §34090
Police / Admin. / Chief	PD-019	Report of data regarding the number, type, or disposition of complaints made against its officers	2 years		Mag, Ppr			GC §34090 et seq.
Police / Admin. / Chief	PD-020	Report to the State Commission on Peace Officer Standards and Training (POST Commission) of peace officer employment, compliant, finding, disposition, or judgement pursuant to §PC 13510.9	2 years		Mag, Ppr			GC §34090 et seq.

RECORDS RETENTION SCHEDULE: POLICE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Police / Admin. / Chief	PD-021	Reports and Studies - Historical	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090 et seq.
Police / Admin. / Chief	PD-022	Reports and Studies regarding Police operations (not historical - manpower, consolidation, etc.)	Minimum 2 years		Mag, Ppr			Department Preference; GC § 34090 et seq.
Police / Admin. / Chief	PD-023	Use of Force Reviews - Not as a result of a civilian complaint, and not resulting in death or in great bodily injury, firearm discharge (accidental or not against public), inquiry routings, litigation, Pitchess motion, property damage, public records request, service complaints, vehicle pursuits, and vehicle accidents.	2 years		Mag, Ppr			Department Preference; GC §§12946, 12960, 34090
CAD / DISPATCH								
Police / Commun.	PD-024	Audio Recordings or Tapes - (CAD / Computer Aided Dispatch) Recordings of Telephone & Radio Communications Dispatch Tapes (CAD)	Minimum 180 days		Mag			Department Preference; Statewide guidelines propose 180 days (legally mandated for 100 days); (may be discoverable or made public in some circumstances), GC §§34090, 34090.6
INVESTIGATIONS								
Police / Investig.	PD-025	Criminal Intelligence Files Confidential informant information & activities	Last Entry + 5 years		Mag, Ppr			Files contain criminal intelligence information concerning an individual only if there is reasonable suspicion that the individual is involved in criminal conduct or activity and the information is relevant to that criminal conduct or activity. Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years; 28 CFR 23.20(h); GC §34090

RECORDS RETENTION SCHEDULE: POLICE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Police / Investig.	PD-026	Informant Files	When No Longer Required - Minimum 2 years		Ppr, Mag			Informant information; Does not contain criminal intelligence information concerning individuals; Department preference; GC §34090
OPERATIONS / PATROL								
Police / Ops / Patrol	PD-027	Detectives Investigation Files and Arrest Files (Official Reports)	Transferred into Record's Crime Report Files		Ppr, Mag			Transfer all Official Reports to Records to be placed in the Crime Report Files.
Police / Ops / Patrol	PD-028	Patrol Schedules	When No Longer Required		Mag, Ppr			Preliminary drafts (the timecard / timesheet is the final); GC §34090 et seq.
Police / Ops / Patrol	PD-029	Traffic Control: Radar Calibration Records	Life of the Equipment		Mag, Ppr			Department preference; GC §34090 et seq.
Police / Ops / Patrol	PD-030	Traffic Control: Radar Trailer Surveys, etc.	Minimum 2 years		Mag, Ppr			Department preference; GC §34090 et seq.
PROPERTY AND EVIDENCE								
Police / Property & Evidence	PD-031	Crime Report Photos / Photo Database	Follows the Retention of the Evidence		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Evidence - Department Preference; GC §34090
Police / Property & Evidence	PD-032	Gun and Narcotics Destruction Log (Documents related to)	Minimum 2 years		Mag, Ppr			Department Preference; GC §34090
Police / Property & Evidence	PD-033	Property & Evidence Database	Indefinite - Follows the Retention of the Evidence		Mag, Ppr			Evidence - Department Preference (data is interrelated); GC §34090

RECORDS RETENTION SCHEDULE: POLICE

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Police / Property & Evidence	PD-034	Property & Evidence Logs	2 years		Mag, Ppr			GC §34090
Police / Property & Evidence	PD-035	Safekeeping: Lost & Found Property (Documents related to)	2 years		Mag, Ppr			GC §34090
RECORDS								
Police / Records	PD-036	Citation Log Books (#s / ranges) - Parking, Traffic	2 years		Mag, Ppr			GC §34090 et seq.
Police / Records	PD-037	Citations (Parking, Traffic, Marijuana / Cannabis). Includes requests for dismissals, cancellations, and appeals.	2 years		Mag, Ppr			GC §34090 et seq.
Police / Records	PD-038	CRIME REPORTS / SEALED RECORDS: Sealed Juvenile and Ward Cases - Except those with Child Abuse or Severe Neglect, (Substantiated), outstanding stolen property, including firearms, or lost firearms	Sealing Date + 5 years (or Court Order)	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Statute of Limitations runs up to age 22 or within five years of date of discovery of injury/illness occurring after age of majority, whichever is later; sealed records for juveniles and wards of the Court must be destroyed 5 years after sealing date; CCP §§340.1, GC §34090; W&I §§389(a), 781(d)
Police / Records	PD-039	CRIME REPORTS: Lost Property: Firearms entered into CLETS (if not Permanent Retention)	Until Found or Recovered	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference to facilitate Three Strikes law and ease of document imaging administration; PC§ 11108.2(b); GC §34090
Police / Records	PD-040	CRIME REPORTS: ALL Capital Crimes, Homicide, Juvenile, Child Abuse (substantiated), Elder Abuse (substantiated), & Sexual Assault (Rape), Arson (Suspected or Undetermined)	P	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; DOJ retains CACI (Child Abuse Central Index) information for adults 100 years; Most have no limitations on commencement of action; PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, and 799; 803(h), 11169 et seq.; 11170(a); WIC 707(b)

RECORDS RETENTION SCHEDULE: POLICE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Police / Records	PD-041	CRIME REPORTS: Child Abuse or Neglect Investigation Reports - Unsubstantiated or Inconclusive	No Further Report on Suspected Abuser + 10 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	PC §§11169(c), 11170(a)(3)
Police / Records	PD-042	CRIME REPORTS: Except those specifically mentioned in the schedule (ALL Others)	5 years	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age 18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq.
Police / Records	PD-043	CRIME REPORTS: Misdemeanor or Infraction - Adult Marijuana / Cannabis - H&S §11357(b)(c)(d)(e) or H&S §11360(b) (with procedure in H&S §11361.5) - Except those with outstanding stolen property, including firearms, or lost firearms	Conviction or Arrest (If No Conviction) + 2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	(Courts and other Agencies "Shall" destroy); H&S §11361.5 et seq.
Police / Records	PD-044	CRIME REPORTS: Misdemeanor or Infraction - Juvenile Marijuana / Cannabis - H&S §11357(E) - Except those with outstanding stolen property, including firearms, or lost firearms	2 years or Juvenile 18 years old	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	If no subsequent conviction ("Shall" Destroy); H&S §11361.5

RECORDS RETENTION SCHEDULE: POLICE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Police / Records	PD-045	CRIME REPORTS: Missing Persons	P (If Returned, Follows the Retention for the Crime Report)	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Department Preference; GC §34090
Police / Records	PD-046	CRIME REPORTS: Factually Innocent Petition Accepted Records Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, or lost firearms	Date of Arrest + 3 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Individual petitions District Attorney; Sheriff concurs that person is factually innocent, then seals record ("Shall" Destroy); GC §34090; PC §851.8(a)
Police / Records	PD-047	CRIME REPORTS: Misdemeanor or Infraction Marijuana / Cannabis §11357(de) - Juvenile on School Grounds during School Hours (with procedure in H&S §11361.5)	Offender is 18 Years Old	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., 11357(e)
Police / Support Services / Records	PD-048	CRIME REPORTS: Vacatur Relief Granted by Court - Victim of Human Trafficking, or Victim of Intimate Partner Violence or Sexual Violence (Nonviolent Crimes)	Court Order + 1 year		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC & OD	Individual petitions Court ("Shall" Destroy); GC §34090; PC §§236.14(k); 236.15(k)
Police / Records	PD-049	Registrants: Arson Registrations: Adults	P, or Death of Registrant		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7

RECORDS RETENTION SCHEDULE: POLICE

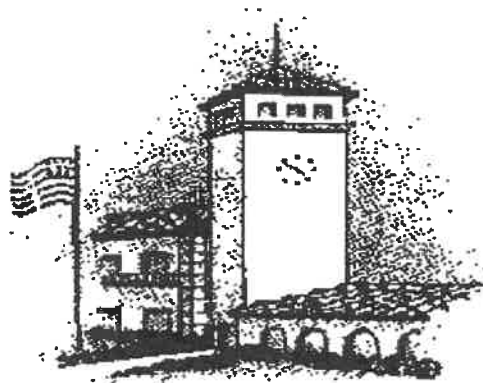
Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Police / Records	PD-050	Registrants: Arson Registrations: Juveniles released from California Youth Authority	Age 25 or Sealing Date + 5 years		Mag, Ppr			Pursuant to PC §457.1 et seq.; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Records	PD-051	Registrants: Narcotics Registrations	2 years		Mag, Ppr			GC §34090
Police / Records	PD-052	Registrants: Sex Offender Registrations: Adults	P, or Death of Registrant		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Police / Records	PD-053	Registrants: Sex Offender Registrations: Juveniles	P or Sealing Date + 5 years (or Court Order), or Death of Registrant		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Police / Records	PD-054	Public Records Act Requests - Police Only	2 years		Mag, Ppr			GC §34090 et seq.
Police / Records	PD-055	Ride A-Long Waiver Form	2 years		Mag, Ppr			GC §34090 et seq.
Police / Records	PD-056	RMS Database	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Police / Records	PD-057	STOP Source Data, Audit Log / Racial and Identity Profiling Act (RIPA) Annual Report	3 years		Mag, Ppr			11 CCR 999.228; 11 CCR 999.229; GC §34090
Police / Records	PD-058	Subpoenas (Personal Appearance of Police Employees)	When No Longer Required		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Court or District Attorney records; GC §34090 et seq.
Police / Records	PD-059	Subpoenas for Records - Police Only	2 years		Mag, Ppr			GC §34090 et seq.
Police / Records	PD-060	Video Recordings - Building Security, City Operations	1 year		Mag			Records regular ongoing operations of the City; GC §34090.6 et seq.

RECORDS RETENTION SCHEDULE: POLICE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Police / Records	PD-061	Video Recordings - Temporary Holding Cells	1 year		Mag			Records regular ongoing operations of the City; GC §34090.6 et seq.
TRAINING								
Police / Training	PD-062	Personnel Training File - Officer Training - BY EMPLOYEE (Includes POST printouts) Includes Range Qualifications, Retiree Fire Arson Qualifications	Separation + 5 years		Mag, Ppr			Department Preference to be consistent with Human Resources; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 29 CFR 1602.31 LC §6429(c); GC §§12946, 12960, 34090, 53235.2(b)
Police / Training	PD-063	Training - Department Training Records - COURSE RECORDS (Attendance Rosters, Outlines and Materials; includes Use of Force training, safety training, etc.)	Minimum 5 years		Mag, Ppr			Rosters are sent to POST; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 29 CFR 1602.31 ; LC §6429(c); GC §§12946, 12960, 34090, 53235.2(b)

ATTACHMENT C

RECORDS RETENTION SCHEDULE



FOR THE
CITY OF HUNTINGTON PARK

APPROVED: Resolution No. 98 - _____

DATED: August 17, 1998

The Records Retention Schedule contained herein
is based upon Sections 34090, 34090.5, 34090.7,
53921, and 81009 of the California Government Code.

Notes:

1. Effective immediately, the **NEW Item Number** including **-98**, will be used to differentiate the revised 1998 version from previous Retention Schedules.
2. Where noted in Record Description with (), and such terms as Expired, Settled, Completed, etc, the retention period noted will begin at that point.
3. When only department retention is entered on the schedule, **with no storage period**, records are to be boxed and a Record Transfer Notice is to be signed-off at time of transfer. Thus, enabling immediate destruction.
4. When the Retention Period shows two numbers such as, 3 (2). The first depicts the preferred retention period as per the Department Head; the second in () depicts the required retention period by Law.
5. All periods cited are in years.
6. When noted with P* in the Retention Period, the file was sent for scanning and then destroyed. The disc is located in Public Engineering Services in Pasadena.

Abbreviations:

N/R	-	No Retention. Record is a duplicate, for reference only
P	-	Permanent
I	-	Indefinite
Orig.	-	Original
G.C.	-	Government Code
98	-	Added to Item Number to identify Revision done in August 1998.
P*	-	Scanned / Stored in The City of Pasadena

RECORDS RETENTION SCHEDULE

DEPARTMENT

CITY CLERK

APPROVED: Resolution No. 98 -

DATED: August 17, 1998

The Records Retention Schedule contained herein
is based upon Sections 34090, 34090.5, 34090.7,
53921, and 81009 of the California Government Code.

Notes:

1. Effective immediately, the **NEW Item Number** including **-98** will be used to differentiate the revised 1998 version from previous Retention Schedules.
2. Where noted in Record Description with (), and such terms as Expired, Settled, Completed, etc, the retention period noted will begin at that point.
3. When only department retention is entered on the schedule, **with no storage period**, records are to be boxed and a Record Transfer Notice is to be signed-off at time of transfer. Thus, enabling immediate destruction.
4. When the Retention Period shows two numbers such as, 3 (2). The first depicts the preferred retention period as per the Department Head; the second in () depicts the required retention period by Law.
5. All periods cited are in years.

Abbreviations:

- | | | |
|-------|---|--|
| N/R | - | No Retention. Record is a duplicate, for reference only. |
| P | - | Permanent |
| I | - | Indefinite |
| Orig. | - | Original |
| G.C. | - | Government Code |
| 98 | - | Added to Item Number to identify a revision done in August 1998. |

RECORD RETENTION SCHEDULE

DEPARTMENT: City Clerk

SECTION: _____

PAGE: 1 OF 11

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
1-98	<u>Minutes City Council</u> Provides a statement of Minutes of City Council meetings.	5	P	P	G.C. 34090	Yes - Security (Retain Orig.)
2-98	<u>Resolutions, City Council</u> Provides a statement of Resolutions passed by City Council in course of normal business activity.	5	P	P	G.C. 34090	Yes - Security (Retain Orig.)
3-98	<u>Resolutions, City Council (Duplicate)</u>	N/R	-	-	G.C. 34090.7	NO
4-98	<u>Ordinances, City Council</u> Provides a statement of Ordinances voted and approved by the City Council.	5	P	P	G.C. 34090	Yes - Security (Retain Orig.)
5-98	<u>Ordinances, City Council (Duplicate)</u>	N/R	-	-	G.C. 34090.7	NO
6-98	<u>Affidavits of Publication of Ordinance</u> Provides a statement press clipping demonstrating publication of Ordinance, Resolution, Notice of Election/Hearings, Police Sales etc.	5	P	P	G.C. 34090	Yes - Security (Retain Orig.)
7-98	<u>Bonds Issued by City of Huntington Park</u> Various Bonds and Documents issued by H.P. Public Financing Authority	5	P	P	G.C. 53921	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: City Clerk

SECTION: _____

PAGE: 2 OF 11

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
8-98	<u>Municipal Code</u> Provides a statement of codified Ordinances.	P	P	P	G.C. 34090	NO - Security (Retain Orig.)
9-98	<u>Agenda, Minutes, Resolutions - Commissions</u> Provides copies of meeting agendas, minutes and resolutions of various commissions.	3 (5)	- (P)	3 (P)	G.C. 34090	NO
10-98	<u>Minutes, Resolutions - Special Districts</u> Provides copies of Minutes and Resolutions of various Special Districts.	3 (5)	- (P)	3 (P)	G.C. 34090	NO
11-98	<u>Minutes, Resolutions - Committees</u> Provides copies of Minutes and Resolutions of various Committees.	5 (5)	- (P)	5 (P)	G.C. 34090	NO
12-98	<u>Associations, Organizations</u> Provides copies of activities and resolutions affecting the activities and programs of various Associations and Organizations.	5 (5)	- (P)	5 (P)	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: City Clerk

SECTION: _____

PAGE: 3 OF 11

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
13-98	<u>Case Files, Commissions/Boards (Closed)</u> Provides a per case statement of appeals of various Commission and Board decisions.	5	P	P	G.C.34090.5	Yes - Destroy Original
14-98	<u>Census Data Original Copy</u> Provides a statement of Census data and analysis for the City of Huntington Park.	P	P	P	G.C.34090.5	Yes
15-98	<u>Special Census (1975)</u> Provides a statement of Special Census conducted in 1975 with data and analysis for City of Huntington Park.	P	P	P	G.C.34090.5	Yes
16-98	<u>Land Owned/Sold by City (When Sold)</u> Provides a per lot statement of property owned and/or sold by the City of Huntington Park.	P	P	P	G.C. 34090	Yes - Security (Retain Orig.)
17-98	<u>Documents of Incorporation</u> Provides a statement of Incorporation of the City of Huntington Park with Certification by Secretary of State.	P	P	P	G.C. 34090	Yes - Security (Retain Orig.)

RECORD RETENTION SCHEDULE

DEPARTMENT: City Clerk

SECTION: _____

PAGE: 4 OF 11

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
18-98	<u>Annexations</u> Provides a per lot statement of property transfer and annexation by the City of Huntington Park, both successful and unsuccessful with back-up documentation.	P	P	P	G.C. 34090	Yes - Security (Retain Orig.)
19-98	<u>Condemnations - Street Widening</u> (Completed) Provides a per lot statement of condemnations of property for the purpose of street widening.	P	P	P	G.C. 34090	Yes - Security (Retain Orig.)
20-98	<u>Street & Alley Vacations</u> (Completed) Provides a per street statement of resolutions, agreements, and correspondence relative to the permanent or temporary closing of streets or alleys.	5	P	P	G.C. 34090	Yes - Security (Retain Orig.)
21-98	<u>Easement Grants</u> Provides a per lot statement of Easement Deeds, Maps, Council Minutes and correspondence relative to the issuance of easements.	5	P	P	G.C. 34090	Yes - Security (Retain Orig.)
22-98	<u>Street Deeds</u> Provides a statement of resolutions regarding the transfer of property to or from the City with index.	5	P	P	G.C. 34090	Yes - Security (Retain Orig.)

RECORD RETENTION SCHEDULE

DEPARTMENT: City Clerk

SECTION: _____

PAGE: 5 OF 11

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
23-98	<u>Franchises</u> Provides a statement of Franchise Bonds, Ordinances, Public Postings, Maps and correspondence relative to the issuance of franchises by the City of Huntington Park.	5	P	P	G.C. 34090	Yes - Security (Retain Orig.)
24-98	<u>Campaign Statements</u> Provides a statement of financial contributions to Mayor, City Council Members, Elective State Officers, Candidates for such offices, and Committees supporting any officeholder or candidate.	7	I	I	G.C. 81009	Yes - Two years after leaving office
25-98	<u>Conflict of Interest Codes</u> Provides a statement of Code and signed statement of economic interests of City Officials.	7	I	I	G.C. 81009	Yes - Two years after leaving office
26-98	<u>Fair Political Practices Committee - Annual Statement.</u> Provides an annual statement of economic interests of City officials.	7	I	I	G.C. 81009	Yes - Two years after leaving office
27-98	<u>Oath of Office (After Expiration of Term)</u> Provides a signed statement of Oath of Office by elected officials.	2	P	P	G.C. 34090	Yes - Destroy Orig. after two years

RECORD RETENTION SCHEDULE

DEPARTMENT: City Clerk

SECTION: _____

PAGE: 6 OF 11

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
28-98	<u>License - ABC</u> Provides a copy of license application and protests of non-issuance of liquor license in City.	2	P	P	G.C. 34090.5	Yes - Destroy Orig. two years after Expiration.
29-98	<u>Licenses - DMV (After Expiration)</u> Provides a statement of licenses and registration for City Vehicles.	5 (2)	P (P)	P (P)	G.C. 34090.5	Yes - Destroy Orig. two years after Expiration.
30-98	<u>Pink Slips</u> Provides Certificate of Ownership on City vehicles.	P	P	P	G.C. 34090	NO - Security (Retain Orig.)
31-98	<u>Permits - Revokable (After Expiration)</u> Provides copy of permit, council minutes, adjustments, correspondence and memos for entertainment and bingo establishments.	2	-	2	G.C. 34090	NO
32-98	<u>Tax Files</u> Provides a statement of tax required by City per resolution with correspondence, memos and calculations to and from L.A. County regarding collection of tax and financial analysis.	5	P	P	G.C. 34090.5	Yes - Destroy Orig. after two years.
33-98	<u>Annual Reports</u> Provides a statement of balance sheet, cash receipts and audit attestations.	5	P	P	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: City Clerk

SECTION: _____

PAGE: 7 OF 11

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
34-98	<u>Financial Reports - Annual</u> Provides a statement of Annual Report in publication Format.	5	P	P	G.C. 34090	YES
35-98	<u>Sale of Tax Deeded Property (After Sale)</u> Provides a statement of resolution and lot summary for auction.	2	P	P	G.C. 34090	YES - Security (Retain Orig.)
36-98	<u>Projects (Completed)</u> Provides a statement of contract for services to be rendered to City by outside firms.	2	5	P	G.C. 34090	YES - Destroy after 7 years
37-98	<u>Contracts & Agreements (Completed)</u> Provides a statement of agreements covering broad spectrum of services and activities.	2	3	5	G.C. 34090	YES - Destroy after 5 years
38-98	<u>Rejected Bids</u> Provides a statement of bids per project that were not approved.	3 (2)	- (-)	3 (2)	G.C. 34090	NO
39-98	<u>Agreements - L.A. County (Completed)</u> Provides a statement of agreement between City and County of Los Angeles.	2	3	5	G.C. 34090	YES
40-98	<u>Agreements - Redevelopment, HCDA, UDAG, etc.</u> Provides a statement of contracts relative to agreements between City and various agencies, with minutes and resolutions.	5	-	5	G.C. 34090	YES

RECORD RETENTION SCHEDULE

DEPARTMENT: CITY CLERK

SECTION: _____

PAGE: 8 OF 11

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
41-98	<u>Agreements - Districts / Agencies (Completed)</u> Provides a statement of minutes, and resolutions with correspondence between City and various Districts.	2	3	5	G.C. 34090	YES
42-98	<u>Audit - Redevelopment Agency (Completed)</u> Provides a statement of financial audit of Redevelopment Agency by accounting firm with attestation.	5	P	P	G.C. 34090	NO
43-98	<u>Claims - City Liability</u> Provides a statement of claims against the City by general public covering a broad spectrum of activity.	2	P	P	G.C. 34090.5	Yes - Destroy Orig. two years after settlement.
44-98	<u>Policies - Insurance</u> Certificates of insurance and other related documents for various programs of the city.	I	P	P	G.C. 34090	YES
45-98	<u>Correspondence - Liability, Casualty, Worker's Comp.</u> Provides a statement of correspondence to insurers with P/R data and calculations.	2	-	2	G.C. 34090	NO
46-98	<u>Warrant Resolutions</u> Provides a registry of warrant numbers with dollar amounts.	P	-	P	G.C. 34090	YES

RECORD RETENTION SCHEDULE

DEPARTMENT: City Clerk

SECTION: _____

PAGE: 9 OF 11

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
47-98	<u>Police Reports (Duplicate)</u> Provides a statement of police report on damage to City property for billing purposes.	N/R	-	N/R	G.C. 34090.7	NO
48-98	<u>Small Claims (Settled)</u> Provides a per case file of small claims brought to court.	2	3	5	G.C. 34090	NO
49-98	<u>Paid Billings / Write-Offs</u> Provides a statement of certified mail, billings and write-offs regarding damage to City property.	2	3	5	G.C. 34090	NO
50-98	<u>Summons and Complaints (Settled)</u> Provides a statement of summons and complaints served on City Clerk.	1	2	3	G.C. 34090	NO
51-98	<u>Weed Abatement Program - Annual</u> Provides a statement of resolutions, notification of public hearings and expense allocation per lot for program.	2	3	5	G.C. 34090	YES
52-98	<u>Correspondence - Cities / Agencies</u> Provides a statement of correspondence between Huntington Park and various Cities and Agencies.	2	-	2	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: City Clerk

SECTION: _____

PAGE: 10 OF 11

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
53-98	<u>Correspondence - Interdepartmental / General</u> Provides a statement of correspondence between agencies.	2	-	2	G.C. 34090	NO
54-98	<u>Election Files</u> Provides a record of city elections.	4	P	P	G.C. 34090	YES
55-98	<u>Ballots - Sample</u> Provides a sample of ballots used in elections.	5	P	P	G.C. 34090	NO - Send Orig. To Historic File.
56-98	<u>Procedure Manual - Administrative</u> Provides a statement of procedures relative to a broad spectrum of internal and external procedures.	P	-	P	G.C. 34090	NO - Destroy when superceded.
57-98	<u>Bulletins - Internal / External</u> Provides a copy of bulletins relative to broad spectrum of activities and procedures.	P	-	P	G.C. 34090	NO - Destroy when superceded.
58-98	<u>Historical Events - Huntington Park</u> Provides a statement of correspondence and newspaper articles relative to special historical programs.	5	P	P	G.C. 34090	YES - Send Orig. To Historic File.
59-98	<u>Microfilm Records</u> Duplicate rolls of film of records and supporting files.	I	-	P	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: City Clerk

SECTION: _____

PAGE: 11 OF 11

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
60-98	<u>Computer Backup Files</u> Duplicate records and supporting files on computer media and hard drives. Records include a broad spectrum of City Clerks files and documents.	1	-	1	G.C. 34090	NO
61-98	<u>CD ROM Files and Records</u> Duplicate records and supporting files kept for research and historical purposes on CD ROM and hard drives. Records include minutes, resolutions, ordinances, agreements, and other Department records.	P	-	P	G.C. 34090	NO

RECORDS RETENTION SCHEDULE

DEPARTMENT

FINANCE / REVENUE COLLECTIONS

APPROVED: Resolution No. 98 - _____

DATED: August 17, 1998

The Records Retention Schedule contained herein
is based upon Sections 34090, 34090.5, 34090.7,
53921, and 81009 of the California Government Code.

Notes:

1. Effective immediately, the **NEW Item Number** including **-98**, will be used to differentiate the revised 1998 version from previous Retention Schedules.
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| G.C. | - | Government Code |
| 98 | - | Added to Item Number to identify a revision done in August 1998. |

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: Accounting

PAGE: 1 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
1-98	<u>Resolutions - Duplicate</u> Provides copies of resolutions affecting the operation of Finance Department.	N/R	-	N/R	G.C. 34090.7	NO
2-98	<u>Audit Reports - Duplicate</u> Provides a statement of outside auditors and attestations.	3	-	3	G.C. 34090.7	NO
3-98	<u>Audit Reports - Working Papers</u> Provides copies of audit reports with notes, and comments relative to report.	3	-	3	G.C. 34090.7	NO
4-98	<u>Annual Controller's Report</u> Provides a statement of correspondence and memos relative to various grants and projects.	3 (2)	-	3 (2)	G.C. 34090	NO
5-98	<u>Project Files</u> Provides back-up and support documentation for Controller's Annual Report.	3	-	3	G.C. 34090	NO
6-98	<u>Grants Files (Completed)</u> Provides a statement of request for reimbursement for monies expended on various grants with correspondence and notes relative to same.	3 (2)	-	3 (2)	G.C. 34090	NO
7-98	<u>Community Development Programs - (Completed Jobs)</u> Provides a statement of requisitions, support documentation, and calculations.	3 (2)	-	3 (2)	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: Accounting

PAGE: 2 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
8-98	<u>Redevelopment Agency - Financial Reports</u> Provides annual report with support documentation and calculations.	5	P	P	G.C. 34090.5	YES - Destroy original after five years.
9-98	<u>Tax - Collection & Distributions</u> Provides a statement of monies received or collected per sales tax, highway funds or collected per tax rate.	4	3	7	G.C. 34090	NO
10-98	<u>Budget Information & Estimates</u> Provides support documentation relative to budget.	3 (2)	-	3 (2)	G.C. 34090	NO
11-98	<u>Expenditure Detail - Transaction Report</u> Provides a statement of budgeted, actual and variance relative to expenses on a monthly basis.	3 (2)	4	7 (6)	G.C. 34090	NO
12-98	<u>Fund Program Summary Report</u> Provides a statement of department and fund calculations of budgeted and expended monies.	3	-	3	G.C. 34090	NO
13-98	<u>Journal Entries / Vouchers / Auditor's Adjustments</u> Provides a listing of entries and calculations posted to General Ledger.	3 (2)	P	P	G.C. 34090	YES Destroy originals after 3 years.
14-98	<u>Revenue Transaction Report</u> Provides a statement of revenues to City per various accounts and funds.	3	4	7	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: Accounting

PAGE: 3 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
15-98	<u>General Transaction Report</u> Provides a per account detail of debits, credits and account balances.	3	P	P	G.C. 34090.5	YES - Destroy original after 3 years.
16-98	<u>Physical Inventory</u> Provides an annual statement of City inventory by department.	3	P	P	G.C. 34090.5	YES - Destroy original after 3 years.
17-98	<u>Fixed Assets</u> Provides an annual statement of assets, value, and new purchases.	3	P	P	G.C. 34090.5	YES - Destroy original after 3 years.
18-98	<u>Purchase Order - Closed</u> Provides a statement of goods and services ordered.	3 (2)	-	3 (2)	G.C. 34090	NO
19-98	<u>Travel Requisitions & Reimbursements</u> Provides a per employee statement of reimbursement for travel expense.	3 (2)	-	3 (2)	G.C. 34090	NO
20-98	<u>Check Copies - A/P Vendors</u> Provides a pink copy of checks issued.	3 (2)	-	3 (2)	G.C. 34090	NO
21-98	<u>Warrants</u> Provides a yellow copy of check issued with support documentation.	3 (2)	-	3 (2)	G.C. 34090	NO
22-98	<u>Warrant Register (After Audit)</u> Provides a listing of warrants issued with number, date, amount and payee.	3 (2)	-	3 (2)	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: Accounting

PAGE: 4 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
23-98	<u>Storeroom Requisitions PA-S-3</u> Provides a statement of supplies requested from storeroom.	3 (2)	-	3 (2)	G.C. 34090	NO
24-98	<u>Gas / Oil Requisitions</u> Provides a statement of requisitions for gas or oil for city vehicle.	3 (2)	-	3 (2)	G.C. 34090	NO
25-98	<u>Finance -General</u> Provides general information relative to finance operation.	3 (2)	-	3 (2)	G.C. 34090	NO
26-98	<u>Chart of Accounts - Master</u> Provides a chart of appropriate accounts and numbers by department.	P	-	P	G.C. 34090	Destroy when superceded.
27-98	<u>Casino Activity Reports & Revenue</u> Provides a statement of Daily Drop Summary pr game and monthly revenue.	7	-	7	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: Payroll

PAGE: 5 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
	<u>PAYROLL</u>					
28-98	<u>State of California - DE-3 Reports</u> Provides a quarterly statement of contribution return and quarterly wages.	3	4	7	G.C. 34090	NO
29-98	<u>U.S. Department of Labor - Report</u> Provides a monthly report of total employees & total P/R for period.	3	4	7	G.C. 34090	NO
30-98	<u>Transmittal Letters - Federal Reserve (941)</u> Provides a statement of monies deposited with Federal Reserve relative to tax liability on withholding.	3	4	7	G.C. 34090	NO
31-98	<u>Tax Returns - P/R</u> Provides a statement of P/R tax paid, amounts, calculations, & notes.	3	4	7	G.C. 34090	NO
32-98	<u>P/R File - Terminated</u> Provides a statement of salary, increases, reviews, deductions, status, changes and input to the computer.	3 (2)	-	3 (2)	G.C. 34090	NO
33-98	<u>Y.T.D. P/R - Report</u> Provides a monthly report of hours, earnings rate, deductions, calculations and sick leave, with YTD accumulations	3 (2)	-	3 (2)	G.C. 34090	YES - Destroy original after 3 years.

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: Payroll

PAGE: 6 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
34-98	<u>Time Cards / Time Sheets</u> Provides a statement of hours worked with signatures.	3 (2)	-	3 (2)	G.C. 34090	YES
35-98	<u>Current Accrual & Usage Report Vacation / Sick Leave</u> Provides a report of current accrual and usage on an hourly rate.	3 (2)	-	3 (2)	G.C. 34090	YES
36-98	<u>Sick Leave Payoff</u> Provides a computer report of individual sick leave payments.	3 (2)	-	3 (2)	G.C. 34090	NO
37-98	<u>PERS / Medical Insurance -Compensation Rates</u> Provides a statement of rates per various plans with city employee contributions.	P	-	P	G.C. 34090	Destroy when superceded.

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: Accounts Receivable

PAGE: 7 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
	<u>ACCOUNTS RECEIVABLE</u>					
38-98	<u>Daily Summary of Receipts & Disbursements</u> Provides a summary of monies received by operating departments approved by treasurer and deposited.	3 (2)	-	3 (2)	G.C. 34090	NO
39-98	<u>Revenue Reports</u> Provides a per account statement of monies received or expended.	3 (2)	-	3 (2)	G.C. 34090	NO
40-98	<u>A / R Invoices - Paid</u> Provides a statement of invoicing to companies and individuals for monies owed to the City.	3 (2)	-	3 (2)	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: Water Department

PAGE: 8 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
	<u>WATER DEPARTMENT</u>					
41-98	<u>Consumer's Guarantee Receipt W-8</u> Provides a copy of receipt for deposits on water service.	3 (2)	-	3 (2)	G.C. 34090	NO
42-98	<u>Water - Cash Receipts</u> Provides a statement of monies received for water service.	3 (2)	-	3 (2)	G.C. 34090	NO
43-98	<u>Cash Received</u> Provides an "as received" listing of cash posted to Cash Register and tape.	3 (2)	-	3 (2)	G.C. 34090	NO
44-98	<u>Sorted Cash</u> Provides a daily per account sort of monies received by Cash Register per tape.	3 (2)	-	3 (2)	G.C. 34090	NO
45-98	<u>Utility Billing Register</u> Provides a per account listing of billing for water and trash.	3 (2)	-	3 (2)	G.C. 34090	NO
46-98	<u>Water Payment Ledger Report</u> Provides a per account statement of payments made for water.	3 (2)	-	3 (2)	G.C. 34090	NO
47-98	<u>Utility Billing - Delinquent</u> Provides a per account delinquency statement.	3 (2)	-	3 (2)	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: Water Department

PAGE: 9 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
48-98	<u>Utility Billing - Closed</u> Provides a per account listing of closed accounts.	3 (2)	-	3 (2)	G.C. 34090	NO
49-98	<u>Utilities - Shut Off List</u> Provides a daily manual statement of utility shut-off for non-payment with notation as to clearance of debt.	3 (2)	-	3 (2)	G.C. 34090	NO
50-98	<u>Billing Worksheet - Closed / New Accounts W-10</u> Provides input statement to computer noting change from old service to new.	3 (2)	-	3 (2)	G.C. 34090	NO
51-98	<u>Application For Water Service W-6/8 (Inactive)</u> Provides a statement of data regarding opening of new accounts.	3 (2)	-	3 (2)	G.C. 34090	NO
52-98	<u>Card Files - Guarantee Deposit / Service Area (Inactive)</u> Provides a card index cross reference on accounts.	3 (2)	-	3 (2)	G.C. 34090	NO
53-98	<u>Meter Books</u> Provides date of readings per route book.	3 (2)	P	P	G.C. 34090.5	YES Destroy Original after 3 years.
54-98	<u>Work Orders (Completed)</u> Provides a statement of work completed relative to complaints regarding water bill.	3 (2)	-	3 (2)	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: Water Department

PAGE: 10 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
55-98	<u>Discontinue Trash - Notice</u> Provides notice to city to discontinue trash service.	3 (2)	-	3 (2)	G.C. 34090	NO
56-98	<u>Checking Account Deposit Slip</u> Provides a copy of daily deposits to general fund of checks and cash received.	3 (2)	-	3 (2)	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: License

PAGE: 11 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
	<u>LICENSE</u>					
57-98	<u>License - Out of State Business</u> Provides a statement of regular, wholesale, contractors, vending machines, and apartment licenses which have expired.	3	-	3	G.C. 34090	NO
58-98	<u>Occupancy Permit Listing (Duplicate)</u> Provides a numeric listing of occupancy permits and their location.	N/R	-	N/R	G.C. 34090	NO
59-98	<u>Bed Tax (Expired)</u> Provides a statement of license issued to hotels and motels.	3	-	3	G.C. 34090	NO
60-98	<u>Cash Received - License</u> Provides a per date, per account statement of monies for business and animal licenses.	2	-	2	G.C. 34090	NO
61-98	<u>Renewal Notices</u> Provides a statement of business license renewals.	3 (2)	-	3 (2)	G.C. 34090	NO
62-98	<u>Business & Animal License Working Register</u> Provides a current status statement of accounts and license number, business and animal's name, business and owner's name.	2	-	2	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: License

PAGE: 12 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
63-98	<u>Business License - Master In City / Out of City</u> Provides statement of business account number, mailing address, phone and business description.	3 (2)	-	3 (2)	G.C. 34090	NO
64-98	<u>Licenses - In City per Location - Master</u> Provides an alphabetical, per location report of active business licenses in City.	2	-	2	G.C. 34090	NO
65-98	<u>Fiscal Year Licenses</u> Fiscal year licenses report.	3 (2)	-	3 (2)	G.C. 34090	NO
66-98	<u>Animal License</u> Provides a per account number report of licenses with animal's, owner's and business' names, fees paid, phone and license numbers.	2	-	2	G.C. 34090	NO
67-98	<u>Indexes -Licenses (When Expired)</u> Provides card indexes for all types of licenses issued by category, i.e. In City, Out of City, Contractors, Fiscal Year, etc.	3 (2)	-	3 (2)	G.C. 34090	NO
68-98	<u>Burglar Alarms - False</u> Provides a copy of permit with regulations, and a statement of date and time of false alarm, with a summary for the month.	3 (2)	-	3 (2)	G.C. 34090	NO
69-98	<u>Burglar Alarms - Billing - (Paid)</u> Provides a copy of billings sent to proprietor and notation regarding receipt of payment.	3 (2)	-	3 (2)	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: License

PAGE: 13 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
70-98	<u>Burglar Alarm - Reference</u> Provides general information regarding alarm program.	3 (2)	-	3 (2)	G.C. 34090	NO
71-98	<u>License - Reference</u> Provides general information relative to the License function.	3 (2)	-	3 (2)	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: Parking Citations

PAGE: 14 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
	<u>PARKING CITATIONS</u>					
72-98	<u>Original Citations</u> Original citations issued daily with officer and badge number; licence plate number, color, make and model of vehicle; type, time and location of violation.	3	-	3	G.C. 34090	NO
73-98	<u>Paid Citations</u> Citations paid daily by offenders with citation number, amount and date of payment.	3	-	3	G.C. 34090	NO
74-98	<u>Edit List</u> Provides a daily, per officer listing of citations issued with license plate and batch number; date issued, violation, vehicle make, and bail amounts with totals.	3	-	3	G.C. 34090	NO
75-98	<u>Payment Edit List</u> Provides a daily listing of paid citations with number, license plate and batch number; vehicle make, date issued and paid, bail and payment amount.	3	-	3	G.C. 34090	NO
76-98	<u>Book Assignments</u> Provides a per officer listing of new citation books received, with signature, date, quantity, sequence numbers; and date entered on computer files.	3	-	3	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance / Revenue Collections

SECTION: Parking Citations

PAGE: 15 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
77-98	<u>Summary Report</u> Provides a monthly listing of total citations issued, cleared, paid and total court payments.	3	-	3	G.C. 34090	NO
78-98	<u>DMV Released Hold Reports</u> Provides a monthly listing of citation status (paid, cleared, dismissed, or voided) that were on hold by DMV with citation and license plate number; date issued and cleared; and registered owner.	3	-	3	G.C. 34090	NO
79-98	<u>Purge List</u> Provides a monthly listing of cleared citations, with date and amount paid; citation and license plate number ; registered owner and vehicle make.	3	-	3	G.C. 34090	NO
80-98	<u>Court Processed Edit Report</u> Provides a listing of paid or cleared citations processed by the court, with citation and batch number, issue and court dates amount paid and cleared.	3	-	3	G.C. 34090	NO
81-98	<u>Police Transmittal Sheets</u> Provides a list of citations issued by regular police officers and citations dismissed or voided by the police department.	3	-	3	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance

SECTION: Revenue Collections

PAGE: 16 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
82-98	<u>Check Reconciliation - Manual (After Audit)</u> Provides a statement of in-house manual entries of checks, and account balances drawn on City funds.	3 (2)	-	3 (2)	G.C. 34090	NO
83-98	<u>Bank Reconciliation / Canceled Checks / Warrants</u> Provides a monthly, per account statement of canceled checks and balances for A/P, PR, NSF, and Rev. Serv. Fund, provided by commercial lender.	3 (2)	-	3 (2)	G.C. 34090	NO
84-98	<u>Cash Receipts / Stubs - Miscellaneous (After Audit)</u> Provides daily receipts of monies received by various departments for various reasons and deposited to General Fund Account.	3 (2)	-	3 (2)	G.C. 34090	NO
85-98	<u>Daily Collection Report</u> Provides a daily statement of monies received by each department.	3 (2)	-	3 (2)	G.C. 34090	NO
86-98	<u>Monthly Reports</u> Provides a summary of Treasurer's Dept. activities.	3 (2)	-	3 (2)	G.C. 34090.5	NO
87-98	<u>Reference - General</u> Provides a broad spectrum of information relative to Department activities.	3 (2)	-	3 (2)	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Finance

SECTION: Revenue Collections

PAGE: 17 OF 17

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
88-98	<u>Computer Backup Files</u> Duplicate records and supporting files on computer media and hard drives. Records include a broad spectrum of Finance / Revenue Collections files and documents.	N/R	-	N/R	G.C. 34090	NO

CHIEF ADMINISTRATIVE OFFICE

DEPARTMENT

RECORDS RETENTION SCHEDULE

APPROVED: Resolution No. 98 -
DATED: August 17, 1998

The Records Retention Schedule contained herein
is based upon Sections 34090, 34090.5, 34090.7,
53921, and 81009 of the California Government Code.

Notes:

1. Effective immediately, the **NEW Item Number** including **-98**, will be used to differentiate the revised 1998 version from previous Retention Schedules.
2. Where noted in Record Description with (), and such terms as Expired, Settled, Completed, etc, the retention period noted will begin at that point.
3. When only department retention is entered on the schedule, **with no storage period**, records are to be boxed and a Record Transfer Notice is to be signed-off at time of transfer. Thus, enabling immediate destruction.
4. When the Retention Period shows two numbers such as, 3 (2). The first depicts the preferred retention period as per the Department Head; the second in () depicts the required retention period by Law.
5. All periods cited are in years.

Abbreviations:

- | | | |
|-------|---|--|
| N/R | - | No Retention. Record is a duplicate, for reference only. |
| P | - | Permanent |
| I | - | Indefinite |
| Orig. | - | Original |
| G.C. | - | Government Code |
| 98 | - | Added to Item Number to identify a revision done in August 1998. |

RECORD RETENTION SCHEDULE

DEPARTMENT: Chief Administrative Office

SECTION: _____

PAGE: 1 OF 4

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
1-98	<u>Licenses / Permits / Agreements / Franchises (Completed)</u> Provides a reference file of duplicates covering a broad spectrum of information relative to CAO. Documents include but are not limited to: Minutes, Ordinances, Resolutions, Permits, Agreements, & Licenses.	5	5	10	G.C. 34090	NO
2-98	<u>Plans, Programs, Agreements & Projects</u> Provides a statement of duplicate information and reference data on such items as City General Plan, various Redevelopment Projects, Plans, Agreements, Correspondence, Copies of Minutes, Resolutions, Notes, and Memos.	5	5	10	G.C. 34090	NO
3-98	<u>Boards / Commissions - General</u> Provides duplicate copies of minutes, ordinances, resolutions, and correspondence of various commissions and boards.	3	2	5	G.C. 34090	NO
4-98	<u>Finance - General</u> Provides copies of City Budget and other finance materials relative to CAO function.	5	5	10	G.C. 34090	NO
5-98	<u>Property - General Categories</u> Combines a statement of City property including, street vacations and improvements, with copies of minutes, ordinances, resolutions and other plans as needed.	5	5	10	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Chief Administrative Office

SECTION: _____

PAGE: 2 OF 4

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
6-98	<u>Districts / Agencies / Authorities</u> Provides a copy of correspondence, notices of meetings, summaries of meeting activities and notes.	5	5	10	G.C. 34090	NO
7-98	<u>Departmental / Organizational</u> Provides copies of notes and memoranda from and to CAO regarding various departments and organizations.	3	2	5	G.C. 34090	NO
8-98	<u>City Council - Correspondence (After Exp. of Term)</u> Provides a statement of correspondence to and from the individual Council members.	2	-	2	G.C. 34090	NO
9-98	<u>Chronological File</u> Provides a chronological statement of correspondence generated.	3	2	5	G.C. 34090	NO
10-98	<u>Manuals / Bulletins</u> Provides a statement of various procedures, codes, programs, and guidelines affecting CAO	P	-	P	G.C. 34090	NO - Destroy when superceded
11-98	<u>Minutes & Agendas (Duplicate)</u> Provides a duplicate of minutes and agendas for the City Council, other Agencies and Authorities.	N/R	-	N/R	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Chief Administrative Office

SECTION: _____

PAGE: 3 OF 4

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
12-98	<u>Reference - General</u> Provides a statement of general information covering a broad spectrum of data relative to CAO's office and functions including, resolutions, ordinances, and budget working materials.	3	2	N/R5	G.C. 34090	NO
13-98	<u>Subvention Funds</u> Provides a statement of activities and disbursements of various funds including transportation authority allocations.	3	2	5	G.C. 34090	NO
14-98	<u>Applications</u> Provides a statement of eligibility of City funded programs.	P	-	P	G.C. 34090	NO - Retain original
15-98	<u>Historical Events / Data</u> Provides a statement of correspondence relative to special historical programs.	P	-	P	G.C. 34090	NO - Retain original
16-98	<u>Bond Documents (Duplicate)</u> Provides a statement of correspondence relative to the issuance of bonds.	N/R	-	N/R	G.C. 34090	NO
17-98	<u>Safety Committee - General</u> Provides a statement of activities, programs, agendas and correspondence to and from the City Safety Committee.	3	2	5	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Chief Administrative Office

SECTION: _____

PAGE: 4 OF 4

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
18-98	<u>Safety Committee Minutes</u> Provides a statement of minutes of City Safety Committee meetings.	5	P	P	G.C. 34090	NO - Retain original
19-98	<u>Finance - Sales Tax Data (CONFIDENTIAL)</u> Provides a statement of sales tax relative to City businesses.	3	-	3	G.C. 34090	NO
20-98	<u>Computer Backup Files</u> Duplicate records and supporting files on computer media and hard drives. Records include a broad spectrum of CAO files and documents.	N/R	-	N/R	G.C. 34090	NO

RECORDS RETENTION SCHEDULE

DEPARTMENT

FIELD SERVICES

APPROVED: Resolution No. 98 -

DATED: August 17, 1998

The Records Retention Schedule contained herein
is based upon Sections 34090, 34090.5, 34090.7,
53921, and 81009 of the California Government Code.

Notes:

1. Effective immediately, the **NEW Item Number** including **-98** will be used to differentiate the revised 1998 version from previous Retention Schedules.
2. Where noted in Record Description with (), and such terms as Expired, Settled, Completed, etc, the retention period noted will begin at that point.
3. When only department retention is entered on the schedule, **with no storage period**, records are to be boxed and a Record Transfer Notice is to be signed-off at time of transfer. Thus, enabling immediate destruction.
4. When the Retention Period shows two numbers such as, 3 (2). The first depicts the preferred retention period as per the Department Head; the second in () depicts the required retention period by Law.
5. All periods cited are in years.

Abbreviations:

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P	-	Permanent
I	-	Indefinite
Orig.	-	Original
G.C.	-	Government Code
98	-	Added to Item Number to identify a revision done in August 1998.

RECORD RETENTION SCHEDULE

DEPARTMENT: Field Services

SECTION: Water Department

PAGE: 1 OF 3

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
1-98	<u>Water Department - Ordinances / Resolutions</u> Provides a statement of ordinance and resolution copies relative to department operation and function.	2 (N/R)	P (-)	P (N/R)	G.C. 34090	NO
2-98	<u>Legal Judgements (Settled)</u> Provides a copy of court decisions affecting MWD with related documents.	2	P	P	G.C. 34090.5	YES - Destroy Orig. after 2 years
3-98	<u>Studies - Water Department (Completed)</u> Provides a statement of studies completed by the Water Department.	2 (2)	2 (P)	4 (P)	G.C. 34090.5	YES - Destroy Orig. after 2 years
4-98	<u>State Water Rights Board</u> Provides a report of water extraction per well on an annual basis.	2	P	P	G.C. 34090.5	YES - Destroy Original after two years
5-98	<u>Water Supply</u> Provides a statement of information concerning various aspects of water supply including: Water conservation, Quality Regulations, Water Analysis & Monitoring, Quality Control, etc.	2	P	P	G.C. 34090.5	YES - Destroy Original after two years
6-98	<u>Water System & Facilities</u> Provides a broad statement of information relative to wells including: Well Construction Standards, Test Reports, Equipment Installation, Pumping System Comparisons, Pumps and Generator Analysis Reports, Metal Buildings and Telemetering Systems.	2	P	P	G.C. 34090.5	YES - Destroy Original after two years

RECORD RETENTION SCHEDULE

DEPARTMENT: Field Services

SECTION: Water Department

PAGE: 2 OF 3

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
7-98	<u>Street and Sewer Records - Old</u> Provides a per location statement of activity regarding street widening and sewers.	2	P	P	G.C. 34090.5	YES - Destroy Original after two years
8-98	<u>Hydrant Information</u> Provides a statement of repairs and tests with correspondence and work statement s relative to fire hydrants.	2	P	P	G.C. 34090.5	YES - Destroy Original after two years
9-98	<u>Wells / Water Tanks</u> Provides a broad statement of activity relative to wells and their function. Contains copies of Council minutes, calculations, plans, notes, and bills.	2	P	P	G.C. 34090.5	YES - Destroy Original after two years
10-98	<u>Water Well Survey (Completed)</u> Provides a per well copy of survey and billing for water wells.	2	P	P	G.C. 34090.5	YES - Destroy Original after two years
11-98	<u>Meter Tests</u> Provides a statement of tests on well meters for accuracy by DWR.	2	P	P	G.C. 34090.5	YES - Destroy Original after two years
12-98	<u>Water Main Replacement (Completed)</u> Provides a per location statement of water main replacement. Contains copies of minutes, resolutions, plans, and bills.	2	P	P	G.C. 34090.5	YES - Destroy Original after two years
13-98	<u>Main Flushing Program (Completed)</u> Provides a statement of correspondence and notice to public of intent to flush water mains per specific location and dates.	2	P	P	G.C. 34090.5	YES - Destroy Original after two years

RECORD RETENTION SCHEDULE

DEPARTMENT: Field Services

SECTION: Water Department

PAGE: 3 OF 3

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
14-98	<u>Connections with Other Companies (Expired)</u> Provides a statement of agreements and calculations between City and other Water Companies.	2	P	P	G.C. 34090	NO
15-98	<u>Central Basin / MWD Monthly Reports</u> Provides a per well statement of water and electric meter readings.	2	P	P	G.C. 34090.4	YES - Destroy Original after two years
16-98	<u>Water Department - General</u> Provides a statement of general information relative to department functions including: Water Rates and Increases, Power Use, Budget, production reports and complaints.	2	P	P	G.C. 34090.5	YES - Destroy Original after two years
17-98	<u>Budget - Department</u> Provides a statement of calculations and budget for the Field Services department.	2	-	2	G.C. 34090	NO
18-98	<u>Procedures / Guidelines</u> Provides a statement of procedures and guidelines both internal and external affecting the operation of the Field Services Department.	P	-	P	G.C. 34090	NO - Destroy when superceded
19-98	<u>Computer Backup Files</u> Duplicate records and supporting files on computer media and hard drives. Records include a broad spectrum of Field Services files and documents.	2	P	P	G.C. 34090	NO

RECORDS RETENTION SCHEDULE

DEPARTMENT

MAYOR

APPROVED: Resolution No. 98 -
DATED: August 17, 1998

The Records Retention Schedule contained herein
is based upon Sections 34090, 34090.5, 34090.7,
53921, and 81009 of the California Government Code.

Notes:

1. Effective immediately, the **NEW Item Number** including **-98**, will be used to differentiate the revised 1998 version from previous Retention Schedules.
2. Where noted in Record Description with (), and such terms as Expired, Settled, Completed, etc, the retention period noted will begin at that point.
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RECORD RETENTION SCHEDULE

DEPARTMENT: Mayor

SECTION: _____

PAGE: 1 OF 1

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
1-98	<u>Minutes / Agenda - City Council</u> Provides a statement of City Council business and meeting activities.	N/R	-	N/R	G.C. 34090.7	NO
2-98	<u>Resolutions / Ordinances - City Council</u> Provides a duplicate of City council decisions.	N/R	-	N/R	G.C. 34090	NO
3-98	<u>Reference -Mayor</u> Provides a broad spectrum of information relative to function of Mayor's office.	3	2	5	G.C. 34090	NO
4-98	<u>Chronological File - Mayor (After Exp. of Term)</u> Provides a sequential listing of all correspondence generated from the Mayor and Council Members to other Departments and Agencies.	2	2	4	G.C. 34090	NO
5-98	<u>Statement of Economic Interests (After Leaving Office)</u> Provides a duplicate statement of economic interests affecting Council Members currently in office.	2	-	2	G.C. 34090	NO
6-98	<u>Computer Backup Files</u> Duplicate records and supporting files on computer media and hard drives. Records include a broad spectrum of Mayor files and documents.	N/R	-	N/R	G.C. 34090	NO

RECORDS RETENTION SCHEDULE

DEPARTMENT

PARKS & RECREATION

APPROVED: Resolution No. 98 -

DATED: August 17, 1998

The Records Retention Schedule contained herein
is based upon Sections 34090, 34090.5, 34090.7,
53921, and 81009 of the California Government Code.

Notes:

1. Effective immediately, the **NEW Item Number** including **-98**, will be used to differentiate the revised 1998 version from previous Retention Schedules.
2. Where noted in Record Description with (), and such terms as Expired, Settled, Completed, etc, the retention period noted will begin at that point.
3. When only department retention is entered on the schedule, **with no storage period**, records are to be boxed and a Record Transfer Notice is to be signed-off at time of transfer. Thus, enabling immediate destruction.
4. When the Retention Period shows two numbers such as, 3 (2). The first depicts the preferred retention period as per the Department Head; the second in () depicts the required retention period by Law.
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RECORD RETENTION SCHEDULE

DEPARTMENT: Parks and Recreation

SECTION: _____

PAGE: 1 OF 4

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
1-98	<u>Programs and Classes</u> (Completed) Provides a statement of classes and programs offered by Parks and Recreation.	2	-	2	G.C. 34090	NO
2-98	<u>Budget - Annual</u> Provides a statement of calculation, notes and correspondence relative to department budget.	2	-	2	G.C. 34090	NO
3-98	<u>Personnel Files</u> (Terminated) Provides a duplicate of employee data held in personnel department.	N/R	-	N/R	G.C. 34090.7	NO
4-98	<u>Work Orders</u> (Completed) Provides a per location statement of work requests made to Parks and Recreation Department.	2	-	2	G.C. 34090	NO
5-98	<u>Court Referral</u> (Completed) Provides a statement of individuals referred to P&R Department for community service.	2	-	2	G.C. 34090	NO
6-98	<u>Incident Reports</u> Provides a statement of incidents at public parks involving P&R Department Personnel.	2	-	2	G.C. 34090	NO
7-98	<u>Personnel - General</u> (Superceded) Provides a statement of information relative to employees such as vacation requests, salary resolution, insurance, etc.	2	-	2	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Parks and Recreation

SECTION: _____

PAGE: 2 OF 4

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
8-98	<u>Time Sheets</u> Provides a duplicate statement of hours worked, overtime, etc. Original is sent to Payroll.	N/R	-	N/R	G.C. 34090.7	NO
9-98	<u>Collection Report PAS-5</u> Provides a statement of daily cash receipts. Original is sent to City Treasurer.	N/R	-	N/R	G.C. 34090.7	NO
10-98	<u>Cash Receipts</u> Provides a per transaction statement of money received. Organized on a monthly basis. Original sent to Finance.	2	-	2	G.C. 34090	NO
11-98	<u>Refunds</u> Provides a statement of request by P&R to City Council for refunds for a variety of reasons.	2	-	2	G.C. 34090	NO
12-98	<u>Purchase Orders</u> Provides a duplicate statement of request for purchase of goods or services. Original held in Purchasing.	N/R	-	N/R	G.C. 34090	NO
13-98	<u>Store's Requisitions PAS-3</u> Provides a statement of request for supplies. Original held in Finance.	N/R	-	N/R	G.C. 34090	NO
14-98	<u>Reports - Monthly</u> Provides a statement of monthly activity in various areas of P&R Department.	2	-	2	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Parks and Recreation

SECTION: _____

PAGE: 3 OF 4

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
15-98	<u>Parks and Recreation - Developments (Completed)</u> Provides a statement of PS & E's relative to park construction and facilities enhancement. Includes copies of resolutions, minutes, plans, calculations, notes and correspondence.	2	P	P	G.C. 34090.5	YES - Destroy Original after three years.
16-98	<u>Civic Groups & Organizations</u> Provides a statement of notes, correspondence, memos and plans relative to joint sponsorship by P&R of community projects and events.	2	-	2	G.C. 34090	NO
17-98	<u>City Council - Minutes, Agenda, Resolutions</u> Provides a statement of City Council minutes, agendas and resolutions relative to P&R, includes street trees and graffiti reports. Original held at City Clerks Office.	N/R	-	N/R	G.C. 34090.7	NO
18-98	<u>Parks & Recreation Commission - Agendas, Minutes</u> Provides a statement of P&R Commission agendas and Minutes.	5	P	P	G.C. 34090	YES - Retain Original.
19-98	<u>Departmental Correspondence</u> Provides a statement of correspondence to and from City Departments.	2	-	2	G.C. 34090	NO
20-98	<u>Reference - General</u> Provides a statement of general information relative to broad spectrum of activity covered by P&R.	2	-	2	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Parks & Recreation

SECTION: _____

PAGE: 4 OF 4

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
21-98	<u>Calendar</u> Provides a per month, per location statement of facility reservations.	2	-	2	G.C. 34090	NO
22-98	<u>Permits</u> Provides a per location statement of use permits issued against P&R facilities.	2	-	2	G.C. 34090	NO
23-98	<u>Key Issue</u> (Returned) Provides a per location, per individual, per date, statement of key sign-out for facilities.	2	-	2	G.C. 34090	NO
24-98	<u>Daily Security Listing</u> Provides a signed statement of everyday security measures.	5	-	5	G.C. 34090	NO
25-98	<u>Computer Backup Files</u> Duplicate records and supporting files on computer media and hard drives. Records include a broad spectrum of Parks and Recreation files and documents.	N/R	-	N/R	G.C. 34090	NO

RECORDS RETENTION SCHEDULE

DEPARTMENT

ENGINEERING

APPROVED: Resolution No. 98 -

DATED: August 17, 1998

The Records Retention Schedule contained herein
is based upon Sections 34090, 34090.5, 34090.7,
53921, and 81009 of the California Government Code.

Notes:

1. Effective immediately, the **NEW Item Number** including **-98** will be used to differentiate the revised 1998 version from previous Retention Schedules.
2. Where noted in Record Description with (), and such terms as Expired, Settled, Completed, etc, the retention period noted will begin at that point.
3. When only department retention is entered on the schedule, **with no storage period**, records are to be boxed and a Record Transfer Notice is to be signed-off at time of transfer. Thus, enabling immediate destruction.
4. When the Retention Period shows two numbers such as, 3 (2). The first depicts the preferred retention period as per the Department Head; the second in () depicts the required retention period by Law.
5. All periods cited are in years.

Abbreviations:

N/R	-	No Retention. Record is a duplicate, for reference only.
P	-	Permanent
I	-	Indefinite
Orig.	-	Original
G.C.	-	Government Code
98	-	Added to Item Number to identify a revision done in August 1998.

RECORD RETENTION SCHEDULE

DEPARTMENT: Engineering

SECTION: _____

PAGE: 1 OF 7

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
1-98	<u>Project Files - Major (Completed)</u> Provides a per project statement of major actions of the Engineering Department. Project files include: copies of minutes, ordinances, resolutions, legal judgments, notice of public hearings, proposals, plans, drawings, calculations, and correspondence.	3	P	P	G.C. 34090.5	YES - Destroy Orig. after 3 years
2-98	<u>Project Files - Minor (Completed)</u> Provides a per project statement of less significant activities of the Engineering Department. May include some of the documents noted above.	3	2	5	G.C. 34090	NO
3-98	<u>Project Maps (Completed)</u> Provides a statement of maps generated relative to various Engineering Department projects.	3	P	P	G.C. 34090	YES -Security Retain Original
4-98	<u>Plans - General</u> Provides a full spectrum of Engineering related plans including but not limited to: Street lighting, street improvements, public buildings, sewers, culverts, storm drains, tracts, water mains, and zoning.	P	-	P	G.C. 34090	YES -Security Retain Original
5-98	<u>Surveyor's Books</u> Provides a statement of notations and drawings relative to specific surveying jobs.	P	-	P	G.C. 34090	YES -Security Retain Original

RECORD RETENTION SCHEDULE

DEPARTMENT: Engineering

SECTION: _____

PAGE: 2 OF 7

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
6-98	<u>Deeds - City</u> Provides a duplicate of deeds on City owned property. (Verify with City Clerk against originals prior to destruction)	N/R	-	N/R	G.C. 34090.7	NO
7-98	<u>Property Transactions - City</u> Provides a duplicate statement of set-backs, tad deeded properties and property transfers.	N/R	-	N/R	G.C. 34090.7	NO
8-98	<u>City Property Acquisitions</u> Provides a per location statement of City property acquisitions and transfers, (Verify with City Clerk against originals prior to destruction)	N/R	-	N/R	G.C. 34090.7	NO
9-98	<u>Lot Splits</u> Provides a per location statement of lot split per City Council action. (Verify with City Clerk against originals prior to destruction)	N/R	-	N/R	G.C. 34090.7	NO
10-98	<u>Street / Alley Dedications & Vacations</u> Provides a per location statement of dedications and vacations on a temporary or permanent basis. (Verify with City Clerk against originals prior to destruction)	3	P	P	G.C. 34090.7	NO
11-98	<u>Appraisals</u> Provides a statement of property appraisals for a variety of engineering purposes.	5	P	P	G.C. 34090.5	YES - Destroy Original after 5 years

RECORD RETENTION SCHEDULE

DEPARTMENT: Engineering

SECTION: _____

PAGE: 3 OF 7

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
12-98	<u>Lot Surveys</u> Provides a per lot statement of dimensions and lay-out.	P	-	P	G.C. 34090	YES - Security Retain Original
13-98	<u>Federal Aid - General</u> Provides a statement of correspondence form Department of Transportation to City Engineer relative to federal aid.	2 (2)	-	2 (-)	G.C. 34090	NO
14-98	<u>Special Reports / Studies</u> Provides a statement of reports an studies related to traffic activity and road mileage.	5 (2)	3 (3)	8 (5)	G.C. 34090	NO
15-98	<u>Special Reports / Studies - Reference</u> Provides resource materials used in context of special reports and studies conducted by Engineering Department. Documents include: Agreements (Copies), maps relative to highway system and general plan elements relative to traffic circulation.	5 (2)	3 (3)	8 (5)	G.C. 34090	NO
16-98	<u>Federal Aid - Grants / Plans (Completed)</u> Provides a statement of correspondence, memos, and calculations relative to federal grants, funds reports and plans, such as, FAU, UMPTA, FHWA, TIP, etc.	3 (2)	2 (-)	5 (2)	G.C. 34090	NO
17-98	<u>Proposed Street Improvements By County (No Action)</u> Provides a statement of correspondence and memos, relative to county initiated property improvements.	2	-	2	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Engineering

SECTION: _____

PAGE: 4 OF 7

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
18-98	<u>Rail Road Grade Separation Priority Lists</u> Provides an annual statement of separation priority lists.	2	-	2	G.C. 34090	NO
19-98	<u>Rail Road Crossings</u> Provides a per crossing statement of minutes, resolutions, plans, notes and correspondence relative to action on specific R/R crossings.	3	P	P	G.C. 34090.5	YES - Destroy Orig. after 3 years
20-98	<u>Rail Road Crossings - General File</u> Provides an annual statement of correspondence relative to general Rail Road Crossing activity. Separate file per Rail Road.	3	-	3	G.C. 34090	NO
21-98	<u>FAU - Funding</u> Provides a statement of funding, correspondence and calculations relative to operation of programs.	2	-	2	G.C. 34090	NO
22-98	<u>Underground Utility District</u> Provides copies of minutes, resolutions, plans, notes, correspondence and bills relative to various districts.	3	P	P	G.C. 34090.5	YES - Destroy Orig. after 3 years
23-98	<u>Underground Utility Districts & Allocation - General</u> Provides a statement of PUC decisions, plans, notes and correspondence relative to overall District activities.	3	P	P	G.C. 34090.5	YES - Destroy Orig. after 3 years

RECORD RETENTION SCHEDULE

DEPARTMENT: Engineering

SECTION: _____

PAGE: 5 OF 7

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
24-98	<u>Projects & Study Grants (Completed)</u> Provides a statement of grant funded projects and studies with minutes, resolutions, modifications, plans, correspondence, and calculations.	2 (2)	2 (-)	4 (2)	G.C. 34090	NO
25-98	<u>PUC Files</u> Provides a statement of General Orders, regulations, codes, recommendations and supplements regarding R/R crossings.	3	P	P	G.C. 34090	YES - Destroy Orig. after 3 years
26-98	<u>Transportation Plans - Published</u> Provides a published copy of TIP.	4	-	4	G.C. 34090	NO
27-98	<u>Safety Committee - General</u> Provides a broad statement of general information regarding safety committee activity.	2	-	2	G.C. 34090	NO
28-98	<u>Traffic Authority Committee - General</u> Provides copies of ordinances, plans, and back-up relative to committee activity.	2 (2)	2 (-)	4 (2)	G.C. 34090	NO
29-98	<u>Traffic Signals</u> Provides a statement of controls, activities and maintenance of traffic signals.	2 (2)	2 (-)	4 (2)	G.C. 34090	NO
30-98	<u>Traffic Authority Minutes - Work Orders / Notice of Completion</u> Provides a statement of work authorized and notice of work completion.	2 (2)	2 (-)	4 (2)	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Engineering

SECTION: _____

PAGE: 6 OF 7

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
31-98	<u>City Parking / Rugby Public Lots</u> Provides a per location statement of lots with Council minutes, public notices, notes, calculations, drawings and correspondence regarding development and alteration of lots.	3	P	P	G.C. 34090.5	YES - Destroy Orig. after 3 years
32-98	<u>Consultants & Reports</u> Provides a statement of consultant proposals and billings.	2	-	2	G.C. 34090	NO
33-98	<u>Budget - Department</u> Provides a statement of department budget and calculations.	2	-	2	G.C. 34090	NO
34-98	<u>Employee Relations - General (Superceded)</u> Provides a statement of general information and correspondence relative to Employee Association, Health Insurance and negotiations.	2	-	2	G.C. 34090	NO
35-98	<u>Personnel - Department (Duplicate)</u> Provides a broad statement of information regarding Personnel.	N/R	-	N/R	G.C. 34090.7	NO
36-98	<u>Reference - Engineering</u> Provides a broad statement of information relative to general functions of Engineering area.	2	-	2	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Engineering

SECTION: _____

PAGE: 7 OF 7

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
37-98	<u>Procedures / Guidelines</u> Provides a statement of procedures and guidelines both internal and external affecting the operation of the Engineering Department.	P	-	P	G.C. 34090	NO - Destroy when superceded
38-98	<u>Street Lighting Assessment Roll</u> Provides a statement of assessor's parcel number, lighting zone, adjusted front footage and assessor's amount.	P	-	P	G.C. 34090	NO
39-98	<u>Index & House Numbering Map</u> Provides in map format the tract assignments with index.	P	-	P	G.C. 34090	NO
40-98	<u>Street & Sewer Maps</u> Provides a per location statement of activity regarding street widening and sewers.	2	P	P	G.C. 34090.5	YES - Destroy Orig. after 2 years
41-98	<u>Computer Backup Files</u> Duplicate records and supporting files on computer media and hard drives. Records include a broad spectrum of Engineering files and documents.	N/R	-	N/R	G.C. 34090	NO

RECORDS RETENTION SCHEDULE

DEPARTMENT

PERSONNEL

APPROVED: Resolution No. 98 -

DATED: August 17, 1998

The Records Retention Schedule contained herein
is based upon Sections 34090, 34090.5, 34090.7,
53921, and 81009 of the California Government Code.

Notes:

1. Effective immediately, the **NEW Item Number** including **-98**, will be used to differentiate the revised 1998 version from previous Retention Schedules.
2. Where noted in Record Description with (), and such terms as Expired, Settled, Completed, etc, the retention period noted will begin at that point.
3. When only department retention is entered on the schedule, **with no storage period**, records are to be boxed and a Record Transfer Notice is to be signed-off at time of transfer. Thus, enabling immediate destruction.
4. When the Retention Period shows two numbers such as, 3 (2). The first depicts the preferred retention period as per the Department Head; the second in () depicts the required retention period by Law.
5. All periods cited are in years.

Abbreviations:

- | | | |
|-------|---|--|
| N/R | - | No Retention. Record is a duplicate, for reference only. |
| P | - | Permanent |
| I | - | Indefinite |
| Orig. | - | Original |
| G.C. | - | Government Code |
| 98 | - | Added to Item Number to identify a revision done in August 1998. |

RECORD RETENTION SCHEDULE

DEPARTMENT: Personnel

SECTION: _____

PAGE: 1 OF 6

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
1-98	<u>Affirmative Action</u> Provides copies of resolutions, memos, correspondence and brochures relative to Affirmative Action Program.	2	P	P	G.C. 34090.5	YES - Destroy original after two years
2-98	<u>Charitable Organizations - Programs</u> Provides copies of brochures and correspondence relative to employee participation and donations.	2	-	P	G.C. 34090	NO
3-98	<u>Council Notifications</u> Provides copies of notices sent to City Council regarding a broad spectrum of Personnel related items.	2	-	2	G.C. 34090	NO
4-98	<u>Civil Service Commission / Agenda-Minutes</u> <u>Promulgated Eligibility Lists</u> Provides a statement of Agenda, Minutes and Eligibility Lists relative to Civil Service Commission meetings.	5	P	P	G.C. 34090	YES - Security (Retain Original)
5-98	<u>Eligibility List - Inactive</u> Provides a statement of position, application and resume of eligible person.	2	-	2	G.C. 34090	NO
6-98	<u>Applications - Inactive</u> Provides a statement of inactive applications.	2	-	2	G.C. 34090	NO
7-98	<u>Class Specifications</u> Provides a statement of job descriptions.	P	-	P	G.C. 34090	YES - Destroy when superseded

RECORD RETENTION SCHEDULE

DEPARTMENT: Personnel

SECTION: _____

PAGE: 2 OF 6

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
8-98	<u>Civil Service Commission - General</u> Provides a statement of activities, and correspondence to and from the Civil Service Commission.	5	P	P	G.C. 34090	YES
9-98	<u>Club Cards (Expired)</u> Provides a statement of membership in City approved clubs through personnel.	P	-	P	G.C. 34090	NO - Destroy when superseded
10-98	<u>Deferred Compensation</u> Provides a copy of resolution authorizing participant agreement, monthly reports correspondence and committee minutes.	2	P	P	G.C. 34090.5	YES - Destroy original after two years
11-98	<u>Department of Industrial Relations (Expired)</u> Provides a copy of Certificate of Consent to Self-Insured, correspondence and Department of Labor statistical brochures.	2	-	2	G.C. 34090	NO
12-98	<u>Employee Organizations</u> Provides copies of correspondence and reference materials relative to various employee organizations including: General Employee's Association, Police Officers Association and Public Employees Union.	2	-	2	G.C. 34090	NO
13-98	<u>Union Negotiations / Contracts, M.O. U.'s (Completed)</u> Provides a statement of negotiations and final agreement with employee unions. <u>CONFIDENTIAL</u>	2	P	P	G.C. 34090.5	YES - Destroy original after two years

RECORD RETENTION SCHEDULE

DEPARTMENT: Personnel

SECTION: _____

PAGE: 3 OF 6

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
14-98	<u>EEO4 Report</u> Provides an annual report to EEOC of program activity with calculations and back-up information.	2	P	P	G.C. 34090	YES - Destroy original after two years
15-98	<u>Fair Employment Practices Commission (Settlement)</u> Provides copies of employee reprimands for Commission purposes and guidelines for implementation.	2	-	2	G.C. 34090	NO
16-98	<u>Safety</u> Provides a statement of minutes of departmental safety meetings.	3	P	P	G.C. 34090	YES - Security (Retain Originals)
17-98	<u>Salary Surveys / Schedules</u> Provides a statement of salary analysis and surveys with calculations and final schedule.	2	-	2	G.C. 34090	NO
18-98	<u>Service Pin</u> Provides a statement of work papers for calculating Service Pin Awards.	3	P	P	G.C. 34090.5	YES - Destroy original after three years.
19-98	<u>Payroll Reports - Personnel Files</u> Provides a statement of hours worked, vacation sick leave, CTO, and IOD usage.	2	-	2	G.C. 34090.7	NO
20-98	<u>Accident Reports</u> Provides a statement of injury sustained and claims against insurance.	2	P	P	G.C. 34090.5	YES - Destroy original after two years

RECORD RETENTION SCHEDULE

DEPARTMENT: Personnel SECTION: _____

PAGE: 4 OF 6

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MICROFILM YES/NO
		DEPT.	STORAGE	TOTAL		
21-98	<u>PERS - Insurance Billings (Finance Department)</u> Provides a statement of program enrollment and premiums due, with correspondence and memos as needed.	2	-	2	G.C. 34090	NO
22-98	<u>Standard Insurance - Billings</u> Provides a statement of billings against disability.	2	-	2	G.C. 34090	NO
23-98	<u>Insurance Claims - Medical</u> Provides a statement of billings, calculations, and payments with check copies.	3	P	P	G.C. 34090.5	YES - Destroy original after three years
24-98	<u>Insurance Claims - Dental</u> Provides a statement of program analysis, billings and changes.	2	-	2	G.C. 34090	NO
25-98	<u>Workers Compensation - Management Summary Report</u> Provides a per month summary of Workers compensation liability and charges against programs.	2	-	2	G.C. 34090	NO
26-98	<u>Case Files - Workers Compensation Appeals (Settled)</u> Provides a statement of Appeals Board hearings and determination.	3	P	P	G.C. 34090.5	YES - Destroy original after two years
27-98	<u>Workers Comp. Transaction Register (Replenishment)</u> Provides a per case listing of checks paid, amount and payee on compensation cases with copy of management summary report.	3	P	P	G.C. 34090.5	YES - Destroy original after two years

RECORD RETENTION SCHEDULE

DEPARTMENT: Personnel SECTION: _____ PAGE: 5 OF 6

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MICROFILM YES/NO
		DEPT.	STORAGE	TOTAL		
28-98	<u>Personnel Files - Inactive</u> Provides a statement of employees who are not active or retired.	7	3	10	G.C. 34090	YES
29-98	<u>Reference - General</u> Provides a statement of general information relative to a broad spectrum of Personnel activity.	2	-	2	G.C. 34090	NO
30-98	<u>Manuals - Bulletins</u> Provides a statement of procedures and controls both internal and external, and a statement of federal laws/acts.	P	-	P	G.C. 34090	NO -Destroy when superseded
31-98	<u>Minutes and Agendas (City Council)</u> Provides a statement of duplicate copies of minutes and agendas.	N/R	-	N/R	G.C. 34090	NO
32-98	<u>Agreements (After Expiration)</u> Provides a statement of agreements covering a broad spectrum of personnel activities.	2	-	2	G.C. 34090	YES
33-98	<u>Departmental Correspondence - Personnel</u> Provides a statement of general correspondence to and from the various departments.	3	2	5	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Personnel SECTION: _____ PAGE: 6 OF 6

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MICROFILM YES/NO
		DEPT.	STORAGE	TOTAL		
34-98	<u>Computer Backup Files</u> Duplicate records and supporting files on computer media and hard drives. Records include a broad spectrum of Personnel files and documents.	N/R	-	N/R	G.C. 34090	NO

RECORDS RETENTION SCHEDULE

DEPARTMENT

REDEVELOPMENT AGENCY

APPROVED: Resolution No. 98 -

DATED: August 17, 1998

The Records Retention Schedule contained herein
is based upon Sections 34090, 34090.5, 34090.7,
53921, and 81009 of the California Government Code.

Notes:

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RECORD RETENTION SCHEDULE

DEPARTMENT: Community Development

SECTION: Redevelopment Agency

PAGE: 1 OF 5

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
1-98	<u>By-Laws - Redevelopment Agency</u> Provides a statement of operating parameters and purpose of the Agency.	P	-	P	G.C. 34090	YES - Security Retain original.
2-98	<u>Resolutions / Ordinances - City Council</u> Provides duplicates of Council decisions affecting Redevelopment Agency.	N/R	-	N/R	G.C. 34090.7	NO
3-98	<u>Resolutions - Redevelopment</u> Provides a statement of resolutions passed by Redevelopment Agency.	5	P	P	G.C. 34090	YES - Security Retain original.
4-98	<u>Agenda - Minutes - Redevelopment</u> Provides a statement of meeting agenda and activities.	5	P	P	G.C. 34090	YES - Security Retain original.
5-98	<u>Agenda Packets - Redevelopment</u> Provides support documentation for Agency meetings.	3	2	5	G.C. 34090	YES
6-98	<u>Agreements - Redevelopment (Completed)</u> Provides a statement of agreements between the City and the Redevelopment Agency.	2	-	2	G.C. 34090	YES
7-98	<u>Budget - Redevelopment</u> Provides a statement of projected operating fund expenditures per area.	5	P	P	G.C. 34090	YES - Security Retain original.

RECORD RETENTION SCHEDULE

DEPARTMENT: Community Development

SECTION: Redevelopment Agency

PAGE: 2 OF 5

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
8-98	<u>Billings - Redevelopment (After Audit)</u> Provides copies of bills and checks mailed by Agency.	2	-	2	G.C. 34090	NO
9-98	<u>Cash Receipts - Redevelopment (After Audit)</u> Provides a statement of monies received by Agency.	2	-	2	G.C. 34090	NO
10-98	<u>Deposits - Redevelopment (After Audit)</u> Provides a statement of monies deposited to various accounts by Agency.	2	-	2	G.C. 34090	NO
11-98	<u>Certificates of Deposit (Cashed)</u> Provides a statement of receipts for Inactive Public Deposits made by Agency.	2	-	2	G.C. 34090	NO
12-98	<u>Warrant Register - Redevelopment (After Audit)</u> Provides a listing of warrants issued by the Agency.	2	-	2	G.C. 34090	YES
13-98	<u>Paid Invoices - Redevelopment (After Audit)</u> Provides a statement of payments made for goods or services received by the Agency.	2	-	2	G.C. 34090	NO
14-98	<u>Bank Statements - Checking / Savings (After Audit)</u> Provides a statement of reconciliation on various agency accounts.	2	-	2	G.C. 34090	NO
15-98	<u>Balance Sheet - Redevelopment</u> Provides a statement of assets and liabilities of the Agency.	5	P	P	G.C. 34090.5	YES -Destroy original after five (5) years

RECORD RETENTION SCHEDULE

DEPARTMENT: Community Development

SECTION: Redevelopment Agency

PAGE: 3 OF 5

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
16-98	<u>Bond Issue (Current)</u> Original document of Bonds issued by Redevelopment Agency.	P	P	P	G.C. 53921	NO
17-98	<u>Bond Issue - Redevelopment (Paid or Canceled)</u> Provides a statement of bonds issued with support documentation.	2	P	P	G.C. 53921	NO
18-98	<u>Proposals - Bond Underwriters</u> Provides a statement of proposals from financial firms regarding Redevelopment bonds.	3	2	5	G.C. 34090	NO
19-98	<u>Bond Counsel - Attorney Correspondence</u> Provides a statement of correspondence to and from the Agency.	2	3	5	G.C. 34090	NO
20-98	<u>Treasurer's Report - Redevelopment (After Audit)</u> Provides a statement of project cash balances and check copies.	2	-	2	G.C. 34090	NO
21-98	<u>Audit Reports - Redevelopment</u> Provides a statement of outside audit with attestations.	3	P	P	G.C. 34090	NO
22-98	<u>Audit Compliance Report - Redevelopment</u> Provides a statement of financial audit, an opinion of the Agency's compliance with laws, regulations, and administrative regulations, a work program for the coming year, etc.	3	P	P	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Community Development

SECTION: Redevelopment Agency

PAGE: 4 OF 5

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
23-98	<u>Assessed Value & Increment Levy - Redevelopment</u> Provides a statement of monies received from County of Los Angeles.	3	P	P	G.C. 34090	NO
24-98	<u>Appraisers, Correspondence - Redevelopment</u> Provides a statement of correspondence to and from the property appraisers.	3	-	3	G.C. 34090	NO
25-98	<u>Appraisals</u> Provides a statement of property and equipment valuation by outside appraisers.	1	P	P	G.C. 34090.5	YES - Destroy original after five years
26-98	<u>Grant Deeds - Redevelopment</u> Provides a statement of property deeded to Redevelopment Agency.	1	P	P	G.C. 34090	YES - Security (Retain Original)
27-98	<u>Projects - Redevelopment (Completed)</u> Provides a statement of project analysis, marketing studies, proposals, EIR's, correspondence, plans, copies of resolutions and agreements and litigation guarantees.	3	P	P	G.C. 34090.5	YES - Destroy original after three years.
28-98	<u>Reference - Redevelopment</u> Provides a statement of general information relative to Agency operation.	3	2	5	G.C. 34090	NO
29-98	<u>Annual Report - Special Districts</u> Provides an annual balance sheet and income statement for Special Districts with attestations by auditors.	3	P	P	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Community Development

SECTION: Redevelopment Agency

PAGE: 5 OF 5

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
30-98	<u>PROPERTY ACQUISITION RECORDS</u> Provides correspondence, deeds, and escrow.	1	5	6	Agency's Attorney	YES
31-98	<u>RELOCATION RECORDS</u> Provides back-up documents on relocated parties.	1	5	6	Agency's Attorney	YES
32-98	<u>Case Files - Litigation</u> Provides litigation between Developers and Redevelopment Agency.	1	5	6	Redev. Agency	YES
33-98	<u>UDAG FILES</u> Provides general information relative to Agency - UDAG.	-	5	5	Redev. Agency	YES
34-98	<u>Redevelopment Plan Amendment</u> Provides an information statement regarding the 1995 Plan Amendment	3	P	P	Redev. Agency	NO
35-98	<u>Redevelopment Planning Cases</u> RA Staff Reports	3	2	5	G.C. 34090	NO
36-NS	<u>Computer Backup Files</u> Duplicate records and supporting files on computer media and hard drives. Records include a broad spectrum of Redevelopment files and documents.	5	-	5	G.C. 34090	NO

RECORDS RETENTION SCHEDULE

DEPARTMENT

COMMUNITY DEVELOPMENT

APPROVED: Resolution No. 98 -

DATED: August 17, 1998

The Records Retention Schedule contained herein
is based upon Sections 34090, 34090.5, 34090.7,
53921, and 81009 of the California Government Code.

Notes:

1. Effective immediately, the **NEW Item Number** including **-98**, will be used to differentiate the revised 1998 version from previous Retention Schedules.
2. Where noted in Record Description with (), and such terms as Expired, Settled, Completed, etc, the retention period noted will begin at that point.
3. When only department retention is entered on the schedule, **with no storage period**, records are to be boxed and a Record Transfer Notice is to be signed-off at time of transfer. Thus, enabling immediate destruction.
4. When the Retention Period shows two numbers such as, 3 (2). The first depicts the preferred retention period as per the Department Head; the second in () depicts the required retention period by Law.
5. All periods cited are in years.
6. When noted with P* in the Retention Period, the file was sent for scanning and then destroyed. The disc is located in Public Engineering Services in Pasadena.

Abbreviations:

- | | | |
|-------|---|--|
| N/R | - | No Retention. Record is a duplicate, for reference only |
| P | - | Permanent |
| I | - | Indefinite |
| Orig. | - | Original |
| G.C. | - | Government Code |
| 98 | - | Added to Item Number to identify Revision done in August 1998. |
| P* | - | Scanned / Stored in The City of Pasadena |

RECORD RETENTION SCHEDULE

DEPARTMENT: Community Development

SECTION: Building

PAGE: 1 OF 9

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
1-98	<u>Agenda Minutes, Resolutions, Ordinances - City Council</u> Provides duplicate copies of City Council Records. Originals in City Clerk's Office.	N/R	-	N/R	G.C. 34090.7	NO
2-98	<u>Building Applications / Permits B-1 (H-4 Old Version)</u> Provides a per address statement of permits issued for various building purposes.	P*	-	P*	G.C. 34090	YES - Security (Scanned Orig.)
3-98	<u>Applications / Permits - Electric & Signs B-2</u> Provides a statement of application and permit for electric or sign erection.	P*	-	P*	G.C. 34090	YES - Security (Scanned Orig.)
4-98	<u>Sewer Applications H-23</u> Provides a statement of permit issuance for sewer hook up.	P*	-	P*	G.C. 34090	YES - Security (Scanned Orig.)
5-98	<u>Plumbing / Gas Applications -Permits</u> Provides a statement of permit issuance for sewer and gas hook-up.	P*	-	P*	G.C. 34090	YES - Security (Scanned Orig.)
6-98	<u>Application for Certification of Occupancy B-36</u> Provides a per location statement of application for Certificate.	P	-	P	G.C. 34090	YES - Security (Retain Original)
7-98	<u>Building Permit Summary</u> Provides a monthly detail analysis of construction and alteration activity with summary of expenses. Part of Invoice.	5 (2)	15 (-)	20 (2)	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Community Development

SECTION: Building

PAGE: 2 OF 9

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
8-98	<u>Building Plans</u> Provides a per location statement of "As Built" plans and specifications.	P*	-	P*	G.C. 34090	YES - Security (Scanned Orig.)
9-98	<u>Building Permit Card File</u> Provides a per location summary of permits issued with cross reference index.	P	-	P	G.C. 34090	NO
10-98	<u>Permits / Licenses - Industrial Waste, ABC, Massage, Entertainment (Expired)</u> Provides copies of permits and licenses issued for Industrial Waste, Alcohol License and Massage & Entertainment.	2	-	2	G.C. 34090	NO
11-98	<u>Demolition Permits / Rehabilitation (Completed)</u> Provides a per street statement of building code violations, plans, correspondence, and building demolition authorization.	3	P*	P*	G.C. 34090	YES - Security (Scanned Orig.) Destroy after 3 yrs
12-98	<u>Setbacks (Completed)</u> Provides a per map page statement of setback ordinance, public notice and minutes of Planning Commission meeting with setback plates.	2	P	P	G.C. 34090	YES - Security (Retain Original)
13-98	<u>Sign Survey (Completed)</u> Provides a statement of survey per target area.	5 (2)	P	P	G.C.34090.5	YES - Destroy Orig. after 2 years

RECORD RETENTION SCHEDULE

DEPARTMENT: Community Development

SECTION: Building

PAGE: 3 OF 9

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
14-98	<u>Sign Violations (Corrected)</u> Provides a statement of correspondence regarding violation of sign ordinance and its correction.	5 (2)	-	5 (2)	G.C. 34090	NO
15-98	<u>Affidavits - Building</u> Provides a statement of attestation that all work will be performed by and all materials purchased by the signer.	2	P	P	G.C. 34090.5	YES - Destroy Orig. after 2 years
16-98	<u>Ordinances - Building / Zoning (Duplicate)</u> Provides duplicates of building and zoning ordinances held by City Clerk.	N/R	-	N/R	G.C. 34090.7	NO
17-98	<u>Municipal Code (Duplicate)</u> Provides a copy of code, original held by City Clerk.	N/R	-	N/R	G.C. 34090.7	NO
18-98	<u>Manuals</u> Provides a statement of information relative to the operation of the Building Section either internal or external.	P	-	P	G.C. 34090	NO - Destroy when superceded
19-98	<u>Reference -General</u> Provides a statement of general information regarding the Building Section function.	2	-	2	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Community Development

SECTION: Building

PAGE: 4 OF 9

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
20-98	<u>Correspondence - General</u> Provides a statement of general correspondence relative to the operation of the Building Section.	5 (2)	-	5 (2)	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Community Development

SECTION: Planning

PAGE: 5 OF 9

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
21-98	<u>Planning Committee - Members (Exp. of Term)</u> Provides a statement of travel, reimbursement, receipts and correspondence	2	-	2	G.C. 34090	NO
22-98	<u>Agenda, Resolutions, Minutes - Planning Commission</u> Provides a statement of meeting agendas, minutes of meetings and resolutions passed.	10 (5)	P	P	G.C. 34090	YES - Security (Retain Orig.)
23-98	<u>Notice of Public Hearings - Planning Commission</u> Provides a statement of notice to general public of hearings to be held.	2	P	P	G.C. 34090.5	YES - Destroy Orig. after 2 years.
24-98	<u>Resolutions, Transmitted to County Assessor by Planning Commission</u> Provides a statement of resolutions communicated to and affecting L.A. County Assessor.	2	P	P	G.C. 34090.5	YES - Destroy Orig. after 2 years.
25-98	<u>Notice of Adjourn / Compensation / Attend / Summary</u> Provides a statement of activity relative to operation of Planning Commission.	2	P	P	G.C. 34090.5	YES - Destroy Orig. after 2 years.
26-98	<u>Case Files - Planning Commission (Settled)</u> Provides a per case statement of Planning Commission decisions including Notice of Determination, Public Notices, Reports, photographs and plans.	3 (2)	P	P	G.C. 34090.5	YES - Destroy Orig. after 2 years.
27-98	<u>Planning Administrative Committee - Case Files (Settled)</u> Provides a statement of per case activity and determinations.	3 (2)	P	P	G.C. 34090.5	YES - Destroy Orig. after 2 years.

RECORD RETENTION SCHEDULE

DEPARTMENT: Community Development

SECTION: Planning

PAGE: 6 OF 9

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
28-98	<u>Environmental Impact Review Committee - Minutes</u> Provides a statement of meeting activity.	5	P	P	G.C. 34090	YES - Security (Retain Orig.)
29-98	<u>General Plan -Environmental Impact Report (Completed)</u> Provides a statement of environmental impact with analysis of impact of general plan. Provides Notices of Determination, certified mail and correspondence.	2	-	2	G.C. 34090	NO
30-98	<u>Block Grant - Housing & Community Development (Completed)</u> Provides a statement of grant allocations, resolutions, proposals and contracts for completion of specific grant projects.	5 (2)	-	5 (2)	G.C. 34090	NO - (Destroy Orig. after 5 years)
31-98	<u>Case Files - HCDA (Settled)</u> Provides a per case statement of HCDA decisions with Notices of Determination.	5 (2)	P	P	G.C. 34090.5	YES - Destroy Orig. after 5 (2) years.
32-98	<u>Case Files - Redevelopment Agency (Settled)</u> Provides a per case statement of Redevelopment Agency decisions with plans, photographs, administrative reports, memo and correspondence.	5 (2)	P	P	G.C. 34090.5	YES - Destroy Orig. after 5 (2) years.
33-98	<u>Board of Plumbing Examiners - Minutes</u> Provides a statement of meeting minutes and activity. Old material 1949 - 1963.	5	P	P	G.C. 34090	YES - Security (Retain Original)

RECORD RETENTION SCHEDULE

DEPARTMENT: Community Development

SECTION: Planning

PAGE: 7 OF 9

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
34-98	<u>Building Board of Appeals</u> Provides a statement of appointments, with minutes, resolutions, notice of meetings, memos and correspondence.	5	P	P	G.C. 34090	Yes - Security (Retain Orig.)
35-98	<u>Case Files - Board of Appeals (Settled)</u> Provides a copy of violation, formal appeal, minutes of meeting and correspondence.	2	P	P	G.C. 34090.5	YES - Destroy Orig. after 2 years.
36-98	<u>Consultant Proposals / Bids (Rejected)</u> Provides a statement of unsuccessful bids.	2	-	2	G.C. 34090	NO
37-98	<u>Chronological File</u> Provides a statement of chronological correspondence.	3 (2)	2 (-)	5 (2)	G.C. 34090	NO
38-98	<u>Reference - General</u> Provides a statement of broad general reference relative to planning function.	5 (2)	-	5 (2)	G.C. 34090	NO
39-98	<u>Reference - EIR, Redevelopment, Planning Consultants</u> Provides a statement of various firms consulting in an area impacting on the planning functions.	5 (2)	-	5 (2)	G.C. 34090	NO

RECORD RETENTION SCHEDULE

DEPARTMENT: Community Development

SECTION: Code Enforcement

PAGE: 8 OF 9

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
40-98	<u>Code Violations (Corrected)</u> Provides a statement of Notice of Violation and action taken.	5 (2)	5 (-)	10 (2)	G.C. 34090	NO
41-98	<u>Vehicle Abatement</u> Provides a statement of intent to remove abandoned vehicle, CHP Vehicle Report (CHP180) with photographs.	2	5 (-)	7 (2)	G.C. 34090	NO
42-98	<u>Reference - General</u> Provides a broad statement of general information regarding the Code Enforcement functions.	5 (2)	-	5 (2)	G.C. 34090	NO
43-98	<u>Manuals - Various</u> Provides a statement of procedures or bulletins covering a broad spectrum of activity either internal or external.	P	-	P	G.C. 34090	NO - Destroy when superceded

RECORD RETENTION SCHEDULE

DEPARTMENT: Community Development

SECTION: Block Grant / Home

PAGE: 9 OF 9

ITEM NO.	RECORD TITLE/DESCRIPTION	RETENTION PERIOD			SOURCE	MEDIA YES/NO
		DEPT.	STORAGE	TOTAL		
44-98	<u>Residential Rehabilitation Loans (Paid)</u> Provides a per case statement of rehabilitation project loans paid with administrative reports, photos, plans and specifications.	1	4	5	G.C. 34090	NO - Destroy after 5 years
45-98	<u>Minor Home Repair Program (Completed)</u> Provides a sub-recipients case file of project completed in the city, and invoices paid to sub-recipient.	1	4	5	G.C. 34090	NO - Destroy after 5 years
46-98	<u>Commercial Rehabilitation Projects (Completed)</u> Provides a per case statement of community rehabilitation projects completed in the city with administrative review approvals, specifications, plans, photos, and invoices.	1	4	5	G.C. 34090	NO - Destroy after 5 years
47-98	<u>First Time Home Buyer's Program (Completed)</u> Provides a per case statement of FTHB completed projects with applications, information on escrow, and loan documents.	2	18	20	G.C. 34090	YES
48-98	<u>Computer Backup Files</u> Duplicate records and supporting files on computer media and hard drives. Records include a broad spectrum of Community Development files and documents.	N/R	-	N/R	G.C. 34090	NO

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RESOLUTION NO. 98- 51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK
AMENDING RESOLUTION NO. 81-12, WITH REGARD TO THE RETENTION AND
DESTRUCTION OF CITY RECORDS.

THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES
RESOLVE AS FOLLOWS:

SECTION 1: The City Council hereby adopts the schedules
attached hereto with regard to the retention and destruction of
City records.

SECTION 2: Resolution No. 81-12 shall remain in full
force and effect, except that the provisions of this Resolution
shall supersede any conflicting provisions contained in
Resolution No. 81-12, or any schedule adopted thereby.

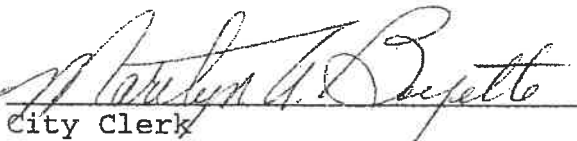
SECTION 3: The City Clerk shall certify to the adoption
of this Resolution.

PASSED, APPROVED AND ADOPTED this 17th day of August
1998.



Mayor of the City of Huntington Park

ATTEST:


City Clerk

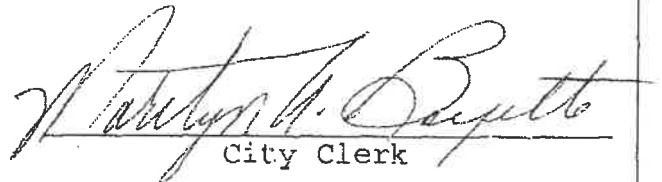
1 STATE OF CALIFORNIA)
2) ss.
3 COUNTY OF LOS ANGELES)
4

5 I, MARILYN A. BOYETTE, CITY CLERK OF THE CITY OF HUNTINGTON
6 PARK, DO HEREBY CERTIFY that the foregoing Resolution, being
7 Resolution No. 98-51, was passed and adopted by the City Council of
8 the City of Huntington Park, signed by the Mayor of said City, and
9 attested by the City Clerk, all at a regular meeting of the City
10 Council held on the 17th day of August, 1998, and that the same was
11 passed and adopted by the following vote, to wit:
12

13 AYES: Councilmembers - Marin, Loya, Jackson, Guevara, Maes

14 NOES: Councilmembers - None

15 ABSENT: Councilmembers - None
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City Clerk

ITEM 10



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

February 7, 2023

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:

COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Make appointments and/or re-appointments to various commissions consistent with provisions set forth in Resolution No. 2015-19 and Ordinance 939-NS.
 - Planning Commission
 - Youth Commission
 - Parks and Recreation Commission
 - Historic Preservation Commission
 - Health and Education Commission
 - Civil Service Commission

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 18, 2015, the City Council adopted Resolution No. 2015-19 which established a new process for making appointments to various City Commissions.

On June 1, 2015, the City Council adopted Ordinance No. 939-NS, Establishing a Youth Commission. All members shall be between the ages of 14 and 19 years of age at the time of appointment. Each member shall remain in good academic standing with their respective schools as defined by each school, and/or submit two letters of recommendations as a requirement of the application process.

Individuals appointed to Commissions will be required to submit to a LiveScan and subsequently take an Oath of Office.

COUNCIL APPOINTMENTS TO VARIOUS COMMISSION

February 7, 2023

Page 2 of 2

FISCAL IMPACT

There is no fiscal impact. Compensation for added Commissioners has been budgeted for FY 2023/24 to account 111-0123-413.19-05.

CONCLUSION

Terms will run concurrent with the Council Member who appoints. After appointment City Clerk will notify applicants of their appointments.

Respectfully submitted,



RICARDO REYES
City Manager

EDUARDO SARMIENTO,
City Clerk

ATTACHMENT(S)

- A. Commission Applications.
- B. Resolution No. 2015-19, Adopting Revised Rules, Method of Appointment, Guidelines for the Conduct of Meetings and Structure for all Commissions of the city and Repealing all Prior Resolutions or Provisions in Conflict with the Provisions Contained Herein.
- C. Ordinance No. 939-NS, establishing a Youth Commission and Adding Title 2, Chapter 11 to the Huntington Park Municipal Code.

ATTACHMENT "A"

NOT FOR DISTRIBUTION – INTERNAL PURPOSES Only
COMMISSIONERS ROSTER 2022

CIVIL SERVICE COMMISSION Form 700 required) (Can be 2 non-residents) - Liaison - TBD (Finance Directo

Meets: On an as-needed basis.

<u>Appt'd</u>	<u>Name</u>	<u>Appointed By</u>	<u>Live Scan</u>	<u>Sworn In</u>
5/19/2020	(VACANT)	Flores		
5/19/2020	Guillermo Monterrosa	Macias	Yes	Yes
5/19/2020	Manuel Morado	Martinez	Yes	Yes
5/19/2020	Lorena Valenzuela	Ortiz	Yes	Yes
	(VACANT)	Sanabria		

HEALTH & EDUCATION COMMISSION Form 700 required) (Can be 2 non-residents) - Liaison - Cynthia Norzagara

Meets: Last Tuesday of each month at 4:30 p.m., Salt Lake Park

<u>Appt'd</u>	<u>Name</u>	<u>Appointed By</u>	<u>Live Scan</u>	<u>Sworn In</u>
5/19/2020	(VACANT)	Flores		
	(VACANT)	Macias		
6/2/2020	Iliana Baltazar	Martinez	Yes	Yes
5/19/2020	Gloria Rodriguez	Ortiz	Yes	Yes
5/19/2020	Ebony Batiste	Sanabria	Yes	Yes

HISTORIC PRESERVATION COMMISSION Form 700 required) (Can be 2 non-residents) - Liaison - Steve Forster

Meets: On an as-needed basis.

<u>Appt'd</u>	<u>Name</u>	<u>Appointed By</u>	<u>Live Scan</u>	<u>Sworn In</u>
5/19/2020	Judith Rosales	Flores	Yes	Yes
5/19/2020	Guillermo Flores	Macias	Yes	Yes
	(VACANT)	Martinez		
5/19/2020	Wally Shidler	Ortiz	Yes	Yes
5/19/2020	Kathy Gaytan	Sanabria	Yes	Yes

PARKS AND RECREATION COMMISSION Form 700 required (Can be 2 non-residents) - Liaison - Cynthia Norzagarra**Meets: Every fourth Wednesday of each month at 6:30 p.m., Salt Lake Park**

<u>Appt'd</u>	<u>Name</u>	<u>Appointed By</u>	<u>Live Scan</u>	<u>Sworn In</u>
5/19/2020	Karina Guerrero	Flores	Yes	Yes
5/19/2020	Edgar Gordillo	Macias	Yes	Yes
5/19/2020	Vacant	Martinez	Yes	Yes
11/17/2020	Esmeralda Castillo	Ortiz	Yes	Yes
5/19/2020	Betty Davis-Gonzalez	Sanabria	Yes	Yes

PLANNING COMMISSION Form 700 required (Can be 2 non-residents) - Liaison - Steve Forster**Meets: Every third Wednesday of each month at 6:30 p.m. in the Council Chambers at City Hall**

<u>Appt'd</u>	<u>Name</u>	<u>Appointed By</u>	<u>Live Scan</u>	<u>Sworn In</u>
11/17/2020	Ricardo Barba-Ochoa	Flores	Yes	Yes
5/19/2020	Eduardo Carvajal	Macias	Yes	Yes
5/19/2020	Erika Nuno	Martinez	Yes	Yes
5/19/2020	Jonathan Sanabria	Ortiz	Yes	Yes
5/19/2020	Angelica Montes	Sanabria	Yes	Yes

YOUTH COMMISSION (NO Form 700 required) (Can be 4 non-residents) - Liaison - Cynthia Norzagarra**Meets: Every fourth Wednesday of each month at 4:00 p.m. at Salt Lake Park.**

<u>Appt'd</u>	<u>Name</u>	<u>Appointed By</u>	<u>Live Scan</u>	<u>Sworn In</u>
5/19/2020	Kiara Sandoval	Flores	Yes	Yes
5/19/2020	Victor Monarrez	Flores	No	No
5/19/2020	Joanna Ramos	Macias	Yes	Yes
5/19/2020	Brandon Valdez	Macias	Yes	Yes
6/2/2020	Alanis Rodriguez	Martinez	Yes	Yes
	(VACANT)	Martinez		
5/19/2020	Kelly Martinez	Ortiz	Yes	Yes
11/17/2020	Yadira Montano	Ortiz Sanabria	No	No
5/19/2020	Joel Palma	Sanabria	Yes	Yes
	(VACANT)			

ATTACHMENT "B"

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1 **SECTION 3: Appointment, Reappointment and Removal.**

2 Each member of the City Council shall have authority to appoint one (1)
3 member to each Commission, with the exception of the Youth Commission, which
4 shall consist of two (2) members appointed by each City Councilmember. Each
5 Councilmember shall appoint their Commissioners within sixty (60) days of assuming
6 office, or from the adoption of this Resolution, or from a vacancy occurring for said
7 Commission position for that respective Councilmember appointment. If no
appointment is made within sixty (60) days of assuming office, or from the adoption of
this Resolution, or from a vacancy occurring for said Commission position, the Mayor
shall appoint a member to the vacant seat.

8 Commission members may be removed from their appointment due to
9 disqualification as provided for in this Resolution or upon the sole decision by the
10 Councilmember who appointed that Commissioner. All appointments or removal of
11 Commissioners shall occur at an open meeting of the City Council. If removal of a
Commissioner occurs, the City Clerk shall send notice to that Commissioner at the last
address on file with the City.

12 **SECTION 4: Term of Office.**

13 Each Commissioner's term shall be for a period of four years, unless removed
14 by the appointing Councilmember or as a result of disqualification as set forth herein.
15 Notwithstanding the foregoing, no Commissioner shall serve for a period which
16 exceeds the time in office for the Councilmember appointing that Commissioner. In
17 the event that the appointing Councilmember completes his or her term, vacates their
18 office or otherwise is no longer holding office, the term of the Commissioner appointed
by said Councilmember shall end. However, nothing contained in this section shall
prevent another Councilmember or the new Councilmember from appointing the
individual back to the same Commission or to a different Commission.

19 **SECTION 5: Vacancy Due to Disqualification.**

20 When a member no longer meets the qualifications for the Commission, the
21 member is therefore disqualified, and the office shall thereupon become vacant.

22 **SECTION 6: Vacancy.**

23 If for any reason a vacancy occurs, it shall be filled by appointment by the
24 member of the City Council who appointed said Commissioner for the unexpired
portion of such term.

25 **SECTION 7: Quorum.**

26 A majority of the total number of members of the Commission shall constitute a
27 quorum for the transaction of business, but a lesser number may adjourn from time to
28 time for want of quorum and until a quorum can be obtained.

1 **SECTION 8: Purpose.**

2 The purpose, duties and responsibilities of each Commission shall be
3 established by the City Council by ordinance and codified in the Huntington Park
4 Municipal Code.

5 **SECTION 9: Organization.**

6 Annually in the month of March, the Commission shall elect one of its members
7 as Chair and Vice-Chair. City staff shall act as the Commission Secretary. Staff
liaisons shall act as the conduit for all communications to the City Council.

8 **SECTION 10: Meetings.**

9 Regular meetings of the Commission shall be as set by each Commission. The
10 place of such meetings shall be at City Hall unless otherwise designated by the City
11 Council or approved by a majority of the total membership of the Commission. When
12 the day for such regular meetings falls on a legal holiday, the meeting shall not be
13 held on such holiday, but shall be held at the same hour on the next succeeding day
14 thereafter which is not a holiday. All meetings of the Commission shall be open and
15 public, and subject to all laws of the state of California e.g. the Brown Act, governing
open public meetings. The Commission shall adopt its own rules for the transaction of
its business and keep a record of resolutions, findings and recommendations and
actions voted upon. A report of each meeting of the Commission shall be given to the
City Council.

16 **SECTION 11: Termination of Commission.**

17 Termination of the Commission shall be done at the will and vote of the City
18 Council.

19 **SECTION 12: Compensation.**

20 Commission member compensation shall be set by resolution of the City
21 Council.

22 **SECTION 13: Commission Handbook.**


23 All Commission Members must adhere to the provisions contained and
24 referenced in the City of Huntington Park Commission Handbook as approved by the
City Council.

25 **SECTION 14:**

26 The City Clerk shall certify to the adoption of this Resolution.
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PASSED, APPROVED AND ADOPTED THIS 18th day of May, 2015.


Karina Macias
Mayor

ATTEST:


Donna G. Schwartz, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)


I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015-19 was 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 18th day of May, 2015, by the following vote, to wit:

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

NOES: Council Member(s): None

ABSENT: Council Member(s): Amezcuita

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 20th day of May 2015.


Donna G. Schwartz, CMC, City Clerk

ATTACHMENT C

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1 member's term, a Youth Commission member's term shall also immediately expire
2 upon the member's reaching twenty-one years of age.

3 2-11.603 - Powers and duties.

4 The Youth Commission shall be for all purposes an advisory commission to the
5 city council for matters relating specifically to youth. This includes activities orientated
6 toward recreation and civic programs, and those activities that pertain to life issues,
7 thus addressing leisure needs and creating awareness and improving quality of life for
8 our youth. In addition the commission shall review and recommend policies and
9 programs which directly impact youth issues and the quality of life not only for the
10 youth of the City but for all residents of the City of Huntington Park.

11 2-11.604 - Meetings—Frequency—Place.

12 That the commission shall hold regular meetings, at least once per month, at
13 the city hall, and may hold such additional meetings at the place as it may deem
14 necessary or expedient. Each commissioner shall attend other commission meetings
15 and City Council meetings on rotation basis as a method of gaining valuable insight to
16 the functions of the government process.

17 2-11.605 - Meeting—Absence from.

18 A. If a member of the commission shall be absent from three consecutive
19 regular meetings of the commission, without cause, the secretary of the
20 commission shall immediately inform the City Council of such absences.

21 B. An absence due to illness or other unavoidable absence from a meeting
22 shall be reported to the secretary of the commission in advance of such
23 regular meeting, otherwise it shall be deemed an unexcused absence.

24 2-11.606 - Quorum—Officers.

25 A majority of the total members of the commission shall constitute a quorum for
26 the purposes of transacting business. The commission shall annually select one of its
27 members to act as chairperson and another to act as vice chairperson. The terms of
28 office of both the chairperson and vice chairperson shall be for a period of one year.


2-11.607 - Records.

1 The secretary of the commission shall keep a record of all the proceedings,
2 resolutions, findings, determinations and transactions of the commission, which record
3 shall be filed with the city clerk.


4 2-11.608 - Advisory capacity.

5 Nothing in this chapter shall be construed as restricting or curtailing any of the
6 powers of the city council, or as a delegation to the commission, of any of the authority
7 or discretionary powers vested and imposed by law in the City Council. The City
8 Council declares that the public interest, convenience, welfare and necessity require
9 the appointment of a Youth Commission, to act in a purely advisory capacity to the
10 City Council, for the purposes herein enumerated. The commission shall provide
11 periodic reports, but at least twice a year, to the City Council concerning the activities
12 of the Youth Commission and the recommendations approved by the commission.

13 **PASSED, APPROVED AND ADOPTED THIS 1st day of June 2015.**

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17 /Karina Macias
18 Mayor

19 ATTEST:

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22 Donna G. Schwartz, CMC
23 City Clerk
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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

I, Donna Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Ordinance No. 939–NS, was introduced on May 18, 2015 and adopted and dully passed by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 1st day of June, 2015 by the following vote, to wit:

AYES: Council Members – Amezcuita, Pineda, Sanabria, Vice Mayor Ortiz
Mayor Macias

NOES: Council Members – None

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Seal of the City of Huntington
Park, this 3rd day of June 2015

Donna G. Schwartz
Donna G. Schwartz, CMC, City Clerk



CITY OF HUNTINGTON PARK

Application for Service on City Commission

(Please check the commission on which you wish to serve)

<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Health & Education Commission
<input type="checkbox"/>	Historic Preservation Commission	<input type="checkbox"/>	Parks and Recreation Commission
<input type="checkbox"/>	Planning Commission	<input type="checkbox"/>	

Name Francisco Mares

Telephone: Day [REDACTED]

E-mail address fmares0003@myemail.lausd.net

Evening [REDACTED]

Residence address [REDACTED]

Resident of HP for N/A years

Do you work in HP? NO

If yes, how long? N/A

Describe any qualifications, experience and education, as well as any technical or professional background you may have relative to the duties of this position.

I have a background in being a member of my school's leadership class, therefore I have experience working in teams and groups to help run an event or succeed in working together to get something done in a certain time. I have taken health classes at both my high school and LATTC. I have worked with students in my grade to come up with a presentation and present it in front of a list of panelists. I have also been interviewed at my school to prepare me for the real world when it comes to applying for a job

Other volunteer activities or organizations you are involved with.

I am part of the leadership class at my high school (Huntington Park Institute of Applied Medicine) and I am in charge of creating and planning school-wide events and making sure everything goes well. I am also a member of the Link Crew group at my school where we advise incoming freshmen and help them along their journey during their first year of high school. I also have experience volunteering at my community church (Presentation of Mary Church) where I help out with giving people food during the holidays at the church.

Briefly state reasons why you are interested in serving on a commission.

I am interesting in a serving on a commission because I want to help the community that has allowed me to attend the current school that I go to even though it isn't near where I live. I want to give back to this community and improve their needs. I want to protect and enhance the lives of the citizens. I also want to give the commission a student/teenager point of view on decisions.

List city, county, or other commissions or committees on which you have served and year(s) served.

I have not serve in any commissions or committees as of yet.

What are your goals in serving on this commission?

My goals in serving on this commission is first and for most be a someone who can give the commissioner the point of view of a student body and provide them the information they need from me in order to have ideas support by students/teenagers like me. I hope to be able to create new programs and come up with new ideas that create a better environment for the citizens in our community and for the community its self.

Each person seeking a position on a Commission shall complete an application and submit to a Live Scan background check upon appointment and before sworn into office. Some Commissions may be requested to file a Conflict of Interests Statement pursuant to Fair Political Practices regulations. Information will be provided by the Office of the City Clerk.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature _____

Date 1/27/23

Print Name Francisco Mares

Membership.

All City Commissions shall consist of five (5) members, with the exception of the Youth Commission which shall consist of ten (10) youth. All members of each Commission shall be a resident of the City of Huntington Park, however, at the City Council's discretion, no more than two (2) Commissioners for any Commission may be non-Huntington Park residents. Each person seeking appointment to a Commission shall complete an application provided by the City and upon appointment shall submit to a Live Scan background check before sworn into office. (*Resolution No. 2015-19, Ordinance No. 939-NS*).

Term of Office.

Each Commissioner's term shall be for a period of four (4) years, unless removed by the appointing Council Member or as a result of disqualification, no Commissioner shall serve for a period which exceeds the time in office for the Council Member appointing the Commissioner. In the event that the appointing Council Member completes his or her term, vacates their office or otherwise is no longer holding office, the term of the Commissioner appointed by said Council Member shall end. However, nothing contained in this section shall prevent another Council Member of the new Council Member from appointing the individual back to the same Commission or to a different Commission. (*Resolution No. 2015-19*).

Meetings.

Meetings of each Commission varies as set by the Commission.

Please note: applications will be kept on file two (2) years for consideration for future vacancies. When completed, mail/submit original to the Office of the City Clerk, City of Huntington Park, 6550 Miles Avenue, Room 148, Huntington Park, CA 90255.

-----Office Use Only-----

_____ Date of Appointment _____ Date of Reappointment

Rev 8/2016



CITY OF HUNTINGTON PARK

Application for Service on City Commission

(Please check the commission on which you wish to serve)

<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Health & Education Commission
<input type="checkbox"/>	Historic Preservation Commission	<input checked="" type="checkbox"/>	Parks and Recreation Commission
<input type="checkbox"/>	Planning Commission	<input type="checkbox"/>	

Name Michelle Ybarra Telephone: Day [REDACTED]

E-mail address msybarra13@outlook.com Evening

Residence address [REDACTED]

Resident of HP for 11 years

Do you work in HP? No If yes, how long?

Describe any qualifications, experience and education, as well as any technical or professional background you may have relative to the duties of this position.

I am currently a sitting memeber of the Vernon Community Fund. In my professional career I am a Vice President for City National Bank and have been in the banking industry for 31 years. I have worked as part of various internal committees and done project management as well for projects.

Other volunteer activities or organizations you are involved with.

I have been involved with the Huntington Park Youth Football team for the past 9 years as a Coach, and board member. I am currently the Treasurer. I have also been a Softball and T Ball Coach for Salt Lake Park

Briefly state reasons why you are interested in serving on a commission.

I would like to give back to the community that has been there for me as I was growing up as well as now for my children and grandchildren

List city, county, or other commissions or committees on which you have served and year(s) served.

Vernon CommUNITY fund since 2022

What are your goals in serving on this commission?

To help mend relations between the community and the commissions. I advocate for the youth sports programs as I feel they are a key part of ensuring the health and wellbeing of our future.

Each person seeking a position on a Commission shall complete an application and submit to a Live Scan background check upon appointment and before sworn into office. Some Commissions may be requested to file a Conflict of Interests Statement pursuant to Fair Political Practices regulations. Information will be provided by the Office of the City Clerk.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature  Date 1/18/2023
Print Name Michelle Ybarra

Membership.

All City Commissions shall consist of five (5) members, with the exception of the Youth Commission which shall consist of ten (10) youth. All members of each Commission shall be a resident of the City of Huntington Park, however, at the City Council's discretion, no more than two (2) Commissioners for any Commission may be non-Huntington Park residents. Each person seeking appointment to a Commission shall complete an application provided by the City and upon appointment shall submit to a Live Scan background check before sworn into office. (Resolution No. 2015-19, Ordinance No. 939-NS).

Term of Office.

Each Commissioner's term shall be for a period of four (4) years, unless removed by the appointing Council Member or as a result of disqualification, no Commissioner shall serve for a period which exceeds the time in office for the Council Member appointing the Commissioner. In the event that the appointing Council Member completes his or her term, vacates their office or otherwise is no longer holding office, the term of the Commissioner appointed by said Council Member shall end. However, nothing contained in this section shall prevent another Council Member of the new Council Member from appointing the individual back to the same Commission or to a different Commission. (Resolution No. 2015-19).

Meetings.

Meetings of each Commission varies as set by the Commission.

Please note: applications will be kept on file two (2) years for consideration for future vacancies. When completed, mail/submit original to the Office of the City Clerk, City of Huntington Park, 6550 Miles Avenue, Room 148, Huntington Park, CA 90255.

-----Office Use Only-----

_____ Date of Appointment _____ Date of Reappointment

Rev 8/2016

ITEM NO. 11



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

February 7, 2023

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 FACILITY RENTAL PERMIT AND FEE WAIVER REQUEST BY GENERAL FEDERATION OF WOMEN'S CLUB OF HUNTINGTON PARK'S FOR THE INTERNATIONAL WOMEN'S MONTH & SCHOLARSHIP LUNCHEON

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Facility Rental Permit for the General Federation of Women's Club of Huntington Parks for the International Women's Month event on March 11, 2023 and the Scholarship Luncheon on June 24, 2023; and
2. Consider approving the Parks and Recreation Commission recommendation on the fee waiver and;

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The General Federation of Women's Club (GFWC) is an international women's organization dedicated to community improvement by enhancing the lives of others through volunteer service. It continues a long history of strong women promoting education, social justice, and health for women and families. Over the last several years, the GFWC has hosted an annual conference providing support and resources to address Domestic Violence and Sexual Assault.

Ivonne Correa, President of the Women's Club, an eligible non-profit organization, is requesting a facility use permit and facility fee waiver to host two events in City Park facilities. On March 11, 2023, they will be hosting, "The International Women's Month event," and on Saturday, June 24, 2023 they will be hosting a, "Scholarship Luncheon," both at the Huntington Park Community Center. These free public events help recognize and acknowledge community members that excel in the community they serve and live in. The HP Women's expects 50-70 participants to attend these events. The fee associated with the fee waiver application will go towards achieving the organization's goal of opening a women's crisis center in Huntington Park.

**CONSIDERATION AND APPROVAL FACILITY RENTAL PERMIT AND FEE WAIVER
REQUEST BY GENERAL FEDERATION OF WOMEN'S CLUB OF HUNTINGTON
PARK FOR INTERNATIONAL WOMEN'S MONTH & SCHOLARSHIP LUNCHEON**

February 7, 2023

Page 2 of 4

The proposed event schedule is as follows:

International Women's Month

- Set-up: March 11, 2023 - 11 a.m. – 11:30 a.m.
- Event: March 11, 2023 - 11:30 a.m. – 2:30 p.m.
- Cleanup: March 11, 2023 - 2:30 p.m. – 3:00 p.m.

Scholarship Luncheon

- Set-up: June 24, 2023 - 11 a.m. – 11:30 a.m.
- Event: June 24, 2023 - 11:30 a.m. – 2:30 p.m.
- Cleanup: June 24, 2023 - 2:30 p.m. – 3:00 p.m.

Both events will take place in the Huntington Park Community Center.

FISCAL IMPACT/FINANCING

The GFWC of Huntington Park is requesting a 100% fee waiver for the International Women's Month event on March 11, 2023 and the Scholarship Luncheon on June 24, 2023. During a Parks & Recreation Commission meeting held on January 25, 2023 at 6:00pm, the Parks & Recreation Commission reviewed the Facility Fee Waiver Application and Facility Rental Permit Application submitted by the GFWC of Huntington Park. The total cost to use Huntington Park Community Center is \$ 2,092.94

The Parks & Recreation Commission motioned 3-0, to waive the following fees

Fees recommended be waived:

Social Hall	\$ 328.00
Kitchen	\$ 548.94
Equipment (tables, chairs, mic & Linen)	\$ 156.00

Total recommended waived by Commission: \$ 1,032.94

The Parks & Recreation Commission agreed to have the GFWC of Huntington Park pay for the following:

Fees recommended be paid:

Deposit (refundable)	\$ 500.00
Personnel	\$ 152.00
Janitorial	\$ 408.00

Total recommended be paid: \$ 1,060.00

LEGAL AND PROGRAM REQUIREMENTS

Per municipal code 5-13.02 – Permit – Required and 5-13.09 Departmental Service Charges, Council must first approve proposed special events held on City property, prior to the issuance of a permit and/or fee waiver request for use of city facilities. In addition, the City Property and Facility Use Fee Waiver Policy stipulates that all facility

**CONSIDERATION AND APPROVAL FACILITY RENTAL PERMIT AND FEE WAIVER
REQUEST BY GENERAL FEDERATION OF WOMEN'S CLUB OF HUNTINGTON
PARK FOR INTERNATIONAL WOMEN'S MONTH & SCHOLARSHIP LUNCHEON**

February 7, 2023

Page 3 of 4

fee waiver requests for use of City property for activities in public places, must first be reviewed and approved for Council recommendation, by the Parks and Recreation Commission.

CONCLUSION

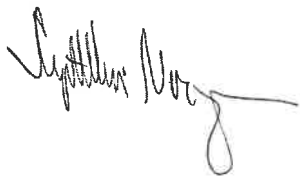
The overall total cost to use the Huntington Park Community Center including the refundable deposit is \$2,092.94. The Parks and Recreation Commission is recommending waiving \$1,032.94 for the fees of the facility, and equipment rental. Upon City Council approval, the GFWC of Huntington Park will submit all pending necessary paperwork and pay the remaining \$1,060.00.

GFWC of Huntington Park will also submit the refundable deposit before the event takes place and shall be refunded in its entirety provided there are no damages at the conclusion of the event. Staff will work with the GFWC of Huntington Park to ensure all event logistics are in place to guarantee a successful event.

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

Respectfully submitted,

RICARDO REYES
City Manager



CYNTHIA NORZAGARAY
Director of Parks and Recreation

ATTACHMENT(S)

A. Facility Rental Applications- March 11, 2023 and June 2, 2023

**CONSIDERATION AND APPROVAL FACILITY RENTAL PERMIT AND FEE WAIVER
REQUEST BY GENERAL FEDERATION OF WOMEN'S CLUB OF HUNTINGTON
PARK FOR INTERNATIONAL WOMEN'S MONTH & SCHOLARSHIP LUNCHEON**

February 7, 2023

Page 4 of 4

- B. Invoice # HP-1307 and HP-1308
- C. Fee Waiver Applications- March 11, 2023 and June 2, 2023
- D. Request Letter GFWC of Huntington Park for March 11, 2023 and June 2, 2023

ATTACHMENT "A"

Facility Rental Application



Please use this application to submit your request to rent space at the City of Huntington Park's Department of Parks and Recreation. In order to reserve a facility for private special events, facility rental applications and rental fees MUST be submitted and paid in full a minimum of ten (10) calendar days prior to event date(s) (Please see policy for adding time to your rental). Submission of this application does not guarantee rental of facility.

CONTACT INFORMATION

NAME OF GROUP/ORGANIZATION GFWC Wmen's Club of Huntingto TAX ID # (Non-profits only) 80-0290462
APPLICANT NAME/PERSON RESPONSIBLE Gloria Medina TITLE Secretary
CELL PHONE 323-229-7191 ALTERNATE PHONE 323-229-7191
EMAIL gloriamedina2859@yahoo.com
ADDRESS 6126 Middleton Street CITY Huntington Park STATE CA ZIP 90255

EVENT INFORMATION

NAME AND TYPE OF EVENT Women's Month ESTIMATED ATTENDANCE 70
FACILITY REQUESTED Community Center (HPCC)
SET UP DATE(S) REQUESTED* March 11, 2023 EVENT DATE(S) REQUESTED* March 11, 2023
SET UP START TIME 11:30am SET UP END TIME 12:00pm START TIME 12:00pm EVENT END TIME 2:00pm
*If more than three (3) dates are requested, please list all dates and times in "COMMENT / ADDITIONAL DATES" section on backside.

EVENT DETAILS

1. Is your event open to the public? ☒ Yes ☐ No If yes, liability insurance required
2. Is this a fundraising event? ☐ Yes ☒ No If yes, liability insurance required
3. Will there be an admission charge or donation? ☐ Yes ☒ No If yes, liability insurance required
4. Will alcohol be served during the event? ☐ Yes ☒ No If yes, please see security guard policy
5. Is the celebrant of your event younger than 21 years? ☐ Yes ☒ No (If yes, please see security guard policy)
6. Will alcoholic beverages be sold at the event? ☐ Yes ☒ No If yes, liability insurance & ABC license required
7. Will non pre-packaged food be served? ☐ Yes ☒ No If yes, janitorial services are required
8. Will Caterer/Bartender be onsite during your event? ☐ Yes ☒ No If yes, liability insurance & BL required

Please sign below to confirm that the information contained on this application is accurate

SIGNATURE Gloria Medina DATE 01/04/2023

STAFF USE ONLY

APPLICATION RECEIVED BY _____ APPLICATION REVIEWED BY _____
APPLICATION PROCESSED BY _____ APPLICATION LOGGED BY _____
RECEIPT NO. _____ PAYMENT TYPE: ☐ CHECK ☐ MONEY ORDER ☐ VISA/MASTERCARD
SECURITY SERVICES NOTIFICATION SENT BY _____ DATE _____
COMMENTS _____

COMMENTS / ADDITIONAL DATES AND TIMES

Need of 8 round tables, 90 chairs, four long tables, and the use of the kitchen to serve the food.

Facility Rental Application



Please use this application to submit your request to rent space at the City of Huntington Park's Department of Parks and Recreation. In order to reserve a facility for private special events, facility rental applications and rental fees MUST be submitted and paid in full a minimum of ten (10) calendar days prior to event date(s) (Please see policy for adding time to your rental). Submission of this application does not guarantee rental of facility.

CONTACT INFORMATION

NAME OF GROUP/ORGANIZATION GFWC Wmen's Club of Huntingto TAX ID # (Non-profits only) 80-0290462
APPLICANT NAME/PERSON RESPONSIBLE Gloria Medina TITLE Secretary
CELL PHONE 323-229-7191 ALTERNATE PHONE 323-229-7191
EMAIL gloriamedina2859@yahoo.com
ADDRESS 6126 Middleton Street CITY Huntington Park STATE CA ZIP 90255

EVENT INFORMATION

NAME AND TYPE OF EVENT Scholarship Lunch ESTIMATED ATTENDANCE 50
FACILITY REQUESTED Community Center (HPCC)
SET UP DATE(S) REQUIRED* June 24 2023 EVENT DATE(S) REQUESTED* June 24 2023
SET UP START TIME 11:00 AM EVENT START TIME 11:30am EVENT END TIME 2:00pm

list all dates and times in "COMMENT / ADDITIONAL DATES" section on backside.

EVENT DETAILS

- | | |
|--|--|
| 1. Is your event open to the public? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, liability insurance required) |
| 2. Is this a fundraising event? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, liability insurance required) |
| 3. Will there be an admission charge or donation? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, liability insurance required) |
| 4. Will alcohol be served during the event? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please see security guard policy) |
| 5. Is the celebrant of your event younger than 21 years? | <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please see security guard policy) |
| 6. Will alcoholic beverages be sold at the event? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, liability insurance & A BC license required) |
| 7. Will non pre-packaged food be served? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No if yes, janitorial services are required) |
| 8. Will Caterer/Bartender be onsite during your event? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, liability insurance & B L required) |

Please sign below to confirm that the information contained on this application is

accurate SIGNATURE Gloria Medina DATE 01/04/2023

STAFF USE ONLY

APPLICATION RECEIVED BY	APPLICATION REVIEWED BY
APPLICATION PROCESSED BY	APPLICATION LOGGED BY
RECEIPT NO.	PAYMENT TYPE: <input type="checkbox"/> CHECK <input type="checkbox"/> MONEY ORDER <input type="checkbox"/> VISA/MASTERCARD
SECURITY SERVICES NOTIFICATION SENT BY	DATE
COMMENTS	

COMMENTS / ADDITIONAL DATES AND TIMES

Need of 8 round tables, 90 chairs, four long tables, and the use of the kitchen to serve the food.

ATTACHMENT "B"

City of Huntington Park • Department of Parks & Recreation
 3401 E. Florence Ave. • Huntington Park, CA 90255 • 323-584-6218 • FAX 323-584-6310 • www.hpca.gov

Invoice

BILL TO
GFCW Women's Club of Huntington Park Attn: Gloria Medina 6126 Middleton Street Huntington Park CA, 90255

INVOICE DATE	INVOICE NO.
1/4/2023	HP-1307

EVENT
International Women's Month

PARKS AND RECREATION FACILITY	QUANTITY	RATE	TOTAL
SLP Lounge	0		\$0.00
SLP Social Hall	0		\$0.00
SLP Club Room #2	0		\$0.00
SLP Club Room #3	0		\$0.00
SLP Club Room #4	0		\$0.00
SLP Muni Building	0		\$0.00
SLP Gymnasium	0		\$0.00
Community Center (HPCC)	4	\$41.00	\$164.00
Community Center (HPCC) + Senior Park	0		\$0.00
Senior Park + Pavillion	0		\$0.00
Perez Park Event Room A	0		\$0.00
Perez Park Event Room B	0		\$0.00
Perez Park Event Room C	0		\$0.00
Perez Park Event Room A+B+C	0		\$0.00
Perez Park Parking Lot	0		\$0.00
Freedom Park Community Center	0		\$0.00
Kitchen	1	\$78.00	\$78.00
Personnel (Staff Supervision)	4	\$19.00	\$76.00
Round Tables	10	\$6.87	\$68.70
Chairs (Black)	70	\$1.07	\$74.90
8 Ft. Rectangular Tables	4	\$8.25	\$33.00
Premium Speaker w/ Stand	1	\$61.10	\$61.10
Wireless Mic	1	\$47.47	\$47.47
Janitorial Fee	1	\$204.00	\$204.00
Application Fee (\$30 non-profit 501 C 3 only)	0		\$0.00
Application Fee (\$80 other)	0		\$0.00
DEPOSIT*Refundable			\$500.00
PAYMENTS / CREDITS			\$0.00
TOTAL DUE TO CITY OF HUNTINGTON PARK			\$1,307.17

DETAILS OF FACILITY USE

[illegible]

City of Huntington Park • Department of Parks & Recreation
 3401 E. Florence Ave. • Huntington Park, CA 90255 • 323-584-6218 • FAX 323-584-6310 • www.hpca.gov

Invoice

BILL TO
GFCW Women's Club of Huntington Park Attn: Gloria Medina 6126 Middleton Street Huntington Park CA, 90255

INVOICE DATE	INVOICE NO.
1/4/2023	HP-1308

EVENT
Scholarship Lunch

PARKS AND RECREATION FACILITY	QUANTITY	RATE	TOTAL
SLP Lounge	0		\$0.00
SLP Social Hall	0		\$0.00
SLP Club Room #2	0		\$0.00
SLP Club Room #3	0		\$0.00
SLP Club Room #4	0		\$0.00
SLP Muni Building	0		\$0.00
SLP Gymnasium	0		\$0.00
Community Center (HPCC)	4	\$41.00	\$164.00
Community Center (HPCC) + Senior Park	0		\$0.00
Senior Park + Pavillion	0		\$0.00
Perez Park Event Room A	0		\$0.00
Perez Park Event Room B	0		\$0.00
Perez Park Event Room C	0		\$0.00
Perez Park Event Room A+B+C	0		\$0.00
Perez Park Parking Lot	0		\$0.00
Freedom Park Community Center	0		\$0.00
Kitchen	1	\$78.00	\$78.00
Personnel (Staff Supervision)	4	\$19.00	\$76.00
Round Tables	10	\$6.87	\$68.70
Chairs (Black)	50	\$1.07	\$53.50
8 Ft. Rectangular Tables	4	\$8.25	\$33.00
Premium Speaker w/ Stand	1	\$61.10	\$61.10
Wireless Mic	1	\$47.47	\$47.47
Janitorial Fee	1	\$204.00	\$204.00
Application Fee (\$30 non-profit 501 C 3 only)	0		\$0.00
Application Fee (\$80 other)	0		\$0.00
DEPOSIT*Refundable			\$0.00
PAYMENTS / CREDITS			\$0.00
TOTAL DUE TO CITY OF HUNTINGTON PARK			\$785.77

DETAILS OF FACILITY USE

[illegible]

ATTACHMENT C



Facility Fee Waiver Application

Please read and carefully complete the following application. Failure to provide accurate information may result in a delay or denial of your request for a fee waiver. Please attach a copy of your Facility Rental Application to this form and return to the Department of Parks and Recreation. **Applications must be submitted at least 60 days before event.**

Submission of this application does not guarantee rental of facility.

A. CONTACT INFORMATION

Name of Group/Organization GFWC Women's Club of Huntington Park

Is this a non-profit organization ☒ YES ☐ NO Tax ID # (Non-profit only) 80-0290462

Applicant Name/Person Responsible Gloria Medina Title Secretary

Cell Phone (323) 229-7191 Alternate Phone (323) 229-7191

E-mail Address gloriamedina2859@yahoo.com

Address 6126 Middleton Street City Huntington Park State CA Zip 90255

B. FACILITY INFORMATION

Indicate the specific facility or facilities for which you are requesting a fee waiver

- | | |
|--|---|
| <input type="checkbox"/> FREEDOM PARK RECREATION CENTER | <input type="checkbox"/> FREEDOM PARK ATHLETIC FIELD |
| <input checked="" type="checkbox"/> HUNTINGTON PARK COMMUNITY CENTER | <input type="checkbox"/> KEVIN DE LEON SOCCER FIELD |
| <input type="checkbox"/> RAUL R. PEREZ MEMORIAL PARK RECREATION CENTER | <input type="checkbox"/> RAUL R. PEREZ MEMORIAL PARK ATHLETIC FIELD |
| <input type="checkbox"/> ROBERT H. KELLER PARK | <input type="checkbox"/> ROBERT H. KELLER PARK PICNIC SHELTER |
| <input type="checkbox"/> SALT LAKE PARK CLUB ROOM # _____ | <input type="checkbox"/> SALT LAKE PARK BALL FIELD # _____ |
| <input type="checkbox"/> SALT LAKE PARK BATTING CAGES | <input type="checkbox"/> SALT LAKE PARK GYMNASIUM |
| <input type="checkbox"/> SALT LAKE PARK LOUNGE | <input type="checkbox"/> SALT LAKE PARK SOCIAL HALL |
| <input type="checkbox"/> SALT LAKE PARK SOCCER SQUARE SENIOR PARK | |
| <input type="checkbox"/> OTHER _____ | |

C. EVENT INFORMATION

1. Event Description (provide a detailed description of the event, its purpose, and the activities that will take place).
The Women's Club of Huntington Park will have a general informal meeting lunch with other district's clubs
all get together and have a "conbidio" for everybody. We are celebrating the Women's Month.

Anticipated Daily Attendance 0 Anticipated Total Attendance 70

2. Is your organization an official non-profit organization 501(c)3? ☒ Yes ☐ No
• If yes, list the non-profit tax ID number 80-0290462

3. Will you be charging a fee for this event? ☐ Yes ☒ No
• If yes, list all fees:

4. Will the event be open to the public? ☐ Yes ☒ No
5. Is this event a fundraiser? ☐ Yes ☒ No

D. EVENT DATES AND TIMES

Set-up Date(s) <u>Saturday, March 11, 2023</u>	Set-up Start Time <u>11:00 am</u>
Event Start Date(s) <u>Saturday, March 11, 2023</u>	Event Start Time <u>11:30 am</u>
Event End Date <u>Saturday, March 11, 2023</u>	Event End Time <u>2:30 pm</u>
Breakdown Date(s) <u>Saturday, March 11, 2023</u>	Breakdown End Time <u>2:30 pm</u>

E. FEE WAIVER INFORMATION

Please complete ONLY the section which applies to your event (Intergovernmental Cooperation, Non-Profit, Private Business or Organization or City Sponsored Event)

- ☐ Intergovernmental Cooperation (Applicant is a government agency)

Name of Specific Department/Unit Responsible for Event _____

How does this event benefit the residents of Huntington Park?

The Women's Club of Huntington Park celebrate the Women's Month to recognized women that makes the
difference in our Community.

Why is it necessary to hold this event at a City facility?

The Women's Club celebrates the Month of the Women and it is important that our people recognize the facility
where we are having our events. The community will know that our City supports our events and will help
us to continue with our work of helping the community along with the City.

- ☐ Non-Profit Organization or Private Business, Organization or Individual

*Non-profit organization will be required to provide verification of tax-exempt status.

Do you provide a service solely to the residents of Huntington Park? ☐ Yes ☒ No

Indicate the negative impact or financial hardship that the normal facility fees would create for your event or agency.
You may attach a budget or financial statement for your organization to clarify the reason for your fee waiver request.

The Women's Club of Huntington Park is a non-profit and does not obtain any monetary assistance from
any agency or governmental department. We do our projects by donations and assistance such as we are

What significant value or benefit will your event provide to Huntington Park residents?

The benefit is that there are women need to be recognized during this month (and all year long) but this month of March is dedicated to the women that work and make a big different in our communities.

☐ City-Sponsored Event

See the Park Facility Use Fee Waiver Policy for details about City-sponsored event requests.

Does your organization have, or is it in the process of receiving, a tax-exempt status? ☐ Yes ☒ No

Explain why the City should be a co-sponsor of your event:

F. FEE WAIVER REQUEST

Are you requesting a 100% waiver of all applicable rental fees? ☒ Yes ☐ No

If "NO" which fees are you requesting to be waived? (Note: refundable security deposit may not be waived)

- | | |
|---|----------|
| <input type="checkbox"/> Facility Fee | \$ _____ |
| <input type="checkbox"/> Personnel (Staffing) | \$ _____ |
| <input type="checkbox"/> Janitorial | \$ _____ |
| <input type="checkbox"/> Equipment/Material | \$ _____ |

G. REQUIREMENTS

A completed facility rental application, facility fee waiver application, a letter requesting the fee waiver, and a document proving financial hardship must be submitted at least 60 days prior to the event. The letter of request shall include the following: (A) names and addresses of board members, (B) the event's purpose and benefits to the community, (C) the event's proposed budget including all revenues and expenditures, (D) how the event's proceeds are to be used. (Proceeds are to be used exclusively within the community for charitable or non-profit activities involving youth or adult programs). In addition, the person requesting the fee waiver must attend the commission and/or City Council meeting when the request is being considered.

CHECKLIST

☐ Facility Rental Application ☐ Facility Fee Waiver Application ☐ Request Letter ☐ Financial Document

H. REVIEW PROCESS

You will be notified within 5 business days of submission of your application whether your request has been denied or will be referred to the City Manager, Parks & Recreation Commission, and/or City Council for review. For additional details, review the Park Facility Use Fee Waiver Policy.

I. APPLICANT SIGNATURE

I understand and agree to abide by all of the Facility Fee Waiver and Facility Rental regulations of the City of Huntington Park and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

SIGNATURE Gloria Medina DATE 12/21/22

STAFF USE ONLY

APPLICATION RECEIVED BY _____ APPLICATION APPROVED BY _____

APPLICATION SUBMITTED _____ DOCUMENTS SUBMITTED ☐ Facility Rental Application ☐ Facility Fee Waiver Application
☐ Request Letter ☐ Financial Document

INVOICE CREATED BY _____ APPROVED BY _____

COMMENTS: _____



Facility Fee Waiver Application

Please read and carefully complete the following application. Failure to provide accurate information may result in a delay or denial of your request for a fee waiver. Please attach a copy of your Facility Rental Application to this form and return to the Department of Parks and Recreation. **Applications must be submitted at least 60 days before event.**

Submission of this application does not guarantee rental of facility.

A. CONTACT INFORMATION

Name of Group/Organization GFWC Women's Club of Huntington Park

Is this a non-profit organization ☒ YES ☐ NO Tax ID # (Non-profit only) 80-0290462

Applicant Name/Person Responsible Gloria Medina Title Secretary

Cell Phone (323) 229-7191 Alternate Phone (323) 229-7191

E-mail Address gloriamedina2859@yahoo.com

Address 6126 Middleton Street City Huntington Park State CA Zip 90255

B. FACILITY INFORMATION

Indicate the specific facility or facilities for which you are requesting a fee waiver

- | | |
|--|---|
| <input type="checkbox"/> FREEDOM PARK RECREATION CENTER | <input type="checkbox"/> FREEDOM PARK ATHLETIC FIELD |
| <input checked="" type="checkbox"/> HUNTINGTON PARK COMMUNITY CENTER | <input type="checkbox"/> KEVIN DE LEON SOCCER FIELD |
| <input type="checkbox"/> RAUL R. PEREZ MEMORIAL PARK RECREATION CENTER | <input type="checkbox"/> RAUL R. PEREZ MEMORIAL PARK ATHLETIC FIELD |
| <input type="checkbox"/> ROBERT H. KELLER PARK | <input type="checkbox"/> ROBERT H. KELLER PARK PICNIC SHELTER |
| <input type="checkbox"/> SALT LAKE PARK CLUB ROOM # _____ | <input type="checkbox"/> SALT LAKE PARK BALL FIELD # _____ |
| <input type="checkbox"/> SALT LAKE PARK BATTING CAGES | <input type="checkbox"/> SALT LAKE PARK GYMNASIUM |
| <input type="checkbox"/> SALT LAKE PARK LOUNGE | <input type="checkbox"/> SALT LAKE PARK SOCIAL HALL |
| <input type="checkbox"/> SALT LAKE PARK SOCCER SQUARE SENIOR PARK | |
| <input type="checkbox"/> OTHER _____ | |

C. EVENT INFORMATION

1. Event Description (provide a detailed description of the event, its purpose, and the activities that will take place).
The Women's Club of Huntington Park will have a general informal meeting lunch with other district's clubs.
all get together and have a "conbidio" for everybody. We are celebrating the Women's Month.

Anticipated Daily Attendance 0 Anticipated Total Attendance 70

2. Is your organization an official non-profit organization 501(c)3? ☒ Yes ☐ No

• If yes, list the non-profit tax ID number

80-0290462

3. Will you be charging a fee for this event? ☐ Yes ☒ No
• If yes, list all fees:

4. Will the event be open to the public? ☐ Yes ☒ No
5. Is this event a fundraiser? ☐ Yes ☒ No

D. EVENT DATES AND TIMES

Set-up Date(s) <u>Saturday, June 24, 2023</u>	Set-up Start Time <u>11:00 am</u>
Event Start Date(s) <u>Saturday, June 24, 2023</u>	Event Start Time <u>11:30 am</u>
Event End Date <u>Saturday, June 24, 2023</u>	Event End Time <u>3:00 pm</u>
Breakdown Date(s) <u>Saturday, June 24, 2023</u>	Breakdown End Time <u>2:30 pm</u>

E. FEE WAIVER INFORMATION

Please complete ONLY the section which applies to your event (Intergovernmental Cooperation, Non-Profit, Private Business or Organization or City Sponsored Event)

- ☐ Intergovernmental Cooperation (Applicant is a government agency)

Name of Specific Department/Unit Responsible for Event _____

How does this event benefit the residents of Huntington Park?

The Women's Club of Huntington Park will host its annual Scholarship Lunch. We will give about 5 to 10
scholarships for our High School students in the City of Huntington Park.

Why is it necessary to hold this event at a City facility?

The Women's Club Host the Annual Scholarship Lunch and it is important that our people recognize the facility
where we are having our events. The community will know that our City supports our events and will help
us to continue with our work of helping the community along with the City.

- ☐ Non-Profit Organization or Private Business, Organization or Individual

*Non-profit organization will be required to provide verification of tax-exempt status.

Do you provide a service solely to the residents of Huntington Park? ☐ Yes ☒ No

Indicate the negative impact or financial hardship that the normal facility fees would create for your event or agency. You may attach a budget or financial statement for your organization to clarify the reason for your fee waiver request.

The Women's Club of Huntington Park is a non-profit and does not obtain any monetary assistance from
any agency or governmental department. We do our projects by donations and assistance such as we are

What significant value or benefit will your event provide to Huntington Park residents?

The benefit is that we recognized the students in our City of that enhance other students to look forward for the next year scholarship from our Club.

☐ City-Sponsored Event

See the Park Facility Use Fee Waiver Policy for details about City-sponsored event requests.

Does your organization have, or is it in the process of receiving, a tax-exempt status? ☐ Yes ☒ No

Explain why the City should be a co-sponsor of your event:

F. FEE WAIVER REQUEST

Are you requesting a 100% waiver of all applicable rental fees? ☒ Yes ☐ No

If "NO" which fees are you requesting to be waived? (Note: refundable security deposit may not be waived)

- | | |
|---|----------|
| <input type="checkbox"/> Facility Fee | \$ _____ |
| <input type="checkbox"/> Personnel (Staffing) | \$ _____ |
| <input type="checkbox"/> Janitorial | \$ _____ |
| <input type="checkbox"/> Equipment/Material | \$ _____ |

G. REQUIREMENTS

A completed facility rental application, facility fee waiver application, a letter requesting the fee waiver, and a document proving financial hardship must be submitted at least 60 days prior to the event. The letter of request shall include the following: (A) names and addresses of board members, (B) the event's purpose and benefits to the community, (C) the event's proposed budget including all revenues and expenditures, (D) how the event's proceeds are to be used. (Proceeds are to be used exclusively within the community for charitable or non-profit activities involving youth or adult programs). In addition, the person requesting the fee waiver must attend the commission and/or City Council meeting when the request is being considered.

CHECKLIST

☐ Facility Rental Application ☐ Facility Fee Waiver Application ☐ Request Letter ☐ Financial Document

H. REVIEW PROCESS

You will be notified within 5 business days of submission of your application whether your request has been denied or will be referred to the City Manager, Parks & Recreation Commission, and/or City Council for review. For additional details, review the Park Facility Use Fee Waiver Policy.

I. APPLICANT SIGNATURE

I understand and agree to abide by all of the Facility Fee Waiver and Facility Rental regulations of the City of Huntington Park and other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

SIGNATURE Gloria Medina DATE 12/21/22

STAFF USE ONLY

APPLICATION RECEIVED BY _____ APPLICATION APPROVED BY _____

APPLICATION SUBMITTED _____ DOCUMENTS SUBMITTED ☐ Facility Rental Application ☐ Facility Fee Waiver Application
☐ Request Letter ☐ Financial Document

INVOICE CREATED BY _____ APPROVED BY _____

COMMENTS: _____

ATTACHMENT "D"



WOMEN'S CLUB

HUNTINGTON PARK

Promoting health, education and social justice for women and working families.

January 4, 2023

CO-FOUNDER
Ofelia Hernandez

PRESIDENT
Ivonne Correa

1st VICE PRESIDENT
Evelia Castillo-Rodriguez

2nd VICE PRESIDENT
Cristina Basurto

TREASURER
Evelia Castillo-Rodriguez

RECORDING SECRETARY
Gloria Medina

PARLIAMENTARIAN
Blanca Claire

HISTORIAN
Vacant

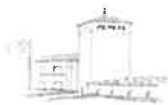
MEMBERSHIP CHAIR
Vacant



GFWC
Women's Club of
Huntington Park,
Est. 1907

Address:
6126 Middleton St.
Huntington Park, CA 90255

E-Mail:
Women39sclub@yahoo.com



Honorable City Councilmembers,

I write on behalf of the GFWC Women's Club of Huntington Park to request your assistance to waive the fee for the rental of the Salt Lake Park Social Hall on Saturday, March 11, 2023 for the International Women's Month.

The Women's Club of Huntington Park celebrates the International Women's Day by recognizing the outstanding leaders that we have in our community and in our governmental area.

As you know, we have the privilege of having very strong and outstanding women in our Supervisorial area as well as our Senate. We do also recognize that in our City Council count with extraordinary women that make the difference in our City and in our neighboring cities.

The purpose of the luncheon is to honor and recognized such wonderful women in our community. This also provide the initiative to our young generation to be part of the leadership in the world by knowing what these women had done and doing to help us to have a better world. The Women's Club of Huntington Park is the only club in our Federation that celebrates the International Women's Month.

The budget is limited to pay the expenses required to have a luncheon, and we are asking the City Council to assist with the waver for this event. We hope that our City will help us to continue to bring such an event.

We are expecting and estimated budget for this event to be about \$650.

Food and Beverage	\$350.00
Marketing & Print	\$175.00
Certificates	\$ 75.00
Miscellaneous	<u>\$ 50.00</u>
Total	\$650.00

This luncheon is FREE for everybody. We do not make any profit. We only obtain the benefit of knowing that we are helping and making the difference.

Sincerely,

Gloria Medina
Secretary



WOMEN'S CLUB

HUNTINGTON PARK

Promoting health, education and social justice for women and working families.

CO-FOUNDER
Ofelia Hernandez

PRESIDENT
Ivonne Correa

1st VICE PRESIDENT
Evelia Castillo-Rodriguez

2nd VICE PRESIDENT
Cristina Basurto

TREASURER
Evelia Castillo-Rodriguez

RECORDING SECRETARY
Gloria Medina

PARLIAMENTARIAN
Blanca Claire

HISTORIAN
Vacant

MEMBERSHIP CHAIR
Vacant



GFWC
Women's Club of
Huntington Park,
Est. 1907

Address:
6126 Middleton St.
Huntington Park, CA 90255

E-Mail:
Women39sclub@yahoo.com



January 4, 2023

Honorable City Councilmembers,

I write on behalf of the GFWC Women's Club of Huntington Park to request your assistance to waive the fee for the rental of the Salt Lake Park Social Hall on Saturday, June 24, 2023 for the Scholarship Luncheon.

The Women's Club of Huntington Park had giving for several years scholarships to our Seniors of our Huntington Park High Schools. The schools are invited to participate in our competition by giving a speech of our theme (TBD).

The Women's Club of Huntington Park throughout the year we have different small fundraisings to obtain the money for the scholarships for our students. We give about ten (10) scholarships from \$100 to \$500. We do have some of our members who offer a scholarship on behalf of their parents.

Our budget is limited for the expenses required to have a luncheon who not only the students are invited, but also their families. Knowing how important is the education in our City, we are asking the City Council to help us by waving the fees for this event.

We are expecting and estimated budget for this event to be about \$775.

Food and Beverage	\$400.00
Marketing & Print	\$100.00
Certificates	\$175.00
Miscellaneous	<u>\$ 50.00</u>
Total	\$775.00

This luncheon is FREE. We do not make any profit. We only obtain the benefit of knowing that we are helping and making the difference.

Sincerely,

Gloria Medina
Secretary

ITEM NO. 12



CITY OF HUNTINGTON PARK

Department of Parks and Recreation
City Council Agenda Report

February 7, 2023

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 AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR PRODUCTION SERVICES WITH PAGEANTRY PARADES TO PLAN AND PRODUCE THE CITY OF HUNTINGTON PARK'S 2023 AND 2024 HOLIDAY PARADES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve authorization of Pageantry Parades as a sole source, in the amount of \$33,100 for the Annual Holiday Parade Production of 2023 and 2024; and
2. Authorize City Manager to enter into a 2-year agreement with Pageantry Parades to complete the Holiday Parade Production for 2023 and 2024.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park and its residents eagerly await the Annual Holiday Parade each year, which brings the community together and offers joy to all. The Holiday Committee carefully plans the parade while keeping costs in mind, and Pageantry Parades has been providing excellent coordination and service for the City in recent years. The cost for 2023 and 2024 Parade Production is \$16,550 each, totaling \$33,100 for both. To maintain the professional quality of the televised event, staff supports a two (2) year sole-source agreement with Pageantry Parades.

FISCAL IMPACT/FINANCING

Funding for the 2023 Holiday Parade Production will be requested in the City's FY 23-24 Budget and 24-25 Budget.

CONSIDERATION AND APPROVAL OF AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR PRODUCTION SERVICES WITH PAGEANTRY PARADES TO PLAN AND PRODUCE THE CITY OF HUNTINGTON PARK'S 2023 AND 2024 HOLIDAY PARADES

February 7, 2023

Page 2 of 2

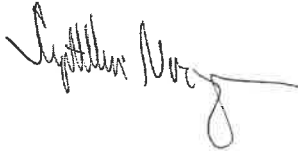
CONCLUSION

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

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 'Cynthia Norzagaray', with a stylized flourish at the end.

CYNTHIA NORZAGARAY
Director of Parks and Recreation

ATTACHMENT(S)

A. Pageantry Parades productions proposal

ATTACHMENT "A"

PAGEANTRY PARADES

PO Box 2400

Downey, CA 90242

T: (562) 746 - 2300

F: (562) 869 - 1927

E: PAGEANTRYEVENTS@AOL.COM

W: PAGEANTRYPARADES.COM



NOVEMBER 16, 2023

**HUNTINGTON PARK HOLIDAY PARADE
ATTN: CYNTHIA NORZAGARAY - DIRECTOR
DEPARTMENT OF PARKS & RECREATION
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255**

WE AT **PAGEANTRY PARADES**, HEREBY FURTHER KNOWN AS **PAGEANTRY**, AGREE TO ASSIST THE CITY OF HUNTINGTON PARK, HEREBY FURTHER KNOWN AS **HPHP**, IN PRODUCING THEIR 72ND ANNUAL HUNTINGTON PARK HOLIDAY PARADE ON SATURDAY - DECEMBER 9, 2023 @ 6:00PM AND 73RD ANNUAL HUNTINGTON PARK HOLIDAY PARADE ON SATURDAY - DECEMBER 14, 2023 @ 6:00PM. WE AGREE TO ASSIST THE **HPHP** WITH THE USE OF OUR MOST UP-TO-DATE MAILING LIST TO OBTAIN ENTRIES FOR THE DAY OF PARADE.

I. PAGEANTRY IS RESPONSIBLE FOR THE FOLLOWING ITEMS:

- A. GRAND MARSHAL PLAQUE (1)
- B. ALL NECESSARY PARTICIPANT VEHICLE PASSES
- C. ALL NECESSARY UNIT NUMBERS WITH PINS FOR DAY OF PARADE
- D. PARADE STAFF, INCLUDING BUT NOT LIMITED TO, CHECK-IN, FORMATION AREA, AND ANNOUNCER (IF NEEDED)
- E. A REPRESENTATIVE TO ATTEND ALL NECESSARY PARADE MEETINGS
- F. PREPARE AND MAIL ALL APPLICATIONS, LETTERS OF ACCEPTANCE, NON-ACCEPTANCE, MAPS, PASSES, ETC ...
- G. MAINTAIN A DATABASE OF ALL COMPLETED APPLICATIONS AND VIP / DIGNITARIES AND FORMULATE THE PARADE LINE-UP
- H. WRITE THE PARADE SCRIPT AND PROVIDE THREE (3) HARD COPIES IN A FOLDER TO THE ANNOUNCER(S) AND / OR TV FOR USE DAY OF THE EVENT

- I. ANSWER CALLS, E-MAILS, AND FAXES TO THE **PAGEANTRY** OFFICE FROM **HPHP**, PARTICIPANTS, AND LOCAL AGENCIES DURING OFFICE HOURS; MONDAY - FRIDAY (10:00AM - 4:00PM)
- J. COORDINATE / MANAGE ALL ASPECTS OF THE PARADE ON THE DAY OF THE EVENT INCLUDING BUT NOT LIMITED TO CHECK IN, FORMATION AREA(S), COMMUNICATION WITH STAFF, TV CREW, VOLUNTEERS, AND CITY OFFICIALS, AND HAVING ON HAND ALL NECESSARY PAPERWORK (LINE-UPS. MAPS, LETTERS, PASSES, SCRIPTS, VIP / DIGNITARY SIGNS), AND ANY ADDITIONAL PARADE COMMITTEE APPROVED ITEMS (AWARDS, RIBBONS, ETC)
- K. COORDINATE WITH LOCAL OFFICIALS IN REGARDS TO PERMITS, STREET CLOSURES, BARRICADES / BARRIERS, PORTABLE RESTROOMS, CITY STAFFING REQUIRED FOR THE PARADE
- L. USE APPROVED **BAND** TRANSPORTATION / ASSISTANCE FUNDS TO SECURE MARCHING BANDS FOR THE PARADE
- M. HELP ACQUIRE VIP CARS (CONVERTIBLES) FOR USE BY DIGNITARIES IN THE PARADE.
[LIMITED TO TEN TRIPS UNLESS OTHERWISE AGREED TO BY **PAGEANTRY**]
[A TRIP CONSTITUTES ONE TIME THROUGH THE PARADE]
- N. MAINTAIN A MINIMUM INSURANCE COVERAGE OF ...
 - I. GENERAL LIABILITY
 - A. \$1,000,000 (EACH OCCURRENCE)
 - B. \$2,000,000 (GENERAL AGGREGATE)
 - II. AUTO LIABILITY
 - A. HIRED
 - B. NON OWNED
 - C. SCHEDULED
 - D. PHYSICAL DAMAGE
 - III. WORKERS COMPENSATION

II. PAGEANTRY WILL PROVIDE UPON REQUEST AND BUDGET APPROVAL BY **HPHP** THE FOLLOWING ITEMS:

- A. PARADE JUDGING ASSOCIATION TO JUDGE ALL NON-DIGNITARY UNITS IN THE PARADE AND COORDINATE THE AWARD CEREMONY UPON THE CONCLUSION OF THE PARADE
- B. AWARDS PACKAGE
 - I. A MINIMUM OF 3 TOP AWARDS
 - A. MUSICAL SWEEPSTAKES AWARD (1) - HIGHEST SCORING BAND
 - B. SANTA AWARD (1) - HIGHEST SCORING NOVELTY OR DANCE UNIT
 - C. MAYOR'S AWARD (1) - BEST LOCAL ENTRY
 - D. ALL NECESSARY 1ST, 2ND, AND 3RD PLACE AWARDS FOR EACH CLASS / CATEGORY OFFERED

- C. ACQUIRE A SANTA CLAUS FOR THE USE IN THE PARADE AND AT THE VIP HOSTING FOR THE HOURS OF 5:00PM - 10:00PM, OR UPON THE CONCLUSION OF THE PARADE, WHICHEVER COMES FIRST
- D. ACQUIRE THE REVIEWING / JUDGES STAND INCLUDING, ELECTRICAL POWER, PA SYSTEM, MICROPHONE, TABLES, AND CHAIRS FOR EVENING OF THE PARADE
- E. ANY ITEM(S), LISTED OR UNLISTED, UNDER ADDITIONAL BUDGET ITEMS (SECTION III) THAT HAVE NOT BEEN SPECIFICALLY NAMED IN THIS SECTION

III. FEE SCHEDULE

2023 HUNTINGTON PARK HOLIDAY PARADE

MAIN BUDGET ITEMS: (REQUIRED)

PARADE COORDINATION	-----	\$11,000.00
<hr/>		
TOTAL MAIN BUDGET ITEMS	-----	\$11,000.00

SECONDARY BUDGET ITEMS: (REQUIRED)

BAND ASSISTANCE	-----	\$ 4,000.00
VIP CAR TRIPS (10)	-----	\$ 1,250.00
VIP / DIGNITARY SIGNS (10)	-----	\$ 300.00

2024 HUNTINGTON PARK HOLIDAY PARADE

MAIN BUDGET ITEMS: (REQUIRED)

PARADE COORDINATION	-----	\$11,000.00
<hr/>		
TOTAL MAIN BUDGET ITEMS	-----	\$11,000.00

SECONDARY BUDGET ITEMS: (REQUIRED)

BAND ASSISTANCE	-----	\$ 4,000.00
VIP CAR TRIPS (10)	-----	\$ 1,250.00
VIP / DIGNITARY SIGNS (10)	-----	\$ 300.00

2023 / 2024 ADDITIONAL BUDGET ITEMS: (IF REQUESTED)

NEW ORLEANS JAZZ BAND	-----	\$ 3,000.00
PROFESSIONAL JUDGES ASSOCIATION	-----	\$ 1,500.00
HORSE DRAWN VEHICLES (EACH)	-----	\$ 1,250.00
VIP / DIGNITARY RIBBONS	-----	\$ 850.00
ANTIQUE FIRE TRUCK	-----	\$ 600.00
CERTIFICATE OF INSURANCE	-----	\$ 250.00
VIP CARS (EACH TRIP, ADDITIONAL)	-----	\$ 120.00
PLAQUES (EACH, ADDITIONAL)	-----	\$ 80.00
VIP / DIGNITARY SIGNS (PER SET)	-----	\$ 30.00
SCRIPTS (EACH, ADDITIONAL)	-----	\$ 25.00
ADDITIONAL INSURANCE	-----	\$ TBD
PROFESSIONAL FLOATS (EACH)	-----	\$ TBD
SANTA CLAUS	-----	\$ TBD

IV. HPHP HEREBY AGREES TO PROVIDE / PERFORM THE FOLLOWING:

- A. PARADE HOSTING FOR DIGNITARIES
- B. PORTABLE RESTROOMS IN THE FORMATION AREA, DISBANDING AREA, ANNOUNCERS STAND, AND THE PARADE ROUTE
- C. DISTRIBUTE APPLICATIONS TO LOCAL ENTRIES
- D. DISTRIBUTE ALL PRESS RELEASES TO LOCAL MEDIA
- E. ACT AS LIAISON BETWEEN LOCAL SERVICE CLUBS, BUSINESSES, CITY AGENCIES AND **PAGEANTRY**
- F. CLEAR ALL NECESSARY PERMITS
- G. ACQUIRE THE GRAND MARSHAL AND ANY PARADE MARSHALS
- H. PROVIDE OWN BANNERS AND BANNER CARRIERS
- I. ARRANGE FOR REVIEWING STAND INCLUDING, ELECTRICAL POWER, TABLES, CHAIRS AND SOUND SYSTEM (WITH MICROPHONE) FOR DAY OF PARADE
- J. SUPPLY ADDITIONAL STAFF FOR DAY OF PARADE
- K. ARRANGE AND CARRY NECESSARY INSURANCE WHICH IS PRIMARY TO **PAGEANTRY**
- L. COORDINATE FOR THE FORMATION AREA, PARADE ROUTE AND DISBANDING AREA TO BE POSTED WITH "NO PARKING" SIGNS
- M. ARRANGE FOR AWARDS CEREMONY TO ANNOUNCE WINNERS (IF APPLICABLE)
- N. ACQUIRE SANTA FOR USE IN PARADE

V. PAYMENT

WE PROPOSE TO FURNISH LABOR AND / OR MATERIALS, COMPLETED AND IN ACCORDANCE WITH / TO THE ABOVE SPECIFICATIONS, AND SUBJECT TO THE CONDITIONS OUTLINED IN THIS AGREEMENT FOR THE MINIMUM SUM UNDER MAIN BUDGET ITEMS AND SECONDARY BUDGET ITEMS OF ...

Sixteen Thousand Five Hundred Fifty Dollars and Zero Cents **\$16,550.00**

PAYMENT IS DUE IN FULL AS FOLLOWS:

PAYABLE TO: **PAGEANTRY PARADES**
C/O DAVID SARELL
PO Box 2400
DOWNEY, CA 90242
(562) 746 - 2300

EVENT: 72ND ANNUAL HUNTINGTON PARK HOLIDAY PARADE

DATE / TIME: WEDNESDAY - DECEMBER 6, 2023 @ 12:00PM *

EVENT: 73RD ANNUAL HUNTINGTON PARK HOLIDAY PARADE

DATE / TIME: WEDNESDAY - DECEMBER 11, 2024 @ 12:00PM *

* TOTAL ABOVE IS FOR **MAIN BUDGET ITEMS** AND **SECONDARY BUDGET** ITEMS ONLY. THIS DOES NOT INCLUDE ANY FUNDS APPROVED BY THE PARADE COMMITTEE UNDER **ADDITIONAL BUDGET ITEMS**, WHICH ARE ALSO DUE AT THE SAME DATES / TIMES LISTED ABOVE.

VI. CANCELATION POLICY

IN THE EVENT OF CANCELLATION, THE FOLLOWING POLICIES AND / OR PENALTIES WILL BE IN EFFECT.

72ND ANNUAL HUNTINGTON PARK HOLIDAY PARADE

IF CANCELLED BY:

09/09/23 @ 12:00PM	-----	\$6,000.00*
10/09/23 @ 12:00PM	-----	\$7,250.00*
11/09/23 @ 12:00PM	-----	\$8,500.00*

73RD ANNUAL HUNTINGTON PARK HOLIDAY PARADE

IF CANCELLED BY:

09/14/24 @ 12:00PM	-----	\$6,000.00*
10/14/24 @ 12:00PM	-----	\$7,250.00*
11/14/24 @ 12:00PM	-----	\$8,500.00*

* FOR **MAIN BUDGET ITEMS** ONLY, DOES NOT INCLUDE **SECONDARY BUDGET** ITEMS NOR PENALTIES INCURRED FOR CANCELLATION OF CONFIRMED **ADDITIONAL BUDGET** ITEMS SUCH AS HORSE DRAWN VEHICLES, FLOATS, JUDGES, VIP RIBBONS, ETC ...

UPON WRITTEN NOTICE OF CANCELLATION, **PAGEANTRY** WILL SUBMIT A FINAL INVOICE(S) FOR TOTAL CANCELLATION COSTS. PAYMENT OF INVOICE(S) SHOULD BE MADE WITHIN 15 DAYS OF CANCELLATION NOTICE.

ANY NOTICE GIVEN AFTER 11/09/23 AND 11/14/24, RESPECTIVELY, WILL RESULT IN A PENALTY OF 100% OF ALL **MAIN BUDGET** ITEMS, **SECONDARY BUDGET** ITEMS, AND **ADDITIONAL BUDGET** ITEMS CONFIRMED BY **PAGEANTRY** AT THE TIME OF CANCELLATION.

VII. CONFIDENTIALITY AGREEMENT

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS RESPECTFULLY SUBMITTED ARE BETWEEN **PAGEANTRY** AND **HPHP** AND THEIR RESPECTIVE REPRESENTATIVES. THE CONTENTS OF THIS AGREEMENT ARE A PRIVATE CONTRACT BETWEEN THE TWO PARTIES AND AS SUCH THE DETAILS SHALL NOT BE SHARED WITH ANY PERSON, ORGANIZATION, OR ENTITY WITHOUT THE EXPRESS WRITTEN CONSENT OF **PAGEANTRY** AND/OR DAVID SARELL.

VIII. ACCEPTANCE

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS RESPECTFULLY SUBMITTED ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZING **PAGEANTRY** TO DO THE WORK AS SPECIFIED.

DATE OF ACCEPTANCE:

BY: David A. Sarell
(PAGEANTRY PARADES)

DATE: 1/27/23

BY: _____
(CITY OF HUNTINGTON PARK)

DATE: _____

BY: _____
(CITY OF HUNTINGTON PARK)

DATE: _____

ALL PARADE PAPERWORK (APPLICATIONS, MAPS, PASSES, ACCEPTANCE LETTERS, ETC ..), THE INFORMATION AND LANGUAGE CONTAINED WITHIN, AND THE SUBMITTED APPLICATIONS, WHETHER ON-LINE OR HARD COPY, WITH THE EXCEPTION OF LOCAL ENTRY CONTACT INFORMATION, IS THE SOLE PROPERTY OF **PAGEANTRY** AND DAVID SARELL. ANY USE OF THESE FORMS, INFORMATION, OR LANGUAGE WITHOUT THE EXPRESS WRITTEN CONSENT OF **PAGEANTRY** AND/OR DAVID SARELL IS PROHIBITED.