

CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

Monday, November 4, 2024

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

Karina Macias
Mayor

Arturo Flores
Vice Mayor

Eduardo “Eddie” Martinez
Council Member



Jonathan A. Sanabria
Council Member

Esmeralda Castillo
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

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

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

ADDITIONS/DELETIONS TO AGENDA

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

IMPORTANT NOTICE

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

CALL TO ORDER

ROLL CALL

Mayor Karina Macias
Vice Mayor Arturo Flores
Council Member Eduardo “Eddie” Martinez
Council Member Jonathan A. Sanabria
Council Member Esmeralda Castillo

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. PRESENTATION OF BREAST CANCER AWARENESS MONTH PROCLAMATION TO ALTAMED
2. NATIONAL DIABETES AWARENESS MONTH PROCLAMATION
3. SHOP SMALL BUSINESS SATURDAY PROCLAMATION

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
Consideration of one (1) potential case
2. CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Agency designated representatives: Ricardo Reyes
Employee organization: Huntington Park POA
3. PUBLIC EMPLOYMENT
Government Code Section 54957(b)(1)
Title: Various City Directors

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

IT IS RECOMMENDED THAT CITY COUNCIL:

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

1. Regular City Council Meeting held October 21, 2024

2. SECOND READING AND ADOPTION OF ORDINANCE TO ADOPT A NEW FLOODPLAIN MANAGEMENT PLAN; TO COORDINATE WITH THE CALIFORNIA BUILDING STANDARDS CODE; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Waive full reading and adopt Ordinance by title and adopt a new floodplain management plan; to coordinate with the California building standards code; to adopt flood hazard maps; to designate a floodplain administrator; and for other purposes; providing for severability and an effective date.

FINANCE

3. CHECK REGISTERS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated November 4, 2024

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

1. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA AMENDING TITLE 2, CHAPTER 3, ARTICLE 4, SECTION 2-3.405(C) OF THE HUNTINGTON PARK MUNICIPAL CODE

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Introduce Ordinance of the City of Huntington Park Amending Title 2, Chapter 3, Article 4, Section 2-3.405(c) as described below to remove the language resting authority with the City Council to appoint, transfer, promote, demote, reinstate, layoff and suspend, or dismiss the City's Directors/Department Heads.

COMMUNICATIONS

2. RECOMMENDATIONS FOR SPECIALIZED PROFESSIONAL PUBLIC AFFAIRS AND STRATEGIC PLANNING SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Review and consider recommended options provided by staff to obtain specialized professional public affairs and strategic planning services.

COMMUNITY DEVELOPMENT

3. CONSIDERATION AND APPROVAL TO SOLICIT ON CALL BUILDING AND SAFETY, PLANNING, AND ARCHITECTURAL SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide On Call Building and Safety, Planning and Architectural Services.

4. CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO MNS ENGINEERING INC. FOR COMMUNITY DEVELOPMENT SERVICES.

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a Professional Services Contract to MNS Engineers, INC. for the management and administrative services related to the City's Community Development Block Grant (CDBG), and other programs funded through the U.S. Department of Housing and Urban Development (HUD) and California Department of Housing and Community Development (HCD).
2. Authorize the City Manager to execute the contract agreement.

CITY CLERK

5. COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Make appointments to Commissions consistent with provisions set forth in Resolution No. 2015-19.

END OF REGULAR AGENDA

PUBLIC HEARING(S)

COMMUNITY DEVELOPMENT

1. CONSIDERATION AND APPROVAL OF TWO RESOLUTIONS SUPPORTING THE CITY'S APPLICATION TO THE PROHOUSING DESIGNATION PROGRAM AND THE PROHOUSING INCENTIVE PROGRAM

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing; and
2. Take public testimony; and
3. Adopt Resolution No. 2024-26 supporting the City's application to the California Housing and Community Development Department Prohousing Designation Program and authorizing City staff to submit the application for formal review; and
4. Adopt Resolution No. 2024-27 supporting the City's application to the California Housing and Community Development Department Prohousing Incentive Program and authorizing City staff to submit the grant application with any corrections per the formal review; and
5. Authorize the City Manager to sign all documents relative to the application.

CITY MANAGER

2. CONSIDERATION AND ADOPTION OF THE RENT STABILIZATION ORDINANCE

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing to review and discuss the proposed Rent Stabilization Ordinance; and
2. Take public testimony regarding the ordinance; and
3. Waive first reading and introduce Ordinance establishing rent stabilization measures for the City of Huntington Park; and
4. Schedule the second reading and adoption of the ordinance for the November 18, 2024, meeting.

END OF PUBLIC HEARING(S)

DEPARTMENTAL REPORTS

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Esmeralda Castillo

Council Member Jonathan A. Sanabria

Council Member Eduardo "Eddie" Martinez

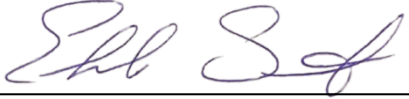
Vice Mayor Arturo Flores

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn the meeting to a Regular Meeting on Monday, November 18, 2024 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 31st day of October 2024.

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

Eduardo Sarmiento, City Clerk

CONSENT CALENDER

ITEM 1

MINUTES

Meeting of the
City of Huntington Park City
Council Monday, October 21, 2024

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Monday, October 21, 2024, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

PRESENT: Council Member(s): Esmeralda Castillo, Eduardo “Eddie” Martinez, Vice Mayor Arturo Flores (arrived @6:35pm during Closed Session), and Mayor Karina Macias

ABSENT: Council Member: Jonathan Sanabria

CITY OFFICIALS/STAFF: Ricardo Reyes City Manager; Eduardo Sarmiento City Clerk; Steve Forster Director of Community Development; Gerardo “Jerry” Lopez Director of Public Works; Cynthia Norzagaray Director of Parks and Recreation, Sergio Infanzon Director of Communications; Arnold M. Alvarez Glasman City Attorney.

INVOCATION

Mayor Macias led the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Castillo led the Pledge of Allegiance

PRESENTATION(S)

1. **HISPANIC HERITAGE MONTH RECOGNITION TO LOCAL COMMUNITY MEMBERS**
2. **BREAST CANCER AWARENESS MONTH PROCLAMATION**
3. **DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION**
4. **PET OF THE MONTH**

PUBLIC COMMENTS

Nobody Provided Public Comment

STAFF RESPONSE

Mayor Macias requested that we upload our Pet of the Month presentation on our city website and social media.

CLOSED SESSION

RECESS TO CLOSED SESSION @ 6:29pm

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Consideration of one (1) potential case

2. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency designated representatives: Ricardo Reyes
Employee organization: Huntington Park POA
3. **PUBLIC EMPLOYMENT**
Government Code Section 54957(b)(1)
Title: Various City Directors

MEETING RECONVENED @ 7:46pm

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Glassman reported that the record should reflect that all four out of the five members of the City Council were present Council Member(s) Castillo, Martinez, Vice Mayor Flores and Mayor Macias were present. The Item in the closed session titled Anticipated Litigation was discussed; no action was taken; nothing to report. The council was briefed, and direction was provided. The Item titled Conference with Labor Negotiators; councilmembers were briefed; direction was provided for Ricardo Reyes, nothing to report. The Item titled Public Employment: councilmembers were briefed; no action was taken; nothing to report.

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 October 1, 2024

FINANCE

2. CHECK REGISTER

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated October 21, 2024

MOTION: Councilmember Martinez motioned to approve the item. The motion was seconded by Councilmember Castillo. The motion was carried out by unanimous consent.

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

NOES: Council Member (s): None

ABSENT: Council Member(s): Sanabria

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

1. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO VALLEY ALARM FOR FIRE ALARM SYSTEM MONITORING AND MAINTENANCE

MOTION: Councilmember Martinez motioned to approve the item. The motion was seconded by Councilmember Castillo. The motion was carried out by unanimous consent.

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

NOES: Council Member (s): None

ABSENT: Council Members (s): Sanabria

2. AWARD OF PROFESSIONAL SERVICES CONTRACT- SALT LAKE PARK ARCHITECTURAL SERVICES OF INFRASTRUCTURE ARCHITECTS

MOTION: Mayor Macias motioned to approve the item. The motion was seconded by Councilmember Castillo. The motion was carried out by unanimous consent.

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

NOES: Council Member (s): None

ABSENT: Council Members (s): Sanabria

COMMUNITY DEVELOPMENT

3. AWARD OF A PROFESSIONAL SERVICE AGREEMENT (PSA) FOR ON

AND OFF-STREET PARKING DATA COLLECTION PERSUANT TO MEASURE PP

MOTION: Councilmember Martinez motioned to approve the item. The motion was seconded by Vice Mayor Flores. The motion was carried out by unanimous consent.

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

NOES: Council Member (s): None

ABSENT: Council Members (s): Sanabria

PARKS AND RECREATION

4. CONSIDERATION AND APPROVAL OF AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR THE INSTALLATION, REMOVAL AND STORAGE OF HOLIDAY DECORATIONS OF PACIFIC BOULEVARD BY SIERRA INSTALLATIONS FOR THE 2024 AND 2025 HOLIDAY SEASON

MOTION: Councilmember Martinez motioned to approve the item. The motion was seconded by Councilmember Castillo. The motion was carried out by unanimous consent.

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

NOES: Council Member (s): None

ABSENT: Council Members (s): Sanabria

CITY CLERK

5. CONSIDERATION OF RESOLUTION AMENDING THE CITY OF HUNTONTON PARK'S CONFLICT OF INTEREST CODE IN ACCORDANCE WITH THE POLITICAL REFORM ACT

MOTION: Councilmember Martinez motioned to approve the item. The motion was seconded by Vice Mayor Flores. The motion was carried out by unanimous consent.

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

NOES: Council Member (s): None

ABSENT: Council Members (s): Sanabria

PUBLIC HEARING(S)

COMMUNITY DEVELOPMENT

- 1. CONSIDERATION AND APPROVAL OF ORDINANCE TO ADOPT A NEW FLOODPLAIN MANAGEMENT PLAN; TO COORDINATE WITH THE CALIFORNIA BUILDING STANDARDS CODE; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

MOTION: Councilmember Martinez motioned to approve the item. The motion was seconded by Vice Mayor Flores. The motion was carried out by unanimous consent.

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

NOES: Council Member (s): None

ABSENT: Council Members (s): Sanabria

PUBLIC COMMENTS

Public Comments Opened: 7:59pm
Nobody Provided public comments
Public Comments Closed: 7:59pm

DEPARTMENTAL REPORTS

Parks and Recreation: Parks and Recreation Director Cynthia Norzagaray reported a few upcoming events. On Wednesday, October 23rd from 3-7pm Department will host their "Lights After School Event". On Saturday from 3-6pm, there will be a sneak peak at the Haunted House event, the fee is \$5. Thursday, October 31st 4-8pm department will be hosting its Halloween event and Haunted House event.

City Clerk: City Clerk Eduardo Sarmiento stated how Vice Mayor Flores appointed Stacey Martinez to the Civil Service Commission. Brought up the urgency and reminder to go out and vote as soon as possible. There is a list of designated voting centers located throughout the City of Huntington Park, the list is on the city website and at the City Clerk's office.

Communications: Communication Director Sergio Infanzon invited the public to use our social media and community programs. Fair Housing Foundation specifically can help a lot of people with their assistance. There will be a presentation on November 2nd from our Health and Education Commission.

WRITTEN COMMUNICATIONS

NONE

COUNCIL COMMUNICATIONS

Councilmember Castillo thanked staff and directors for their hard work. She invited everyone to come out and help during our community clean up on Saturday, October 26th, 2024. She also wishes our new Director of Public Works Gerardo Lopez a happy birthday.

Councilmember Martinez mentioned how he was excited about the Saturday clean up. He invited the community to the cleanup.

Vice Mayor Flores stated he looks forward to the cleanup. He wished Gerardo Lopez Director of Public Works a Happy Birthday. He asked a few questions regarding the parking mentioned tonight. He would like to see an agenda item allowing pets back into the parks (preferably during the next council meeting). He also thanked staff and welcomed Attorney Arnold M. Glassman. He also requested we order a new name plaque for Gerardo Lopez, our Public Works Director.

Mayor Macias thanked staff, directors, and volunteers involved in the creation of the Halloween event. She also congratulated Councilmember Castillo for graduating from her medical technician program.

ADJOURNMENT

Mayor Macias adjourned the meeting @ 8:10 p.m. The next City of Huntington Park City Council meeting will be held on Monday, November 4th, 2024, at 6:00 pm.

Respectfully submitted,



Eduardo Sarmiento, City Clerk

ITEM 2



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

November 4, 2024

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:

SECOND READING AND ADOPTION OF ORDINANCE TO ADOPT A NEW FLOODPLAIN MANAGEMENT PLAN; TO COORDINATE WITH THE CALIFORNIA BUILDING STANDARDS CODE; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Waive full reading and adopt Ordinance by title and adopt a new floodplain management plan; to coordinate with the California building standards code; to adopt flood hazard maps; to designate a floodplain administrator; and for other purposes; providing for severability and an effective date.

BACKGROUND

At a special meeting on August 5, 2024, the City Council unanimously approved the creation of an Arts and Theatre commission. The Arts and Theatre Commission will help to identify the needs and interests of the community and recommend various ways to broaden community participation in the fields of theatre and arts. This commission will be directly involved with projects and recommendations to the City Council that encourage the implementation of new and ongoing theatre and arts related initiatives in the city.

RECOMMENDATION

Council directs staff to conduct a second reading for the creation of the Arts and Theatre Commission and pass the ordinance to move forward with the establishment of the City of Huntington Park's Arts and Theatre Commission.

FISCAL IMPACT/FINANCING

CREATION OF THE ARTS AND THEATRE COMMISSION

October 4, 2024

Page 2 of 2

There will be a minimal fiscal impact due to the stipend to be paid to the commissioners of \$75 per meeting.

CONCLUSION

Upon Council approval, staff will proceed with 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 'Eduardo Sarmiento', with a stylized, flowing script.

Eduardo Sarmiento
City Clerk

ATTACHMENTS

- A. Ordinance to create an Arts and Theatre Commission.

Attachment "A"

ORDINANCE NO. 2024 - XX

AN ORDINANCE BY THE HUNTINGTON PARK CITY COUNCIL TO ADOPT A NEW FLOODPLAIN MANAGEMENT PLAN; TO COORDINATE WITH THE CALIFORNIA BUILDING STANDARDS CODE; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Legislature of the State of California has, in Government Code sections 65302, 65560, and 65800, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Huntington Park ("City") and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, for participation in the National Flood Insurance Program the City Council desires to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, pursuant to the California Health and Safety Code, Division 13, Part 1.5 and Part 2.5, the City of Huntington Park is required to administer and enforce the California Building Standards Code (as adopted in Huntington Park Municipal Code section 8-1.02) which contains certain provisions that apply to the design and construction of buildings and structures in flood hazard areas; and

WHEREAS, the City Council has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the California Building Standards Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Huntington Park as follows:

SECTION 1. The City Council finds the foregoing recitals true and correct and hereby incorporates them in this Ordinance.

CHAPTER XX – FLOODPLAIN MANAGEMENT

PART I. – SCOPE AND ADMINISTRATION

ARTICLE 101 GENERAL PROVISIONS

Sec. 101-1. - Title. The following regulations shall be known as the "Floodplain Management Regulations of the City of Huntington Park". Additionally, as set forth in Huntington Park Municipal Code (HPMC), Chapter VIII, Article I, the City has adopted the California Building Standards Code

as published and regularly updated by the California Building Standards Commission (CCR, tit. 24) ("Building Standards Code"). These regulations, in combination with the Building Standards Code, shall govern floodplain management within the City.

Sec. 101-2. - Statutory authority. The Legislature of the State of California has, in Government Code Sections 65302, 65560, and 65800, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

Sec. 101-3. - Scope. The provisions of these regulations, in combination with the flood provisions of the Building Standards Code, shall apply to all proposed development entirely or partially in flood hazard areas established in Section 102-2 of these regulations.

Sec. 101-4. - Purposes and objectives. The purposes and objectives of these regulations and the flood load and flood resistant construction requirements of the Building Standards Code are to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific flood hazard areas through the establishment of comprehensive regulations for management of flood hazard areas, designed to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding.
- (2) Require the use of appropriate construction practices to prevent or minimize future flood damage.
- (3) Manage the alteration of natural floodplains, stream channels and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain.
- (4) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential.
- (5) Prevent or regulate the construction of flood barriers which will divert floodwater or increase flood hazards.
- (6) Contribute to improved construction techniques in the floodplain.
- (7) Minimize damage to public and private facilities and utilities.
- (8) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.
- (9) Minimize the need for rescue and relief efforts associated with flooding.
Ensure that property owners, occupants, and potential owners are aware of property located in flood hazard areas.
- (10) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- (11) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

Sec. 101-5. - Coordination with California Building Standards Code. Pursuant to the requirement established in State statute that the City administer and enforce the California Building Standards Code, the City acknowledges that the Building Standards Code contains certain provisions that apply

1 to the design and construction of buildings and structures in flood hazard areas. Therefore, these
2 regulations are intended to be administered and enforced in conjunction with the Building Standards
Code.

3 **Sec. 101-6. - Warning.** The degree of flood protection required by these regulations and the Building
4 Standards Code is considered reasonable for regulatory purposes and is based on scientific and
5 engineering considerations. Larger floods can and will occur. Flood heights may be increased by
6 man-made or natural causes. Enforcement of these regulations and the Building Standards Code does not
7 imply that land outside the special flood hazard areas, or that uses permitted within such flood hazard
8 areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations
9 contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements
of Title 44, Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal
Emergency Management Agency, requiring the City to revise these regulations to remain eligible for
participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or
future use is implied or expressed by compliance with these regulations.

10 **Sec. 101-7. - Disclaimer of liability.** These regulations shall not create liability on the part of the City,
11 including the City Council and any City officer, employee or agent, the State of California, or the Federal
12 Emergency Management Agency, for any flood damage that results from reliance on these regulations, or
13 any administrative decision lawfully made hereunder. The Floodplain Administrator and any employee
14 charged with the enforcement of these regulations, while acting on behalf the City in good faith and
15 without malice in the discharge of the duties required by these regulations or other pertinent law or
16 ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal
17 liability for any damage accruing to persons or property as a result of any act or by reason of an act or
18 omission in the discharge of official duties. Any suit instituted against an officer or employee because
of an act performed by that officer or employee in the lawful discharge of duties and under the
provisions of these regulations shall be defended by the City Attorney's Office until the final
termination of the proceedings. The Floodplain Administrator and any subordinate shall not be liable
for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these
regulations.

19 **Sec. 101-8. - Other laws.** The provisions of these regulations shall not be deemed to nullify any
20 provisions of local, State or federal law.

21 **Sec. 101-9. - Abrogation and greater restrictions.** These regulations supersede any City ordinance
22 in effect in flood hazard areas. However, these regulations are not intended to repeal, abrogate or
23 impair any existing ordinances including land development regulations, subdivision regulations,
24 zoning ordinances, stormwater management regulations, or building codes, nor any existing
easements, covenants, or deed restrictions. In the event of an overlap or conflict between these
regulations and any other ordinance, code, regulation, easement, covenant, or deed restriction, the
more restrictive shall govern.

25 **ARTICLE 102 APPLICABILITY**

26 **Sec. 102-1. - General applicability.** These regulations, in conjunction with the Building Standards
27 Code, provide minimum requirements for development located in flood hazard areas, including the
28 subdivision of land; filling, grading and other site improvements; installation of utilities; installation,
placement and replacement of manufactured homes; placement of recreational vehicles; installation
of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group

U buildings and structures; certain building work exempt from permit under the Building Standards Code; and flood control projects.

Sec. 102-2. - Establishment of flood hazard areas. The Flood Insurance Rate Map Number (FIRM) for Huntington Park, California, 06037C1805F, effective on 9/26/2008, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, and all subsequent amendments and revisions to such maps, are hereby adopted by reference as a part of these regulations and serve as the basis for establishing flood hazard areas. Where the Building Standards Code establishes flood hazard areas, such areas are established by this section. Additional maps and studies, when specifically adopted, supplement the FIS and FIRMs to establish additional flood hazard areas. Maps and studies that establish flood hazard areas are on file at the City of Huntington Park, 6500 Miles Ave, Huntington Park CA, 90255

Sec. 102-3. - Interpretation. In the interpretation and application of these regulations, all provisions shall be:

- (1) Considered as minimum requirements.
- (2) Liberally construed in favor of the City.
- (3) Deemed neither to limit nor repeal any other powers granted to the City under State statutes.

ARTICLE 103 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

Sec. 103-1. - Designation. The Public Works Director is designated the Floodplain Administrator. The Floodplain Administrator shall have the authority to delegate the performance of certain duties to other employees.

Sec. 103-2. - General authority. The Floodplain Administrator is authorized and directed to administer and enforce these regulations. The Floodplain Administrator shall have the authority to render interpretations of these regulations and to establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be consistent with the intent and purpose of these regulations and the flood provisions of the Building Standards Code and shall not have the effect of waiving specific requirements without the granting of a variance pursuant to Article 107 of these regulations. The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by these regulations but that are not required to be prepared by a qualified California (CA) Licensed Land Surveyor or Civil Engineer when it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with these regulations.

Sec. 103-3. - Coordination. The Floodplain Administrator shall coordinate with and provide comments to the Building Official to administer and enforce the flood provisions of the Building Standards Code to ensure compliance with the applicable provisions of these regulations. The Floodplain Administrator and the Building Official have the authority to establish written procedures for reviewing applications and conducting inspections for buildings and for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 103-5 of these regulations.

Sec. 103-4. - Duties. The Floodplain Administrator, in coordination with other City departments, shall:

- (1) Review all permit applications and plans to determine whether proposed development is located in flood hazard areas.
- (2) Review all applications and plans for development in flood hazard areas for compliance with these regulations.
- (3) Review, in coordination with the Building Official, required design certifications and documentation of elevations specified by the Building Standards Code to determine that such certifications and documentations are complete.
- (4) Review applications and plans for modification of any existing development in flood hazard areas for compliance with these regulations.
- (5) Require development in flood hazard areas to be reasonably safe from flooding and to be designed and constructed with methods, practices and materials that minimize flood damage.
- (6) Interpret flood hazard area boundaries and provide available flood elevation and flood hazard information.
- (7) Determine whether additional flood hazard data shall be obtained from other sources or developed by the applicant.
- (8) Complete the appropriate section of the Department of Housing and Community Development Floodplain Ordinance Compliance Certification for Manufactured Home/Mobil home Installations when submitted by applicants.
- (9) Review requests submitted to the Building Official seeking approval to modify the strict application of the flood load and flood resistant construction requirements of the Building Standards Code, to determine whether such requests require consideration as a variance pursuant to Article 107 of these regulations.
- (10) Coordinate with the Building Official and others to identify and investigate damaged buildings located in flood hazard areas and inform owners of the requirement to obtain permits for repairs.
- (11) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses indicate changes in base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.
- (12) Require applicants who propose alteration of a watercourse to notify adjacent communities and the NFIP State Coordinating Agency, and to submit copies of such notifications to the Federal Emergency Management Agency (FEMA).
- (13) Inspect development in accordance with Article 106 of these regulations and inspect flood hazard areas to determine when development is undertaken without issuance of permits.
- (14) Prepare comments and recommendations for consideration when applicants seek variances for development other than buildings in accordance with Article 107 of these regulations.
- (15) Cite violations in accordance with Article 108 of these regulations.
- (16) Notify FEMA when the corporate boundaries of the City have been modified and provide a map and legal description of the changes in the corporate boundaries.

Sec. 103-5. - Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (1) Estimate the market value or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
- (2) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, when applicable, to the market value of the building or structure.
- (3) The cost of improvements or repairs shall be cumulative over a five (5) year period. The period of accumulation begins when the first improvement or repair of each building is permitted.
- (4) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage.
- (5) Notify the applicant when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Building Standards Code is required and notify the applicant when it is determined that work does not constitute substantial improvement or repair of substantial damage.

Sec. 103-6. - Department records. In addition to the requirements of the Building Standards Code and these regulations, and regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of these regulations and the flood provisions of the Building Standards Code, including Flood Insurance Studies and Flood Insurance Rate Maps; documents from FEMA that amend or revise FIRMs; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required certifications and documentation specified by the Building Standards Code and these regulations; notifications to adjacent communities, FEMA, and the State related to alterations of watercourses; assurance that the flood carrying capacity of altered waterways will be maintained; documentation related to variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to these regulations and the flood resistant provisions of the Building Standards Code.

ARTICLE 104 PERMITS FOR FLOODPLAIN DEVELOPMENT

Sec. 104-1. - Permits required. Any person, owner or authorized agent who intends to conduct any development in a flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit for floodplain development. No permit shall be issued until compliance with the requirements of these regulations and all other applicable codes and regulations has been satisfied. No building permit shall be issued based on Conditional Letters of Map Revision issued by FEMA. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine a permit for floodplain

development is required in addition to a building permit.

Sec. 104-2. - Application for permit. The applicant shall file an application in writing on a form furnished by the Floodplain Administrator. The information provided shall:

- (1) Identify and describe the development to be covered by the permit.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitely locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan and construction documents as specified in Article 105 of these regulations, including grading, excavation and filling plans and other information deemed appropriate by the Floodplain Administrator.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Include such other data and information required by the Floodplain Administrator to demonstrate compliance with these regulations.

Sec. 104-3. - Validity of permit. The issuance of a permit for floodplain development under these regulations or the Building Standards Code shall not be construed to be a permit for, or approval of, any violation of these regulations, the Building Standards Code, or any other applicable City law. The issuance of a permit for floodplain development based on submitted documents and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions. The Floodplain Administrator is authorized to prevent occupancy or use of a structure or site which is in violation of these regulations.

Sec. 104-4. - Other permits required. The applicant shall obtain all other required State and federal permits prior to initiating work authorized by these regulations and shall provide documentation of such permits to the Floodplain Administrator. Such permits include but are not limited to the California State Water Resources Control Board for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

Sec. 104-5. - Expiration. A permit for floodplain development shall become invalid when the proposed development is not commenced within 180 days after its issuance, or when the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions shall be requested in writing and justifiable cause demonstrated. The Floodplain Administrator is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each unless FEMA has issued notification of revision to the Flood Insurance Rate Study and Flood Insurance Rate Maps that alter the flood hazard area or floodway boundaries, flood zones, or base flood elevations, in which case the permit is invalid.

Sec. 104-6. - Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a permit for floodplain development issued under these regulations wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of these regulations or any other applicable City law.

1 **Sec. 104-7. - Appeals of decisions.** When it is alleged there is an error in any decision or
2 determination made by the Floodplain Administrator in the interpretation or enforcement of these
3 regulations, such decision or determination may be appealed to the City Council by filing a written
4 appeal with the City Clerk setting forth the reasons of the appeal. Such notice must be filed within
5 fourteen (14) days after notice of such action appealed from. The City Clerk shall set the matter for
6 hearing not less than five (5) days prior to such hearing. At such hearing the applicant shall show
7 cause, on the grounds specified in the notice of appeal, why the action excepted to should not be
8 approved. Such hearing may, by the Council, be continued over, and its findings on the appeal shall
9 be final and conclusive in the matter.

10 **ARTICLE 105 SITE PLANS AND CONSTRUCTION DOCUMENTS**

11 **Sec. 105-1. - Information for development in flood hazard areas.** The site plan or construction
12 documents for any development subject to the requirements of these regulations shall be drawn to
13 scale and shall include, as applicable to the proposed development:

- 14 (1) Delineation of flood hazard areas; floodway boundaries and flood zone(s); base flood
15 elevation(s); ground elevations; proposed filling, grading, and excavation; and drainage
16 patterns and facilities when necessary for review of the proposed development.
- 17 (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood
18 Insurance Study, they shall be established in accordance with Section 105-2 or Section 105-3
19 of these regulations.
- 20 (3) Where the parcel on which the proposed development will take place will have more than 50
21 lots or is larger than 5 acres and base flood elevations are not included on the FIRM or in the
22 Flood Insurance Study, such elevations shall be established in accordance with Section 105-
23 2(2) of these regulations.
- 24 (4) Location of the proposed activity and proposed structures; locations of water supply, sanitary
25 sewer, and other utilities; and locations of existing buildings and structures.
- 26 (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- 27 (6) Where the placement of fill is proposed, the amount, type, and source of fill material;
28 compaction specifications; a description of the intended purpose of the fill areas; and evidence
that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Existing and proposed alignment of any proposed alteration of a watercourse.

22 **Sec. 105-2. - Information in flood hazard areas without base flood elevations (approximate
23 Zone A).** Where flood hazard areas are delineated on the FIRM and base flood elevation data have
24 not been provided, the Floodplain Administrator is authorized to:

- 25 (1) Require the applicant to include base flood elevation data prepared by a qualified CA
26 Licensed Civil Engineer in accordance with currently accepted engineering practices. Such
27 analyses shall be performed and sealed by a qualified CA Licensed Civil Engineer. Studies,
28 analyses and computations shall be submitted in sufficient detail to allow review and
approval by the Floodplain Administrator. The accuracy of data submitted for such
determination shall be the responsibility of the applicant.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available
from a federal or state agency or other source or require the applicant to obtain and use base
flood elevation and floodway data available from a federal or state agency or other source.

(3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

(a) Require the applicant to include base flood elevation data in accordance with Section 105-2(1) of these regulations; or

(b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.

(4) Where the base flood elevation data are to be used to support a request for a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a qualified CA Licensed Civil Engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

Sec. 105-3. - Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of these regulations, the applicant shall have the following analyses signed and sealed by a qualified CA Licensed Civil Engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 105-4 of these regulations and shall submit the Conditional Letter of Map Revision, when issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the Flood Insurance Study or on the FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the City. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices that demonstrates the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity. The applicant shall submit the analysis to FEMA as specified in Section 105-4 of these regulations. The applicant shall notify the chief executive officer of adjacent communities and the California Department of Water Resources. The Floodplain Administrator shall maintain a copy of the notification in the permit records and shall submit a copy to FEMA.

Sec. 105-4. - Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on

1 FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a
2 qualified CA Licensed Civil Engineer in a format required by FEMA. Submittal requirements and
3 processing fees shall be the responsibility of the applicant. Provided FEMA issues a Conditional
4 Letter of Map Revision, construction of proposed flood control projects and land preparation for
5 development are permitted, including clearing, excavation, grading, and filling. Permits for
6 construction of buildings shall not be issued until the applicant satisfies the FEMA requirements for
7 issuance of a Letter of Map Revision.

8 **ARTICLE 106 INSPECTIONS**

9 **Sec. 106-1. - Inspections, in general.** Development for which a permit for floodplain development is
10 required shall be subject to inspection. Approval as a result of an inspection shall not be construed to
11 be an approval of a violation of the provisions of these regulations or the Building Standards Code.
12 Inspections presuming to give authority to violate or cancel the provisions of these regulations or the
13 Building Standards Code or other ordinances shall not be valid.

14 **Sec. 106-2. - Inspections of development other than buildings and structures.** The Floodplain
15 Administrator shall make or cause to be made, inspections of all development other than buildings
16 and structures that is authorized by issuance of a permit for floodplain development under these
17 regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to
18 determine when development is undertaken without issuance of a permit.

19 **Sec. 106-3. - Inspections of manufactured homes installations.** The Floodplain Administrator shall
20 make or cause to be made, inspections of installation and replacement of manufactured homes in
21 flood hazard areas authorized by issuance of a permit for floodplain development under these
22 regulations. Upon installation of a manufactured home and receipt of the elevation certification
23 required in Section 304-1 of these regulations the Floodplain Administrator shall inspect the
24 installation or have the installation inspected.

25 **Sec. 106-4. - Buildings and structures.** The Building Official shall make or cause to be made,
26 inspections for buildings and structures in flood hazard areas authorized by permit, in accordance
27 with the Building Standards Code:

28 (1) **Lowest floor elevation.** Upon placement of the lowest floor, including the basement, and
prior to further vertical construction, certification of the elevation required in the Building
Standards Code shall be prepared by a CA Licensed Land Surveyor or Civil Engineer and
submitted to the Building Official.

(2) **Final inspection.** Prior to the final inspection, certification of the elevation required in the
Building Standards Code shall be prepared by a CA Licensed Land Surveyor or Civil
Engineer and submitted to the Building Official.

29 **ARTICLE 107 VARIANCES**

30 **Sec. 107-1. - Nature of variances.** The considerations and conditions for variances set forth in this
31 article are based on the general principle of zoning law that variances pertain to a piece of property
32 and are not personal in nature. A variance may be issued for a parcel of property with physical
33 characteristics so unusual that complying with the requirements of these regulations would create an
34 exceptional hardship to the applicant or the surrounding property owners. The characteristics must be
35 unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain

1 to the land itself, not to the structure, its inhabitants, or the property owners. The issuance of a
2 variance is for floodplain management purposes only. Federal flood insurance premium rates are
3 determined by the National Flood Insurance Program according to actuarial risk and will not be
4 modified by the granting of a variance.

5 It is the duty of the City to promote public health, safety and welfare and minimize losses from
6 flooding. This duty is so compelling and the implications of property damage and the cost of insuring
7 a structure built below flood level are so serious that variances from the elevation or other
8 requirements in the Building Standards Code should be quite rare. The long term goal of preventing
9 and reducing flood loss and damage, and minimizing recovery costs, inconvenience, danger, and
10 suffering, can only be met when variances are strictly limited. Therefore, the variance requirements
11 in these regulations are detailed and contain multiple provisions that must be met before a variance
12 can be properly issued. The criteria are designed to screen out those situations in which alternatives
13 other than a variance are more appropriate.

14 **Sec. 107-2. – Variances; general.** The City Council shall hear and decide requests for variances from
15 the strict application of these regulations.

16 **Sec. 107-3. - Limitations on authority.** The City Council shall base its determination on technical
17 justifications submitted by applicants, the considerations and conditions set forth in this article, the
18 comments and recommendations of the Floodplain Administrator and Building Official, as
19 applicable, and has the right to attach such conditions to variances as it deems necessary to further the
20 purposes and objectives of these regulations and the Building Standards Code.

21 **Sec. 107-4. - Records.** The Floodplain Administrator shall maintain a permanent record of all
22 variance actions, including justification for issuance.

23 **Sec. 107-5. - Historic structures.** A variance is authorized to be issued for the repair, improvement,
24 or rehabilitation of a historic structure upon a determination that the proposed repair, improvement, or
25 rehabilitation will not preclude the structure's continued designation as a historic structure, and the
26 variance is the minimum necessary to preserve the historic character and design of the structure.
27 When the proposed work precludes the structure's continued designation as a historic building, a
28 variance shall not be granted and the structure and any repair, improvement, and rehabilitation shall
be subject to the requirements of the Building Standards Code.

Sec. 107-6. - Restrictions in floodways. A variance shall not be issued for any proposed
development in a floodway when any increase in flood levels would result during the base flood
discharge, as evidenced by the applicable analyses required in Section 105-3(1) of these regulations.

Sec. 107-7. - Functionally dependent uses. A variance is authorized to be issued for the construction
or substantial improvement necessary for the conduct of a functionally dependent use provided the
criteria in Section 1612 of the California Building Code (CCR Title 24 Part 2) or Section R322 of the
California Residential Code (CCR Title 24 Part 2.5) are met, as applicable, and the variance is the
minimum necessary to allow the construction or substantial improvement, and that all due
consideration has been given to use of methods and materials that minimize flood damages during the
base flood and create no additional threats to public safety.

Sec. 107-8. - Considerations for issuance of variances. In reviewing applications for variances, all

1 technical evaluations, all relevant factors, all other requirements of these regulations and the Building
2 Standards Code, as applicable, and the following shall be considered:

- 3 (1) The danger that materials and debris may be swept onto other lands resulting in further injury
4 or damage.
- 5 (2) The danger to life and property due to flooding or erosion damage.
- 6 (3) The susceptibility of the proposed development, including contents, to flood damage and the
7 effect of such damage on current and future owners.
- 8 (4) The importance of the services provided by the proposed development to the City.
- 9 (5) The availability of alternate locations for the proposed development that are not subject to
10 flooding or erosion and the necessity of a waterfront location, where applicable.
- 11 (6) The compatibility of the proposed development with existing and anticipated development.
- 12 (7) The relationship of the proposed development to the comprehensive plan and floodplain
13 management program for that area.
- 14 (8) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- 15 (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the
16 floodwater and the effects of wave action, if applicable, expected at the site.
- 17 (10) The costs of providing governmental services during and after flood conditions
18 including maintenance and repair of public utilities and facilities such as sewer, gas, electrical
19 and water systems, streets and bridges.

20 **Sec. 107-9. - Conditions for issuance of variances.** Variances shall only be issued upon:

- 21 (1) Submission by the applicant of a showing of good and sufficient cause that the unique
22 characteristics of the size, configuration or topography of the site limit compliance with any
23 provision of these regulations or renders the elevation standards of the Building Standards
24 Code inappropriate.
- 25 (2) A determination that failure to grant the variance would result in exceptional hardship due to
26 the physical characteristics of the land that render the lot undevelopable.
- 27 (3) A determination that the granting of a variance will not result in increased flood heights,
28 additional threats to public safety, extraordinary public expense, nor create nuisances, cause
fraud on or victimization of the public or future property owners, or conflict with existing
local laws or ordinances.
- (4) A determination that the variance is the minimum necessary, considering the flood hazard, to
afford relief.
- (5) When the request is to allow construction of the lowest floor of a new building or substantial
improvement of a building below the base flood elevation, notification to the applicant in
writing over the signature of the Floodplain Administrator specifying the difference between
the base flood elevation and the proposed elevation of the lowest floor, stating that issuance of
a variance to construct below the elevation required in the Building Standards Code will result
in increased premium rates for federal flood insurance up to amounts as high as \$25 for \$100
of insurance coverage, and that such construction below the required elevation increases risks
to life and property.

1 ARTICLE 108 VIOLATIONS

2 **Sec. 108-1. - Violations.** Any development in any flood hazard area that is being performed without
3 an issued permit or that conflicts with an issued permit shall be deemed a violation of these
4 regulations. A building or structure without the documentation of the elevation of the lowest floor,
5 other required design certifications, or other evidence of compliance required by these regulations or
6 the Building Standards Code, is presumed to be a violation until such time as required documentation
7 is submitted. Violation of the requirements shall constitute a misdemeanor.

8 **Sec. 108-2. - Authority.** The Floodplain Administrator is authorized to serve notices of violation or
9 stop work orders to owners of property involved, to the owner's agent, or to the person or persons
10 doing the work for development that is not within the scope of the Building Standards Code but is
11 regulated by these regulations and that is determined to be a violation thereof.

12 **Sec. 108-3. - Unlawful continuance.** Any person who shall continue any work after having been
13 served with a notice of violation or a stop work order, except such work as that person is directed to
14 perform to remove or remedy a violation or unsafe condition, shall be subject to any applicable
15 penalties as prescribed by law, including but not limited to those set forth in Huntington Park
16 Municipal Code section 1-2

17 **PART II. – DEFINITIONS**

18 **ARTICLE 201 DEFINITIONS**

19 **Sec. 201-1. - General.** The following words and terms shall, for the purposes of these regulations,
20 have the meanings shown herein. Where terms are not defined in these regulations and are defined in
21 the California Building Code (CCR Title 24 Part 2) and used in the California Residential Code (CCR
22 Title 24 Part 2.5), such terms shall have the meanings ascribed to them in those codes. Where terms
23 are not defined in these regulations or the Building Standards Code, such terms shall have ordinarily
24 accepted meanings such as the context implies.

25 **Sec. 201-2. - Definitions**

26 **“Accessory Structure”** means a structure on the same parcel of property as a principal structure and
27 the use of which is incidental to the use of the principal structure. For floodplain management
28 purposes, the term includes only accessory structures used for parking and storage.

“Agricultural Structure” means a walled and roofed structure used exclusively for agricultural
purposes or uses in connection with the production, harvesting, storage, raising, or drying of
agricultural commodities and livestock, including aquatic organisms. Structures that house tools or
equipment used in connection with these purposes or uses are also considered to have agricultural
purposes or uses.

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel
alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or
any other form of modification which may alter, impede, retard or change the direction and/or
velocity of the riverine flow of water during conditions of the base flood.

“ASCE 24” means the standard Flood Resistant Design and Construction as referenced by the

1 Building Standards Code, developed and published by the American Society of Civil Engineers,
2 Reston, VA. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the
3 Building Standards Code.

4 **“Base flood”** means the flood having a 1-percent chance of being equaled or exceeded in any given
5 year. [Also defined in CCR Title 24 Part 2.]

6 **“Base flood elevation”** means the elevation of the base flood, including wave height, relative to the
7 National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other
8 datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in CCR Title 24 Part 2.]

9 **“Basement”** means, for the purpose of floodplain management, the portion of a building having its
10 floor subgrade (below ground level) on all sides. [Also defined in CCR Title 24 Part 2.]

11 **“Building Standards Code”** means California Code of Regulations Title 24, which is comprised of
12 the family of building codes specifically adopted by the State of California including:

- 13 (1) Part 2, applicable to buildings and structures other than dwellings within the scope of this
14 part;
- 15 (2) Part 2.5, applicable to one- and two-family dwellings and townhouses not more than three
16 stories, and accessory structures;
- 17 (3) Part 10, applicable to existing buildings (as defined in that code);
- 18 (4) The remaining Parts 1 through 10 of the Building Standards Code.

19 **“Design flood”** means the flood associated with the greater of the following two areas: [Also defined
20 in CCR Title 24 Part 2.]

- 21 (1) Area with a flood plain subject to a 1-percent or greater chance of flooding in any year.
- 22 (2) Area designated as a flood hazard area on the City’s flood hazard map, or otherwise legally
23 designated.

24 **“Design flood elevation”** means the elevation of the “design flood,” including wave height, relative
25 to the datum specified on the City’s legally designated flood hazard map. In areas designated as Zone
26 AO, the design flood elevation shall be the elevation of the highest existing grade of the building’s
27 perimeter plus the depth number (in feet) specified on the flood hazard map plus 1 foot (305 mm). In
28 areas designated as Zone AO where a depth number is not specified on the map, the depth number
shall be taken as being equal to 2 feet (610 mm) plus 1 foot (305mm) for a total of 3 feet (915 mm).
[Also defined in CCR Title 24 Part 2.]

“Development” means any manmade change to improved or unimproved real estate, including but
not limited to, buildings or other structures, temporary structures, temporary or permanent storage of
materials, mining, dredging, filling, grading, paving, excavations, drilling operations, flood control
projects, and other land-disturbing activities.

“Encroachment” means the placement of fill, excavation, buildings, permanent structures or other
development into a flood hazard area which may impede or alter the flow capacity of riverine flood
hazard areas.

“Exceptional hardship” means, for the purpose of variances from these regulations or the Building
Standards Code, the exceptional difficulty that would result from a failure to grant a requested
variance. Mere economic or financial hardship is not exceptional. Inconvenience, aesthetic

1 considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors do
2 not, as a rule, qualify as exceptional hardships. All of these circumstances can be resolved through
3 other means without granting variances, even when the alternatives are more expensive or require the
4 property owner to build elsewhere or put the parcel to a different use than originally intended.

5 **"Existing manufactured home park or subdivision"** means a manufactured home park or
6 subdivision for which the construction of facilities for servicing the lots on which the manufactured
7 homes are to be affixed (including, at a minimum, the installation of utilities, the construction of
8 streets, and either final site grading or the pouring of concrete pads) was completed before the
9 effective date of the floodplain management regulations adopted by this community.

10 **"Expansion to an existing manufactured home park or subdivision"** means the preparation of
11 additional sites by the construction of facilities for servicing the lots on which the manufactured
12 homes are to be affixed (including the installation of utilities, the construction of streets, and either
13 final site grading or the pouring of concrete pads).

14 **"Flood or flooding"** means a general and temporary condition of partial or complete inundation of
15 normally dry land from:

- 16 (1) The overflow of inland or tidal waters.
- 17 (2) The unusual and rapid accumulation or runoff of surface waters from any source.
- 18 (3) Mudslides (i.e., mudflows) which are proximately caused by flooding.

19 **"Flood control project"** means a dam or barrier design and constructed to keep water away from or
20 out of a specified area, including but not limited to levees, floodwalls, and channelization.

21 **"Flood damage-resistant materials"** means any construction material capable of withstanding direct
22 and prolonged contact with floodwaters without sustaining any damage that requires more than
23 cosmetic repair. [Also defined in CCR Title 24 Part 2.]

24 **"Flood hazard area"** means the greater of the following two areas: [Also defined in CCR Title 24
25 Part 2.]

- 26 (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- 27 (2) The area designated as a flood hazard area on the City's flood hazard map, or otherwise
28 legally designated.

29 **"Flood Insurance Rate Map (FIRM)"** means an official map of the City on which the Federal
30 Emergency Management Agency (FEMA) has delineated both the special flood hazard areas and the
31 risk premium zones applicable to the City. [Also defined in CCR Title 24 Part 2.]

32 **"Flood Insurance Study"** means the official report provided by the Federal Emergency Management
33 Agency containing the Flood Insurance Rate Map (FIRM), the Flood Boundary and Floodway Map
34 (FBFM), the water surface elevation of the base flood and supporting technical data. [Also defined in
35 CCR Title 24 Part 2.]

36 **"Floodplain Administrator"** means the City official designated by title to administer and enforce
37 the floodplain management regulations.

1 **"Floodway"** means the channel of the river, creek or other watercourse and the adjacent land areas
2 that must be reserved in order to discharge the base flood without cumulatively increasing the water
surface elevation more than a designated height. [Also defined in CCR Title 24 Part 2.]

3 **"Fraud or victimization"** means, for the purpose of variances from these regulations or the Building
4 Standards Code, the intentional use of deceit to deprive another of rights or property, making a victim
5 of the deprived person or the public. As it pertains to buildings granted variances to be constructed
6 below the elevation required by the Building Standards Code, future owners or tenants of such
buildings and the City as a whole may bear the burden of increased risk of damage from floods,
increased cost of flood insurance, and increased recovery costs, inconvenience, danger, and suffering.

7 **"Functionally dependent use"** means a use that cannot perform its intended purpose unless it is
8 located or carried out in close proximity to water, including only docking facilities, port facilities
9 necessary for the loading or unloading of cargo or passengers, and shipbuilding or ship repair
facilities. The term does not include long-term storage, manufacture, sales or service facilities.

10 **"Highest adjacent grade"** means the highest natural elevation of the ground surface prior to
11 construction next to the proposed walls or foundation of a structure.

12 **"Historic structure"** means any structure that is:

- 13 (1) Listed individually in the National Register of Historic Places (a listing maintained by the
Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting
14 the requirements for individual listing on the National Register;
- 15 (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the
historical significance of a registered historic district or a district preliminarily determined by
the Secretary to qualify as a registered historic district;
- 16 (3) Individually listed on the inventory of historic places maintained by the California Office of
Historic Preservation; or
- 17 (4) Individually listed on a local inventory of historic places in communities with historic
18 preservation programs that have been certified by the California Office of Historic
Preservation.

19 **"Letter of Map Change (LOMC)"** means an official determination issued by FEMA that amends or
20 revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change
include:

- 21 (1) Letter of Map Amendment (LOMA): An amendment based on technical data showing that a
22 property was incorrectly included in a designated special flood hazard area. A LOMA
amends the current effective Flood Insurance Rate Map and establishes that a specific
23 property, portion of a property, or structure is not located in a special flood hazard area.
- 24 (2) Letter of Map Revision (LOMR): A revision based on technical data that may show changes
to flood zones, flood elevations, special flood hazard area boundaries and floodway
25 delineations, and other planimetric features.
- 26 (3) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel
of land has been elevated by fill above the base flood elevation and is, therefore, no longer
27 located within the special flood hazard area. In order to qualify for this determination, the fill
must have been permitted and placed in accordance with the City's floodplain management
regulations.
- 28 (4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether
a proposed flood protection project or other project complies with the minimum NFIP

1 requirements for such projects with respect to delineation of special flood hazard areas. A
2 CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study;
3 upon submission and approval of certified as-built documentation, a Letter of Map Revision
may be issued by FEMA to revise the effective FIRM.

4 **“Light-duty truck”** means, as defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500
5 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or
less and which has a basic vehicle frontal area of forty-five (45) square feet or less, which is:

- 6 (1) Designed primarily for purposes of transportation of property or is a derivation of such a
vehicle, or
- 7 (2) Designed primarily for transportation of persons and has a capacity of more than twelve (12)
persons; or
- 8 (3) Available with special features enabling off-street or off-highway operation and use.

9 **“Lowest floor”** means the lowest floor of the lowest enclosed area, including basement, but
10 excluding any unfinished or flood-resistant enclosure, usable solely for vehicle parking, building
11 access or limited storage provided that such enclosure is not built so as to render the structure in
violation of the non-elevation requirements of the Building Standards Code. [Also defined in CCR
Title 24 Part 2.]

12 **“Manufactured home”** means a structure that is transportable in one or more sections, built on a
13 permanent chassis, designed for use as a single-family dwelling with or without a permanent
14 foundation when connected to the required utilities, and constructed to the Manufactured Home
15 Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban
Development. Also see definitions in Health and Safety Code sections 18000.(a)(2) and 18001.(a). For
16 the purposes of floodplain management, the term also includes mobile homes and recreational
vehicles, park trailers, travel trailers and similar transportable structures that are placed on a site for
17 180 consecutive days or longer.

18 **“Manufactured home park or subdivision”** means a parcel (or contiguous parcels) of land divided
into two or more manufactured home lots for rent or sale.

19 **“Market value”** means the price at which a property will change hands between a willing buyer and
20 a willing seller, neither party being under compulsion to buy or sell and both having reasonable
21 knowledge of relevant facts. As used in these regulations, the term refers to the market value of
buildings and structures, excluding the land and other improvements on the parcel. Market value may
22 be established by one of the following methods: (1) Actual Cash Value (replacement cost depreciated
for age and quality of construction), (2) tax assessment value adjusted to approximate market value
23 by a factor provided by the Property Appraiser, or (3) a qualified independent appraiser.

24 **“New manufactured home park or subdivision”** means a manufactured home park or subdivision
25 for which the construction of facilities for servicing the lots on which the manufactured homes are to
be affixed (including at a minimum, the installation of utilities, the construction of streets, and either
26 final site grading or the pouring of concrete pads) was completed on or after the effective date of
floodplain management regulations adopted by this community.

27 **“Nuisance”** means that which is injurious to safety or health of an entire community or
28 neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or
use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

1 **“Permit for floodplain development”** means an official document or certificate issued by the City,
2 or other evidence of approval or concurrence, which authorizes performance of specified
3 development activities that are located in flood hazard areas and that are determined to be compliant
4 with these regulations.

5 **“Recreational vehicle”** means a vehicle that is built on a single chassis, 400 square feet (37.16 m²)
6 or less when measured at the largest horizontal projection, designed to be self-propelled or
7 permanently towable by a light-duty truck, and designed primarily not for use as a permanent
8 dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. A
9 recreational vehicle is ready for highway use when it is on its wheels or jacking system, is attached to
10 the site only by quick disconnect type utilities and security devices and has no permanently attached
11 additions. Also see definitions in Health and Safety Code section 18010.

12 **“Riverine”** means relating to, formed by, or resembling a river (including tributaries), stream, brook,
13 etc.

14 **“Special flood hazard area (SFHA)”** means the land area subject to flood hazards and shown on a
15 Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, AH, V,
16 VO, VE, or V1-30. [Also defined in CCR Title 24 Part 2.]

17 **“Substantial damage”** means damage of any origin sustained by a structure whereby the cost of
18 restoring the structure to its before-damaged condition would equal or exceed 50 percent of the
19 market value of the structure before the damage occurred. [Also defined in CCR Title 24 Part 2.]

20 **“Substantial improvement”** means any repair, reconstruction, rehabilitation, alteration, addition or
21 other improvement of a building or structure, taking place during a five (5) year period, the
22 cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the
23 improvement or repair is started. The period of accumulation begins when the first improvement or
24 repair of each building is permitted. When the structure has sustained substantial damage, any repairs
25 are considered substantial improvement regardless of the actual repair work performed. The term
26 does not, however, include either: [Also defined in CCR Title 24 Part 2.]

27 (1) Any project for improvement of a building required to correct existing health, sanitary or
28 safety code violations identified by the Building Official and that are the minimum necessary
to assure safe living conditions.

(2) Any alteration of a historic structure provided that the alteration will not preclude the
structure’s continued designation as a historic structure.

“Utility and Miscellaneous Group U” means buildings and structures of an accessory character and
miscellaneous structure not classified in any special occupancy, as described in the Building
Standards Code.

“Variance” means a grant of relief from the requirements of these regulations which permits
construction in a manner otherwise prohibited and where specific enforcement would result in
exceptional hardship.

“Violation” means a development that is not fully compliant with these regulations or the flood
provisions of the Building Standards Code, as applicable.

“Watercourse” means a river, creek, stream, channel or other topographic feature in, on, through, or

over which water flows at least periodically.

PART III. – FLOOD RESISTANT DEVELOPMENT

ARTICLE 301 BUILDINGS AND STRUCTURES

Sec. 301-1. - Requirements for buildings and structures in flood hazard areas. Applications for new buildings and structures and substantial improvements within the scope of the Building Standards Code that are proposed in flood hazard areas shall comply with the applicable requirements of the Building Standards Code, or the base flood elevation plus one (1) foot, whichever provides greater flood protection. Buildings and structures which are part of a new subdivision shall be constructed to the grades and finish floor elevations shown in the approved tentative map, or the applicable requirements of the Building Standards Code, or the base flood elevation plus one (1) foot, whichever provides greater flood protection.

Mechanical, plumbing and electrical systems, including plumbing fixtures related to or supporting a building and structure in a flood hazard area, shall be elevated to the applicable requirements of the Building Standards Code or the base flood elevation plus one (1) foot, whichever provides greater flood protection.

Sec. 301-2 – Non-Conversion Agreement. Property owners constructing new or substantially improved structures with a finish floor elevation more than four (4) feet above the lowest adjacent grade shall enter into a non-conversion agreement with the City acknowledging and agreeing to and shall ensure, that the following conditions of the building shall be maintained in perpetuity:

- (1) The enclosed area below the lowest floor of the building shall be used solely for parking of vehicles as allowed by the Zoning Code, limited storage, or access to the building, and shall never be used for human habitation.
- (2) All interior walls, ceilings, and floors in the building below the base flood elevation plus one foot shall be unfinished and constructed of flood-resistant materials.
- (3) All mechanical, electrical, or plumbing devices that service the building shall not be installed below the base flood elevation plus one (1) foot.
- (4) The openings in the walls of the enclosed area below the lowest floor of the building shall not be blocked, obstructed, or otherwise altered to reduce the size of the openings or restrict the automatic entry and exit of floodwater.
- (5) Any construction in, on, or around the building that differs from the type, scope, or manner of construction authorized under the approved building permit, this Agreement, or applicable sections of the Alameda Municipal Code or State law shall constitute a violation of this Agreement.

Sec. 301-3. – Detached garages and accessory storage structures. Detached garages and accessory storage structures used only for parking or storage are permitted below the base flood elevation provided the garages and accessory storage structures:

- (1) Are one story and not larger than 600 square feet in area when located in special flood hazard areas.

- (2) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- (3) Have flood openings in accordance with the Building Standards Code.
- (4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.
- (5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

Sec. 301-4. - Utility and Miscellaneous Group U. Utility and miscellaneous Group U includes buildings that are accessory in character and miscellaneous structures not classified in any specific occupancy in the Building Standards Code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), greenhouses, livestock shelters, private garages, retaining walls, sheds, stables, and towers. In addition to the Building Standards Code requirements for fire and life safety, the following shall apply to utility and miscellaneous Group U buildings and structures in flood hazard areas:

- (1) New construction and substantial improvement of such buildings and structures shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions of the design flood.
- (2) New construction and substantial improvement of such buildings and structures, when fully enclosed by walls, shall be elevated such that the lowest floor, including basement, is elevated to or above the design flood elevation in accordance with ASCE 24 or shall be dry floodproofed in accordance with ASCE 24.
- (3) Unless dry floodproofed, fully enclosed areas below the design flood elevation shall be constructed in accordance with ASCE 24 and limited to parking, storage, and building access.
- (4) When fully enclosed by walls, flood openings shall be installed in accordance with ASCE 24.
- (5) Flood damage-resistant materials shall be used below the design flood elevation.
- (6) Mechanical, plumbing and electrical systems, including plumbing fixtures, shall be located or installed in accordance with ASCE 24.

ARTICLE 302 SUBDIVISIONS

Sec. 302-1. - Minimum requirements. Subdivision proposals in flood hazard areas, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding.
- (2) All public utilities and facilities, such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage in accordance with Section 303-2 and Section 303-3 of these regulations, as applicable, and appropriate codes.
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwater around and away from proposed structures.

Sec. 302-2. - Subdivision requirements. In addition to the requirements of Section 302-1 and 303-1 of these regulations, where any portion of proposed subdivisions, including proposals for

1 manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be
2 required:

- 3 (1) The flood hazard area, including floodways, as appropriate, shall be delineated on preliminary
4 subdivision plats.
- 5 (2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations
6 are not included on the FIRM, the base flood elevations determined in accordance with
7 Section 105-2(1) of these regulations.
- 8 (3) When, as part of a proposed subdivision, fill will be placed to support buildings, the fill shall
9 be placed in accordance with the Building Standards Code and approval of the subdivision
10 shall require submission of as-built elevations for each filled pad certified by a licensed land
11 surveyor or registered civil engineer.

12 **ARTICLE 303 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS**

13 **Sec. 303-1. - Minimum requirements.** All proposed development in flood hazard areas shall be
14 reviewed to determine that:

- 15 (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably
16 safe from flooding.
- 17 (2) Where the proposed development has more than 50 lots or is larger than 5 acres and base
18 flood elevations are not included on the FIRM, the base flood elevations determined in
19 accordance with Section 105-2(1) of these regulations.
- 20 (3) All public utilities and facilities, such as sewer, gas, electric, communications, and water
21 systems are located and constructed to minimize or eliminate flood damage.
- 22 (4) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO,
23 adequate drainage paths shall be provided to guide floodwater around and away from
24 proposed structures.

25 **Sec. 303-2. - Sanitary sewer facilities.** All new and replaced sanitary sewer facilities, private sewage
26 treatment plants (including all pumping stations and collector systems) and on-site waste disposal
27 systems shall be designed in accordance with Chapter 7, ASCE 24, to minimize or eliminate
28 infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and
impairment of the facilities and systems.

Sec. 303-3. - Water supply facilities. All new and replaced water supply facilities shall be designed
in accordance with the provisions of Chapter 7, ASCE 24, to minimize or eliminate infiltration of
floodwaters into the systems.

Sec. 303-4. - Development in floodways. Development, site improvements and land disturbing
activity involving fill or regrading shall not be authorized in the floodway unless the floodway
encroachment analysis required in Section 105-3(1) of these regulations demonstrates the proposed
work will not result in any increase in the base flood level during occurrence of the base flood
discharge.

Sec. 303-5. - Limitations on placement of fill. Subject to the limitations of these regulations, fill
shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown
of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In

1 addition to these requirements, when intended to support buildings and structures, fill shall comply
2 with the requirements of the Building Standards Code. The placement of fill intended to change base
3 flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on
FIRMs shall be subject to the requirements of Section 105-4 of these regulations.

4 **ARTICLE 304 INSTALLATION OF MANUFACTURED HOMES**

5 **Sec. 304-1. - Installation.** All manufactured homes installed in flood hazard areas shall be installed
6 by an installer that is licensed pursuant to the Business and Professions Code and shall comply with
7 the requirements of the Department of Housing and Community Development (HCD) and the
8 requirements of these regulations. In addition to permits pursuant to these regulations, permits from
9 the HCD are required where the HCD is the enforcement agency for installation of manufactured
homes. Upon completion of installation and prior to the final inspection by the Floodplain
Administrator, the installer shall submit certification of the elevation of the manufactured home,
prepared by a licensed land surveyor or registered civil engineer, to the Floodplain Administrator.

10 **Sec. 304-2. - Foundations.** All new and replacement manufactured homes, including substantial
11 improvement of manufactured homes installed in flood hazard areas shall be installed on permanent,
12 reinforced foundations that are designed in accordance with the foundation requirements of Section
13 R322.2 of the residential code (CCR Title 24 Part 2.5) and these regulations. Foundations for
manufactured homes subject to Section 304-5 of these regulations are permitted to be reinforced piers
or other foundation elements of at least equivalent strength.

14 **Sec. 304-3. - Anchoring.** All new and replacement manufactured homes to be placed or substantially
15 improved in a flood hazard area shall be installed using methods and practices which minimize flood
16 damage and shall be securely anchored to an adequately anchored foundation system to resist
17 flotation, collapse and lateral movement. Methods of anchoring are authorized to include, but are not
limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to
applicable State and local anchoring requirements for resisting wind loads and seismic loads.

18 **Sec. 304-4. - General elevation requirement.** Unless subject to the requirements of Section 304-5 of
19 these regulations, all manufactured homes that are placed, replaced, or substantially improved on sites
20 located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home
21 park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d)
22 in an existing manufactured home park or subdivision upon which a manufactured home has incurred
"substantial damage" as the result of a flood, shall be elevated such that the lowest floor, or bottom of
the lowest horizontal member of the lowest floor, as applicable to the flood hazard area, is at or above
the base flood elevation plus one (1) foot.

23 **Sec. 304-5. - Elevation requirement for certain existing manufactured home parks and**
24 **subdivisions.** Manufactured homes that are not subject to Section 304-4 of these regulations,
25 including manufactured homes that are placed, replaced, or substantially improved on sites located in
26 an existing manufactured home park or subdivision, unless on a site where substantial damage as a
27 result of flooding has occurred, shall be elevated such that the lowest floor, or bottom of the lowest
horizontal structural member, as applicable to the flood hazard area, is at or above the base flood
elevation plus 1 foot.

28 **Sec. 304-6. - Flood damage-resistant materials.** Materials below elevated manufactured homes
shall comply with the flood-damage resistant materials requirements of Section R322 of the

residential code (CCR Title 24 Part 2.5).

Sec. 304-7. - Enclosures. Fully enclosed areas below elevated manufactured homes shall comply with the enclosed area requirements of Section R322 of the residential code (CCR Title 24 Part 2.5).

Sec. 304-8. - Protection of mechanical equipment and outside appliances. Mechanical equipment and outside appliances shall have the lowest floor or bottom of the lowest horizontal member of the manufactured home, as applicable to the flood hazard area be elevated to or above the base flood elevation plus one (1) foot.

Exception. Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 304-4 or Section 304-5, as applicable, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

ARTICLE 305 RECREATIONAL VEHICLES

Sec. 305-1. - Temporary placement. Recreational vehicles in flood hazard areas, shall be placed on a site for less than 180 consecutive days or shall be fully licensed and ready for highway use. Ready for highway use means the recreational vehicle is on wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions, such as rooms, stairs, decks and porches.

Sec. 305-2. - Permanent placement. Recreational vehicles that do not meet the limitations in Section 305-1 for temporary placement shall meet the requirements of Article 304 for manufactured homes.

ARTICLE 306 OTHER DEVELOPMENT

Sec. 306-1. - General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in these regulations or the Building Standards Code, shall:

- (1) Be located and constructed to minimize flood damage.
- (2) Meet the limitations of Section 303-4 of these regulations when located in a regulated floodway.
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.
- (4) Be constructed of flood damage-resistant materials.
- (5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of the Building Standards Code for wet locations.

Sec. 306-2. - Tanks. Tanks that serve buildings shall comply with the requirements of the Building

Standards Code. Underground and above-ground tanks that serve other purposes shall be designed, constructed, installed and anchored in accordance with ASCE 24.

Sec. 306-3. - Requirements for temporary structures and temporary storage in flood hazard areas. Temporary structures shall be erected for a period of less than 180 days and temporary storage of goods and materials shall be permitted for a period of less than 180 days. Extensions may be granted in accordance with Section 104-5 of these regulations. In addition, the following apply:

(1) Temporary structures shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood. Fully enclosed temporary structures shall have flood openings that are in accordance with ASCE 24 to allow for the automatic entry and exit of flood waters.

(2) Temporary stored materials shall not include hazardous materials.

(3) The requirements of Section 303-4 of these regulations, when located in floodways.

Sec. 306-4. - Fences in floodways. Fences in floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 303-4 of these regulations.

Sec. 306-5. - Oil derricks. Oil derricks located in flood hazard areas shall be designed in conformance with flood loads required by the Building Standards Code.

Sec. 306-6. - Retaining walls, sidewalks and driveways in floodways. Retaining walls and sidewalks and driveways that involve placement of fill in floodways shall meet the limitations of Section 303-4 of these regulations and the requirements for site grading in Chapter 18 of the Building Standards Code.

Sec. 306-7. - Roads and watercourse crossings in floodways. Roads and watercourse crossings that encroach into floodways or riverine waterways with base flood elevations where floodways have not been designated, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side shall meet the limitations of Section 303-4 of these regulations. Alteration of a watercourse that is part of work proposed for a road or watercourse crossing shall meet the requirements of Section 105-3(3) of these regulations.

Sec. 306-8. - Swimming pools. Above-ground swimming pools, on-ground swimming pools, and in-ground swimming pools that involve placement of fill in floodways shall meet the requirement of Section 303-4 of these regulations.

ARTICLE 307 FLOOD CONTROL PROJECTS

Sec. 307-1. - Flood control projects; general. In addition to applicable Federal, State and other local permits, a permit for floodplain development is required for construction of flood control projects. The purpose for the permit is to examine the impact on flood hazard areas, floodways, and base flood elevations shown on the FIRM. Unless otherwise authorized by separate regulations, issuance of this permit does not address the sufficiency of the structural elements of the proposed flood control project. Permits for floodplain development and building permits in areas affected by proposed flood control projects shall not be issued based on Conditional Letters of Map Revision issued by FEMA.

1 **Sec. 307-2. - Flood control projects; applications.** Applications for permits for flood control
2 projects shall include documentation including but not limited to:

- 3 (1) Site plan or document showing the existing topography and the boundaries of the flood hazard
4 areas, floodway boundaries, and base flood elevations shown on the FIRM.
5 (2) Site plan or document showing the proposed topography and the proposed changes to the
6 boundaries of the flood hazard areas, floodway boundaries, and base flood elevations.
7 (3) The documentation submitted to FEMA for a Conditional Letter of Map Revision (CLOMR)
8 and, if issued, the Conditional Letter of Map Revision. Submittal requirements and processing
9 fees shall be the responsibility of the applicant. A CLOMR is required when a proposed flood
control project alters a floodway and increases base flood elevations more than greater than
0.00 feet, or alters a watercourse a riverine flood hazard area for which base flood elevations
are included in the Flood Insurance Study or on the FIRM and floodways have not been
designated and increases base flood elevations more than 1.0 foot.

10 **SECTION 3. APPLICABILITY.** The regulations set forth in this ordinance shall apply to all
11 applications for development within the City, including building permit applications and subdivision
proposals, submitted on or after the effective date of this ordinance.

12 **SECTION 4. INCLUSION INTO THE CODE OF ORDINANCES.**

13 It is the intent of the **City Council** that the provisions of this ordinance shall become and be made a
14 part of the **City's** Code of Ordinances, and that the sections of this ordinance may be renumbered or
15 relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such
other appropriate word or phrase in order to accomplish such intentions.

16 **SECTION 5. SEVERABILITY.**

17 If any provision of this Ordinance is held by a court of competent jurisdiction to be invalid, this
18 invalidity shall not affect other provisions of this Ordinance that can be given effect without the
19 invalid provision and therefore the provisions of this Ordinance are severable. The City Council
declares that it would have enacted each section, subsection, paragraph, subparagraph and sentence
notwithstanding the invalidity of any other section, subsection, paragraph, subparagraph or sentence.

20 **SECTION 6. EFFECTIVE DATE.**

21 This Ordinance shall be in full force and effect from and after the expiration of thirty (30) days from
the date of its final passage.

22 **PASSED, APPROVED AND ADOPTED** this ____ day of _____, 2024.

23
24 _____
25 Karina Macias, Mayor

26 **ATTEST:**

27 _____
28 Eduardo Sarmiento, City Clerk

ITEM 3

City of Huntington Park
Demand Register
November 4, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
AARDVARK	PIN1863	111-7010-421.61-20	CYLINDER/CASE/CARTRIDGE	1,191.60
AARDVARK Total				1,191.60
AARON CRUZ	5428	111-6060-466.33-20	FOLKLORICO CLASSES	224.00
	5429	111-6060-466.33-20	FOLKLORICO CLASSES	224.00
	5454	111-6060-466.33-20	FOLKLORICO CLASSES	352.00
AARON CRUZ Total				800.00
ADLERHORST INTERNATIONAL LLC	122088	111-7010-421.61-20	K-9 SUPPLIES	21.55
ADLERHORST INTERNATIONAL LLC Total				21.55
ALAN'S LAWN AND GARDEN CENTER, INC	31528	741-8060-431.43-20	FLEET SUPPLIES	120.88
	51429	741-8060-431.43-20	CHAIN FOR HANDLE CHAINSAW	188.16
	51434	741-8060-431.43-20	PW SUPPLIES	137.72
ALAN'S LAWN AND GARDEN CENTER, INC Total				446.76
ALL AMERICAN ASPHALT	207782	787-8913-499.76-06	SLAUSON AVE IMROVEMENT PROJECT	532,691.70
	207783	787-8913-499.76-06	SLAUSON AVE IMROVEMENT PROJECT	685,752.99
	208137	787-8913-499.76-06	SLAUSON AVE IMROVEMENT PROJECT	520,771.00
	208371	787-8913-499.76-06	SLAUSON AVE IMROVEMENT PROJECT	1,027,342.06
ALL AMERICAN ASPHALT Total				2,766,557.75
ALL CITY MANAGEMENT SERVICES, INC	95986	111-9010-413.56-41	SCHOOL CROSSING SERVICE SEP24	14,733.80
ALL CITY MANAGEMENT SERVICES, INC Total				14,733.80
ALVAREZ-GLASMAN & COLVIN	2024-07-21190	111-0220-411.32-70	LEGAL SERVICE JUL24	13,418.67
	2024-07-21191	111-0220-411.32-70	LEGAL SERVICE JUL24	646.00
ALVAREZ-GLASMAN & COLVIN Total				14,064.67
AMAZON.COM SERVICES, INC.	11DF-1Y6W-HRN6	111-6010-466.55-50	HAUNTED HOUSE SUPPLIES	321.70
	11WQ-HNN4-4KKY	111-6020-451.61-35	EVENT SUPPLIES	1,036.91
	13TX-QPXM-3K61	111-6010-466.55-50	HALLOWEEN SUPPLIES	225.32
	14K6-41MH-W9Y1	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	54.95
	14N9-TJQM-CV4T	111-6010-466.55-50	HALLOWEEN SUPPLIES	140.29
	17J9-PMPY-3VJM	111-6010-466.55-50	HALLOWEEN SUPPLIES	299.92
	1CRL-JTLH-19K7	111-6010-466.55-50	HALLOWEEN SUPPLIES	17.63
	1D1G-6KN6-RXD6	111-6010-451.61-20	OFFICE SUPPLIES	10.47
	1DTP-DR14-R3CX	111-6020-451.61-35	VETERANS DAY SUPPLIES	231.67
	1KP9-MD67-XL4H	111-6010-466.55-50	HAUNTED HOUSE SUPPLIES	181.55

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AMAZON.COM SERVICES, INC.	1L46-34W6-QLJ7	111-6010-451.61-20	OFFICE SUPPLIES	96.63
	1M7V-NH3K-DLF7	111-6020-451.61-35	5K SUPPLIES	320.30
	1NWQ-P3W1-YXG3	111-6010-466.55-50	HALLOWEEN SUPPLIES	59.52
	1RJR-K4TR-46W1	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	142.37
	1RLY-YVWL-PFWL	111-6010-451.74-10	EQUIPMENT	717.34
	1TGR-LPNR-7DYD	111-6010-466.55-50	HALLOWEEN SUPPLIES	22.04
AMAZON.COM SERVICES, INC. Total				3,878.61
AMERICAN EXPRESS	974640	111-0310-413.74-10	CD EQUIPMENT	3,704.23
	1122509967	111-7010-421.61-20	CONFERENCE PATROL SUPPLIES	67.90
	1127697228	111-7010-421.61-20	TOOLS, BITS, ACCESSORIES	281.04
	2796151066	111-0310-413.74-10	MAILCHIMP MONTHLY FEE	144.99
	101PO13102794	111-7010-421.73-10	PD SUPPLIES MICRO CENTER	1,387.01
	111165537915	111-7010-421.61-20	LICENSE PLATE BRACKET	54.56
	120498807905	111-5055-419.59-15	CD ENFORCE TRAINING	600.00
	MCO1918554	111-0110-411.58-19	CITY CONFERENCE MAYOR	900.00
		111-0110-411.58-28	CITY CONFERENCE CASTILLO	900.00
	195	111-0110-411.66-05	COUNCIL MEETING FLOWERS	26.46
	04172-56075376	111-0210-413.61-20	ADMIN SUPPLIES	24.95
	3903	111-5010-419.59-15	PROF. DEVELOPMENT TRAINING	279.00
	45471	111-6010-451.59-15	STAFF TRAINING REGISTRATION	990.00
	158/000/590	111-6020-451.61-35	EVENT SUPPLIES	785.90
	551/002/166/634	111-6065-451.57-46	SENIOR EXCURSION	2,754.96
	030/445/157	111-7010-421.56-41	NATIONAL NIGHT OUT SERVICES	2,454.30
	011/EO5/T00/OTU	111-7010-421.61-20	INVESTIGATION SUPPLIES	617.89
	240/734/000/901	111-7010-421.59-10	TRAINING EXPENSES	2,127.86
	498/516	111-7010-421.59-10	TRAINING EXPENSES	717.62
	I05/RJ1	111-7010-421.73-10	TRAINING EXPENSES	856.96
	900/440/	111-7040-421.56-41	ADOBE SUBS & DOMAIN PROT.	196.93
	45469	111-9010-419.53-10	CELL PHONE CHARGE	0.99
	22D/811	111-0110-411.58-19	CONFERENCE EXPENSES	941.76
	209/179	111-5055-419.59-15	PROF. DEVELOPMENT TRAINING	270.46
	160685	111-9010-419.61-20	DRINKING WATER PD	905.08
AMERICAN EXPRESS Total				21,990.85
ANTHEM SPORTS, LLC	409430	111-6030-451.61-35	SPORT SUPPLIES	999.81
ANTHEM SPORTS, LLC Total				999.81
AT&T	22397833	111-9010-419.53-10	PHONE SERVICE SEPT 2024	449.44

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
AT&T	133140061724	111-9010-419.53-10	ACCT# 8413131320133140 JUN24	159.97
	170094501060124	111-9010-419.53-10	ACCT #170094501 JUNE	1,999.00
	254715586-JUNE	111-9010-419.53-10	ACCT# 254715586-JUNE	123.05
	254844269-JUNE	111-9010-419.53-10	ACCT# 254844269-JUNE	112.35
	254852700-JUNE	111-9010-419.53-10	ACCT# 254852700-JUNE	123.05
	283700443-JUNE	111-9010-419.53-10	ACCT# 283700443-JUNE	117.70
	299818061524	111-9010-419.53-10	ACCT#8413131320299818 JUN	169.98
	317316997-JUNE	111-9010-419.53-10	ACCT# 317316997-JUNE	96.30
AT&T Total				3,350.84
BOB BARKER COMPANY INC.	INV2073225	111-7010-421.61-20	JAIL SUPPLIES	736.02
BOB BARKER COMPANY INC. Total				736.02
BUENA PARK HONDA	522572	111-7010-421.43-20	PD UNIT 218 REPAIRS	504.23
	777030	111-7010-421.43-20	PD UNIT 218 REPAIRS	231.54
BUENA PARK HONDA Total				735.77
CALIFORNIA STREET LIGHTING	1214	221-8014-429.61-20	POLE & ARM DELIVER & INSTAL	2,950.00
	1219	221-8014-429.61-20	POLE & ARM DELIVER & INSTAL	3,400.00
CALIFORNIA STREET LIGHTING Total				6,350.00
CALPRIVATE BANK	37401	111-5010-419.59-15	PROF DEVELOP & HOTEL EXPENSE	1,382.67
	37404	111-0110-411.61-20	FEDEX ADMIN	35.55
	37407	111-0110-411.61-20	HOTEL INCIDENTAL REFUND	(155.65)
	37609	111-0240-466.55-42	STARBUCKS	60.00
	37616	111-5010-419.59-15	LIEBERT CASS - COMM DEV	475.00
	37618	111-5055-419.16-20	CODE ENFORCEMENT UNIFORM	57.33
	43839	111-0210-413.61-20	EDIBLE ARRANGEMENT	74.98
	43840	111-0110-411.64-00	COUNCIL MEETING DESERT	124.49
	43841	111-0210-413.61-20	COUNCIL OFFICE SUPPLIES	42.05
	43846	111-3010-415.61-20	FINANCE SUPPLIES	99.19
	43847	111-0110-411.61-20	COUNCIL MAIL SERVICES	6.09
		111-0210-413.59-15	CALIFORNIA CONT.	50.00
	43848	111-0110-411.61-20	COUNCIL MAIL SERVICES	119.15
	2405522	111-0110-411.61-27	OFFICE SUPPLIES	51.34
	2439900	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	134.84
	2469216	111-0110-411.61-26	COM MEMBER FUNERAL FLOWER	29.13
	1123233615	111-0110-411.61-19	COUNCIL OFFICE SUPPLIES	51.33
	2401134HW	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	39.49

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CALPRIVATE BANK	2405522JN	111-0110-411.61-21	COUNCIL OFFICE SUPPLIES	51.33
		111-0110-411.61-26	COUNCIL OFFICE SUPPLIES	51.33
		111-0110-411.61-28	OFFICE SUPPLIES	51.33
		111-0110-411.66-05	COUNCIL MEETING MEAL	199.90
	2405522JP	111-0110-411.66-05	PORTO VILLAGE PIZZA	27.90
	2419880JJ	111-0110-411.61-19	ICMA MEMBERSHIP	1,408.00
	2423168J1	111-0110-411.61-20	COUNCIL MEETING MEALS	66.19
	2423168J2	111-0110-411.61-20	YOGURTLAND COUNCIL MEETING	221.99
		111-0110-411.66-05	COUNCIL OFFICE SUPPLIES	55.01
			YOGURTLAND COUNCIL MEETING	198.00
	2423168J9	111-0110-411.66-05	COUNCIL OFFICE SUPPLIES	68.52
	246216JL2	111-0110-411.61-19	COUNCIL OFFICE SUPPLIES	22.44
	2469216HV	111-0110-411.66-05	COUNCIL OFFICE SUPPLIES	54.20
	2469216HZ	111-0110-411.66-05	FINANCE OFFICE SUPPLIES	134.89
	2469216J0	111-0110-411.66-05	NURSING SIGN	27.51
		111-3010-415.61-20	FINANCE OFFICE SUPPLIES	32.79
	2469216J3	111-9010-419.61-20	YOGURTLAND COUNCIL MEETING	450.98
	2469216J4	111-3010-415.61-20	COM & COM RELATI SUPPLIES	19.99
	2469216JE	111-0310-413.74-10	COM & COM RELATI SUPPLIES	716.62
	2469216JF	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	90.02
	2469216JJ	111-0110-411.66-05	COUNCIL OFFICE SUPPLIES	73.12
	2469216JL	111-0310-413.61-20	COUNCIL OFFICE SUPPLIES	44.89
		111-0110-411.61-19	COM MEMBER FUNERAL FLOWER	29.13
		111-0110-411.61-21	COM MEMBER FUNERAL FLOWER	29.13
		111-0110-411.61-27	COM MEMBER FUNERAL FLOWER	29.13
		111-0110-411.61-28	COM MEMBER FUNERAL FLOWER	29.13
	2474400J8	111-0110-411.66-05	COUNCIL OFFICE SUPPLIES	310.05
	2480197HS	111-0110-411.66-05	COUNCIL MEETING MEALS	233.18
	2494300JJ	111-0110-411.66-05	COUNCIL OFFICE MEAL	48.00
	6/1/202	111-0310-466.55-57	PROF DEVELOP & HOTEL EXPENSE	1,187.92
	6/5/202	111-8010-415.56-41	MAILING EXPENSES	102.00
	6/7/202	111-0110-411.66-05	COUNCIL MEETING SUPPLIES	438.62
	7423168J4	111-0110-411.66-05	YOGURTLAND CREDIT MEMO	(221.99)
	7469216HX	111-0110-411.66-05	AMAZON CREDIT MEMO	(145.81)
CALPRIVATE BANK Total				8,812.42
CAVENAUGH & ASSOCIATES	110424-110824	111-7010-421.59-10	DUI SEMINAR	620.00
CAVENAUGH & ASSOCIATES Total				620.00

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
CENTRAL BASIN MWD	HP-AUG24	681-8030-461.41-00	IMPORTED WATER AUG 2024	208,485.16
CENTRAL BASIN MWD Total				208,485.16
CENTRAL FORD	50092	111-7010-421.43-20	PD UNIT 966 MAINTENANCE	139.20
	50152	111-7010-421.43-20	PD UNIT 993 MAINTENANCE	99.71
CENTRAL FORD Total				238.91
CENTRAL SQUARE TECHNOLOGIES	421619	742-9010-419.74-09	INVOICE 3 OF 12	15,630.17
CENTRAL SQUARE TECHNOLOGIES Total				15,630.17
CHARTER COMMUNICATIONS	106964801100124	111-9010-419.53-10	SPECTURM BUSINESS ICI SYSTEM	630.00
	170094701050124	111-7040-421.56-41	ACCT# 170094701 MAY24	1,650.00
CHARTER COMMUNICATIONS Total				2,280.00
CINTAS CORPORATION NO 3	4206035682	741-8060-431.56-41	UNIFORM DRY CLEANING	787.52
CINTAS CORPORATION NO 3 Total				787.52
COALITION FOR RESPONSIBLE COMMUNITY	FM1591	111-7024-421.56-41	JANITORIAL SERVICES 10/24	4,422.50
		111-8020-431.56-41	JANITORIAL SERVICES 10/24	1,673.67
		111-8022-419.56-41	JANITORIAL SERVICES 10/24	5,191.99
		111-8023-451.56-41	JANITORIAL SERVICES 10/24	13,706.89
COALITION FOR RESPONSIBLE COMMUNITY Total				24,995.05
COMMERCIAL TIRE COMPANY	1-18475	741-8060-431.43-20	TIRES FOR FLEET	584.49
COMMERCIAL TIRE COMPANY Total				584.49
COMMUNITY VETERINARY HOSPITAL	6419257	111-7010-421.61-20	K-9 SUPPLIES	520.00
	6421785	111-7010-421.61-20	EXAMINATION & ANNUAL VACC	611.00
COMMUNITY VETERINARY HOSPITAL Total				1,131.00
DANA SAFETY SUPPLY	916709-M	111-7010-421.73-11	LAPTOP DOCK STATIONS	4,523.98
DANA SAFETY SUPPLY Total				4,523.98
DATA TICKET INC.	170524	111-7040-421.56-41	CODE ENFORCEMENT PROCESSING	74.50
	170621	111-7040-421.56-41	WEBSITE ONLINE ACCESS	12.50
DATA TICKET INC. Total				87.00
DELL INC.	10773396383	742-9010-410.74-10	SOFTWARE APP & LICENSE	17,965.09
DELL INC. Total				17,965.09

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
DEPARTMENT OF JUSTICE	766122	111-7010-421.56-41	MONTHLY SERVICE SEPT 2024	797.00
DEPARTMENT OF JUSTICE Total				797.00
ESTELA RAMIREZ	5404	111-6060-466.33-20	AEROBIC CLASSES SESSION 3	504.00
ESTELA RAMIREZ Total				504.00
EXPRESS TRANSPORTATION SERVICES LLC	HPE10012024	219-0000-340.30-00	FARES	(1,320.00)
		219-0000-362.20-15	PROPERTY LEASE	(2,000.00)
			VEHICLE LEASE	(500.00)
		219-8085-431.56-43	FIXED TRANSPORTATION SEPT 2024	74,877.34
		220-8085-431.56-43	FIXED TRANSPORTATION SEPT 2024	37,438.66
EXPRESS TRANSPORTATION SERVICES LLC Total				108,496.00
FIFTH ASSET DBA DEBTBOOK	DB20036	111-3010-415.32-40	TIER 1 SUBSCRIPTION FEE	5,775.00
			TIER 2 SUBSCRIPTION FEE	7,875.00
FIFTH ASSET DBA DEBTBOOK Total				13,650.00
FLORES, IRENE T	6569-48	681-0000-228.70-00	CREDIT REFUND	322.74
FLORES, IRENE T Total				322.74
GEORGE CHEVROLET	177243CVW	741-8060-431.43-20	PW UNIT 192 REPAIRS	526.82
	177545CVW	111-7010-421.43-20	PD UNIT 952 REPAIR	19.98
	CVCS465034	111-7010-421.43-20	PARTS REPLACEMENT PD UNIT886	1,665.88
GEORGE CHEVROLET Total				2,212.68
GEOSYNTEC CONSULTANTS, INC.	590404	111-5011-419.56-41	PROFESSIONAL SERVICES SEP24	16,686.86
GEOSYNTEC CONSULTANTS, INC. Total				16,686.86
GLOBAL EQUIPMENT COMPANY INC	122480224	111-7010-421.73-10	PATROL EQUIPMENT LOCKERS	14,816.50
GLOBAL EQUIPMENT COMPANY INC Total				14,816.50
GOVERNMENT STAFFING SERVICES, INC	130489	111-3010-415.56-41	CONSULTING SERVICES	6,396.25
GOVERNMENT STAFFING SERVICES, INC Total				6,396.25
GRAINGER	9272701070	111-8022-419.43-10	FIRE EXTINGUISHER SIGNS	202.24
GRAINGER Total				202.24
HERNANDEZ, JUAN B.	24237-13980	681-0000-228.70-00	CREDIT REFUND	100.87

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
HERNANDEZ, JUAN B. Total				100.87
HOME DEPOT	1274453	111-8010-431.61-20	PW SUPPLIES	86.28
	1535091	111-6010-466.55-50	PW HALLOWEEN SUPPLIES	171.17
	2541648	111-8010-431.61-20	PW SUPPLIES	515.67
	3274323	111-8024-421.43-10	PW SUPPLIES	472.54
	3521314	111-8022-419.43-10	PW SUPPLIES	228.75
	4274297	111-8024-421.43-10	PW SUPPLIES	239.86
	4274988	111-8023-451.43-10	PW SUPPLIES	296.91
	5274910	111-8024-421.43-10	PW SUPPLIES	142.47
	6274848	111-6010-466.55-50	PW SUPPLIES	462.60
	6274851	111-6010-466.55-50	PW SUPPLIES	198.56
	6274860	111-8023-451.43-10	PW SUPPLIES	35.61
	8270079	111-6010-466.55-50	PW HALLOWEEN SUPPLIES	422.78
	8274097	111-6010-466.55-50	PW HALLOWEEN SUPPLIES	911.34
	9230666	111-6010-466.55-50	PW HALLOWEEN SUPPLIES	206.22
	9514749	111-6010-466.55-50	PW HALLOWEEN SUPPLIES	410.47
	9524596	111-8022-419.43-10	PW SUPPLIES	35.21
	9535030	111-8024-421.43-10	PW SUPPLIES	725.43
	9973847	535-8016-431.61-45	PW SUPPLIES	329.58
HOME DEPOT Total				5,891.45
IBE DIGITAL	472195	111-9010-419.44-10	KONICA MINOLTA BLK TONER	18.07
	472296	111-9010-419.44-10	KONICA MINOLTA METERUSAGE	726.89
IBE DIGITAL Total				744.96
IDR ENVIRONMENTAL SERVICES	83658	741-8060-431.43-20	HAZARDOUS MATERIAL DISPOSAL	3,165.35
IDR ENVIRONMENTAL SERVICES Total				3,165.35
INFRAMARK LLC	134405	283-8040-432.56-41	10/24 ROUTINE MAINTENANCE	14,725.95
		681-8030-461.56-41	10/24 ROUTINE MAINTENANCE	113,518.10
INFRAMARK LLC Total				128,244.05
INFRASTRUCTURE ARCHITECTS INC	542	787-8936-499.56-41	09/24 ARCHITECTURAL SERVICE	1,602.50
INFRASTRUCTURE ARCHITECTS INC Total				1,602.50
INFRASTRUCTURE ENGINEERS	442396	111-8080-431.56-62	07/2024 ENGINEERING SERVICE	25,790.00
		221-8010-431.56-41	07/2024 ENGINEERING SERVICE	5,733.00
		681-8030-461.56-41	07/2024 ENGINEERING SERVICE	7,700.00

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INFRASTRUCTURE ENGINEERS	457094	111-8080-431.56-62	09/2024 ENGINEERING SERVICE	25,651.00
		221-8010-431.56-41	09/2024 ENGINEERING SERVICE	8,908.00
INFRASTRUCTURE ENGINEERS Total				73,782.00
INNER CITY VISIONS	1035	239-5210-463.56-41	HOMELESS OUTREACH 7/24-6/25	10,594.74
INNER CITY VISIONS Total				10,594.74
INTOXIMETERS INC	771342	111-7010-421.61-20	ALCOHOL TEST MOUTHPIECES	332.69
INTOXIMETERS INC Total				332.69
IRRI CARE PLUMBING AND BACKFLOW	16905	535-8090-452.43-20	BACKFLOW TEST	1,200.00
IRRI CARE PLUMBING AND BACKFLOW Total				1,200.00
JCL TRAFFIC	126152	221-8012-429.61-20	DUI CHECKPOINT SIGNS	165.38
JCL TRAFFIC Total				165.38
JOEL GORDILLO	JG202410	111-1010-411.56-41	MEDIA TECH SERVICES	1,650.00
JOEL GORDILLO Total				1,650.00
JONES LUMBER COMPANY, INC	357908	221-8010-431.61-21	MATERIALS FOR SIDEWALK	1,256.62
JONES LUMBER COMPANY, INC Total				1,256.62
JULIO VEGA	HP030050590	111-0000-351.10-10	CITATION REFUND	102.00
JULIO VEGA Total				102.00
JXTRA ENTERTAINMENT	70	111-6010-466.55-50	HALLOWEEN DJ	640.00
JXTRA ENTERTAINMENT Total				640.00
KIMBALL MIDWEST	102692101	741-8060-431.43-20	SHOP SUPPLIES	461.23
	102696525	741-8060-431.43-20	SHOP SUPPLIES	242.47
KIMBALL MIDWEST Total				703.70
LACMTA	10152024	219-8085-431.58-50	TAP CARDS SEPT 2024	258.52
LACMTA Total				258.52
LAN WAN ENTERPRISE, INC	75460	742-9010-419.74-09	AGREEMENT MASTER SEP24	52,722.60
	75537	742-9010-419.74-09	AGREEMENT MASTER OCT24	52,722.60
LAN WAN ENTERPRISE, INC Total				105,445.20

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
LB JOHNSON HARDWARE CO.	134452	111-8024-421.43-10	PD BUILD REPAIR MATERIAL	24.62
	134460	111-8024-421.43-10	PD BUILD REPAIR MATERIAL	354.35
	452319	111-8024-421.43-10	PD BUILD REPAIR MATERIAL	49.92
LB JOHNSON HARDWARE CO. Total				428.89
LITTLEJOHN REULAND CORPORATION	65934	681-8030-461.43-30	WELL #14 MOTOR	7,625.46
LITTLEJOHN REULAND CORPORATION Total				7,625.46
MARIA D LOPEZ	HP030020815	111-0000-351.10-10	CITATION REFUND	55.00
	HP030023609	111-0000-351.10-10	CITATION REFUND	54.00
MARIA D LOPEZ Total				109.00
MARX BROS FIRE EXTINGUISHER	P22873	741-8060-431.43-20	AMEREX ABC FIRE EXTINGUISHER	504.39
	P22876	741-8060-431.56-41	MAINTENANCE	436.38
	P22889	111-8024-421.43-10	ANNUAL MAINTENANCE	492.96
MARX BROS FIRE EXTINGUISHER Total				1,433.73
ME SQUEEZE BIONICOS, LET	20529-21446	681-0000-228.70-00	CREDIT REFUND	105.06
ME SQUEEZE BIONICOS, LET Total				105.06
MEJIA EDITH	HP03004	111-0000-351.10-10	CITATION REFUND	55.00
MEJIA EDITH Total				55.00
MOMAR, INC	PSI5844	111-8095-431.61-50	PAINT FOR GRAFFITI	903.16
MOMAR, INC Total				903.16
MOTOROLA SOLUTIONS, INC	8281996650	111-7010-421.74-10	AUDIO ACCESSORIES	946.01
MOTOROLA SOLUTIONS, INC Total				946.01
MYERS AND SONS HI-WAY SAFETY, INC	162698	221-8012-429.61-20	ONE WAY SIGNS	1,152.49
MYERS AND SONS HI-WAY SAFETY, INC Total				1,152.49
NATIONWIDE ENVIRONMENTAL SERVICES	34251	221-8010-431.56-41	STREET SWEEPING SERVICES	64,945.61
	34252	220-8070-431.56-41	BUS STOP SHELTER CLEANING	22,077.53
NATIONWIDE ENVIRONMENTAL SERVICES Total				87,023.14
NEW CHEF FASHION INC.	1087600	111-7010-421.61-20	PD UNIFORM	99.20
NEW CHEF FASHION INC. Total				99.20

City of Huntington Park
Demand Register
November 4, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
NORTH STAR LAND CARE	1601-867	535-8090-452.56-60	LANDSCAPE SERVICE SEPT 24	37,617.75
	1601-875	535-8090-452.56-60	TREE MAINTENANCE SEPT 24	23,436.00
NORTH STAR LAND CARE Total				61,053.75
OK PRINTING DESIGN & DIGITAL PRINT	3675	111-6010-466.55-50	HALLOWEEN EVENT FLYERS	512.43
	3682	111-7010-421.61-20	ENVELOPES	273.30
	3694	111-8020-431.61-20	TEMP NO PARKING SIGNS	1,762.49
OK PRINTING DESIGN & DIGITAL PRINT Total				2,548.22
OMEGA LAUNDRY	24837-25796	681-0000-228.70-00	FINAL BILL REFUND	1,255.83
OMEGA LAUNDRY Total				1,255.83
ORANGE COUNTY SHERIFF'S DEPT	111824-112224	111-7010-421.59-10	TRAFFIC COLLISION TRAINING	525.00
ORANGE COUNTY SHERIFF'S DEPT Total				525.00
O'REILLY AUTO PARTS	2959-135294	741-8060-431.43-20	DUPLICATE INVOICE PAID	(206.62)
	2959-157439	741-8060-431.43-20	TERMINAL CRIMPLING TOOL	242.54
	2959-160713	741-8060-431.74-10	FLEET SUPPLIES	4,159.91
O'REILLY AUTO PARTS Total				4,195.83
PHONE SUPPLEMENTS INC.	134763	111-7010-421.61-20	HEADSETS	677.41
PHONE SUPPLEMENTS INC. Total				677.41
QUINN COMPANY	81C609166	741-8060-431.43-20	FLEET SUPPLIES	143.93
	81C609180	741-8060-431.43-20	FUEL FILTER FOR FLEET	20.65
	PC811024093	741-8060-431.43-20	GENERATOR PARTS	143.93
	PC811024094	741-8060-431.43-20	GENERATOR PARTS	20.65
QUINN COMPANY Total				329.16
R & A TANK TECHNOLOGIES LLC	1001-2037	741-8060-431.43-20	AUG-SEPT 2024 INSPECTION	350.00
	2024-1523	741-8060-431.43-20	SB989 TESTING	3,120.00
R & A TANK TECHNOLOGIES LLC Total				3,470.00
REVIVE WOUND CARE CENTER INC	24991-10656	681-0000-228.70-00	CREDIT REFUND	900.24
REVIVE WOUND CARE CENTER INC Total				900.24
RINCON CONSULTANTS, INC.	60757	113-9050-462.56-41	CONSULTING SERVICES	8,030.25
RINCON CONSULTANTS, INC. Total				8,030.25

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
ROBERT HALF INC	6405270	111-3010-415.56-41	LABOR INVOICE WE: 9/6/24	1,320.00
	6405683	111-3010-415.56-41	LABOR INVOICE WE: 9/6/24	4,245.00
	6408320	111-3010-415.56-41	LABOR INVOICE WE: 9/13/24	28,911.59
	6409618	111-2030-413.11-00	LABOR INVOICE WE: 9/13/24	1,836.00
	6417897	111-3010-415.56-41	LABOR INVOICE WE:10/11/24	1,760.00
	6418013	111-3010-415.56-41	LABOR INVOICE WE:10/11/24	3,600.00
	6421535	111-3010-415.56-41	LABOR INVOICE WE: 10/18/24	1,793.00
	6421745	111-3010-415.56-41	LABOR INVOICE WE: 10/18/24	3,600.00
ROBERT HALF INC Total				47,065.59
SC FUELS	IN-0000594786	741-8060-431.62-30	CITY WIDE FUEL	23,539.59
SC FUELS Total				23,539.59
SPARTANS CARWASH	226	111-7010-421.43-20	CARWASH SERVICES	396.00
	227	111-7010-421.43-20	CARWASH SERVICES	45.00
	228	111-7010-421.43-20	CARWASH SERVICES	45.00
	231	111-7010-421.43-20	CARWASH SERVICES	90.00
	233	111-7010-421.43-20	CARWASH SERVICES	341.00
	234	111-7010-421.43-20	CARWASH SERVICES	341.00
SPARTANS CARWASH Total				1,258.00
STACY MEDICAL CENTER	3160-54908	111-7010-421.56-41	PREBOOKING EXAMS	609.50
STACY MEDICAL CENTER Total				609.50
STANDARD INSURANCE COMPANY	378917	111-0000-217.50-70	MONTHLY PREMIUM 11/2024	8,004.76
STANDARD INSURANCE COMPANY Total				8,004.76
STAPLES ADVANTAGE	7002411566	111-0210-413.61-20	OFFICE SUPPLIES	91.60
		111-2030-413.61-20	OFFICE SUPPLIES	194.44
		111-3010-415.61-20	OFFICE SUPPLIES	235.05
		111-5010-419.61-20	OFFICE SUPPLIES	187.95
		111-6010-451.61-20	OFFICE SUPPLIES	373.62
		111-6030-451.61-35	OFFICE SUPPLIES	171.23
		111-6065-466.61-20	OFFICE SUPPLIES	209.18
		111-7010-421.61-20	OFFICE SUPPLIES	(298.76)
		111-7030-421.61-20	OFFICE SUPPLIES	265.36
		111-7040-421.61-31	OFFICE SUPPLIES	120.98
		STAPLES ADVANTAGE Total		

City of Huntington Park
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November 4, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
STERICYCLE INC	8008711866	111-7010-421.56-41	BIOHAZARD WASTE DISPOSAL	49.54
STERICYCLE INC Total				49.54
THE FLAG SHOP	21289	111-8022-419.43-10	BRASS SWIVEL SNAPS	377.42
	21290	111-8022-419.43-10	USA FLAGS	1,104.26
THE FLAG SHOP Total				1,481.68
THE LA EMPIRE	6767	111-6040-451.61-35	ADULT SPORT SUPPLIES	862.00
THE LA EMPIRE Total				862.00
T-MOBILE USA	9581143969	111-7010-421.61-20	DETECTIVE GPS LOCATE	115.00
T-MOBILE USA Total				115.00
TYLER TECHNOLOGIES, INC.	045-485365	787-8951-419.43-15	FINANCIAL SYSTEM & LICENSE FEE	66,732.15
	045-485927	787-8951-419.43-15	FINANCIAL SYSTEM SEP24	1,585.64
	045-486641	787-8951-419.43-15	FINANCIAL SYSTEM SEP24	2,960.00
	045-488162	787-8951-419.43-15	FINANCIAL SYSTEM SEP24	3,917.78
TYLER TECHNOLOGIES, INC. Total				75,195.57
U.S. ARMOR CORPORATION	47326	111-7010-421.74-10	BALLISTIC VEST	471.29
		233-7010-421.74-10	BALLISTIC VEST	471.28
U.S. ARMOR CORPORATION Total				942.57
U.S. BANK EQUIPMENT FINANCE	528351430	111-9010-419.44-10	MONTHLY FEES MAY24	5,336.20
	530482595	111-9010-419.44-10	IBE MONTHLY FEES MAY24	88.54
U.S. BANK EQUIPMENT FINANCE Total				5,424.74
VELADA CONSULTING LLC	67	111-0310-413.56-41	CONSULTING SERVICES	7,500.00
VELADA CONSULTING LLC Total				7,500.00
VERITONE, INC	813272	742-7010-421.74-09	SOFTWARE APP & LICENSE	4,800.00
VERITONE, INC Total				4,800.00
WALTERS WHOLESALE ELECTRIC	S126484022.001	535-8016-431.61-45	STREETLIGHT REPAIRS	373.39
WALTERS WHOLESALE ELECTRIC Total				373.39
WATER REPLENISHMENT DISTRICT	8312024	681-8030-461.41-00	GROUNDWATER PROD ALP 2378	107,847.23
	2406-T22-016	681-8030-461.41-00	TITLE 22 01/24-06/24	26,343.00
WATER REPLENISHMENT DISTRICT Total				134,190.23

City of Huntington Park
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November 4, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
WEST GOVERNMENT SERVICES	850851765	742-7010-421.74-09	SOFTWARE SUBSCRIPTION 09/24	1,802.64
WEST GOVERNMENT SERVICES Total				1,802.64
WESTERN EXTERMINATOR COMPANY	458338C	111-7024-421.56-41	PEST CONTROL MAINTENANCE	74.00
		111-8020-431.56-41	PEST CONTROL MAINTENANCE	102.48
		111-8022-419.56-41	PEST CONTROL MAINTENANCE	67.10
		111-8023-451.56-41	PEST CONTROL MAINTENANCE	245.75
		535-8090-452.56-60	PEST CONTROL MAINTENANCE	194.26
WESTERN EXTERMINATOR COMPANY Total				683.59
WHITTIER POLICE DEPARTMENT	25 MAV 004	111-7010-421.43-20	MUTUAL AID VEHICLE MAINTENANCE	500.00
WHITTIER POLICE DEPARTMENT Total				500.00
Grand Total				4,120,778.99

REGULAR AGENDA

ITEM 1



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

November 4, 2024

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:

INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA AMENDING TITLE 2, CHAPTER 3, ARTICLE 4, SECTION 2-3.405(C) OF THE HUNTINGTON PARK MUNICIPAL CODE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Introduce Ordinance of the City of Huntington Park Amending Title 2, Chapter 3, Article 4, Section 2-3.405(c) as described below to remove the language resting authority with the City Council to appoint, transfer, promote, demote, reinstate, layoff and suspend, or dismiss the City's Directors/Department Heads.

BACKGROUND

The council-manager form is the system of local government that combines the strong political leadership of elected officials in the form of a council or other governing body with the strong managerial experience of an appointed local government manager. The form establishes a representative system where all power is concentrated in the elected council and where the council hires a professionally trained manager to oversee the delivery of public services. In council-manager government, council members are the leaders and policymakers elected to represent various segments of the community and concentrate on policy issues responsive to citizens' needs and wishes. The council appoints the City Manager to carry out policy and ensure the entire community is served.

Section 2-3.405(c) of the Huntington Park Municipal Code ("HPMC") outlines the powers and duties of the City Manager in the City of Huntington Park, including role, responsibilities, powers, and authority of the City Manager.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK,
CALIFORNIA AMENDING TITLE 2, CHAPTER 3, ARTICLE 4, SECTION 2-3.405(C) OF
THE HUNTINGTON PARK MUNICIPAL CODE**

November 4, 2024

Page 2 of 2

In order to allow more accountability, better information flow, and efficient management of the city operation, a member of the City Council proposed the following changes for Council's consideration:

1. Remove the language vesting the City Council with the authority to appoint, transfer, promote, demote, reinstate, layoff and suspend, or dismiss the City's Directors/Department heads.

FISCAL IMPACT/FINANCING

The recommended action can be carried out without additional impact on the current operating budget.

CONCLUSION

Upon Council approval, this Ordinance will be introduced for first reading and staff will be directed to return this Ordinance for second reading at the City Council meeting of November 18, 2024. If adopted, this Ordinance will take effect thirty (30) days thereafter and will become part of the Huntington Park Municipal Code.

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Ordinance amending Title 2, Chapter 3, Article 4, Section 2-3.405(c) of the Huntington Park Municipal Code

1 ATTACHMENT "A"

2 ORDINANCE NO. _____

3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
4 HUNTINGTON PARK, CALIFORNIA, AMENDING TITLE 2,
5 CHAPTER 3, ARTICLE 4, SECTION 2-3.405(C) OF THE
6 HUNTINGTON PARK MUNICIPAL CODE

7 THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY
8 ORDAIN AS FOLLOWS:

9 SECTION 1. THAT CHAPTER 3, ARTICLE 4, SECTION 2-3.405(c), POWERS AND
10 DUTIES OF THE CITY MANAGER, OF THE HUNTINGTON PARK MUNICIPAL CODE IS
11 HEREBY AMENDED AND SHALL READ AS FOLLOWS:

12 Sec. 2-3.405, Powers and duties.

13 The City Manager shall be the administrative head of the government of the City under
14 the direction and control of the Council ...

- 15 c. Powers of Appointment and Removal. Subject to the rules and regulations for the
16 administration of the personnel system of the City, it shall be the duty of the City
17 Manager or designee to approve the appointment, transfer, promotion, demotion,
18 reinstatement, layoff and suspension or dismissal of all City employees, and
19 management personnel, and to report all such actions to the Council. ~~The~~
20 ~~appointment, transfer, promotion, demotion, reinstatement, layoff and suspension or~~
21 ~~dismissal of the City's Directors/Department Head shall rest with the City Council.~~

22 ...

23 SECTION 2. This Ordinance shall take effect thirty (30) calendar days after its final passage by
24 the City Council.

25 SECTION 3. The City Clerk shall attest to the passage and adoption of this Ordinance, and shall
26 cause same to be posted as required by law.

27 PASSED, APPROVED AND ADOPTED this ____ day of _____, 2024.

28 ATTEST:

APPROVED AS TO FORM:

Eduardo Sarmiento, CMC
City Clerk

Arnold M. Alvarez-Glasman
City Attorney

ITEM 2



CITY OF HUNTINGTON PARK
Communications and Community Relations Department
City Council Agenda Report

November 4, 2024

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:

RECOMMENDATIONS FOR SPECIALIZED PROFESSIONAL PUBLIC AFFAIRS AND STRATEGIC PLANNING SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Review and consider recommended options provided by staff to obtain specialized professional public affairs and strategic planning services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park has significantly invested in developing a comprehensive public affairs program, demonstrating our commitment to transparency and effective public communication. The Communications and Community Relations Department manages public affairs, government relations, and media inquiries, providing timely information to residents through social media, email, the City's website, and other City-owned digital resources.

This outreach has proven effective, with over 45,000 monthly emails sent to the community. Data from the City's email marketing platform shows an impressive 40% open rate, indicating that the current approach keeps residents informed about City issues, programs, meetings, and services.

Currently, Velada Consulting LLC provides Public Information Officer services to the City under a month-to-month agreement that began after the prior contract ended on November 9, 2023. Despite requesting proposals for a new contract, the City has yet to award one. The Council has asked for a report with recommendations on moving forward with these services.

To support the City's needs during major events or emergencies, staff recommend two options for securing specialized public affairs services:

RECOMMENDATIONS FOR SPECIALIZED PROFESSIONAL PUBLIC AFFAIRS AND STRATEGIC PLANNING SERVICES

November 4, 2024

Page 2 of 2

Option 1: Establish a professional services agreement with a public affairs firm specializing in services for law enforcement agencies.

Option 2: Establish a professional services agreement with a firm specializing in crisis management.

Both options offer significant benefits for the City. They provide expertise for managing major events or emergencies and reduce annual costs by structuring contracts on a time-and-materials basis. This approach not only ensures effective crisis management but also optimizes the City's resources. Meanwhile, the Communications Department will continue enhancing its public outreach capabilities, further strengthening the City's public affairs program.

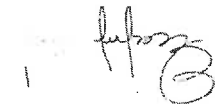
FISCAL IMPACT/FINANCING

There are no fiscal impacts associated with this directive. Public affairs contract services were approved in the FY 24-25 budget.

CONCLUSION



RICARDO REYES
City Manager



SERGIO INFANZON
Director of Communications and Community Relations

ITEM 3



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 4, 2024

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

Honorable Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT ON CALL BUILDING AND SAFETY, PLANNING, AND ARCHITECTURAL SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide On Call Building and Safety, Planning and Architectural Services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2017, the City Council authorized a four (4) year agreement with Infrastructure Engineers Inc. (I.E.) to provide professional engineering services and building and safety services. The agreement commenced on January 1, 2018, and concluded on December 31, 2021. The City Council authorized language in the contract to allow for three (3) one (1) year contract extension options at the discretion of the City Council. Infrastructure Engineers first extension was approved by the City Council on December 7, 2021, and expired on December 31, 2022. A second extension was authorized on December 20, 2022, and expired on December 31, 2023. The third and final extension, per the contract, is set to expire on December 31, 2024.

Staff has prepared a request for proposal for services utilized by the Community Development Department. These services include building and safety services, planning services, and architectural services. Multiple RFPs are included as Attachment "A" in the

CONSIDERATION AND APPROVAL TO SOLICIT ON CALL BUILDING AND SAFETY, PLANNING, AND ARCHITECTURAL SERVICES.

November 4, 2024

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Council's agenda. RFPs have been developed to the specific requirements of the various disciplines. City Council will have the opportunity to select various firms who are known for their technical abilities, staffing resources and cost.

The following is a tentative schedule:

RFP(s) ISSUED	11/5/24
REQUEST FOR INFORMATION DEADLINE: 11:00 AM	11/21/24
RELEASE OF INFORMATION REQUESTED: 5:00 PM	11/27/24
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	12/4/24
TENTATIVE CITY COUNCIL AWARD DATE	1/6/25
NOTICE TO PROCEED DATE	2/1/25

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.

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

FISCAL IMPACT/FINANCING

At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform the requested professional services. Once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting. The current services are included in the FY24/25 budget.

**CONSIDERATION AND APPROVAL TO SOLICIT ON CALL BUILDING AND SAFETY,
PLANNING, AND ARCHITECTURAL SERVICES.**

November 4, 2024

Page 3 of 3

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Community Development Director

ATTACHMENT(S)

- A. RFP(s) For On Call Building and Safety, Planning, and Architectural Services.



CITY OF HUNTINGTON PARK

Request for Proposals

**On-Call Building Plan Check, Building Inspection,
and Planning Consulting Services**

Release Date: Tuesday, November 5, 2024

Questions Due: Thursday, November 21, 2024, at 11 a.m. PDT

Due Date: Wednesday, December 4, 2024, at 11 a.m. PDT

Attachment A

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Attachment A

TO PROSPECTIVE PROPOSERS

The City of Huntington Park ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

November 5, 2024

PROJECT

On-call Building Plan Check, Building Inspection, and Planning Consulting Services

PROPOSAL OWNER

City of Huntington Park –Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Steve Forster, Community Development Director
Contact Phone: (323) 584-6392
Contact E-Mail: SForster@hpca.gov

PROPOSAL CONTACT

City of Huntington Park –Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Jose Maldonado, Administrative Clerk
Contact Phone: (323) 584-6392
Contact E-Mail: JMaldonado@hpca.gov

Any questions about this RFP should be submitted via the above referenced contact information by Tuesday, November 5, 2024, at 11:00 a.m. PST. Prospective vendors must register their business with the City before being able to view or submit a response.

Attachment A

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Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – References

Attachment A

1.0 Notice Inviting Proposals

The City of Huntington Park seeks proposals from qualified vendors to provide building plan check, building inspection, and planning services following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

<https://hpca.gov/714/Bids-and-RFPs>

Questions must be submitted by **Thursday, November 21, 2024, at 11:00 a.m. PST.**

*******QUESTIONS MUST BE SUBMITTED VIA E-MAIL*******

Proposals must be submitted by **Wednesday December 4, 2024, at 11:00 a.m. PST.**

Responses will be evaluated to determine the vendor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

Attachment A

2.0 Introduction

The City of Huntington Park invites prospective vendors to submit a proposal to provide professional building plan check, building inspection, and planning consulting services. The selected firm will provide Building Plan Checks under the direction of the Community Development Department.

About the City of Huntington Park

Huntington Park is a city in the County of Los Angeles. Founded and incorporated in 1906, the City is an 3.02 square mile General Law City with a five member City Council located southeast of Downtown Los Angeles. Currently, the City has a population of approximately 54,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services.

3.0 Timeline

- | | |
|---------------------------------|---|
| • Release RFP | Tuesday November 5, 2024 |
| • Q&A Deadline | Thursday, November 21, 2024, 11 a.m. PDT |
| • Deadline to Submit Responses | Wednesday, December 4, 2024, at 11 a.m. PDT |
| • City Review of Submissions | Early December 2024 |
| • Notifications Sent to Vendors | Early January 2025 |
| • Award | January 2025 |

4.0 Purpose

The purpose of this solicitation is to identify a qualified vendor to assist the City with the knowledge and expertise in all aspects of the services requested in this RFP. On-call professional consulting services, with respect to specific disciplines, will serve great purpose to address needs with short-notice.

The benefits of having an on-call contract in place include:

- Technical expertise
- Accelerated procurement and authorization
- Independent and objective assessments
- Consolidates competition and procurement process
- Consultants that bring specialized expertise
- Consultants that are familiar or can quickly become familiar with Huntington Park's needs and values

Attachment A

The City is seeking to establish an agreement with a minimum term of three (3) years with up to two (2), one (1) year extension options for a total of up to five (5) years. This requirement may change during the process of finalizing the agreement with the selected vendor. The city may opt to award multiple vendors for grant writing services.

5.0 Scope of Work/Services

The City of Huntington Park is requesting proposals from qualified vendors capable of providing building plan check, building inspection, planning services, and staff augmentation to the City.

The City is seeking a qualified consultant to provide building official, permit technician, plan check, inspection, and planning and zoning services to support the Planning and Community Development Department. The work consists of multiple disciplines and proposing consultants must list similar services to those requested in this RFP provided to other municipalities with the last five (5) years. Proposals may include all services or in part. Consultants should have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs. Consultants should have excellent interpersonal communication skills and the ability to interact with various people during a project, as well as have the administrative and fiscal capability to provide and manage the proposed services. Consultants must also be well versed in identifying problems or issues that may warrant City Council's and City Manager's attention and represent the City in the most professional and knowledgeable manner as an expert in the subject field and champion the purpose and direction of the City of Huntington Park.

Building and Safety

In general, the selected consultant will be expected to provide on-call staff for inspection, permit tech counter staffing, and plan check services to support the Building and Safety Division, including but not limited to the following:

- Provide building department support staff to include on-site building official, building inspector(s), permit technician(s), and plans examiners/engineers on an on-call basis.
- The consultant shall have on staff a: California Licensed Structural Engineer(s), California Certified Access specialists (CAsp), as well as, ICC certified, building official, building inspectors, and plans examiners. All staff utilized by the Consultant shall be appropriately licensed, registered, and certified as required by the State of California and the City to perform each of the specific scopes of work.

Attachment A

- Review all plans and supporting documents submitted for projects for which a building permit is requested.
- Prepare reports specifying corrections, if needed, and transmit to applicant.
- Ability to review projects and provide comments within timelines specified by the City, (14 Calander Days).
- Process plan revisions and verify that corrections have been satisfactorily made in a timely manner.
- Answer public inquiries by telephone, mail, email, virtual meeting, conference call or in person at a public counter regarding plan reviews, application submittal requirements, etc.
- Facilitation of special projects, including but not limited to drafting municipal/zoning code amendments, utilizing tools for data analysis and scenario planning, and providing architectural review.
- Consultant shall review all plan check applications for accuracy and make all necessary revisions to such items as description, square footage, type of construction, and use. All plan review correction materials including marked-up plans, documents, and plan check correction lists shall be provided in the City desired format to the City representative immediately upon completion of the plan review at no extra charge to the City. This process includes the delivery of a hard copy of the reviewed plan and correction list.
- The City encourages electronic plan submittal. Consultant shall provide plan review and scope of work services through an established electronic review system, provide access and training to City staff as needed, in accordance with City policies and practices. All ePlan records of corrections, approvals, and comments shall be entered in the City's system in a manner that is in accordance with customer service standards and policies.

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- All fees waived for City projects. Any services described above, or not mentioned, for City-sponsored projects shall not be subject to fees imposed by the selected consultant.

Planning Division

- Providing Planning staffing, including Planning Counter Technicians, Planners, to be present at City Hall and hold office hours as determined by the City.
- Analyze projects for compliance with the City's General Plan, zoning ordinance, applicable specific plans, and other policies.
- Review and process ministerial applications and discretionary entitlements, such as plan checks; conditional use permits; site plan review; variances; tentative maps; sign permits; text amendments; General Plan and Zoning amendments for residential, commercial, mixed-use, and industrial projects; and the like.
- Prepare reports specifying corrections to plan checks, if needed, and transmit to applicant.
- Prepare reports and feasibility studies as needed.
- Attend public hearings and community meetings as necessary.
- Analyze projects for compliance with the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA") as needed.
- Ability to review projects and provide comments with timeliness specified by the City.

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- Ability to write Planning Commission and City Council staff reports, resolutions, ordinances, conditions of approval, and give oral presentations.
- Facilitation of special projects, including but not limited to drafting zoning code amendments, utilizing tools for data analysis, planning, and providing architectural review for proposed projects.

6.0 Vendor Qualifications

The selected vendor must have the following minimum qualifications:

- A. Must have knowledge of all disciplines listed in this RFP
- B. No pending complaints through the Better Business Bureau, State of California Department of Consumer Affairs
- C. Proposing consultant must provide a list of similar services, as requested in this RFP
- D. Provide a description of all past/ pending lawsuits or legal citations taken by the consultant or against the consultant

Background Check

Vendor representatives working on-site and in some remote capacities, may be required to undergo a background check conducted by the City.

7.0 Proposal submittal

Include Hourly Rate for all proposed positions and rates for all other services as consultant chooses. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

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8.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

- A. **Proposal Evaluation** – City staff will review each submission to ensure adherence to the minimum/proposal format requirements. This will include the following:
 - i. Qualifications as they relate to this project
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience
 - c. Knowledge of the City of Huntington Park
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
 - ii. Reputation for integrity and competence
 - a. Positive Reference Checks
 - b. Work Samples
 - iii. Proposed fees for services

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing or by email no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the City Manager for determination. Protest must be submitted to the City Manager by mail or e-mail within the specified time frame. Protests can be sent to:

Attachment A

Mail:
Ricardo Reyes, City Manager
City of Huntington Park
Attn: City Manager
6550 Miles Avenue
Huntington Park, CA 90255

or

E-mail:
RReyes@hpca.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
 - The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The City Manager will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The City Manager has the authority to decide on all protests.

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A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Vendor a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement

The resulting agreement (see attached sample) shall be signed by the successful Vendor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance

The Vendor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

If requested, the "City of Huntington Park, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

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C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

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

Endorsements (if requested)

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Huntington Park, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

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Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible

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- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Huntington Park Municipal Code.

13.0 Non-Commitment of City

While the City intends to select a vendor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Vendor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Vendor allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Vendor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work. The City reserves the right to have any consultant employee removed from working within City Hall for no cause.

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15.0 Records

The vendor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Vendor to audit any performance aspect under this agreement.

16.0 Subcontractors

The vendor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Vendor and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

17.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Vendor. These changes will be processed by the City Manager.

18.0 Disclosure of Information

- A. The Vendor agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Vendor shall be used exclusively in connection with the performance of services.
- B. The Vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Vendor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 City of Huntington Park Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.

Attachment A

- ii. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please provide:

A – Proposal

B – Cost Proposal

C – References

Please review:

Appendix A Sample PSA



CITY OF HUNTINGTON PARK

Request for Proposals

On-Call Architectural Services

Release Date: Tuesday, November 5, 2024

Questions Due: Thursday, November 21, 2024, at 11 a.m. PDT

Due Date: Wednesday, December 4, 2024, at 11 a.m. PDT

Attachment A

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Attachment A

TO PROSPECTIVE PROPOSERS

The City of Huntington Park ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

November 5, 2024

PROJECT

On-Call Engineering and Architectural Services

PROPOSAL OWNER

City of Huntington Park –Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Steve Forster, Community Development Director
Contact Phone: (323) 584-6392
Contact E-Mail: SForster@hpca.gov

PROPOSAL CONTACT

City of Huntington Park –Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Jose Maldonado, Administrative Clerk
Contact Phone: (323) 584-6392
Contact E-Mail: JMaldonado@hpca.gov

Any questions about this RFP should be submitted via the above referenced contact information by Tuesday, November 5, 2024, at 11:00 a.m. PST. Prospective vendors must register their business with the City before being able to view or submit a response.

Attachment A

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Attachment A

1.0 Notice Inviting Proposals

The City of Huntington Park seeks proposals from qualified consultants to provide on-call engineering and architectural services following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

<https://hpca.gov/714/Bids-and-RFPs>

Questions must be submitted by **Thursday, November 21, 2024, at 11:00 a.m. PST.**

*******QUESTIONS MUST BE SUBMITTED VIA EMAIL*******

Proposals must be submitted by **Wednesday December 4, 2024, at 11:00 a.m. PST.**

Responses will be evaluated to determine the consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

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2.0 Introduction

The City of Huntington Park invites prospective consultants to submit a proposal to provide on-call engineering and architectural services. The goal is to have consultants perform roles in engineering, design, construction management, and various other public works related capacities.

About the City of Huntington Park

Huntington Park is a city in the County of Los Angeles. Founded and incorporated in 1906, the City is an 3.02 square mile General Law City with a five member City Council located southeast of Downtown Los Angeles. Currently, the City has a population of approximately 54,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services.

3.0 Timeline

- | | |
|---------------------------------|---|
| • Release RFP | Tuesday November 5, 2024 |
| • Q&A Deadline | Thursday, November 21, 2024, 11 a.m. PDT |
| • Deadline to Submit Responses | Wednesday, December 4, 2024, at 11 a.m. PDT |
| • City Review of Submissions | Early December 2024 |
| • Notifications Sent to Vendors | Early January 2025 |
| • Award | January 2025 |

4.0 Purpose

The purpose of this solicitation is to identify a qualified consultant that can provide the City access to specialized expertise for a range of services required for Capital Improvement Projects. The agreement issued by this RFP will provide flexibility and efficiency in obtaining professional support for Architectural services. These services will aid the department's ability to meet project needs and regulatory meet compliance requirements in federal, state, county and local mandates effectively. On-call services shall commence tentatively on February 1, 2025 and shall remain and continue in effect until December 31, 2027.

The City is seeking to establish an agreement with a minimum term of three (3) years with up to two (2), one (1) year extension options for a total of up to five (5) years. This requirement may change during the process of finalizing the agreement with the selected consultant. The City may opt to award multiple consultants for on-call architectural services.

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5.0 Scope of Work/Services

Under the general direction of Community Development staff, Consultant shall perform consulting services on an “on call or as-needed” basis for various projects assigned by the City. For each on-call service request, the Consultant and the City will agree upon the specific scope of work and cost for that project. The City has the right to retain other consulting firms at its sole discretion when the City believes there will be an economic or other significant advantage for doing so. Services for each contract will be provided on a negotiated fee basis, per work order. No minimum amount of work is guaranteed under these agreements. Compensation will be based on time and materials with an annual not-to-exceed limit agreed upon by both the Consultant and City before work begins.

The scope of work for any one project may involve a particular phase of a project development design or construction and may include but not be limited to the following:

- Developing an overall grant outline; working with appropriate Department staff and team to determine writing assignments, including providing an estimate of how much City staff time will be needed at the beginning of each project.
- Preliminary architectural design concepts, studies, reports, final architectural design of capital projects for bidding purposes (final plans, engineering estimate and plans (PS&E). Activities may include but are not limited to the review of third-party plans and specifications. Oversee the preparation of technical reports and designs for approval/acceptance by the City Engineer.
- Provide construction management services for repair and replacement of City infrastructure. Construction management activities which include, but are not limited to, planning, preparing and communicating schedules and progress of project activities and expenditures, assisting others in establishing project schedules and milestones, setting and evaluating progress on project tasks.

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- Manage and closely monitor CIP budgets to ensure that projects are delivered in a timely manner and within the approved budget. Prepare and review invoices for construction projects, prepare change orders and process invoices.
- During construction, make on-site visits; review material submittals, shop drawings and test results; respond to Request for Information (RFI); draft change orders; assist city staff with contract negotiations; and review pay estimates.
- Provide in-house personnel or sub-consultants for specialties such as electrical, structures, survey landscape, mechanical plumbing, and geotechnical engineering.
- Provide architectural services including preliminary studies, public outreach, drawings, exhibits.
- Assist City staff in processing paperwork and/or Projects through county, State, and Federal agencies.
- Review correspondence from state and federal permitting agencies that require response or action from City Community Development staff.
- Architecture and Landscape Architecture Services.

6.0 Consultant Qualifications

The selected consultant must have the following minimum qualifications:

- A.** Experience working with City Public Works Departments
- B.** State of California Professional Architectural Licenses
- C.** Provide a description of all past/ pending lawsuits or legal actions taken by consultant or against the consultant

Background Check

Consultant representatives working on-site and in some remote capacities, may be required to undergo a background check conducted by the City.

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7.0 Proposal submittal

Include Hourly Rate for all proposed positions and all other rates for all services as consultant chooses. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via email by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Proposers planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

Proposal Evaluation -City staff will review each submission to ensure adherence to the minimum/proposal format requirements. This will include the following:

- i. Qualifications as they relate to this project
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience
 - c. Knowledge of the City of Huntington Park
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
- ii. Reputation for integrity and competence
 - a. Positive Reference Checks
 - b. Work Samples
- iii. Proposed fees for services

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

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9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing or by email no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

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- D. All potential proposers will be advised of a pending protest.

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Attachment A

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If requested, the "City of Huntington Park, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the consultant has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the consultant to provide professional liability or errors and omissions liability insurance in an amount not less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Attachment A

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

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

Endorsements (if requested)

In addition to the Certificate of Insurance, the consultant must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Huntington Park, its officials, employees, and agents" must be endorsed to the consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Attachment A

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements may include the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history
- Any other state or federal regulations that may be applicable under the corresponding grant program

Attachment A

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Huntington Park Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

13.0 Non-Commitment of City

While the City intends to select a consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work. The city reserves the right to have any consultant employee removed from working within City Hall for no cause.

15.0 Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

Attachment A

16.0 Subcontractors

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Consultant's insurance.

17.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

18.0 Disclosure of Information

The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential received by the Consultant shall be used exclusively in connection with the performance of services.

- A. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 City of Huntington Park Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Proposer failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

Attachment A

- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please provide:

A - Proposal of Services

B - Cost Proposal

C – References

Please review:

Appendix A Sample of PSA

ITEM 4



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 4, 2024

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

Honorable Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO MNS ENGINEERING INC. FOR COMMUNITY DEVELOPMENT SERVICES.

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a Professional Services Contract to MNS Engineers, INC. for the management and administrative services related to the City's Community Development Block Grant (CDBG), and other programs funded through the U.S. Department of Housing and Urban Development (HUD) and California Department of Housing and Community Development (HCD).
2. Authorize the City Manager to execute the contract agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 2, 2024, City Council approved the Annual Action Plan for Fiscal Year (FY) 2024-2025, allocating CDBG and HOME Investment Partnership Act (HOME) funds for public service projects, housing programs for rehabilitation and acquisition, street improvement programs, homeless assistance programs and other programs designed to assist residents and businesses in the community.

On the regularly scheduled City Council meeting of August 6, 2024, the City Council authorized staff to publish a Request for Proposal (RFP) from qualified community development firms to ensure compliance with federal and state requirements for the professional management and administrative services of CDBG and HOME programs. Additionally, the consulting agency will provide administrative support for the implementation of the programs, including but not limited to technical expertise on

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO MNS ENGINEERING INC. FOR COMMUNITY DEVELOPMENT SERVICES.

November 4, 2024

Page 2 of 3

program specific knowledge like housing inspectors for the Home Repair Program and Environmental Review Reports for all programs.

The scope of work includes assistance with the Annual Action Plan (AAP), Consolidated Plan (ConPlan), Consolidated Annual Performance and Evaluation Report (CAPER), mandatory Community Development Block Grant (CDBG) and HOME program administration reports. In addition, preparation, and submission of the Analysis of Impediments (AI), preparation of environmental reviews, labor compliance, Federal and State reporting and Subject Matter Expertise on Monitoring, Findings, Audits, and Concerns.

A formal RFP was published on August 9, 2024, to solicit proposals from qualified firms to provide management and administrative services for the HUD grants, in accordance with standard procurement procedures, seeking proposals to ensure the best value for public funds. The proposal due date submission was on September 5, 2024, at 2:00 PM. The City Clerk received two (2) proposals. The following is the ranking of bids commencing from the lowest responsive responsible bid:

Proposals (lowest proposal first)	Total Proposal Amount
MNS Engineers, INC.	\$161,910.00
California Consulting	\$264,750.00*

*Bid is not Responsive to RFP Requirements, did not include a fee proposal.

MNS Engineers, INC., is the apparent lowest responsive and responsible proposal. The total proposal analysis was conducted to ensure that the lowest responsive, responsible proposal met all state federal requirements. The California Consulting proposal did not include a fee proposal and was not responsive to the request for proposal requirements. Based on the investigation, Staff's recommendation is to award a Professional Services contract to MNS Engineers, INC.

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO MNS ENGINEERING INC. FOR COMMUNITY DEVELOPMENT SERVICES.

November 4, 2024

Page 3 of 3

FISCAL IMPACT/FINANCING

At the regularly scheduled meeting of July 2, 2024, the City Council approved the Annual Action Plan (AAP) and allocated funding in the amount of \$141,457.20 from CDBG Administrative fund with Account Number 239-5030-463-32.40 and \$59,451.00 from HOME Administration fund with Account Number 242-5060-463.56-41.

Fund	Account Number	Amount
CDBG	239-5030-463-32.40	\$ 127,910
HOME	242-5060-463.56-41	\$ 34,000

Approval of this specific action does not have a fiscal impact on the General Fund.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Community Development Director

ATTACHMENT(S)

- A. Draft Professional Services Agreement for MNS Engineers, INC.
- B. MNS Engineers INC. and California Consulting Proposals
- C. City Memo – Cost Proposal Analysis



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and _____, hereinafter, ("CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall commence on **October 1, 2024, to June 30, 2025**. 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 sum for an amount of \$ _____. Approval of additional services requested by the City shall utilize the hourly rate schedule for as needed services related to CDBG and HOME Programs. Hereinafter, the "Not-to-Exceed Sum", unless such added expenditure is first approved by the CITY acting in consultation with the City Manager. 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 days** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

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

Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges, and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently, and to the highest standards of CONTRACTOR'S profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONTRACTOR; and
 - F. All of CONTRACTOR'S employees and agents (including but not limited 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:

CITY:

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

- 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: _____:

By: Ricardo Reyes
City Manager

By:

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

DRAFT

EXHIBIT "A"

SCOPE OF WORK

DRAFT



Attachment "B"

CITY OF HUNTINGTON PARK

September 5, 2024

PROPOSAL FOR

Professional Services for Grant Administrative Services

CIHUP.240564



City of Huntington Park

Professional Services for Grant Administrative Services



HUNTINGTON PARK, CA

PRIME CONSULTANT

MNS ENGINEERS, INC.

Riverside (LOCAL
OFFICE)

3850 Vine Street
Suite 110
Riverside, CA 92507

PROJECT
CONTACT

Damien Delany, Housing Practice Lead
310.408.5052 Mobile | ddelany@mnsengineers.com

September 5, 2024

September 5, 2024

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

SUBJECT: Professional Services for Grant Administrative Services**Dear Mr. Forster,**

MNS Engineers (MNS) is pleased to submit this proposal to provide Professional Services for Grant Administrative Services to the City of Huntington Park (City). MNS can offer a full complement of community development services to our clients, including administration of Community Development Block Grant (CDBG), Community Development Block Grant Cares Act (CDBG-CV), the HOME Investment Partnerships Program (HOME), HOME investment Partnerships American Rescue Plan Program (HOME-ARP), and the Permanent Local Housing Allocation (PLHA). We are also able to prepare the City's 5-year Consolidated Plan, which includes the first-year Annual Action Plan, and the Analysis of Impediments to Fair Housing Choice. This proposal is based on the information in the City's Request for Proposals (RFP), as well as our familiarity with the City's as a client, applicable Federal and State regulations and our experience in performing grant administration and compliance monitoring for cities across California.

MNS is well versed in HUD and HCD grants and program administration. Our team of qualified individuals who have demonstrated experience with the City of Huntington Park and their administrative culture. MNS Engineers sincerely appreciate the opportunity to submit this proposal and look forward to providing Grant Administration and Labor Compliance services to the City of Huntington Park. The proposal is signed by Peter Minegar, AICP, who is authorized to bind MNS to all the commitments made in this proposal. If you have any questions regarding this proposal, please contact Damien Delany at 310.408.5052 or ddelany@mnsengineers.com.

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.



Damien Delany
Hosing Practice Lead



Peter Minegar, AICP
Vice President - Planning

MNS DETAILS**LEGAL NAME**

MNS Engineers, Inc.

FIRM OWNERSHIP TYPE

C-Corporation

YEAR FIRM ESTABLISHED

1962

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

DIR No. 1000003564

CORPORATE OFFICE

201 N. Calle Cesar Chavez,
Suite 300
Santa Barbara, CA 93103
805.692.6921 Office/Fax
mnsengineers.com

LOCAL OFFICE

3850 Vine Street
Suite 110
Riverside, CA 92507

PROJECT CONTACT

Damien Delany
Housing Practice Lead
310.408.5052
ddelany@mnsengineers.com

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Consultant Background

Established in 1962, MNS Engineers, Inc. is a C-Corporation that provides professional consulting services to municipalities throughout California. Our company specializes in the core services of construction management, civil engineering, and land surveying services. In addition to these service lines, MNS has recently expanded to add Planning services, including community planning, environmental compliance (CEQA/NEPA), regulatory permitting, entitlement, overload agency staffing services, municipal finance, and housing. MNS is supported by our Southern California office in Riverside. MNS professionals can truly be on-call to meet the City's needs on any given day. MNS has assembled a team of experienced agency planners to provide the City with cost-efficient and responsive housing services. The MNS Planning Team has successfully managed on-call planning services contracts for numerous cities and counties and is experienced in providing housing services.

Our Community Housing team is particularly skilled in grant administration, boasting of a team that has a collective 80+ years of experience, with a strong focus on Community Development Block Grant (CDBG), Community Development Block Grant Cares Act (CDBG-CV), the HOME Investment Partnerships Program (HOME), HOME investment Partnerships American Rescue Plan Program (HOME-ARP), and the Permanent Local Housing Allocation (PLHA) programs. We also have extensive experience in preparing 5-year Consolidated Plans, with associated First-Year Annual Action Plans and Analysis of Impediments to Fair Housing Choice.

Our staff are well-versed in HUD and HCD policies and procedures, providing meticulous oversight of all aspects of grant administration. This includes detailed documentation, timely submissions, seamless coordination, effective consultations, productive meetings, thorough reviews, and all necessary steps to ensure full compliance with federal and state requirements. Our team's experience spans every phase of HUD- and HCD-funded projects, from initial grant application to final report submission, ensuring that all financial and performance reports are accurately completed and submitted on time.

Qualifications and Experience of Consultant's Personnel

The team from MNS team members have had extensive experience working with the City of Huntington Park. Our team members have worked with the City on assisting the City in administering funds received from HUD and HCD. Our experience with Huntington Park includes:

- CARES Act small business loan implementation
- Assistance with the Emergency Rental Assistance Program
- CDBG Admin. AAP, CAPER, monitoring, etc.
- HOME Admin: AAP, Caper, Affordable home development
- HOME – Home Repair Program Admin, field inspection, preparation of work

Grant Administration

Our staff are well-versed in HCD and HUD policies and procedures, providing meticulous oversight of all aspects of grant administration. This includes detailed documentation, timely submissions, seamless coordination, effective consultations, productive meetings, thorough reviews, and all necessary steps to ensure full compliance with federal requirements. Our team's experience spans every phase of funded projects, from initial grant application to final report submission, ensuring that all financial and performance reports are accurately completed and submitted on time. MNS is well-equipped to manage all phases of state- and federally funded projects with confidence and accuracy. Our staff regularly takes state and federal classes to keep current with changes in regulations to ensure that all projects are in keeping the most up-to-date parameters. MNS Engineers is a trusted partner in the successful administration of current and future grant-funded initiatives with the City of Huntington Park.

Labor Compliance

Throughout California, MNS has successfully monitored public works projects on behalf of public agencies, ensuring that project compliance files are audit ready. Our guidance and support have consistently helped clients close out projects on time and pass audits and file reviews conducted by the Los Angeles Community Development Authority, the U.S. Department of Housing and Urban Development, and the State of California Department of Industrial Relations.

MNS offers the city a comprehensive range of compliance monitoring services. Beginning with the pre-bid phase, a pre-construction phase, a construction phase, and a post-construction phase. We monitor projects at all levels, prepare monthly compliance status reports, Section 3 performance reports, and HUD semi-annual and annual reports. After construction, we prepare the project compliance files for project close-out and ensure they are audit ready.

Environmental Reviews

Our team is able to prepare environmental compliance documentation in accordance with the National Environmental Policy Act (NEPA) for a variety of federal actions, including affordable housing, economic development, public infrastructure, and land acquisition projects. We are also able to prepare environmental reviews for HUD programs pursuant to 24 Code of Federal Regulations (CFR) Part 58, such as ERR for Community Development Block Grant (CDBG) and HOME Investment Partnership programs.

Project Approach

MNS Engineers' community housing staff possess extensive experience in grant administration. This includes guiding staff through the intricacies of HUD report submissions and ensuring that all necessary documents are submitted in a timely manner. We can assist with state and federal report submissions. Below is a non-exhaustive list of grant administration services MNS staff have provided to clients in the state of California, to ensure the successful management of grant programs.

Grant Administration

5-Year Consolidated Plan and Analysis of Impediments to Fair Housing Choice per 24 CFR Part 91

- Consultation and Citizen Participation: In this element of the Con Plan, MSN will engage citizens and stakeholders to assist in identifying housing and community development needs.
- Needs Assessment: MNS will collect and analyze quantitative data including demographic information; any racial or ethnic disproportionality in households with severe housing problems; the housing and services needs of households with low- or moderate-incomes (LMI), people experiencing homelessness, and other special populations.
- Market Analysis: MNS will collect quantitative data to complete an analysis of the housing and economic market conditions and the condition of housing and facilities for LMI households, people experiencing homelessness, and other special populations.

HUD Reporting and Compliance

- Preparation and submission of key HUD reports, including the CAPER and Action Plan, Consolidated Plan (ConPlan), and Analysis of Impediments to Fair Housing Choice (AI).

Financial Management

- Proper budgeting, accounting, and financial reporting practices for state and federal funds.
- Understanding program income, cost principles, and financial audits.

IDIS (Integrated Disbursement and Information System)

- Navigating IDIS for fund disbursement and reporting.
- Submission of required HUD documents through IDIS.

Sub-Recipient Monitoring and Compliance.

- Monitoring sub-recipient activities to ensure compliance with regulations.
- Procurement and Contract Management

Record Keeping and Documentation

- Best practices for maintaining accurate and complete project records.
- Preparing audit-ready files for HCD/HUD reviews and inspections.

Labor Compliance**Pre-Construction Services**

- Prevailing Wage Determination
- Contractor Eligibility
- Pre-Construction Meeting

Construction Phase Services

- Certified Payroll Reporting
- Site Visits
- Monthly Labor Compliance Status Report
- Retention of all Project Files

Post-Construction Services

- Once the construction has been completed, MNS will work with contractors to properly close out their labor compliance requirements for the project.
- MNS will provide the City of Huntington Park with a Final Labor Compliance Status Report, responses to additional requests made by any auditor, and complete project files.

Proposed Personnel

MNS Project Team

The MNS Project Team assembled for this project has over 80+ years of combined experience and knowledge regarding HUD funded programs, grant management, and Labor Compliance services. We are proposing a team that has proven to be able to execute large-scale projects including multiple jurisdiction deadlines. Overseeing the team will be Damien Delany, Housing Practice Lead. The lead proposed team members include:

- Damien Delany, Housing Practice Lead

Grant Administration

- Monika Troncoso, Project Manager
- Winnie Rebecca, Associate Planner

Labor Compliance

- Sandra Lee, Labor Compliance Officer
- Eva Wynn, Compliance Coordinator

Damien Delany

Housing Practice Lead



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Project management
- Community development
- Planning
- eCon Planning Suite
- HUD regulations

Years of Experience

- 40

Education

- BS, Regional Development and Urban Planning, University of Arizona
- Master's Certificate, Applied Program Management, Villanova University

Professional Development

- IDIS Reporting
- Basically CDBG
- Building HOME Partnership Training

Affiliation(s)

- National Association of Housing and Redevelopment Officials

City of Union City. PROJECT MANAGER. Responsible for the administration and implementation of the City's CDBG programs, CARES Act programs, grant administration, and labor compliance monitoring. Mr. Delany also oversees the Below Market Rate (BMR) home ownership program.

Mr. Delany has over 40 years of experience in the planning field. He has served as project manager for many community development projects in Southern California. Damien has coordinated the work of technical staff and subconsultants and administered Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Affordable Housing Programs, Economic Development Programs, CARES Act programs, and other state/federal grant-funded projects and programs. His experience includes, but is not limited to:

CDBG/HOME Services. City of Norwalk. PROJECT MANAGER. Responsible for administering the City's CDBG and HOME programs with funding received from US Department of Housing and Urban Development (HUD) such as the First Time Home Buyer program, Residential Rehabilitation Program, update of Policies and Procedures and general grants administration.

CDBG Grant Administration. City of Redondo Beach. PROJECT MANAGER. Responsible for administering the City's annual CDBG grant received from US Department of Housing and Urban Development (HUD), performing labor standards compliance, monitoring subrecipients and managing CDBG-funded mobility access and home repair grant programs.

CDBG and CARES Act Program Administration.

Monika Troncoso

Project Manager



Firm

- MNS Engineers, Inc.

Areas of Expertise

- State and Federal Grant Administration
- Affordable housing development
- Economic development
- Project Management
- Community development
- Community outreach

Years of Experience

- 34

Education

- BA, Business Administration and Economics, California State University, Fullerton
- MA, Public Administration, California State University, Long Beach

Professional Development

- NAHRO

Ms. Troncoso has more than three decades of experience as a former public employee and, more recently, providing professional consulting services to municipalities in California. She brings a comprehensive understanding of the complexities involved in federal funding, grant administration, affordable housing financing and development, and economic development. With her comprehensive understanding of the complexities involved in these areas, Monika is well-equipped to provide valuable guidance and support to municipalities seeking to enhance their communities' overall well-being. Her experience includes:

Multiple Projects, Michael Baker International, Cities of Orange; Norwalk; Huntington Park; Oxnard, CA. Senior Housing Advisor/Associate.

Monika provided professional consulting services to municipalities related to federal funds and grant administration, housing authorities, affordable housing development, and economic development. Assisted the cities of Oxnard and Norwalk with the implementation of Housing Authority agreements and policies and procedures for their administrative processes.

Multiple Projects, Troncoso Koos Enterprises, Brea, CA. Municipal Services Consultant.

Monika was a professional consultant to municipalities,

offering her expertise and guidance on matters related to the use of state and federal funds, affordable housing development, economic development, federal grant administration, historic preservation, and project management.

Multiple Projects, Urban Futures, Inc., Orange, CA. Principal. Monika provided professional consulting services to various entities, including cities, redevelopment agencies, counties, and housing authorities. One of Monika's key contributions was her ability to develop and implement tailored housing programs that effectively addressed specific community needs.

Through her strategic approach, she assisted clients in creating sustainable solutions that promoted affordable housing options and supported community development. Concentrated on business development and supervised the compliance monitoring division.

Multiple Projects, City of La Habra, CA. *Housing and Redevelopment Manager.* Monika was responsible for supervising the operations of the Redevelopment Agency and Housing Authority and its two mobile home parks, along with a Senior Single Room Occupancy facility. She successfully negotiated property acquisitions on behalf of the agency and prepared agreements accordingly. In addition, Monika prepared and monitored Housing Division budgets and monitored expenditures. She also served as a technical advisor to city staff, the agency and various city boards and commissions on housing and redevelopment matters. Project managed the acquisition and rehabilitation of over 30 affordable housing units, two Housing Authority-owned mobile home parks, the rehabilitation of two commercial shopping centers and the conversion of a mortuary to the Federally funded pre-school administrative offices.

Multiple Projects, City of Anaheim, CA. *Project Manager II-Community Development/Affordable Housing Development Division.* Monika coordinated various aspects of property acquisition, disposition, and development for the redevelopment agency. She successfully managed tax-exempt bonds and tax credit financed affordable housing projects, ensuring their smooth execution. In addition to her coordination responsibilities, Monika also prepared and monitored regulatory agreements and other relevant documents as needed. She efficiently processed entitlement applications for agency-owned parcels, streamlining the approval process. Monika also played a key role in Community Development Block Grant administration and community outreach efforts. Project managed the financing and development of over 670 affordable rental units.

Winnie Rebecca

Associate Planner



Firm

- MNS Engineers, Inc.

Areas of Expertise

- HUD reporting
- Grant writing
- Community outreach

Years of Experience

- 3

Ms. Rebecca is an experienced housing and community development planner with a specialization in providing management and technical assistance for programs funded by US Housing and Urban Development grants. She has a proven track record of developing comprehensive plans to enhance community development and economic resilience in various municipalities. Winnie is adept in providing services to clients in community engagement, policy analysis, and ensuring compliance with federal regulation. Her experience includes:

City of Huntington Park, CA. Planner. Winnie prepared HUD reports including the HOME ARP Allocation Plan, Annual Action Plan, and CAPER, as well as ensured HUD program files met regulatory standards and sub recipient files were compliant

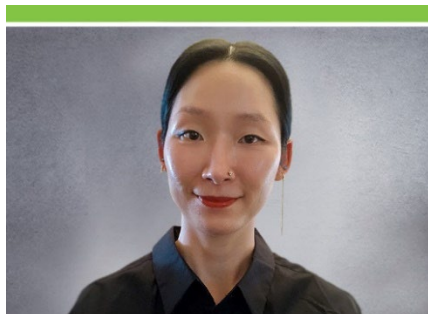
with HUD regulations. She is skilled in program administration for various initiatives, such as Rental Assistance, HOME Repair, and First Time Home Buyer programs.

City of Chowchilla, CA. Planner. Winnie specialized in facilitating loan disbursement requests and final loan forgiveness for businesses for economic loan program funded by CDBG. She was adept at preparing comprehensive files, actively engaging with businesses for documentation, and ensuring compliance with non-debarment requirements.

County of San Bernardino, CA. Planner. Winnie collected property inspection data and organized tenant file information, as well as prepared final reports in compliance with HUD HOME regulations.

Sandra Lee

Labor Compliance Officer/ Project Manager



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Federal and State Labor Compliance
- Federal and State Prevailing Wage requirements
- HUD Section 3 Rules, Goals, and Outreach Efforts
- Project Labor Agreement
- Continuity of Work Agreement

Years of Experience

- 13

Education

- BS, Urban and Regional Planning, California State Polytechnic University, Pomona
- AS, Architectural Technology: Design CA Drafting, Orange Coast Community College

As a Labor Compliance Officer, Sandra Lee has provided various public agencies such as cities, counties, and housing authorities with quality project compliance monitoring and reporting services. She has maintained professional relationships with public agencies that remain as clients for many years. Her experience includes:

City of San Leandro, CA. Serving as the Labor Compliance Officer for various federal, state, and local funded projects. Monitoring federal and state prevailing wages, Section 3 rules, and outreach, and to prepare HUD reports.

City of Long Beach, CA. Serving as the Labor Compliance Officer for various federal, state, and local funded projects. Monitoring federal and state prevailing wages, Section 3 rules, and outreach, and to prepare HUD reports.

City of Oxnard, CA. Serving as the Labor Compliance Officer for various federal, state, and local funded projects. Monitoring federal and state prevailing wages, Section 3 rules, and outreach, and to prepare HUD reports.

City of Norwalk, CA. Serving as the Labor Compliance Officer for various federal, state, and local funded projects. Monitoring federal and state prevailing wages, Section 3 rules, and outreach, and to prepare HUD reports.

Quality Assurance/Quality Control

Grant Administration

For state and federally funded programs and grant administration, MNS will offer the City of Huntington Park weekly or bi-weekly meetings to review the progress of each of the projects they are working with. This allows us to course correct should any changes or concerns arise from the city staff.

Additionally, all reports that are to be submitted to HUD are reviewed by the Project Manager (first draft and final version) and the Housing Practice Lead (final version). We will also submit at least one draft version for the City's review of any documentation we produce, before a final version is approved.

Labor Compliance

QA/QC is applied through each of the labor compliance phases outlined in the Project Approach section of this proposal. Quality assurance and compliance are both important for the safety of customers and the quality of products. Quality assurance is optional and focuses on the quality of products, while compliance is mandatory and focuses on meeting regulations.

Our labor compliance program involves regular meetings with the City of Huntington Park, as well as Monthly Labor Compliance Status Report. Our Labor Compliance Officer works directly with our Housing Practice Lead to ensure that workers and contractors on public works projects are compensated fairly and treated fairly and meeting program goals.

References

References for CDBG Administration Services

City of San Bernardino

Trina Perez, Management

909.384.5135

Perez_Tr@sbcity.org

City of Norwalk

Rosio Medina, Management

562.929.5952

rmedina@norwalkca.gov

City of Orange

Jessica Herrera, Senior Administrative Analyst

714.744.7273

jherrera@cityoforange.org

References for Labor Compliance Services

City of Oxnard

Elsa Brown, Development Manager of Housing Department

805.385.7404 Office

Elsa.Brown@oxnard.org

City of San Leandro

Kerri Heusler, Housing Manager of Housing Division

510.577.6002 Office

KHeusler@sanleandro.org

City of Torrance

Shin Furukawa, Deputy Director of Public Works Department

310.781.6900 Office

SFurukawa@torrance.gov

Feel Schedule/Cost Proposal

MNS Engineers, Inc. is pleased to provide this fee proposal for the services requested by the City of Huntington Park. Consultant costs below include all labor, supplies, materials, transportation, equipment, apparatus, and insurance necessary. The Grand Total of \$161,910 reflects the complete project cost budget. MNS intends to invoice monthly.

Task	Est. Cost
Citizen Participation and Consultation	\$6,300
Housing and Homeless Needs Assessment	\$4,200
Housing Market Analysis	\$4,200
Strategic Plan 2025-2029	\$4,200
Action Plan 2025 Program Year	\$2,660
Analysis of Impediments to Fair Housing Choice	\$2,450
ConPlan/AI Subtotal	\$24,010
CDBG Grant Administration	\$91,500
HOME Grant Administration	\$34,800
Labor Compliance (as needed)	\$11,600
Total	\$161,910



Cost for Proposal

California Consulting can offer services as detailed in this Request for Proposal for the City of Huntington Park at the rate of \$150 per hour plus reimbursement of out-of-pocket expenses. The \$150 hourly rate is for all grant writing services performed by one of our Project Managers not to exceed hourly rate for the specific task according to the breakdown of hours (attached).

Staff Name/Position	Hourly Rate
Sonia Hall, Adam Rush, Maghan Barber	\$150.00 per hour
Reimbursable Expenses	Rate
Mileage (Current IRS Rate)	IRS current rate
Travel Expenses (Tolls, Lodging)	Cost
Copies	\$0.20 per page (Black/White) \$0.40 per page (Color)
Courier Service	Cost
Postage, Binding, Conference Calls, Overnight Courier	Cost

**Costs incurred for copies, binding, and overnight courier are only incurred if the granting agency requires the application be submitted as a hard copy rather than submitted online.*

The U.S. Department of Housing and Urban Development (HUD) programs differ from those of the Housing and Community Development (HCD). While HCD must also follow a similar process when developing their plans, larger cities invest significant effort in preparing these plans and adhering to them throughout the year. The Annual Action Plan (AAP) specifies how these funds will be allocated to meet housing, community development, and economic development needs in the upcoming program year.

Updating an existing Annual Action Plan (AAP) generally requires fewer hours than creating a new one from scratch, as it involves reviewing and revising current content, incorporating updates based on the previous year's progress, changes in community needs, and adjustments in funding or priorities. Here's an estimate of the hours required to update an AAP for Huntington Park:

Estimated Hours to Update an Annual Action Plan (AAP) for Huntington Park

1. Review of Existing AAP and Performance Data

- **Task:** Review the current AAP and assess progress made on the goals and objectives from the previous year. Gather performance data, outcomes, and feedback from stakeholders and the community to identify areas that need updating.
- **Estimated Hours:** 15-25 hours

2. Needs Assessment Update

- **Task:** Update the needs assessment based on any changes in community needs, economic conditions, or demographic data. This may involve reviewing recent data and reports and consulting with community groups.
- **Estimated Hours:** 10-20 hours

3. Stakeholder and Community Engagement

- **Task:** Engage stakeholders and the community to gather input on the proposed updates. This might include a public meeting or focus group discussions to review progress and identify new priorities.
- **Estimated Hours:** 15-20 hours

4. Updating Goals, Objectives, and Projects

- **Task:** Adjust the goals, objectives, and project list based on the updated needs assessment, community input, and performance data from the previous year. This includes reallocating funding if necessary.
- **Estimated Hours:** 10-15 hours

5. Drafting Revisions and Updates to the AAP Document

- **Task:** Revise the AAP document to reflect the updated needs, goals, objectives, and projects. Ensure all changes are clearly documented and justified.
- **Estimated Hours:** 20-30 hours

6. Compliance Check and Coordination

- **Task:** Ensure all updates comply with HUD regulations and coordinate with other departments or agencies as needed to incorporate any additional changes or new requirements.
- **Estimated Hours:** 10-15 hours

7. Public Review and Comment Period

- **Task:** Conduct a public review of the updated AAP and solicit feedback. This includes preparing public notices, managing a public comment period, and reviewing and incorporating feedback.
- **Estimated Hours:** 10-15 hours

8. Finalization and Submission to HUD

- **Task:** Make any final revisions based on public comments and feedback, prepare the final document, and submit it through HUD's Integrated Disbursement and Information System (IDIS).
- **Estimated Hours:** 5-10 hours

9. Ongoing Monitoring and Adjustments

- **Task:** Monitor the implementation of the updated AAP throughout the year, making any necessary adjustments.
- **Estimated Hours:** 5-10 hours (spread over the year)

Total Estimated Hours to Update the AAP

Total Estimated Hours=95–160 hours

Conclusion

Updating an existing Annual Action Plan for Huntington Park could require between **95 to 160 hours**, depending on the extent of the updates needed and the level of community engagement required. This estimate accounts for the steps involved in reviewing progress,

updating the plan based on new data and community input, and ensuring compliance with HUD requirements.

Updating a Consolidated Plan (ConPlan) is a more comprehensive task than updating an Annual Action Plan (AAP) because the ConPlan typically covers a five-year period and outlines long-term strategies and goals for housing, community development, and economic development. An update to the ConPlan involves reviewing and potentially revising the broader goals, needs assessments, and strategic approaches based on changes that have occurred over the plan period.

Here's an estimate of the hours required to update a Consolidated Plan for a locality like Huntington Park:

Estimated Hours to Update a Consolidated Plan (ConPlan) for Huntington Park

1. Review of Existing ConPlan and Performance Data

- **Task:** Conduct a thorough review of the current ConPlan, including an assessment of the progress made on long-term goals and objectives over the past years. Analyze performance data, evaluate outcomes, and identify areas where the plan needs to be updated based on new developments or unmet goals.
- **Estimated Hours:** 20-30 hours

2. Updated Needs Assessment and Market Analysis

- **Task:** Update the needs assessment and market analysis to reflect changes in community demographics, housing market conditions, economic conditions, and other factors that affect community development and housing needs. This includes reviewing census data, housing studies, economic reports, and community surveys.
- **Estimated Hours:** 25-40 hours

3. Stakeholder and Community Engagement

- **Task:** Engage with stakeholders, including community members, non-profit organizations, housing developers, and local government agencies, to gather input on the updated needs and priorities. This may involve multiple public meetings, focus groups, and surveys to ensure comprehensive community involvement.

- **Estimated Hours:** 30-40 hours

4. Revising Goals, Objectives, and Strategies

- **Task:** Update the long-term goals, objectives, and strategies based on the new needs assessment and stakeholder input. This includes reassessing priorities, setting new targets, and developing or modifying strategies to address updated needs and priorities.
- **Estimated Hours:** 20-30 hours

5. Updating the Strategic Plan

- **Task:** Revise the strategic plan section of the ConPlan, which outlines how the community will meet its housing and community development needs over the remaining plan period. This involves adjusting the allocation of resources and planning for future projects and initiatives.
- **Estimated Hours:** 20-30 hours

6. Updating Program Descriptions and Performance Metrics

- **Task:** Update the descriptions of programs and activities that will be funded to achieve the ConPlan's goals. This also involves revising performance metrics and outcomes to align with updated goals and objectives.
- **Estimated Hours:** 15-20 hours

7. Compliance Check and Coordination

- **Task:** Ensure the updated ConPlan complies with all HUD regulations, including fair housing laws, environmental requirements, and other federal mandates. Coordinate with local agencies, departments, and partners to align efforts and resources.
- **Estimated Hours:** 10-15 hours

8. Public Review and Comment Period

- **Task:** Prepare the updated ConPlan for public review, including public notices, public comment periods, and hearings. Collect and incorporate public feedback into the final plan.
- **Estimated Hours:** 15-20 hours

9. Finalization and Submission to HUD

- **Task:** Make final revisions based on public comments, prepare the final document, and submit it to HUD for review and approval. This includes ensuring all necessary documentation and certifications are complete.
- **Estimated Hours:** 10-15 hours

10. Ongoing Monitoring and Adjustments

- **Task:** Monitor the implementation of the updated ConPlan throughout its remaining duration, making adjustments as needed based on changing conditions or new opportunities.
- **Estimated Hours:** 5-10 hours (spread over the remaining years of the plan)

Total Estimated Hours to Update the Consolidated Plan

Total Estimated Hours=160–270 hours

Conclusion

Updating the Consolidated Plan for Huntington Park could require between **160 to 270 hours**. This estimate reflects the extensive nature of the tasks involved in reviewing and updating a long-term strategic plan, including stakeholder engagement, needs assessment, strategy development, and compliance with HUD requirements.

Consolidated Annual Performance and Evaluation Report (CAPER) involves reviewing and documenting the progress made over the past year in achieving the goals and objectives outlined in the Annual Action Plan (AAP) and the Consolidated Plan (ConPlan). The CAPER assesses the effectiveness of programs and activities funded by the U.S. Department of Housing and Urban Development (HUD), such as the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grants (ESG), and Housing Opportunities for Persons with AIDS (HOPWA).

Here's an estimate of the number of hours required to complete the CAPER for a locality like Huntington Park:

Estimated Hours to Complete the CAPER for Huntington Park

1. Data Collection and Performance Review

- **Task:** Collect data on all activities and programs funded during the reporting year, including outcomes, expenditures, and beneficiary data. Review

performance against the goals and objectives outlined in the AAP and ConPlan.

- **Estimated Hours:** 20-30 hours

2. Stakeholder and Subrecipient Reporting

- **Task:** Gather reports and documentation from subrecipients and partners involved in HUD-funded activities, ensuring all data is accurate and complete. This may include conducting follow-ups for missing or incomplete reports.
- **Estimated Hours:** 15-25 hours

3. Analysis of Outcomes and Goals

- **Task:** Analyze the collected data to assess progress toward meeting the AAP and ConPlan goals. This includes evaluating both quantitative outcomes (e.g., number of housing units built) and qualitative outcomes (e.g., improvements in community well-being).
- **Estimated Hours:** 15-20 hours

4. Drafting the CAPER Document

- **Task:** Write the narrative sections of the CAPER, detailing the year's accomplishments, challenges, and progress toward meeting the community's housing and community development needs. Ensure that all HUD-required sections are included.
- **Estimated Hours:** 25-35 hours

5. Financial Reporting

- **Task:** Compile and report financial data, including expenditure reports, program income, matching funds, and leveraging of other resources. Ensure financial data aligns with program activities and outcomes.
- **Estimated Hours:** 10-15 hours

6. Compliance and Monitoring Review

- **Task:** Review compliance with all HUD regulations, including fair housing laws, labor standards, and environmental requirements. Document any compliance issues, corrective actions taken, and monitoring efforts conducted during the year.
- **Estimated Hours:** 10-15 hours

7. Public Review and Comment Period

- **Task:** Prepare the draft CAPER for public review, including public notices, managing a public comment period, and incorporating public feedback into the final report.
- **Estimated Hours:** 10-15 hours

8. Finalization and Submission to HUD

- **Task:** Make final revisions based on public comments and feedback. Prepare the final CAPER document for submission to HUD through the Integrated Disbursement and Information System (IDIS).
- **Estimated Hours:** 5-10 hours

9. Ongoing Monitoring and Preparation for Next Year

- **Task:** Use the insights gained from the current year's CAPER to improve monitoring and data collection processes for the following year, ensuring ongoing compliance and accurate reporting.
- **Estimated Hours:** 5-10 hours (spread over the year)

Total Estimated Hours to Complete the CAPER

Total Estimated Hours=115–175 hours

Conclusion

Completing the CAPER for Huntington Park could require between **115 to 175 hours**. This range considers the time needed for data collection, stakeholder coordination, performance analysis, drafting the report, ensuring compliance, and public review. The actual time required may vary depending on the size and complexity of the programs managed, the efficiency of data collection and reporting processes, and the level of community engagement.

Analysis of Impediments to Fair Housing Choice (AI)

Completing the **Analysis of Impediments to Fair Housing Choice (AI)** is a comprehensive process that involves identifying and addressing barriers to fair housing within a community. The AI requires a thorough review of local policies, practices, data, and community feedback to ensure that fair housing laws are upheld and to promote equal access to housing opportunities for all residents.

Here's an estimate of the number of hours required to complete the AI for a locality like Huntington Park:

Estimated Hours to Complete the Analysis of Impediments (AI) for Huntington Park

1. Data Collection and Analysis

- **Task:** Gather and analyze demographic, socioeconomic, and housing data, including census data, housing market studies, and local reports. This analysis should identify patterns of segregation, concentrations of poverty, disparities in access to housing, and other potential impediments to fair housing choice.
- **Estimated Hours:** 30-50 hours

2. Review of Local Laws, Regulations, and Policies

- **Task:** Conduct a comprehensive review of local laws, zoning ordinances, land use regulations, and housing policies to identify any potential barriers to fair housing choice. This includes evaluating the impact of these regulations on protected classes under the Fair Housing Act.
- **Estimated Hours:** 20-30 hours

3. Stakeholder and Community Engagement

- **Task:** Engage with stakeholders, including community members, fair housing organizations, housing developers, legal aid services, and local government officials, to gather input on perceived impediments to fair housing. This may involve public meetings, focus groups, and surveys.
- **Estimated Hours:** 25-35 hours

4. Assessment of Fair Housing Complaints and Legal Actions

- **Task:** Review and analyze records of fair housing complaints, lawsuits, and enforcement actions over the past five years to identify trends or patterns of discrimination and to assess the effectiveness of local enforcement efforts.
- **Estimated Hours:** 15-20 hours

5. Identification of Impediments to Fair Housing Choice

- **Task:** Based on the data analysis, policy review, and stakeholder input, identify specific impediments to fair housing choice within the community. This includes both public and private sector impediments, such as discriminatory practices by landlords or lenders and restrictive zoning laws.

- **Estimated Hours:** 15-25 hours

6. Developing Fair Housing Goals and Strategies

- **Task:** Develop actionable goals and strategies to address the identified impediments to fair housing. This involves prioritizing actions, setting timelines, and determining responsible parties for implementation.
- **Estimated Hours:** 15-20 hours

7. Drafting the AI Report

- **Task:** Compile all findings into a comprehensive AI report that includes a community profile, analysis of impediments, and proposed strategies to address those impediments. The report should be clear, well-organized, and accessible to the public.
- **Estimated Hours:** 25-35 hours

8. Public Review and Comment Period

- **Task:** Prepare the draft AI report for public review, including public notices, managing a public comment period, and incorporating public feedback into the final report. This ensures transparency and community involvement.
- **Estimated Hours:** 10-15 hours

9. Finalization and Submission to HUD

- **Task:** Make final revisions based on public comments, prepare the final AI report, and submit it to HUD as part of the ConPlan process. This includes ensuring all documentation and certifications are complete.
- **Estimated Hours:** 5-10 hours

10. Ongoing Monitoring and Updates

- **Task:** Monitor the implementation of the strategies outlined in the AI, periodically review the progress, and update the AI as needed based on changing conditions or new data.
- **Estimated Hours:** 5-10 hours (spread over the plan period)

Total Estimated Hours to Complete the Analysis of Impediments (AI)

Total Estimated Hours=160–245 hours

Conclusion

Completing the Analysis of Impediments to Fair Housing Choice for Huntington Park could require between **160 to 245 hours**. This estimate accounts for the extensive data collection and analysis, stakeholder engagement, policy review, and development of actionable strategies required to comprehensively address barriers to fair housing. The actual time needed may vary based on the complexity of the local housing market, the availability of data, and the level of community participation.

CDBG (Community Development Block Grant) and HOME (HOME Investment Partnerships Program) program administration

Estimating the number of hours needed to administer the HOME and CDBG programs involves considering various tasks such as planning, compliance monitoring, financial management, reporting, and stakeholder engagement. Here's a breakdown of estimated hours for each major task involved in administering these programs:

Estimated Hours for HOME and CDBG Administration

1. Program Planning and Development

- **Tasks:** Conducting needs assessments, preparing the Annual Action Plan (AAP), strategic planning, and aligning activities with the Consolidated Plan (ConPlan).
- **Estimated Hours:** 30-50 hours

2. Application and Fund Allocation

- **Tasks:** Managing grant applications, reviewing subrecipient proposals, drafting agreements, and allocating funds to selected projects.
- **Estimated Hours:** 20-30 hours

3. Compliance and Monitoring

- **Tasks:** Ensuring regulatory compliance, conducting on-site monitoring visits, reviewing subrecipient reports, and addressing any compliance issues.
- **Estimated Hours:** 40-60 hours

4. Financial Management and Reporting

- **Tasks:** Budget management, tracking expenditures, managing program income, and preparing financial reports for HUD.
- **Estimated Hours:** 30-40 hours

5. Stakeholder and Community Engagement

- **Tasks:** Engaging with community members, non-profits, local agencies, and stakeholders to gather input, provide updates, and address concerns.
- **Estimated Hours:** 20-30 hours

6. Environmental Reviews and Labor Compliance

- **Tasks:** Conducting environmental reviews, ensuring compliance with labor standards (e.g., Davis-Bacon Act), and coordinating site visits and worker interviews.
- **Estimated Hours:** 25-35 hours

7. Record Keeping and Documentation

- **Tasks:** Maintaining records of all activities, compliance documentation, financial reports, and correspondence with HUD and subrecipients.
- **Estimated Hours:** 15-25 hours

8. Training and Technical Assistance

- **Tasks:** Providing training and technical assistance to subrecipients, contractors, and staff to ensure understanding of program requirements and compliance.
- **Estimated Hours:** 15-20 hours

9. Preparation of Required Reports

- **Tasks:** Preparing required reports, including the Consolidated Annual Performance and Evaluation Report (CAPER) and any other HUD-required reports.
- **Estimated Hours:** 25-35 hours

Total Estimated Hours for HOME and CDBG Administration

Total Estimated Hours=210–325 hours

Conclusion

Administering the HOME and CDBG programs for a locality like Huntington Park could require between **210 to 325 hours** annually. This estimate accounts for the comprehensive range of tasks involved in planning, compliance, financial management, monitoring, community engagement, and reporting. The actual number of hours needed may vary

based on the size and complexity of the programs managed, the efficiency of the administration processes, and the level of community involvement.

Labor Compliance Reports

The Davis-Bacon Act mandates that contractors and subcontractors pay laborers and mechanics the prevailing wages for construction projects funded wholly or partially with federal funds. Labor compliance preparation includes multiple tasks to monitor, document, and enforce compliance throughout the project lifecycle. Here's a breakdown of the tasks involved in preparing for labor compliance and the estimated number of hours required:

Key Tasks for Preparing Labor Compliance

1. Understanding Regulatory Requirements

- **Task:** Familiarize yourself with federal, state, and local labor laws and regulations, including the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act (CWHSSA), and related statutes. Ensure understanding of the specific wage rates, fringe benefits, and reporting requirements applicable to the project.
- **Estimated Hours:** 10-15 hours

2. Initial Project Setup and Coordination

- **Task:** At the start of the project, establish labor compliance protocols and procedures. This includes setting up files and systems for tracking payrolls, wage determinations, and contractor certifications. Coordinate with contractors and subcontractors to communicate compliance expectations and requirements.
- **Estimated Hours:** 10-15 hours

3. Wage Determination and Posting

- **Task:** Obtain the applicable wage determinations from the U.S. Department of Labor (DOL) for the project's geographic area and type of work. Ensure the correct wage determinations are posted at the job site and are included in contract documents.
- **Estimated Hours:** 5-10 hours

4. Pre-Construction Conference

- **Task:** Conduct a pre-construction conference with contractors and subcontractors to discuss labor compliance requirements, review wage determinations, and explain certified payroll reporting procedures and other relevant labor standards. This is also a good time to distribute written guidance and compliance documentation.
- **Estimated Hours:** 5-8 hours

5. Certified Payroll Review and Reporting

- **Task:** Review certified payroll reports (CPRs) submitted weekly by contractors and subcontractors to ensure compliance with wage rates, fringe benefits, and overtime requirements. Verify accuracy, identify any discrepancies or errors, and request corrections as needed.
- **Estimated Hours:** 15-25 hours per month (depending on the size of the project and number of subcontractors)

6. Site Visits and Worker Interviews

- **Task:** Conduct regular site visits to verify that the job classifications and wage rates reported in the certified payrolls match the actual work performed by employees on-site. Interview workers to ensure they are receiving the correct wages and benefits and that they understand their rights.
- **Estimated Hours:** 10-15 hours per month

7. Addressing and Correcting Violations

- **Task:** If violations are found, such as underpayment or misclassification, document the issues and work with the contractor to correct them. This may involve recalculating wages, issuing restitution to workers, and revising payroll records.
- **Estimated Hours:** 5-15 hours per violation (depending on the complexity of the violation and number of workers affected)

8. Record Keeping and Documentation

- **Task:** Maintain detailed records of all compliance activities, including payroll reviews, site visit reports, worker interviews, wage determinations, and correspondence with contractors. Ensure all documentation is organized and readily accessible for audits or HUD reviews.
- **Estimated Hours:** 10-15 hours

9. Training and Technical Assistance

- **Task:** Provide ongoing training and technical assistance to contractors, subcontractors, and project managers to ensure continued understanding of labor compliance requirements and procedures. This may include workshops, one-on-one meetings, and distribution of written materials.
- **Estimated Hours:** 10-20 hours (spread over the project duration)

10. Semi-Annual and Annual Reporting

- **Task:** Prepare and submit required labor compliance reports, such as the Semi-Annual Labor Standards Enforcement Report (Form HUD-4710), to HUD. Ensure all information is accurate and complete, reflecting the enforcement actions taken and any violations found.
- **Estimated Hours:** 5-10 hours per report

Total Estimated Hours for Preparing Labor Compliance

Total Estimated Hours=85–160 hours

Conclusion

Preparing for labor compliance on HUD-funded projects could require between **85 to 160 hours** spread over the project duration. This estimate considers the tasks of understanding regulatory requirements, coordinating with contractors, reviewing certified payrolls, conducting site visits and worker interviews, addressing violations, and preparing required reports. The actual time required may vary depending on the project size, complexity, number of contractors and subcontractors, and frequency of site visits and payroll reviews.

The number of hours required for **Project and Program Development** under the HOME and CDBG programs can vary significantly based on the complexity and scale of the projects, the number of stakeholders involved, and the level of community engagement required. Project and Program Development includes identifying community needs, designing projects to address those needs, coordinating with stakeholders, and preparing necessary documentation and applications.

Here's an estimate of the hours required for Project and Program Development:

Estimated Hours for Project and Program Development

1. Needs Assessment and Initial Planning

- **Tasks:** Conducting assessments to identify community needs and gaps in services or infrastructure. This involves analyzing data, reviewing previous

reports, and consulting with community members and stakeholders to determine priorities for new projects and programs.

- **Estimated Hours:** 15-25 hours

2. Project Design and Development

- **Tasks:** Designing project plans that align with identified needs and funding requirements. This includes defining project scope, objectives, activities, timelines, and budgets. Also involves developing logic models or frameworks that outline how the project will achieve its intended outcomes.

- **Estimated Hours:** 20-30 hours

3. Stakeholder Engagement and Coordination

- **Tasks:** Coordinating with stakeholders such as community organizations, non-profits, local government agencies, and residents to gather input on project design and ensure alignment with community priorities. This may involve meetings, focus groups, and public forums.

- **Estimated Hours:** 15-20 hours

4. Preparation of Project Proposals and Applications

- **Tasks:** Preparing detailed project proposals or applications for funding. This includes writing narratives, compiling data and supporting documentation, and ensuring that all components align with HUD requirements and guidelines.

- **Estimated Hours:** 20-30 hours

5. Review and Revision of Project Plans

- **Tasks:** Reviewing project plans based on feedback from stakeholders, community members, and funding agencies. Making necessary revisions to ensure projects meet all requirements and are likely to be successful.

- **Estimated Hours:** 10-15 hours

6. Coordination with Subrecipients and Partners

- **Tasks:** Working with subrecipients and partners to develop specific roles and responsibilities for project implementation. This includes developing agreements and ensuring that all parties are clear on expectations and compliance requirements.

- **Estimated Hours:** 10-15 hours

7. Compliance and Risk Assessment

- **Tasks:** Conducting compliance reviews and risk assessments to ensure that projects meet all applicable federal, state, and local regulations. This may include environmental reviews, financial compliance checks, and other risk assessments.
- **Estimated Hours:** 10-20 hours

8. Finalizing Project Documentation and Approvals

- **Tasks:** Finalizing all project documentation, securing necessary approvals, and preparing for project launch. This includes ensuring that all contracts, agreements, and compliance documentation are complete and submitted.
- **Estimated Hours:** 10-15 hours

Total Estimated Hours for Project and Program Development

Total Estimated Hours=100–170 hours

Conclusion

You can expect to spend between **100 to 170 hours** on Project and Program Development for HOME and CDBG-funded activities. This estimate considers the full range of tasks involved, from initial needs assessment and project design to stakeholder engagement, compliance checks, and finalizing documentation. The actual number of hours required may vary depending on the complexity and scale of the projects, the extent of community involvement, and the specific requirements of the funding program.

Estimating the number of hours required for **federal and state reporting, monitoring, findings, and audits** for programs like HOME and CDBG involves considering various tasks such as preparing detailed reports, ensuring compliance, conducting audits, and responding to findings. These tasks are crucial for maintaining transparency, accountability, and compliance with federal and state regulations.

Here's an estimate of the hours required for federal and state reporting, monitoring, findings, and audits:

Estimated Hours for Federal and State Reporting, Monitoring, Findings, and Audits

1. Federal and State Reporting

- **Tasks:** Preparing and submitting required federal and state reports, such as the Consolidated Annual Performance and Evaluation Report (CAPER), quarterly or annual performance reports, and financial status reports. This includes gathering data from subrecipients, ensuring accuracy, and aligning with HUD and state requirements.
- **Estimated Hours:** 30-50 hours per year

2. Monitoring and Compliance Reviews

- **Tasks:** Conducting monitoring reviews of subrecipients and funded projects to ensure compliance with federal and state regulations. This includes desk reviews, on-site visits, reviewing financial records, and assessing programmatic performance against goals and objectives.
- **Estimated Hours:** 40-60 hours per year

3. Preparing for Audits

- **Tasks:** Preparing for internal or external audits, including organizing documentation, ensuring all records are up-to-date, and addressing potential areas of concern before the audit begins. This also includes coordinating with auditors and providing requested documentation.
- **Estimated Hours:** 20-30 hours per audit

4. Conducting Audits and Assessments

- **Tasks:** Conducting or supporting audits and assessments, including reviewing financial records, program documentation, and compliance records. This may involve working with external auditors or internal compliance teams to ensure a thorough review of all activities.
- **Estimated Hours:** 30-40 hours per audit

5. Responding to Findings and Corrective Actions

- **Tasks:** Responding to audit findings or monitoring results, including developing corrective action plans, making necessary changes to processes or documentation, and implementing corrective actions. This involves coordination with subrecipients and internal staff to address issues promptly.
- **Estimated Hours:** 15-25 hours per finding (depending on the complexity and number of findings)

6. Follow-Up and Ongoing Monitoring

- **Tasks:** Conducting follow-up monitoring to ensure that corrective actions have been implemented effectively and that compliance is maintained. This may involve additional site visits, desk reviews, and updating documentation as needed.
- **Estimated Hours:** 10-20 hours per year

7. Training and Technical Assistance for Subrecipients

- **Tasks:** Providing training and technical assistance to subrecipients and staff on compliance requirements, reporting standards, and best practices to prevent future findings and improve program performance.
- **Estimated Hours:** 10-15 hours per year

8. Documentation and Record-Keeping

- **Tasks:** Maintaining thorough documentation of all reporting, monitoring, audit activities, and corrective actions. This includes organizing records, updating files, and ensuring documentation is readily accessible for future audits or reviews.
- **Estimated Hours:** 15-20 hours per year

Total Estimated Hours for Federal and State Reporting, Monitoring, Findings, and Audits

Total Estimated Hours=170–260 hours per year

Conclusion

You can expect to spend between **170 to 260 hours per year** on federal and state reporting, monitoring, findings, and audits for HOME and CDBG-funded programs. This estimate covers the full range of tasks, from preparing reports and conducting audits to responding to findings and ensuring compliance through monitoring and technical assistance. The actual time required may vary based on the size and complexity of the programs, the number of subrecipients, and the frequency and scope of audits and monitoring activities.



Attachment "C"

Community Development Department

DATE: October 22, 2024
TO: Steve Forster
FROM: Ishah Ahumada
SUBJECT: Cost Analysis for California Consulting and MNS Engineers

This document outlines a comparative analysis of the two consultants, California Consulting and MNS Engineers, who answered the Request for Proposal for management and administrative services for the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) grants.

Task	California Consulting	MNS Engineers
Annual Action Plan	\$ 24,000	\$ 2,660
Citizen Participation Plan	Not Included	\$ 6,300
Consolidated Plan (ConPlan) and Analysis of Impediments (AI)	\$ 77,250	\$ 15,050
Consolidated Annual Performance and Evaluation Report (CAPER)	\$ 26,250	Included in Grant Administration p.7
CDBG and HOME Administration	\$ 113,250	\$ 126,300
Labor Compliance	\$ 24,000	\$ 11,600
Mileage *	IRS Rate	\$ 0.00
Travel Expenses *	Cost	\$ 0.00
Copies (Black/White) *	\$ 0.20	\$ 0.00
Copies (Color) *	\$ 0.20	\$ 0.00
Courier Service *	Cost	\$ 0.00
Postage, Binding, Conference Calls, Overnight Courier *	Cost	\$ 0.00
Total Estimated Cost	\$ 264,750	\$ 161,910

*These costs were not included in the "Total Cost".

The lowest responsive and responsible proposal that meets all requirements is MNS Engineers.

ITEM 5



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

November 4, 2024

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 to Commissions consistent with provisions set forth in Resolution No. 2015-19.

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.

Individuals appointed to Commissions will be required to submit to a LiveScan and subsequently take an Oath of Office.

FISCAL IMPACT

There is no fiscal impact. Compensation for added Commissioners has been budgeted for FY 2024/25 to account 111-0123-413.19-05.

CONCLUSION

Terms will run concurrent with the Council Member who appoints. After the appointment the City Clerk will notify applicants of their appointments.

COUNCIL APPOINTMENT TO CIVIL SERVICE COMMISSION

November 4, 2024

Page 2 of 2

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Ricardo Reyes', written in a cursive style.

RICARDO REYES

City Manager

A handwritten signature in black ink, appearing to be 'Eduardo Sarmiento', written in a cursive style.

EDUARDO SARMIENTO,

City Clerk

ATTACHMENT(S)

- A. 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.

ATTACHMENT "A"

RESOLUTION NO. 2015-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK 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

WHEREAS, the City Council has decided to amend all commission resolutions to provide for congruent and consistent regulation and structure across all City Commissions.

THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES RESOLVE AS FOLLOWS:

SECTION 1: Establishment of City Commissions.

The City has currently established the following commissions to serve in the capacity as advisory bodies to the City Council:

Planning Commission
Civil Service Commission
Parks and Recreation Commission
Health and Education Commission
Historic Preservation Commission
Youth Commission (pending approval).

This Resolution is intended to govern and supersede all prior resolutions establishing and amending member qualifications, organizational rules, guidelines and structure for City Commissions and hereby repeals all provisions in conflict with the provisions contained herein by the adoption of the revised provisions below. This Resolution will also govern over provisions of City ordinances currently in existence, but which will be repealed or amended for consistency with this Resolution. This Resolution shall also govern and control any additional Commission created by the City Council in addition to those enumerated above.

SECTION 2: Membership.

All City Commissions shall consist of five (5) members, with the exception of the Youth Commission which shall consist of ten (10) youth from the City as defined below. 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 submit to a Live Scan background check before being appointed to a Commission and before being sworn in to office.

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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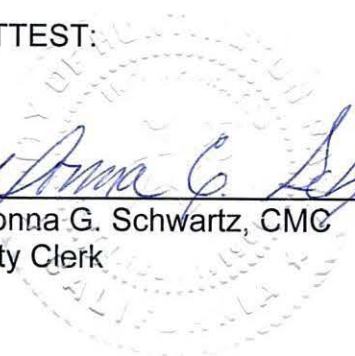
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PASSED, APPROVED AND ADOPTED THIS 18th day of May, 2015.


Karina Macias
Mayor

ATTEST:


Donna G. Schwartz, CMC
City Clerk



CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

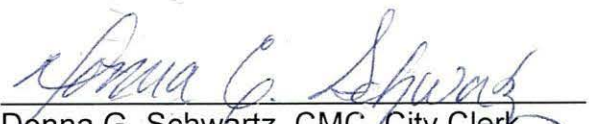
I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015-19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18th day of May, 2015, by the following vote, to wit:

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

NOES: Council Member(s): None

ABSENT: Council Member(s): Amezcua

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

PUBLIC HEARING(S)

ITEM 1



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 4, 2024

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

Honorable Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF TWO RESOLUTIONS SUPPORTING THE CITY'S APPLICATION TO THE PROHOUSING DESIGNATION PROGRAM AND THE PROHOUSING INCENTIVE PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt Resolution No. 2024-26 supporting the City's application to the California Housing and Community Development Department Prohousing Designation Program and authorizing City staff to submit the application for formal review; and
4. Adopt Resolution No. 2024-27 supporting the City's application to the California Housing and Community Development Department Prohousing Incentive Program and authorizing City staff to submit the grant application with any corrections per the formal review.
5. Authorize the City Manager to sign all documents relative to the application.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Prohousing Designation is a California Housing and Community Development Department (HCD) program that recognizes cities and counties that demonstrate a commitment to creating and supporting housing affordability and development. This recognition could position the City to receive additional grant funding from the State. By pursuing the designation, the City will advance its commitment to Housing Element goals, reinforcing its efforts to accelerate housing production to meet its share of the regional housing need, and address the housing needs of the community.

Receiving a Prohousing Designation documents a jurisdiction's commitment to implementing local policies that remove obstacles to new housing and recognizes the work that has already been done by a jurisdiction to address California's severe housing shortage and affordability crisis. Applicants seeking to build affordable housing projects

CONSIDERATION AND APPROVAL OF TWO RESOLUTIONS SUPPORTING THE CITY'S APPLICATION TO THE PROHOUSING DESIGNATION PROGRAM AND THE PROHOUSING INCENTIVE PROGRAM

Page 2 of 5

in local governments that receive the Prohousing Designation can receive priority processing or funding points when applying for several funding programs, including Affordable Housing and Sustainable Communities (AHSC), Infill Infrastructure Grant (IIG), Transformative Climate Communities (TCC), and more.

Furthermore, becoming prohousing designated allows the City to qualify for the Prohousing Incentive Program, an HCD grant program that can be used for the following eligible uses:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, and moderate-income households, including necessary operating subsidies.
2. Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of area median income, or 150 percent of area median income in high-cost areas.
3. Matching portions of funds placed into local or regional housing trust funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of Section 34176 of the Health and Safety Code.
5. Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments funded through the Veterans Housing and Homelessness Prevention Bond Act of 2014.
6. Assisting people who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
7. Accessibility modifications.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives or matching funds to local agencies that approve new housing for extremely low, very low, low-, and moderate-income households.

Local governments that receive the Prohousing Designation can also receive priority processing or funding points when applying for several funding programs, including:

- Affordable Housing & Sustainable Communities (AHSC)
- Infill Infrastructure Grant (IIG)
- Transformative Climate Communities (TCC)
- Solutions for Congested Corridors
- Local Partnership Program
- Transit and Intercity Rail Capital Program (TIRCP)

The City expects to be eligible for \$1,000,000 from the Prohousing Incentive Program. Achieving prohousing designation and enacting the policies that will qualify the City for

CONSIDERATION AND APPROVAL OF TWO RESOLUTIONS SUPPORTING THE CITY'S APPLICATION TO THE PROHOUSING DESIGNATION PROGRAM AND THE PROHOUSING INCENTIVE PROGRAM

Page 3 of 5

designation alignment with the goals and objectives in the City's 2021-2039 Housing Element, including:

GOAL 1: Provide opportunities for the development of suitable housing to meet the diverse needs of existing and future residents.

POLICY 1.4 Provide for housing for people with special needs, including people with disabilities, large households, and seniors, through the use of zoning incentives, dedication of funding, and flexible and/or objective design standards.

GOAL 2: Maintain and enhance the quality of existing housing and residential neighborhoods and provide greater housing stability for households at all income levels.

POLICY 2.5 Promote quality rental housing and strategies to address substandard conditions of units. Establish procedures to use the City's existing Code Enforcement program to hold landlords accountable for rental housing repairs. Dedicate funding to rental housing rehabilitation and connect owners of rental properties with code violations with funding programs.

GOAL 3: Minimize the impact of governmental constraints on the maintenance, improvement, and development of housing.

POLICY 3.2 Reduce barriers to building new housing and amend the Zoning Code and other ordinances to allow for more flexibility and faster processing time.

Furthermore, applying for the Prohousing Incentive Program grant aligns with several Housing Element actions to seek funding for affordable housing:

Action 4-1. Rehabilitation Grants and Loans

The Home Repair Program and the Owner-Occupied Rehabilitation Program have lacked funding in recent years, but the city will allocate CDBG and HOME funding to them, and will seek additional funding to assist more households.

Action 5-2. Preservation of At-Risk Units

When available, the City will utilize resources such as HOME funds, CDBG funds, Project-Based Vouchers, Low-Income Housing Tax Credit Programs and other state or federal funding sources to stimulate private developer and non-profit entity efforts in the preservation of housing for lower-income households.

Action 5-4. Rental Housing Rehabilitation

Apply for additional funding to preserve the existing stock of affordable and market-rate rental housing, including providing loans, grants, and/or rebates to owners of rental properties to make needed repairs and rehabilitation of property.

CONSIDERATION AND APPROVAL OF TWO RESOLUTIONS SUPPORTING THE CITY'S APPLICATION TO THE PROHOUSING DESIGNATION PROGRAM AND THE PROHOUSING INCENTIVE PROGRAM

Page 4 of 5

Action 13-2. Homeless Services and Housing

To address the local and regional need for homeless services and housing, the City will administer programs and funding, including

- The City will seek new funding for the development and operation of emergency shelters, transitional housing, permanent supportive housing, and emergency housing assistance. Potential new funding sources include Project Homekey, and the Continuum of Care program.

Application

The Prohousing Designation application consists of five elements:

1. A formal resolution authorizing a jurisdiction to apply for a Prohousing Designation
2. The City's proposed policy completion schedule
3. The City's project proposal scoring sheet
4. Examples of enhancement factors
5. Supporting documentation

There are also threshold requirements that include having a certified Housing Element, engaging in a public participation process, complying with applicable state housing law related to the Permit Streamlining Act and CEQA, and demonstrated adherence to the U.S. Interagency Council on Homelessness "7 Principles of Addressing Encampments."

The core of the Prohousing Designation Program application is focused on Appendix 3, the jurisdiction's project proposal scoring sheet. There are four categories in which jurisdictions receive points. The four categories include:

1. Favorable Zoning and Land Use
2. Acceleration of Housing Production Timeframes
3. Reduction of Construction and Development Costs
4. Providing Financial Subsidies

A minimum of 30 points must be reached to achieve Prohousing Designation across the four categories. There are also enhancement factors, where each category can receive extra points if policies in the four categories align with state priorities, such as, but not limited to, mitigating climate change, promoting fair housing, and preventing displacement. Points are received for both enacted and proposed policies. Proposed policies must be implemented within two years of application submittal.

Application Process

The City will make the Prohousing Designation Program application (Attachment C) available to the public for the required 30 days following approval of Resolution 2024-26. During that time, the City will consider any written comments on the

CONSIDERATION AND APPROVAL OF TWO RESOLUTIONS SUPPORTING THE CITY'S APPLICATION TO THE PROHOUSING DESIGNATION PROGRAM AND THE PROHOUSING INCENTIVE PROGRAM

Page 5 of 5

application and revise, if necessary, before submitting the formal application to HCD for review. The application will be posted at the City's website (<https://hpca.QOv/847/Prohousingq-Designation-Program>) and the Housing Element project website (<https://huntingtonparkqupdates.com/housingq-element/>).

Once the public review period is complete, City staff will submit the completed Prohousing Designation Program application to HCD for its official review.


The City will also apply for the Prohousing Incentive Program, as authorized by Resolution 2024-27. Achieving Prohousing Designation status is a threshold requirement for the Prohousing Incentive Program. The City's preliminary application for the Prohousing Incentive Program is attached as Attachment D.

FISCAL IMPACT/FINANCING

There will be no fiscal impact resulting from the City's submittal of an application to the Prohousing Designation Program. Becoming Prohousing Designated will make the city eligible or more competitive for many state grant programs.

CONCLUSION

Upon Council approval of the resolutions, staff will proceed with the actions authorized by the resolutions and submit both the Prohousing Designation Program and Prohousing Incentive Program applications by December 31, 2024.



RICARDO REYES
CITY MANAGER



STEVE FORSTER
COMMUNITY DEVELOPMENT DIRECTO

ATTACHMENT(S)

- A. Resolution 2024-26 Authorizing Application to and Participation in the Prohousing Designation Program
- B. Resolution 2024-27 Authorizing Application to the Prohousing Incentive Program
- C. Prohousing Designation Program Draft Application (Includes Exhibits 1-6)
- D. Prohousing Incentive Program Draft Application

ATTACHMENT "A"

RESOLUTION NO. 2024-26

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK, CALIFORNIA,
AUTHORIZING APPLICATION TO AND
PARTICIPATION IN THE PROHOUSING
DESIGNATION PROGRAM

WHEREAS, Government Code section 65589.9 established the Prohousing Designation Program ("Program"), which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies; and

WHEREAS, such jurisdictions will be designated Prohousing, and, as such, will receive additional points or other preference during the scoring of their competitive Applications for specified housing and infrastructure funding; and

WHEREAS, the California Department of Housing and Community Development ("Department") has adopted regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) to implement the Program ("Program Regulations"), as authorized by Government Code section 65589.9, subdivision (d); and

WHEREAS, the City of Huntington Park ("Applicant") desires to submit an Application for a Prohousing Designation ("Application").

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

SECTION 1. Applicant is hereby authorized and directed to submit an Application to the Department.

SECTION 2. Applicant acknowledges and confirms that it is currently in compliance with applicable state housing law.

SECTION 3. Applicant acknowledges and confirms that it will continue to comply with applicable housing laws and to refrain from enacting laws, developing policies, or taking other local governmental actions that may or do inhibit or constrain housing production. Examples of such local laws, policies, and actions include moratoriums on development; local voter approval requirements related to housing production; downzoning; and unduly restrictive or onerous zoning regulations, development standards, or permit procedures. Applicant further acknowledges and confirms that the Prohousing Policies in its Application comply with its duty to Affirmatively Further Fair Housing pursuant to Government Code sections 8899.50 and 65583. Applicant further acknowledges and confirms that its general plan is in alignment with an adopted sustainable communities strategy pursuant to Public Resources Code sections 21155- 21155.4. Applicant further acknowledges and confirms that its policies for the treatment of homeless encampments on public property comply do and will continue to comply with the Constitution and that it has

1 enacted best practices in its jurisdiction that are consistent with the United States
2 Interagency Council on Homelessness' "7 Principles for Addressing Encampments"
3 (June 17, 2022, update) and or per judicial standings of the Federal and State
4 Authority.

4 **SECTION 4.** If the Application is approved, Applicant is hereby authorized and
5 directed to enter into, execute, and deliver all documents required or deemed
6 necessary or appropriate to participate in the Program, and all amendments thereto
7 (the "Program Documents").

7 **SECTION 5.** Applicant acknowledges and agrees that it shall be subject to the
8 Application, the terms and conditions specified in the Program Documents, the
9 Program Regulations, and any and all other applicable law.

10 **SECTION 6.** The CITY MANAGER is authorized to execute and deliver the
11 Application and the Program Documents on behalf of the Applicant for participation in
12 the Program.

12 **SECTION 7.** The City Clerk shall certify to the adoption of this Resolution.

13 **PASSED, APPROVED AND ADOPTED this 4th day of November 2024.**

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16 Karina Macias,
17 Mayor

18 **ATTEST:**

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20 Eduardo Sarmiento,
21 City Clerk

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ATTACHMENT "B"

RESOLUTION NO. 2024-27

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK, CALIFORNIA,
AUTHORIZING APPLICATION TO APPLICATION
FOR, AND RECEIPT OF, PROHOUSING
INCENTIVE PROGRAM FUNDS**

WHEREAS, pursuant to Health and Safety Code 50470 et. Seq, the California Department of Housing and Community Development ("Department") is authorized to issue Guidelines as part of an incentive program (hereinafter referred to by the Department as the Prohousing Incentive Program or ("PIP")); and

WHEREAS, the City Council of the City of Huntington Park desires to submit a PIP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for eligible activities toward planning and implementation activities related to housing and community development as a result of meeting eligibility criteria including but not limited to Prohousing Designation; and

WHEREAS, the Department has issued Guidelines and Application on August 15, 2024, in the amount of \$8 million for PIP.

Now, therefore, the City Council of the City of Huntington Park ("Applicant") resolves as follows:

SECTION 1. The CITY MANAGER is hereby authorized and directed to submit an Application to the Department in response to the NOFA, and to apply for the PIP grant funds in a total amount not to exceed \$1 million.

SECTION 2. In connection with the PIP grant, if the Application is approved by the Department, the CITY MANAGER of the City of Huntington Park is authorized and directed to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$1,000,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PIP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the Guidelines, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the Guidelines and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

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SECTION 7. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED ON November 4, 2024, by the City Council of the City of Huntington Park by the following vote count:

AYES: NAYS: ABSENT: ABSTAIN:

Karina Macias,
Mayor

ATTEST:

Eduardo Sarmiento,
City Clerk

Prohousing Designation Program Application



**State of California
Governor Gavin Newsom**

**Melinda Grant, Undersecretary
Business, Consumer Services and Housing Agency**

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

**Megan Kirkeby, Deputy Director
Division of Housing Policy Development**

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/community-development/prohousing>

Email: ProhousingPolicies@hcd.ca.gov

January 2024

Prohousing Designation Program Application Package Instructions

The applicant is applying for a Prohousing Designation under the Prohousing Designation Program (“**Prohousing**” or “**Program**”), which is administered by the Department of Housing and Community Development (“**Department**”) pursuant to Government Code section 65589.9.

The Program creates incentives for Jurisdictions that are compliant with State Housing Element Law and that have enacted Prohousing Policies. These incentives will take the form of additional points or other preference in the scoring of applications for competitive housing and infrastructure programs. The administrators of each such program will determine the value and form of the preference.

In order to be considered for a Prohousing Designation, the applicant must accurately complete all sections of this application, including any relevant appendices. The Department reserves the right to request additional clarifying information from the applicant.

This application is subject to Government Code section 65589.9 and to the regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) adopted by the Department in promulgation thereof (“**Regulations**”). All capitalized terms in this application shall have the meanings set forth in the Regulations.

All applicants must submit a complete, signed application package to the Department, in electronic format, in order to be considered for a Prohousing Designation. Please direct electronic copies of the completed application package to the following email address: ProhousingPolicies@hcd.ca.gov.

A complete application will include all items identified in the Application Checklist.

In relation to **Appendix 1**, the Formal Resolution for the Prohousing Designation Program, please use strikethrough and underline if proposing any modifications to the text of the Resolution. Please be aware, any substantive deviations from the Formal Resolution may result in an incomplete application and will likely be subject to additional internal review and potential delays.

Appendix 2, the Proposed Policy Completion Schedule, applies only if an application includes proposed policies.

Appendix 3, Project Proposal Scoring Sheet and Sample Project Proposal Scoring Sheet, includes a blank template to be completed by the applicant as part of the application, as well as a Sample Project Proposal Scoring Sheet with an example of how this template may be completed.

Appendix 4 lists examples of Prohousing Policies with enhancement factors to aid applicants in understanding how enhancement factors may be applied.

Appendix 5 is where the applicant will include any additional information and supporting documentation for the application.

If you have questions regarding this application or the Program, or if you require technical assistance in preparing this application, please email ProhousingPolicies@hcd.ca.gov.

Application Checklist

	Yes	No
Application Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certification and Acknowledgement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The Legislative Information form is completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The Threshold Requirements Checklist is completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A duly adopted and certified Formal Resolution for the Prohousing Designation Program is included in the application package. (See Appendix 1 for the Formal Resolution for the Prohousing Designation Program form.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If applicable, the Proposed Policy Completion Schedule is completed. (See Appendix 2 .)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The Project Proposal Scoring Sheet is completed. (See Appendix 3 for the Project Proposal Scoring Sheet and the Sample Project Proposal Scoring Sheet.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Additional information and supporting documentation (Applicant to provide as Appendix 5)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Application Information

Applicant (Jurisdiction):	City of Huntington Park
Applicant Mailing Address:	6550 Miles Avenue
City:	Huntington Park
ZIP Code:	90255
Website:	https://www.hpca.gov/11/Community-Development
Authorized Representative Name	Ricardo Reyes
Authorized Representative Title:	City Manager
Phone:	(323) 584-6222
Email:	rreyes@hpca.gov
Contact Person Name:	Steve Forster
Contact Person Title:	Community Development Director
Phone:	(323) 584-6392
Email:	sforster@hpca.gov
Proposed Total Score (Based on Appendix 3):	65

CERTIFICATION AND ACKNOWLEDGMENT

As authorized by the Formal Resolution for the Prohousing Designation Program (Resolution No. 2024-26), which is attached hereto and incorporated by reference as if set forth in full, I hereby submit this full and complete application on behalf of the applicant.

I certify that all information and representations set forth in this application are true and correct.

I further certify that any proposed Prohousing Policy identified herein will be enacted within two (2) years of the date of this application submittal.

I acknowledge that this application constitutes a public record under the California Public Records Act (Gov. Code, § 6250 et seq.) and is therefore subject to public disclosure by the Department.

Signature: _____

Name and Title: Ricardo Reyes City Manager

Date: _____

Legislative Information

District	Number	Legislators Name(s)
State Assembly District	62	Anthony Rendon
State Senate District	33	Lena A. Gonzalez

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>

Threshold Requirements Checklist

The applicant meets the following threshold requirements in accordance with Section 6604 of the Regulations:

	Yes	No
The applicant is a Jurisdiction.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The applicant has adopted a Compliant Housing Element.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The applicant has submitted or will submit a legally sufficient Annual Progress Report prior to designation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The applicant has completed or agrees to complete, on or before the relevant statutory deadlines, any rezone program or zoning that is necessary to remain in compliance with Government Code sections 65583, subdivision (c)(1), and 65584.09, subdivision (a), and with California Coastal Commission certification where appropriate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The applicant is in compliance, at the time of the application, with applicable state housing law, including, but not limited to those included in Government Section 65585, subdivision (j); laws relating to the imposition of school facilities fees or other requirements (Gov. Code, § 65995 et seq.); Least Cost Zoning Law (Gov. Code, § 65913.1); Permit Streamlining Act (Gov. Code, § 65920 et seq.); and provisions relating to timeliness of CEQA processing by local governments in Public Resources Code sections 21080.1, 21080.2, and 21151.5(a).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The applicant further acknowledges and confirms that its treatment of homeless encampments on public property complies with and will continue to comply with the constitutional rights of persons experiencing homelessness and that it has submitted a one-page summary to the Department demonstrating how the applicant has enacted best practices in their jurisdiction related to the treatment of unhoused individuals camping on public property, consistent with United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments," (June 17, 2022 update), hereby incorporated by reference.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The applicant has duly adopted and certified, by the applicant's governing body, a Formal Resolution for the Prohousing Designation Program, which is hereby incorporated by reference. (A true and correct copy of the resolution is included in this application package.)	<input type="checkbox"/>	<input type="checkbox"/>
The applicant has demonstrated that they engaged in a diligent public participation process that included 1) outreach through a variety of methods and languages; 2) specific efforts to engage all segments of the community, including individuals or representatives of lower-income and special needs households, for-profit and non-profit developers and special needs service providers; 3) availability of the draft document to the public, including notification to interested parties and all segments of the community for 30 days and subsequent versions for 7 days; 4) public hearings and informative meetings; and 5) consideration of comments, including incorporation of comments into a jurisdiction's application and Prohousing Policies, as appropriate. The applicant has submitted documentation of comments received during this process.	<input type="checkbox"/>	<input type="checkbox"/>

Project Proposal
Category 1: Favorable Zoning and Land Use

Category	Prohousing Policy Description	Points
1A	Sufficient sites, including rezoning, to accommodate 150 percent or greater of the current or draft RHNA, whichever is greater, by total and income category. These additional sites must be identified in the Jurisdiction's housing element adequate sites inventory, consistent with Government Code section 65583, subdivisions (a)(3) and (c)(1).	3
1B	Permitting missing middle housing uses (e.g., duplexes, triplexes, and fourplexes) by right in existing low-density, single-family residential zones in a manner that exceeds the requirements of SB 9 (Chapter 162, Statutes of 2021, Gov. Code, §§ 65852.21, 66411.7).	3
1C	Sufficient sites, including rezoning, to accommodate 125 to 149 percent of the current or draft RHNA, whichever is greater, by total and income category. These points shall not be awarded if the applicant earns three points pursuant to Category (1)(A) above. These additional sites must be identified in the Jurisdiction's housing element adequate sites inventory, consistent with Government Code section 65583, subdivisions (a)(3) and (c)(1).	2
1D	Density bonus programs that allow additional density for additional affordability beyond minimum statutory requirements (Gov. Code, § 65915 et seq.).	2
1E	Increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit Law, (Gov. Code, §§ 65852.2, 65852.22) (e.g., permitting more than one converted ADU; one detached, new construction ADU; and one JADU per single-family lot), and in a manner that exceeds the requirements of SB 9 (Chapter 192, Statutes of 2021, Gov. Code, §§ 65852.21, 66411.7). These policies shall be separate from any qualifying policies under Category (1)(B).	2
1F	Eliminating minimum parking requirements for residential development as authorized by Government Code section 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Gov. Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Gov. Code section 65915, subdivision (p).	2
1G	Zoning or incentives that are designed to increase affordable housing development in a range of types, including, but not limited to, large family units, Supportive Housing, housing for transition age foster youth, and deep affordability targeted for Extremely Low-Income Households in all parts of the Jurisdiction, with at least some of the zoning, other land use designation methods, or incentives being designed to increase affordable housing development in higher resource areas shown in the TCAC/HCD Opportunity Map, and with the Jurisdiction having confirmed that it considered and addressed potential environmental justice issues in adopting and implementing	2

	this policy, especially in areas with existing industrial and polluting uses.	
1H	Zoning or other land use designation methods to allow for residential or mixed uses in one or more non-residential zones (e.g., commercial, light industrial). Qualifying non-residential zones do not include open space or substantially similar zones.	1
1I	Modification of development standards and other applicable zoning provisions or land use designation methods to promote greater development intensity. Potential areas of focus include floor area ratio, height limits, minimum lot or unit sizes, setbacks, and allowable dwelling units per acre. These policies must be separate from any qualifying policies under Category (1)(B) above.	1
1J	Establishment of a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a Housing Sustainability District, as defined in Government Code section 66200.	1
1K	Establishment of an inclusionary housing program requiring new developments to include housing affordable to and reserved for low- and very low-income households, consistent with the requirements of AB 1505 (Chapter 376, Statutes of 2017, Gov. Code, § 65850.01).	1
1L	Other zoning and land use actions not described in Categories (A)-(K) of this section that measurably support the Acceleration of Housing Production.	1

Project Proposal
Category 2: Acceleration of Housing Production Timeframes

Category	Prohousing Policy Description	Points
2A	Establishment of ministerial approval processes for multiple housing types, including, for example, single-family, multifamily and mixed-use housing.	3
2B	Acceleration of Housing Production through the establishment of streamlined, program-level CEQA analysis and certification of general plans, community plans, specific plans with accompanying Environmental Impact Reports (EIR), and related documents.	2
2C	Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law, (e.g., Pub. Resources Code, §§ 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, § 65457; Cal Code Regs., tit. 14, §§ 15303, 15332; Pub. Resources Code, §§ 21094.5, 21099, 21155.2, 21159.28).	2
2D	Establishment of permitting processes that take less than four months to complete. Policies under this category must address all approvals necessary to issue building permits.	2
2E	Absence or elimination of public hearings for projects consistent with zoning and the general plan.	2
2F	Priority permit processing or reduced plan check times for homes affordable to Lower-Income Households.	1
2G	Establishment of consolidated or streamlined permit processes that minimize the levels of review and approval required for projects, and that are consistent with zoning regulations and the general plan.	1
2H	Absence, elimination, or replacement of subjective development and design standards with objective development and design standards that simplify zoning clearance and improve approval certainty and timing.	1
2I	Establishment of one-stop-shop permitting processes or a single point of contact where entitlements are coordinated across city approval functions (e.g., planning, public works, building) from entitlement application to certificate of occupancy.	1
2J	Priority permit processing or reduced plan check times for ADUs/JADUs or multifamily housing.	1
2K	Establishment of a standardized application form for all entitlement applications.	1
2L	Documented practice of publicly posting status updates on project permit approvals on the internet.	1
2M	Limitation on the total number of hearings for any project to three or fewer. Applicants that accrue points pursuant to category (2)(E) are not eligible for points under this category.	1
2N	Other policies not described in Categories (2)(A)-(M) of this section that quantifiably decrease production timeframes or promote the streamlining of approval processes.	1

Project Proposal
Category 3: Reduction of Construction and Development Costs

Category	Prohousing Policy Description	Points
3A	Waiver or significant reduction of development impact fees for residential development with units affordable to Lower-Income Households. This provision does not include fees associated with the provision of housing affordable to Lower-Income Households (e.g., inclusionary in lieu fees, affordable housing impact fees, and commercial linkage fees).	3
3B	Adoption of policies that result in less restrictive requirements than Government Code sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not limited to, development standards improvements, permit processing improvements, dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages.	2
3C	Adoption of other fee reduction strategies separate from Category (3)(A), including fee deferrals and reduced fees for housing for persons with special needs. This provision does not include fees associated with the provision of housing affordable to Lower-Income Households (e.g., inclusionary in lieu fees, affordable impact fees and commercial linkage fees).	1
3D	Accelerating innovative housing production through innovative housing types (e.g., manufactured homes, recreational vehicles, park models, community ownership, and other forms of social housing) that reduce development costs.	1
3E	Measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes, creation of on-street parking for bikes, transit-related improvements, or establishment of carshare programs.	1
3F	Adoption of universal design ordinances pursuant to Health and Safety Code section 17959.	1
3G	Establishment of pre-approved or prototype plans for missing middle housing types (e.g., duplexes, triplexes, and fourplexes) in low-density, single-family residential areas.	1
3H	Adoption of ordinances that reduce barriers, beyond existing law, for the development of housing affordable to Lower-Income Households.	1
3I	Other policies not described in Categories (3)(A)-(H) of this section that quantifiably reduce construction or development costs.	1

Project Proposal
Category 4: Providing Financial Subsidies

Category	Prohousing Policy Description	Points
4A	Establishment of a housing fund or contribution of funds towards affordable housing through proceeds from approved ballot measures.	2
4B	Establishment of local housing trust funds or collaboration on a regional housing trust fund, which include the Jurisdiction's own funding contributions. The Jurisdiction must contribute to the local or regional housing trust fund regularly and significantly. For the purposes of this Category, "regularly" shall be defined as at least annually, and "significant" contributions shall be determined based on the impact the contributions have in accelerating the production of affordable housing.	2
4C	Demonstration of regular use or planned regular use of funding (e.g., federal, state, or local) for preserving assisted units at-risk of conversion to market rate uses and conversion of market rate uses to units with affordability restrictions (e.g., acquisition/rehabilitation). For the purposes of this category, "regular use" can be demonstrated through the number of units preserved annually by utilizing this funding source.	2
4D	Provide grants or low-interest loans for ADU/JADU construction affordable to Lower- and Moderate-Income Households.	2
4E	A comprehensive program that complies with the Surplus Land Act (Gov. Code, § 54220 et seq.) and that makes publicly owned land available for affordable housing, or for multifamily housing projects with the highest feasible percentage of units affordable to Lower Income Households. A qualifying program may utilize mechanisms such as land donations, land sales with significant write-downs, or below-market land leases.	2
4F	Establishment of an Enhanced Infrastructure Financing District or similar local financing tool that, to the extent feasible, directly supports housing developments in an area where at least 20 percent of the residences will be affordable to Lower-Income Households.	2
4G	Prioritization of local general funds to accelerate the production of housing affordable to Lower-Income Households.	2
4H	Directed residual redevelopment funds to accelerate the production of affordable housing.	1
4I	Development and regular (at least biennial) use of a housing subsidy pool, local or regional trust fund, or other similar funding source sufficient to facilitate and support the development of housing affordable to Lower-Income Households.	1

4J	Prioritization of local general funds for affordable housing. This point shall not be awarded if the applicant earns two points pursuant to Category (4)(G).	1
4K	Providing operating subsidies for permanent Supportive Housing.	1
4L	Providing subsidies for housing affordable to Extremely Low-Income Households.	1
4M	Other policies not described in Categories (4)(A)-(L) of this section that quantifiably promote, develop, or leverage financial resources for housing affordable to Lower-Income Households.	1

Project Proposal Enhancement Factors

The Department shall utilize enhancement factors to increase the point scores of Prohousing Policies. An individual Prohousing Policy may not use more than one enhancement factor. Each Prohousing Policy will receive extra points for enhancement factors in accordance with the chart below.

Category	Prohousing Policy Description	Points
1	The policy represents one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, housing affordable to Lower-Income Households, climate change solutions, and/or hazard mitigation.	2
2	Policies that promote development consistent with the state planning priorities pursuant to Government Code section 65041.1.	1
3	Policies that diversify planning and target community and economic development investments (housing and non-housing) toward place-based strategies for community revitalization and equitable quality of life in lower opportunity areas. Such areas include, but are not limited to, Low Resource and High Segregation & Poverty areas designated in the most recently updated TCAC/HCD Opportunity Maps, and disadvantaged communities pursuant to Health and Safety Code sections 39711 and 39715 (California Senate Bill 535 (2012)).	1
4	Policies that go beyond state law requirements in reducing displacement of Lower-Income Households and conserving existing housing stock that is affordable to Lower-Income Households.	1
5	Rezoning and other policies that support intensification of residential development in Location Efficient Communities.	1
6	Rezoning and other policies that result in a net gain of housing capacity while concurrently mitigating development impacts on or from Environmentally Sensitive or Hazardous Areas.	1
7	Zoning policies, including inclusionary housing policies, that increase housing choices and affordability, particularly for Lower-Income Households, in High Resource and Highest Resource areas, as designated in the most recently updated TCAC/HCD Opportunity Maps.	1
8	Other policies that involve meaningful actions towards Affirmatively Furthering Fair Housing outside of those required pursuant to Government Code sections 65583, subdivision (c)(10), and 8899.50, including, but not limited to, outreach campaigns, updated zoning codes, and expanded access to financing support.	1

Project Proposal Scoring Sheet Instructions

The Department shall validate applicants' scores based on the extent to which each identified Prohousing Policy contributes to the Acceleration of Housing Production. The Department shall assess applicants' Prohousing Policies in accordance with statutory requirements and the Regulations.

The Department shall further assess applicants' Prohousing Policies using the following four scoring categories: Favorable Zoning and Land Use, Acceleration of Housing Production Timeframes, Reduction of Construction and Development Costs, and Providing Financial Subsidies. Applicants shall demonstrate that they have enacted or proposed at least one policy that significantly contributes to the Acceleration of Housing Production in each of the four categories. A Prohousing Designation requires a total score of 30 points or more across all four categories.

Instructions

Please utilize one row of the Scoring Sheet for each Prohousing Policy.

- **Category Number:** Select the relevant category number from the relevant Project Proposal list in this application. Where appropriate, applicants may utilize a category number more than once.
- **Concise Written Description of Prohousing Policy:** Set forth a brief description of the enacted or proposed Prohousing Policy.
- **Enacted or Proposed:** Identify the Prohousing Policy as enacted or proposed. For proposed Prohousing Policies, please complete **Appendix 2: Proposed Policy Completion Schedule**.
- **Documentation Type:** For enacted Prohousing Policies, identify the relevant documentary evidence (e.g., resolution, zoning code provisions). For proposed Prohousing Policies, identify the documentation which shows that implementation of the policy is pending.
- **Web Links/Electronic Copies:** Insert the Web link(s) to the relevant documentation or indicate that electronic copies of the documentation have been attached to this application as **Appendix 5**.
- **Points:** Enter the appropriate number of points using the relevant Project Proposal list in this application.
- **Enhancement Category Number (optional):** If utilizing an enhancement factor for a particular Prohousing Policy, enter the appropriate category number using the relevant Project Proposal list in this application.
- **Enhancement Points (optional):** If utilizing an enhancement factor for a particular Prohousing Policy, enter the point(s) for that Prohousing Policy.
- **Total Points:** Add the enhancement point(s) to the Prohousing Policy's general point score.

Appendix 1: Formal Resolution for the Prohousing Designation Program

1 enacted best practices in its jurisdiction that are consistent with the United States
2 Interagency Council on Homelessness' "7 Principles for Addressing Encampments"
3 (June 17, 2022, update) and or per judicial standings of the Federal and State
4 Authority.

4 **SECTION 4.** If the Application is approved, Applicant is hereby authorized and
5 directed to enter into, execute, and deliver all documents required or deemed
6 necessary or appropriate to participate in the Program, and all amendments thereto
7 (the "Program Documents").

7 **SECTION 5.** Applicant acknowledges and agrees that it shall be subject to the
8 Application, the terms and conditions specified in the Program Documents, the
9 Program Regulations, and any and all other applicable law.

10 **SECTION 6.** The CITY MANAGER is authorized to execute and deliver the
11 Application and the Program Documents on behalf of the Applicant for participation in
12 the Program.

12 **SECTION 7.** The City Clerk shall certify to the adoption of this Resolution.

13 **PASSED, APPROVED AND ADOPTED this** 4th day of November 2024.
14

15
16 _____
17 Karina Macias,
18 Mayor

18 **ATTEST:**

19
20 _____
21 Eduardo Sarmiento,
22 City Clerk
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Appendix 2: Proposed Policy Completion Schedule

Category Number	Concise Written Description of Proposed Policy	Key Milestones and Milestone Dates	Anticipated Completion Date	Notes
1G	Modify the Density Bonus ordinance to provide a density bonus for new housing projects that include family-sized housing.		December 2026	
1I	Increase development intensity in the C-N district by increasing the 30-foot height to 35 feet.		December 2026	
1L	Establish minimum densities of at least 20 units per acre in the Downtown Specific Plan to accelerate housing production in the City center.		December 2026	
2F	Establish an administrative approvals process for and allow priority processing of housing projects affordable to lower- and moderate-income households.		December 2026	
2H	Develop citywide objective design standards.		December 2026	
2K	Design a standardized application form for all residential project types.		December 2026	
2N	Develop zoning standards and/or an Adaptive Reuse Ordinance to provide incentives for transitioning other land uses to residential uses.		December 2026	
3F	Adopt a Universal Design Ordinance.		December 2026	
3I	Offer incentives to reduce costs associated with the consolidation of small parcels, sometimes needed for the production of housing.		December 2026	
4B	Join and contribute funds toward the Gateway Cities COG regional housing trust fund.		December 2026	
4O	Apply for additional funding to preserve the existing stock of affordable and market-rate rental housing.		December 2026	
4E	Create a strategy for the development of City-owned parking lot sites in the Downtown Specific Plan area, including affordable housing consistent with the Surplus Land Act.		December 2026	
4K	Allocate funding and/or seek new funding for the development and operation of emergency shelters, transitional housing, and permanent supportive housing, and emergency housing assistance.		December 2026	
4L	Update the Density Bonus Ordinance to provide greater incentives for projects that include units affordable to extremely low-income households.		December 2026	
4M	Continuation of HOME-funded Home Repair Program and the CalHome-funded Owner-Occupied Rehabilitation Program.		December 2026	

Appendix 3: Project Proposal Scoring Sheet and Sample Project Proposal Scoring Sheet

Project Proposal Scoring Sheet

Category Number	Concise Written Description of Prohousing Policy	Enacted or Proposed	Documentation Type (e.g., resolution, zoning code)	Insert Web Links to Documents or Indicate that Electronic Copies are Attached as Appendix 5	Points	Enhancement Category Number	Enhancement Points	Total Points
1F	<p>Established a new zoning district that eliminated parking requirements for residential development as authorized by Government Code section 65852.2. The TOD Overlay will enhance areas around transit throughout Huntington Park, creating jobs and providing housing opportunities.</p> <p>Category 1F demonstrates alignment with Enhancement Category 1 because the elimination of parking requirements furthers multiple goals in the City's General Plan regarding transit-oriented development and facilitating the production of affordable housing.</p>	E	Zoning Code	<p>Municipal Code Title 9 Zoning, Section 9-4.502.8 Transit oriented development overlay zone</p> <p>Enhancement Category 1 Documentation: General Plan Land Use & Community Development Element Policy 1.4 (page 7); Housing Element Policy 1.6 (page VI-1), Policy 3.2 and 3.3 (page VI-3), and Policy 4.6 (page VI-3)</p> <p>General Plan Land Use & Community Development Element and Housing Element available at: https://huntingtonparkqpupdates.com/</p>	2	1	2	4
1G	<p>Modify the Density Bonus ordinance (Article 22, Density Bonus/Affordable Housing Incentives) to provide a density bonus for new housing projects that include family-sized housing (four or more bedrooms). The change would exceed the requirements of Government Code sections 65583, subdivision (c)(10), and 8899.50 by offering unique bonuses for large units not offered in state law. (Housing Element Action 7-4, Zoning Changes to Address Affirmatively Furthering Fair Housing Issues)</p> <p>Category 1G demonstrates alignment with Enhancement Factor 8 because the density bonus update advance Affirmatively Furthering Fair Housing for a population identified as having particular housing needs in Huntington Park—large households.</p>	P	Zoning Code	<p>General Plan Housing Element Action 7-4, Zoning Changes to Address Affirmatively Furthering Fair Housing Issues (page VI-14)</p> <p>Enhancement Category 8 Documentation: General Plan Housing Element Chapter II, Housing Needs Assessment (page 11-17 and page II-49); Policy 1.4 (page VI-1)</p> <p>General Plan Housing Element available at: https://huntingtonparkqpupdates.com/</p>	2	8	1	3
1H	<p>Establish a Transit-Oriented Development (TOD) Overlay District for sites around stations in or adjacent to Huntington Park along the planned West Santa Ana Branch</p>	E	Zoning Code	<p>Municipal Code Title 9 Zoning, Section 9-4.502.8</p> <p>Transit oriented development overlay zone</p> <p>Enhancement Category 5 Documentation:</p>	1	5	1	2

Category Number	Concise Written Description of Prohousing Policy	Enacted or Proposed	Documentation Type (e.g., resolution, zoning code)	Insert Web Links to Documents or Indicate that Electronic Copies are Attached as Appendix 5	Points	Enhancement Category Number	Enhancement Points	Total Points
	<p>Transit Corridor. The TOD Overlay is intended to facilitate the development of a compact mix of high-density residential, commercial, office, and light industrial uses in areas with a high potential for pedestrian activity, generally within one-half mile of existing and planned transit stations. The TOD Overlay will transform areas of the city that were historically industrial into multi-use neighborhoods connected to the region by high-quality transit. The TOD Overlay is anticipated to facilitate at least 1,758 units. (Housing Element Action 10-5, Transit-Oriented Development Overlay District)</p> <p>Category 1H demonstrates alignment with Enhancement Factor 5 because establishing a TOD supports intensification of residential development in Location Efficient Communities as it would increase the amount of high-density housing located within one half-mile of existing and planned transit stations, consistent with regional transportation plans.</p>			<p>LA Metro, West Santa Ana Branch Transit Oriented Development Strategic Implementation Plan Executive Summary (May 2019)</p>				
11	<p>The City will allow increased development intensity in the C-N district by increasing the 30-foot height limit in the C-N district to 35 feet, to more easily allow three-story buildings. (Housing Element Action 7-2, Address Constraints)</p> <p>Category 11 demonstrates alignment with Enhancement Factor 1 because the action is part of the Housing Element's comprehensive plan to further efficient land use policy, allowing for densification in mixed-use areas throughout the city and more residential uses to be closer to work, transit, and essential services, furthering Land Use Element and</p>	P	Zoning Code	<p>General Plan Housing Element Action 7-2, Address Constraints (page VI-13)</p> <p>Enhancement Category 1 Documentation: General Plan Land Use & Community Development Element Policy 1.4 (page 7); Housing Element Policy 1.6 (page VI-1), Policy 3.2 and 3.3 (page VI-3), and Policy 4.6 (page VI-3)</p> <p>General Plan Land Use & Community Development Element and Housing Element available at: https://huntingtonparkgpupdates.com/</p>	1	1	2	3

Category Number	Concise Written Description of Prohousing Policy	Enacted or Proposed	Documentation Type(e.g., resolution, zoning code)	Insert Web Links to Documents or Indicate that Electronic Copies are Attached as Appendix 5	Points	Enhancement Category Number	Enhancement Points	Total Points
	Housing Element policies listed in documentation.							
1L	<p>The Downtown Specific Plan (DTSP) is a key element of the City's plan to accelerate housing production, where the most intense development will occur. To ensure that sites in the Housing Element Sites Inventory in the DTSP develop at densities anticipated in the inventory, the City established minimum densities of at least 20 units per acre. This change is expected to facilitate up to 910 units. (Housing Element Action 10-6, Minimum Density)</p> <p>Category 1L demonstrates alignment with Enhancement Factor 1 because the action is part of the Housing Element's comprehensive plan to further efficient land use policy. The downtown area is further enhanced by transit and land use efficiency, allowing more residential uses to be closer to work, transit, and essential services, and furthering Land Use Element and Housing Element policies listed in documentation.</p>	P	Specific Plan Amendment	<p>General Plan Housing Element Action 10-6, Minimum Density (page VI-19)</p> <p>Enhancement Category 1 Documentation: General Plan Land Use & Community Development Element Policy 1.4 (page 7); Housing Element Policy 1.6 (page VI-1), Policy 3.2 and 3.3 (page VI-3), and Policy 4.6 (page VI-3)</p> <p>General Plan Land Use & Community Development Element and Housing Element available at: https://huntingtonparkgpcupdates.com/</p>	1	1	2	3
2A	<p>The Development Permit process (Article 10 of the City's Zoning Code) establishes an administrative/ ministerial approval process for all residential development.</p> <p>Category 2A demonstrates alignment with Enhancement Factor 1 because this policy is a part of a larger comprehensive strategy to streamline and accelerate housing production and make housing affordable to lower-income households.</p>	E	Zoning Code	<p>Municipal Code, Title 9 Zoning, Article 10, Development Permits</p> <p>Enhancement Category 1 Documentation: General Plan Housing Element, Goal 1 (page VI-1), Goal 3, Goal 4 (page VI-3)</p> <p>General Plan Housing Element available at: https://huntingtonparkgpcupdates.com/</p>	3	1	2	5
2C	The City established a Transit-Oriented Development (TOD) Overlay District that allows multifamily housing to be approved administratively, subject only to objective standards. Many sites in the City's Housing Element site inventory are in the TOD Overlay District. The TOD Overlay	E	Zoning Code	<p>Municipal Code Title 9 Zoning, Section 9-4.502.8</p> <p>Transit oriented development overlay zone</p> <p>Enhancement Category 1 Documentation: General Plan Land Use & Community Development Element Policy 1.4 (page 7); Housing Element Policy 1.6 (page VI-1),</p>	2	1	2	4

Category Number	Concise Written Description of Prohousing Policy	Enacted or Proposed	Documentation Type (e.g., resolution, zoning code)	Insert Web Links to Documents or Indicate that Electronic Copies are Attached as Appendix 5	Points	Enhancement Category Number	Enhancement Points	Total Points
	<p>District may be applied citywide to any underlying zone district within a Transit Priority Area to facilitate development of mixed uses. (Housing Element Action 10-5. Transit-Oriented Development Overlay District)</p> <p>Category 2C demonstrates alignment with Enhancement Factor 1 because the action is part of the Housing Element's comprehensive plan to further efficient land use policy, allowing for densification in mixed-use areas throughout the city and more residential uses to be closer to work, transit, and essential services, furthering Land Use Element and Housing Element policies listed in documentation.</p>			<p>Policy 3.2 and 3.3 (page VI-3), and Policy 4.6 (page VI-3)</p> <p>General Plan Land Use & Community Development Element and Housing Element available at: https://huntingtonparkqpupdates.com/</p>				
2E	<p>The City amended Article 10 of the City's Zoning Code to eliminate public hearings for projects consistent with zoning and the general plan. (Housing Element Action 7-2, Address Constraints; Section 9-2.1007)</p> <p>Category 2E demonstrates alignment with Enhancement Factor 1 because this policy is a part of a larger comprehensive strategy to reduce government constraints to streamline and accelerate housing production and make housing affordable to lower-income households.</p>	E	Zoning Code	<p>Municipal Code, Title 9 Zoning, Article 10. Development Permits</p> <p>Enhancement Category 1 Documentation: General Plan Housing Element, Goal 1 (page VI-1), Goal 3, Goal 4 (page VI-3)</p> <p>General Plan Housing Element available at: https://huntingtonparkqpupdates.com/</p>	2	1	2	4
2F	<p>The City will establish an administrative approvals process for and allow priority processing of housing projects affordable to lower- and moderate-income households. (Housing Element Action 7-2. Address Constraints)</p> <p>Category 2F demonstrates alignment with Enhancement Factor 1 because this policy is a part of a larger comprehensive strategy to reduce government constraints to streamline and accelerate housing production</p>	P	Program Documentation	<p>General Plan Housing Element (attached as Appendix 5), Action 7-2 Address Constraints (page VI-13)</p> <p>Enhancement Category 1 Documentation: General Plan Housing Element, Goal 1 (page VI-1), Goal 3, Goal 4 (page VI-3)</p> <p>General Plan Housing Element available at: https://huntingtonparkqpupdates.com/</p>	1	1	2	3

Category Number	Concise Written Description of Prohousing Policy	Enacted or Proposed	Documentation Type (e.g., resolution, zoning code)	Insert Web Links to Documents or Indicate that Electronic Copies are Attached as Appendix 5	Points	Enhancement Category Number	Enhancement Points	Total Points
	and make housing affordable to lower-income households.							
2H	<p>The City will develop citywide objective design standards to replace the City's current design standards that are subjective and not uniform. The City anticipates that all mixed-use and multifamily development would be subject to new objective standards, as well as those projects subject to streamlining provisions in state law. (Housing Element Action 8-3, Objective Design Standards)</p> <p>Category 2H demonstrates alignment with Enhancement Factor 1 because this policy is a part of a larger comprehensive strategy to reduce government constraints to streamline and accelerate housing production and make housing affordable to lower-income households.</p>	P	Zoning Code	<p>General Plan Housing Element (attached as Appendix 5), Action 8-3 Objective Design Standards (page VI-15)</p> <p>Enhancement Category 1 Documentation: General Plan Housing Element, Goal 1 (page VI-1), Goal 3, Goal 4 (page VI-3)</p> <p>General Plan Housing Element available at: https://huntingtonparkqpuDdates.com/</p>	1	1	2	3
2K	<p>The City will design a standardized application form for all residential project types.</p> <p>Category 2K demonstrates alignment with Enhancement Category 1 because this policy is a part of a larger comprehensive strategy to reduce government constraints to streamline and accelerate housing production and make housing affordable to lower-income households.</p>	P	Application Form	<p>Documentation for base category and Enhancement Category 1 Documentation: General Plan Housing Element, Goal 1 (page VI-1), Goal 3, Goal 4 (page VI-3)</p> <p>General Plan Housing Element available at: https://huntingtonparkqpupdates.com/</p>	1	1	2	3
2N	The City will develop zoning standards and/or an Adaptive Reuse Ordinance to provide incentives (including flexible development standards, reduced parking, standards, and reduced application review timeframes) for transitioning structures and parcels originally developed for non-residential purposes to residential uses with the objective of facilitating development of 2,668 units. (Action 10-7. Reuse of Sites with Existing Uses)	P	Zoning Code	<p>General Plan Housing Element Action 10-7, Reuse of Sites with Existing Uses (page VI-19)</p> <p>Enhancement Category 1 Documentation: General Plan Land Use & Community Development Element Policy 1.1 (page 7); Housing Element Policy 1.6 (page VI-1), Policy 3.2 and 3.3 (page VI-3), and Policy 4.6 (page VI-3)</p> <p>General Plan Land Use & Community Development Element and Housing Element</p>	1	2	1	2

Category Number	Concise Written Description of Prohousing Policy	Enacted or Proposed	Documentation Type(e.g., resolution, zoning code)	Insert Web Links to Documents or Indicate that Electronic Copies are Attached as Appendix 5	Points	Enhancement Category Number	Enhancement Points	Total Points
	<p>Category 2N demonstrates alignment with Enhancement Category 2 because the proposed adaptive reuse ordinance meets part (a) of Government Code Section 65041.1, which demonstrates that state planning priorities are "To promote infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and to preserving cultural and historic resources."</p> <p>Flexible adaptive reuse regulations would enable infill development in transit-rich areas, lower the cost of development, and therefore create affordable housing opportunities for people who weren't previously able to access parts of the city with access to high-quality transit.</p>			<p>available at: https://huntingtonparkqpupdates.com/</p>				
3F	<p>The City will adopt a Universal Design Ordinance incorporating HCD's Universal Design Model Ordinance created pursuant to Health and Safety Code section 17959, which would include elements such as accessible paths of travel to dwelling, lower switches, at least one bathroom located on the primary level, and grab bars or grab bar backing.</p> <p>Category 3F demonstrates alignment with Enhancement Category 8 because creation of a Universal Design Ordinance further Affirmatively Furthering Fair Housing objectives by making new development more accessible and usable by all people, regardless of ability.</p>	P	Zoning Code	<p>HCD Universal Design Model Ordinance: https://www.hcd.ca.gov/building-standards/state-housing-law-program/universal-design-model-ordinance</p> <p>Enhancement Category 8 Documentation: General Plan Housing Element Policy 1.4 (page VI-1)</p> <p>General Plan Housing Element available at: https://huntingtonparkqpupdates.com/</p>	1	8	1	2

Category Number	Concise Written Description of Prohousing Policy	Enacted or Proposed	Documentation Type (e.g., resolution, zoning code)	Insert Web Links to Documents or Indicate that Electronic Copies are Attached as Appendix 5	Points	Enhancement Category Number	Enhancement Points	Total Points
3I	<p>To facilitate the consolidation of small parcels smaller than one-half acre into larger development sites, the City will offer incentives including identification of opportunities, expedited processing, and fee deferrals. This will help reduce costs of consolidating small parcels, sometimes needed to build housing. (Housing Element Action 10-1. Lot Consolidation)</p> <p>Category 3I demonstrates alignment with Enhancement Factor 1 because this policy is a part of a larger comprehensive strategy to further efficient land use policy, which will increase the City's capacity for density and development intensity.</p>	P	Zoning Code and Program Documentation	<p>General Plan Housing Element Action 10-1, Lot Consolidation (page VI-16)</p> <p>Enhancement Category 1 Documentation: General Plan Housing Element, Goal 4 (page VI-3)</p> <p>General Plan Housing Element available at: https://huntingtonparkgpubdates.com/</p>	1	1	2	3
4B	<p>The City will join and contribute funds toward the Gateway Cities COG regional housing trust fund. The City commits to contributing the initiation fee and annual contributions from funding sources such as the City's General Fund, or Permanent Local Housing Allocation, Local Housing Trust Fund Program, Building Homes and Jobs Act (SB 2), Affordable Housing and Sustainable Communities Program, or HOME Investment Partnership funds. (Housing Element Action 11-3. Regional Affordable Housing Program Coordination)</p> <p>Category 4B demonstrates alignment with Enhancement Factor 1 because this policy is a part of a larger comprehensive strategy to preserve housing affordable to lower-income households.</p>	P	Program Documentation	<p>General Plan Housing Element Action 11-3, Regional Affordable Housing Program Coordination (page VI-19)</p> <p>Enhancement Category 1 Documentation: General Plan Housing Element, Goal 2 (page VI-2)</p> <p>General Plan Housing Element available at: https://huntingtonparkgpubdates.com/</p>	2	2	2	4
4C	The City will apply for additional funding to preserve the existing stock of affordable and market-rate rental housing, including providing loans, grants, and/or rebates to owners of rental properties to make needed repairs and rehabilitation. The City	P	Program Documentation	<p>General Plan Housing Element Action 5-4, Rental Housing Rehabilitation (page VI-10)</p> <p>Enhancement Category 1 Documentation: General Plan Housing Element, Goal 4 (page VI-3)</p>	2	1	2	4

Category Number	Concise Written Description of Prohousing Policy	Enacted or Proposed	Documentation Type(e.g., resolution, zoning code)	Insert Web Links to Documents or Indicate that Electronic Copies are Attached as Appendix 5	Points	Enhancement Category Number	Enhancement Points	Total Points
	<p>will partner with nonprofit housing developers to acquire and rehabilitate rental housing that is substandard, deteriorating, or in danger of being demolished. As an entitlement jurisdiction, the City has used HOME funds to acquire affordable housing for homeownership (the Amada Homes project). (Housing Element Action 5-4. Rental Housing Rehabilitation)</p> <p>Category 4C demonstrates alignment with Enhancement Factor 1 because this action is a part of a larger comprehensive strategy to preserve housing affordable to lower-income households and provide rehabilitation to existing residential buildings.</p>			General Plan Housing Element available at: https://huntingtonparkgpupdates.com/				
4E	<p>Consistent with the Surplus Land Act, the City will work with community partners, affordable housing developers, and business owners in the Downtown Specific Plan area to create a strategy for the development of City-owned parking lot sites in the Downtown Specific Plan area. Loss of parking on City-owned sites will be mitigated through strategies developed through implementation of Program 7, Zoning Code Updates. The total capacity on these sites is 248 units. The City will require affordable housing consistent with the Surplus Land Act. (Housing Element Action 10-4, Promotion of City-Owned Sites)</p> <p>Category 4E demonstrates alignment with Enhancement Category 1 because it is consistent with goals in the City's General Plan to improve land efficiency and produce more affordable housing, especially near transit and in the Downtown Specific Plan Area</p>	P	Program Documentation	<p>General Plan Housing Element Action 10-4, Promotion of City-Owned Sites (page VI-17)</p> <p>Enhancement Category 1 Documentation: General Plan Land Use & Community Development Element Policy 1.4 (page 7); Housing Element Policy 1.6 (page VI-1) and Goal 4 (page VI-3)</p> <p>General Plan Land Use Element and Housing Element available at: https://huntingtonparkgpupdates.com/</p>	2	1	2	4
4K	The City will allocate funding and/or seek new funding for the development and operation of	P	Program Documentation	General Plan Housing Element Action 13-2, Homeless Services and Housing (page VI-21)	1	1	2	3

Category Number	Concise Written Description of Prohousing Policy	Enacted or Proposed	Documentation Type(e.g., resolution, zoning code)	Insert Web Links to Documents or Indicate that Electronic Copies are Attached as Appendix 5	Points	Enhancement Category Number	Enhancement Points	Total Points
	<p>emergency shelters, transitional housing, and permanent supportive housing, and emergency housing assistance. Potential new funding sources include Project Homekey, and the Continuum of Care program. (Housing Element Action 13-2, Homeless Services and Housing)</p> <p>Category 4K demonstrates alignment with Enhancement Category 1 because the action is a part of a larger comprehensive strategy to make housing affordable to lower-income households, and special needs populations such as those experiencing homelessness.</p>			<p>Enhancement Category 1 Documentation: General Plan Housing Element Chapter II, Housing Needs Assessment (page II-20 and page 11-91); Goal 5 (page VI-4)</p> <p>General Plan Housing Element available at: https://huntingtonparkqpupdates.com/</p>				
4L	<p>The City will update the Density Bonus Ordinance to provide greater incentives for projects that include units affordable to extremely low-income households. The City commits to explore funding programs and changes to funding policies that prioritize projects that include units for extremely low-income households. (Housing Element Action 13-3, Special Needs Housing)</p> <p>Category 4K demonstrates alignment with Enhancement Category 1 because the action is a part of a larger comprehensive strategy to make housing affordable to lower-income households, and special needs populations such as extremely low-income households.</p>	P	Zoning Code	<p>General Plan Housing Element Action 13-3, Special Needs Housing (page VI-22)</p> <p>Enhancement Category 1 Documentation: General Plan Housing Element Chapter II, Housing Needs Assessment (page li-24); Goal 1 (page VI-1) and Goal 5 (page VI-4)</p> <p>General Plan Housing Element available at: https://huntingtonparkqpupdates.com/</p>	1	1	2	3
4M	<p>The City operates several rehabilitation programs including the HOME-funded Home Repair Program and the CalHome-funded Owner-Occupied Rehabilitation Program which offer grants and loans to lower-income homeowners. These programs aim to provide funds to owner-occupied single-family units for rehabilitation and home repairs. (Housing Element Action 4-1, Rehabilitation Grants and Loans)</p>	P	Program Documentation	<p>General Plan Housing Element Action 4-1, Rehabilitation Grants and Loans (page VI-9)</p> <p>Enhancement Category 1 Documentation: General Plan Housing Element, Goal 4 (page VI-3)</p> <p>General Plan Housing Element available at: https://huntingtonparkqpupdates.com/</p>	1	1	2	3

Category Number	Concise Written Description of Prohousing Policy	Enacted or Proposed	Documentation Type(e.g., resolution, zoning code)	Insert Web Links to Documents or Indicate that Electronic Copies are Attached as Appendix 5	Points	Enhancement Category Number	Enhancement Points	Total Points
	Category 4K demonstrates alignment with Enhancement Category 1 because the action is a part of a larger comprehensive strategy to preserve housing affordable to lower-income households.							
Totals					29		36	65

Appendix 4: Examples of Prohousing Policies with Enhancement Factors

If a Prohousing Policy incorporates any of the enhancement factors specified in the Project Proposal Enhancement Factors chart, it will receive extra points as indicated therein. Examples of such qualifying Prohousing Policies include the following:

Category 1: Favorable Zoning and Land Use

- Rezoning sufficient sites to accommodate 150 percent or greater of the Regional Housing Needs Allocation by total or income category, including sites in Location Efficient Communities.
- Rezoning sufficient sites to accommodate 150 percent or greater of the Regional Housing Needs Allocation by total or income category, including sites in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Rezoning to accommodate 125 to 149 percent of the Regional Housing Needs Allocation in downtown commercial corridors or other infill locations.
- Expanding density bonus programs to exceed statutory requirements by 10 percent or more in Location Efficient Communities.
- Reducing or eliminating parking requirements for residential development as authorized by Government Code section 65852.2 in Location Efficient Communities.
- Increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit Law in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Modification of development standards and other applicable zoning provisions to promote greater development intensity in downtown commercial corridors or other infill locations.
- Coupling rezoning actions with policies that go beyond state law requirements in reducing displacement of lower-income households and conserving existing housing stock that is affordable to lower-income households.

Category 2: Acceleration of Housing Production Timeframes

- Ministerial approval processes for multifamily housing in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Streamlined, program-level CEQA analysis and certification of specific plans in Location Efficient Communities.
- Documented practice of streamlining housing development at the project level in downtown commercial corridors and other infill locations.
- Expedited permit processing for housing affordable to lower-income households in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).

Category 3: Reduction of Construction and Development Costs

- Fee waivers for affordable housing in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).

- Fee waivers or reductions for higher density housing in downtown commercial corridors or other infill locations.
- Measures that reduce costs and leverage financial resources for transportation-related infrastructure or programs in Low Resource and High Segregation & Poverty areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Adoption of universal design ordinances to increase housing choices and affordability for persons with disabilities in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Permitting innovative housing types, such as manufactured homes, recreational vehicles or park models, in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).

Category 4: Providing Financial Subsidies

- Targeting local housing trust funds to acquisition or rehabilitation of existing affordable units, or to affordable units at risk of converting to market rate uses, in Low Resource and High Segregation & Poverty areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Marketing grants and other financial products for ADUs/JADUs in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Utilizing publicly owned land for affordable housing in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Establishment of an Enhanced Infrastructure Financing District or similar local financing tool in a Low Resource or High Segregation & Poverty area (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Directing residual redevelopment funds or general funds to conservation or preservation of affordable housing in areas at high risk of displacement.

Appendix 5: Additional Information and Supporting Documentation

See web links listed in Appendix 3.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

**Prohousing Designation: Encampment Template**

[Subchapter 6.6 Prohousing Designation Program](#) requires applicants to confirm that its treatment of encampments on public property complies with and will continue to comply with the constitutional rights of persons experiencing homelessness. Please complete this form to demonstrate how the applicant has enacted best practices in their jurisdiction related to the treatment of unhoused individuals camping on public property, consistent with the [United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments" \(June 17, 2022\)](#).

City of Huntington Park

Name of Jurisdiction: _____

1. Was the Jurisdiction awarded Encampment Resolution Funding (ERF) Program funds (~~Yes~~/No)?

If so, indicate the round of funding (i.e., ERF-1, ERF-2-L, ERF-2-R, ERF-3-L, or ERF-3-R), the date the grant was awarded, and attach the approved proposal.

Round of funding: _____

Date of grant award: _____

2. What is the Jurisdiction's role in the Coordinated Entry System (lead, support, etc.)? Max. 100 characters. If applicable, attach any supporting documents.

The Jurisdiction's role in the Coordinated Entry System is supportive. (Attachment A)

3. Does the Jurisdiction receive a direct allocation of federal funds from HUD (Yes/~~No~~)? If so, indicate the type of federal funds, the award amount, and how the federal funds are being utilized to serve the homeless population. Also, attach the jurisdiction's consolidated plan. Max. 100 characters.

Type of federal funds: _____
Community Development Block Grant - Cares Act (CDBG-CV)

Award amount: _____
\$1,435,846.00

How the federal funds are being utilized:

The funds support case management, referrals, and other services for unsheltered homeless individuals in Huntington Park. (Attachment A)

Each Jurisdiction's response to homelessness is based on the unique needs of the population they serve. Based on these efforts, the [United States Interagency Council on Homelessness' 7 Principles for Addressing Encampments](#) provides best practice guidance to support communities as they develop and implement a comprehensive response to encampments. Please provide a response on how the Jurisdiction meets each of the principles noted below. Attach and reference any supporting documentation along with the page numbers accordingly.

- **Principle 1: Establish a Cross-Agency, Multi-Sector Response to Encampments (Describe how system partners work together. Attach communication and coordination plans. 350 characters max)**

Members of the Huntington Park Police Department (HPPD) Special Emergency Response Team (SERT), in collaboration with patrol officers, public works personnel, county health departments, and Inner City Visions (ICV) identify areas frequented by individuals experiencing homelessness. Their operations take a layered approach, providing social services and shelter options for those who seek them, while also addressing blight caused by encampments and removing bulky trash. (Attachment A)

- **Principle 2: Engage Encampment Residents to Develop Solutions (Describe street outreach efforts to engage with encampment residents to find alternative shelter, housing, and service options before an existing encampment is closed. 350 characters max)**

Individuals identified and pre-screened by our Street Outreach and Supportive Services Team will receive a warm handoff to one of our case managers. The case manager will assess the individual's needs and develop an Individualized Housing and Transition Plan with input from the unhoused individual or family. Case managers will also act as advocates and liaisons to ensure that the individual receives necessary services and benefits, including housing from partnering organizations.

- **Principle 3: Conduct Comprehensive and Coordinated Outreach (Describe multidisciplinary connection strategies and linkages to resources and permanent housing solutions. If applicable, describe how the jurisdiction uses the coordinated entry system to connect individuals to resources and permanent housing. 350 characters max)**

We have collaborative efforts in place with LAHSA, PATH, Hotline Youth Counseling, Jovenes Inc., The Whole Child, Salvation Army Bell Shelter, SCHARP, Whittier First, Proyecto Pastoral, DMH H.O.M.E. Team, and Union Rescue Mission to ensure that eligible participants needing housing assistance are entered into the HMIS system

- **Principle 4: Address Basic Needs and Provide Storage (Describe efforts to meet basic needs, health, safety, and access to storage for people experiencing unsheltered homelessness. 350 characters max)**

Our collaborative efforts have enabled us to provide hygiene kits, snack packs, and hot meals to unsheltered individuals. We partner with Baby2Baby to meet family needs such as diapers, wipes, formula, socks, and blankets. We also collaborate with The Salvation Army for hot meals and with Showers of Hope for individuals requesting bathing facilities. The Department of Health Services provides mobile clinic assistance for those with medical needs

- **Principle 5: Ensure Access to Shelter or Housing Options** (Include a list of shelter or housing options, such as transitional housing, permanent supportive housing, emergency shelters, etc., within the jurisdiction and/or accessible within nearby communities. Also, indicate the shelter/housing name, address, target population and funding sources applied towards the development(s).)

Shelter/Housing Name	Type of Housing	Address	Target Population	Funding Source
Angelus House	Rescue Mission	13200 Avalon Blvd. Los Angeles, CA 90061	Families	
Victory Outreach	Recovery Homes	Multiple Locations	Male/Female	
Weingart Center	Shelter	566 S. San Pedro, Los Angeles CA 90013	Male/Female	
Downtown Women Center	Shelter	422 S. San Pedro, Los Angeles, CA 90013	Female	
The Bell Shelter - Salvation Army	Temp/Perm Housing	5400 Rickenbacker Rd. Bell CA 90201	Male/Female	

- **Principle 6: Develop Pathways to Permanent Housing and Supports** (Describe Housing First strategies emphasizing low barriers, a harm-reduction model, and services to support people obtaining permanent housing more efficiently. Identify efforts to align federal, state, and local funding/programs to provide clear pathways to permanent housing. 350 characters max)

We have partnered with agencies such as The Whole Child, LAHSA - Problem Solving, DPSS, and BAKS Investments to support participants with financial rental assistance. This includes helping Section 8 voucher holders with permanent housing, first month's rent, and security deposits. (Attachment A) This innovated use of outlined resources can be seen through one of our success stories. (Attachment B)

- **Principle 7: Create a Plan for What Will Happen to Encampment Sites After Closure** (Describe plans for former encampment spaces. Include efforts to emphasize safety, accessibility, and inclusivity that improve infrastructure. Example: Communities can include curb cuts to increase mobility access and enhanced lighting to encourage safety. 350 characters max)

The plan after an encampment site closure is to monitor the locations and offer resources through the Huntington Park Special Emergency Response Team (SERT) and Inner City Visions (ICV) for individuals who return to the site. The Public Works team removes trash and debris and continues monitoring the site to discourage the creation of new encampments. The Code Enforcement team contacts property owners to ensure they are also monitoring and reporting any re-establishment of encampments

Attachment "A"

Homeless Encampment Procedures			
Category	Action	Responsible Party	Reference
1. Reporting/Investigation	Cross-agency and Multi-Sector Referrals: Referrals are made by direct contact through ICV, quarterly data reporting and every other monthly meeting with nonprofit providers including homeless services and City staff.	ICV actively conducts informational intake per individual encountered seeking assistance. The purpose for this information gathering is to further indicate how best to assist our clients. Be it with housing assistance, ID recovery or documentation recovery, rehabilitation placement, Domestic violence center connections, and local food banks and showers.	
2. Services	2a. BI Weekly Case Management meetings: participate in monthly case management meetings to discuss outreach locations and individual households	ICV participates in monthly LAC 1 Multi-Agency Case Management meetings. Also, ICV provides quarterly updates to the City Council and community Development Director. ICV also joins the SERT team monthly to help with the development of encampment activities.	
	2b. Proactive outreach and engagement (Harm Reduction Model): Deliver Harm Reduction Outreach services primarily in the field where the clients are located as well as maintain "drop-in hours" for basic supplies for clients notable to be reached in the field that week	The harm reduction model is implemented through LAHSA and PATH, which have qualified medical teams that distribute essential supplies. ICV conducts the initial outreach to identify clients' needs, and then contacts the appropriate agency to ensure a warm handoff, so the individual receives the	
	2c. Linkages: help link homeless individuals and families with clinical care management, housing resource centers, housing navigation services, public benefits, health care, legal resources, and provide transportation assistance	ICV is an organization dedicated to bridging gaps that prevent clients from receiving necessary care, often starting with the acquisition of essential identification. Additionally, ICV acts as a connector between multiple organizations to ensure comprehensive support for clients	ICV serves as an active linkage, connecting individuals to medical and dental clinics that are friendly to those experiencing homelessness, both directly and indirectly. ICV provides DMV vouchers and transportation to facilitate access to these services and help individuals obtain the necessary documents. Additionally, ICV maintains direct contact with the Mexican, Ecuadorian, and Salvadoran consulates to assist clients in receiving identification and linking them to relevant services. Furthermore, ICV has an immigration lawyer who specializes in helping clients retrieve their identification documentation.
	2d. Case Management: Assess client needs, make relevant referrals, provide support in navigating various systems, connect clients with various resources, and advocate for addressing client needs.	ICV	
	2e. Housing Preparation Work: Assess clients to address housing histories and barriers - positive references, credit history, rental history and prior convictions, criminal history, registered sex offender status, outstanding debts, and outstanding warrants. Use housing history to inform preparation work, complete early to avoid surprises. Administer the Coordinated Entry Crisis Assessment and/or Housing Assessment for eligible consumers not able to be housed/rehoused through Housing Problem Solving and provide information to consumers regarding their status within Coordinated Entry.	ICV	
	2f. County Coordinated Entry Assessment Building Futures works with the County Coordinated Entry System to match individuals to shelter and housing.	ICV	
3. Prioritization	3a. Prioritize and recommend cleanup and enforcement activities based on number of violations observed, including: a. Hazardous Materials: Removal of Fire Hazards and Hazardous Materials from encampments on City Property by Public Works. b. Hazardous Conditions: Abatement of Hazardous Conditions existing in encampments on City Property. c. Hazardous Locations: Removal of encampments whose location threatens Critical City Infrastructure or impedes access to Critical City Property.	The removal of hazardous material, hazardous conditions, and homeless encampments on City property is prioritized as a joint operation by the Police Department Commander, the Special Emergency Response Team (SERT) and the Public Work Department (PW).	A formal email request is sent from the PD Commander to the PW team. Any hazardous material is removed and stored in the PW yard. A formal email request is sent from PW to the hazardous material removal company(s) IDR Environmental Services and/or Industrial Waste Utilization. Los Angeles County is notified of all hazardous material items removed from City property.
	3b. Interdepartmental consensus to clean or enforce encampment	The PD requests PW assistance one week in advance. The PW removes the hazardous waste into the hazardous waste bin and stores at the PW yard. The hazmat removal company removes the hazmat bin from the PW yard.	A formal email request is sent from the PD Commander to the PW team. Any hazardous material is removed and stored in the PW yard. A formal email request is sent from PW to the hazardous material removal company.
4. Notice	4a. Provide advanced verbal notice to encampment residents: City Staff provides Encampments and individuals with advanced verbal notice regarding planned enforcement activity, including removal of and storage of materials	SERT	
	4b. Provide advanced notice to nonprofit outreach teams to plan for continuity of care	SERT	Call to Inner City Visions and GMOT.
	4c. Post minimum 72 hour notice: Except when immediate action is required to protect public safety, City Staff provides Encampments and individuals with written information regarding enforcement and any planned enforcement activity, including removal of and storage of materials. Special Emergency Response Team (SERT) posts a written notice at a location that is designed to be visible by people who are using the Encampments a minimum of 72 hours in advance of cleanup activities. City staff also attempts to provide verbal notice to people who are using the Encampments prior to removal or abatement.	The notification is made 72 hours in advance.	

5. Clean	5a. Abatement of Hazardous Conditions: City staff or designated contractors remove or abates hazardous conditions from Encampments on City Property.	PW notifies hazmat removal company.	
	5b. Maintaining Access: Encampments or Personal Belongings which block or impede use or passage on any Critical City Property (public street, sidewalk or publicly designated walking path or trail, or which impede free access as required by the Americans with Disability Act) shall be removed promptly.	The SERT and PW team remove the personal belongings which block or impede use on critical City property promptly.	
	5c. Storage of Personal Belongings: Encampment residents' personal belongings are stored at the City's Public Works Corporation Yard for a minimum of 14 days. On a case by case basis the City may store property for longer periods of time as part of encampment closures. City staff work with encampment residents to collect property for storage.		
	5d. Notice of Collected Property posted: A Notice of Collected Property is posted when property is collected and stored.		
6. Connect	6a. Short-Term Resources: Connect encampment residents to available short-term resources, such as one-time hotel vouchers	ICV provides vouchers through multiple agencies when available	LAHSA, PATH, The Whole Child
	6b. Mid- and Long-Term Resources: Connect encampment residents to available mid and long-term resources, including temporary shelter and long-term housing	ICV as a linkage to available temporary housing within our network of housing partners	
	6c. Transportation Assistance: Provide transportation assistance to services	ICV provides transportation for individuals in need. ICV is also a linkage to Carecen, helpline youth counselor; PATH and	
7. Enforcement	Enforcement of non-abiding Individuals: As a final resort, City Police Department will enforce to the extent feasible by law	SERT	
8. Deter & Secure	8a. Erect/reinstall fencing, conduct vegetation management	PW	
	8b. Ongoing site visits to assess re-encampment	SERT and PD patrol officers.	

Attachment “B”

Success Story: A Path to Redemption

During a HOST night—a collaborative outreach effort between the HPPD SERMENT Team and Inner City Visions (ICV)—we encountered a man known only as Resident X. Mr. X was struggling with a severe addiction to methamphetamine and had a troubled history with a local gang.

After several visits from the Helpline Youth Counseling (HYC) team, Mr. X made the pivotal decision to enter a rehabilitation facility. Initially hesitant, he eventually agreed to stay for detox and extended his commitment to a 30-day program. However, he exceeded expectations, remaining in rehab for three months.

As Mr. X neared the end of his stay, he reached out to ICV for support in his transition back into society. We facilitated a referral to the Salvation Army Bell Shelter, where he was admitted and began a new chapter in his life.

Over the course of a year at the shelter, Mr. X achieved remarkable milestones. He completed his GED through our referral to the 5 Keys continued education program and crafted his first work resume with the help of ICV staff. Motivated and determined, he began applying for jobs, and his hard work paid off when he was hired by the City of Huntington Park’s maintenance department. In his own words, he said, “I clean up all the graffiti I used to create,” reflecting on the profound change in his life.

With newfound stability, Mr. X moved out of the shelter and into his very first apartment. Inspired by his journey, he expressed a strong desire to give back to the community that helped him. He approached ICV with a wish to volunteer and reach out to those still facing the struggles he once did.

Mr. X’s story is a testament to the power of resilience and the importance of community support in the journey of recovery.

ATTACHMENT "D"

Prohousing Incentive Program (PIP)

2024 Application for Local Governments



**State of California
Governor, Gavin Newsom**

**Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency**

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

**Megan Kirkeby, Deputy Director
Division of Housing Policy Development**

Final Filing Date: December 31, 2024
651 Bannan Street, Suite 400 Sacramento, CA 95811

Website: <https://www.hcd.ca.gov/grants-and-funding/programs-active/prohousing-incentive-program>

Email: ProhousingIncentive@hcd.ca.gov

Prohousing Incentive Program (PIP) Application Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized under the provisions pursuant to Health and Safety Code Section 50470(2)(C)(i). PIP is designed to encourage cities and counties to achieve Prohousing Designation. Please refer to the PIP Guidelines and August 2024 Notice of Funding Availability (NOFA) for detailed information on eligible uses and awards. If you have questions regarding this application or the PIP Program, email ProhousingIncentive@hcd.ca.gov.

If approved for funding, the PIP application is incorporated as part of your Standard Agreement with the Department. To be considered for funding, all sections of this application, including attachments if required, must be complete and accurate.

Threshold Requirements

In order to be considered for funding, all applicants must submit a complete, signed application to ProhousingIncentive@hcd.ca.gov by December 31, 2024. Pursuant to Section 202 of the PIP Guidelines, all applicants must meet the following threshold requirements to be eligible for funding:

An adopted housing element in substantial compliance, as determined by the Department, pursuant to Housing Element Law (Article 10.6 of Gov. Code) in accordance with Government Code section 65585, subdivision (h).

Housing Element Annual Progress Report submittal pursuant to Government Code Section 65400 for the current or prior year, as applicable.

Prohousing Designation: An awarded or completed Prohousing Designation Application with an authorizing resolution must be submitted prior to or in conjunction with the Applicant's PIP Application. PIP Awards cannot be made until a Prohousing Designation is awarded.

A complete application as determined by the Department.

An authorizing resolution authorizing submittal of the application to the Program that materially comports with the Program's requirements and is legally sufficient as determined in the Department's reasonable discretion, including an authorized representative. See Attachment B of the PIP Guidelines for required resolution format.

Compliance with state and federal housing laws as determined by the sole discretion of HCD.

Demonstration of meeting threshold criteria shall be determined by the Department in its sole and absolute discretion. No documentation of meeting threshold requirements is required in the application unless requested by the Department.

Applicant Information

Applicant	City of Huntington Park		
Applicant Agency Type	City		
Mailing Address	6550 Miles Avenue		
City	Huntington Park	Zip Code	90255
County	Los Angeles		
Website	https://www.hpca.gov/11/Community		
TIN			
Authorized Representative Name	Ricardo Reyes		
Authorized Representative Title	City Manager		
Phone	(323) 582-6222	Fax	323-588-4577
Email	rreyes@hpca.gov		
Contact Person Name	Steve Forster		
Contact Person Title	Community Development Director		
Phone	(323) 584-6392	Fax	323-588-4577
Email	sforster@hpca.gov		

As the official designated by the governing body (authorized representative above and in resolution), I hereby certify that, if approved by HCD for funding through PIP, the applicant assumes the responsibilities specified in the NOFA and certifies that the information, statements, and other contents contained in this application are true and correct.

Signature		Date	
Name		Title	

Award Amount

Click the dropdown menu to choose a jurisdiction. The geographic category and base award will auto-populate. If the jurisdiction has obtained Prohousing Designation at the time of PIP application submittal, enter in the Prohousing Designation applicant score. Population projections are based on the Department of Finance E-1 January 1, 2024 estimates.
<https://dof.ca.gov/Forecasting/Demographics/estimates-e1/>

Jurisdiction Name	Huntington Park	Eligible Base Award	\$ 500,000
Geographic Category	Southern California	Bonus Award Amount:	\$ 500,000
Prohousing Designation Application Score	66	Total Award	\$ 1,000,000

Eligible Uses	
Eligible Applicants must use award funds towards any planning or implementation activities related to housing and community development including, but not limited to, any eligible uses pursuant to Health and Safety Code section 50470(6)(2X), as described below. Please indicate which of the following the applicant will use award funds toward:	
<input type="checkbox"/>	(i) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low, very low, low-, and moderate-income households, including necessary operating subsidies.
<input type="checkbox"/>	(ii) Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of area median income, or 150 percent of area median income in high-cost areas.
<input type="checkbox"/>	(iii) Matching portions of funds placed into local or regional housing trust funds.
<input type="checkbox"/>	(iv) Matching portions of funds available through the Low and Moderate Income Housing Asset Fund pursuant to subdivision (d) of Section 34176 of the Health and Safety Code.
<input type="checkbox"/>	(v) Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments funded through the Veterans Housing and Homelessness Prevention Bond Act of 2014.
<input type="checkbox"/>	(vi) Assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
<input type="checkbox"/>	(vi) Accessibility modifications.
<input type="checkbox"/>	(vii) Efforts to acquire and rehabilitate foreclosed or vacant homes.
<input type="checkbox"/>	(ix) Homeownership opportunities, including, but not limited to, downpayment assistance.
<input type="checkbox"/>	(x) Fiscal incentives or matching funds to local agencies that approve new housing for extremely low, very low, low-, and moderate-income households.

[illegible]

ITEM 2



CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report

November 4, 2024

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 THE RENT STABILIZATION ORDINANCE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing to review and discuss the proposed Rent Stabilization Ordinance.
2. Take public testimony regarding the ordinance.
3. Waive first reading and introduce Ordinance establishing rent stabilization measures for the City of Huntington Park.
4. Schedule the second reading and adoption of the ordinance for the November 18, 2024, meeting.

BACKGROUND

Rent stabilization and tenant protection ordinances have existed at the local level in some California cities since the 1970's. Prior to existing law, local governments were able to enact such ordinances with few constraints specifically imposed by state law. In 1995, however, the Costa-Hawkins Rental Housing Act (1995) (the "Costa-Hawkins Act") introduced three significant limitations. First, it exempted certain types of rental units from local rental stabilization (most notably single-family homes and condominiums). Second, it exempted units built after the February 1, 1995, effective date of the Costa-Hawkins Act. Third, it prohibited "vacancy control"—referring to regulations aimed at curbing the amount a landlord may charge for a new lease of a vacant unit. Under the Costa-Hawkins Act, a landlord is not restricted in the amount of rent charged in a new lease.

On January 1, 2020, rent stabilization and tenant eviction protections became state law and took effect with the enactment of the Tenant Protections Act. The Tenant Protection Act includes significant provisions, including but not limited to the following:

- Application to units that are more than 15 years old;

RENT STABILIZATION ORDINANCE

November 4, 2024

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- Application to single-family homes and condominiums if those units are owned by a real estate trust or corporation;
- Establishes a ceiling or cap on rent increases in a 12-month period of 5% plus inflation –a local Consumer Price Index (“CPI”) not to exceed 10%;
- It codifies definitions of “at-fault” and “no-fault” evictions and establishes that when a tenant is evicted under a “no fault” cause, the tenant shall receive compensation equivalent to one (1) month’s rent;
- Establishes that the Tenant Protection Act sunsets on January 1, 2030; and
- Requires no local enforcement, and disputes are left to be resolved among the parties through the legal system.

Through the community engagement process, many local residents, particularly those in low-income households have expressed their struggles with paying for the rising costs of housing and meeting other basic needs such as food, transportation, and health care. The effect of high rents coupled with low incomes, critical shortages of affordable housing, and the rapidly rise of costs for other basic necessities leaves residents vulnerable to economic hardship, housing insecurity and displacement, threatening the public safety, and welfare of the City’s residents. The proposed Rent Stabilization Ordinance is intended to provide stability with respect to rent increases and housing by establishing additional tenant protections exceeding those set forth in state law.

Cities in California can no longer adopt full rent control, which would regulate the amount of initial rent, due to the Costa-Hawkins Act. Instead, cities which choose to act, must focus on rent stabilization which protects tenants during the tenancies by limiting how much the rent by be increased each year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the August 20, 2024, City Council meeting, a motion was made and passed unanimously directing staff to conduct internal research using all available methods to provide a report and feasibility study for a rent stabilization plan within 60 days. In response, the proposed Rent Stabilization Ordinance aims to address housing affordability and promote tenant stability while ensuring landlords receive a fair return on their investments.

The proposed Rent Stabilization Ordinance includes provisions for:

- Exceptions for those properties protected under state and/or federal law, including units, spaces and residents covered under mobile home state laws.
- Rent caps set at 3% per year or CPI, whichever is lower, with one increase allowed every 12 months.
- Capital improvement pass-throughs, allowing landlords to recover 50% of approved improvement costs over a minimum of five years.
- Just-cause or “at-fault” eviction protections, requiring landlords to provide a valid reason, notice, and an opportunity to tenants to cure alleged violations.
- Allows for “no-fault” evictions with buyout offers/options protecting tenants by providing them with proper notice, ability to reject offers and offers two months’ rent as relocation assistance.

RENT STABILIZATION ORDINANCE

November 4, 2024

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- Security deposit limits in accordance with Section 1950.5 of the Civil Code.
- Mandatory annual registration of rental units to ensure compliance and accurate data collection.
- Enforcement mechanisms, including the ability of the City to issue administrative citations, civil and criminal penalties of up to \$1,000 per violation.
- Establishment of an appeal and hearing process for final decisions made by the City, including the process of designating of an impartial hearing officer.
- Ability for Landlords and Tenants to seek administrative and judicial review for any alleged violation of the Chapter.

This measure has been developed following feedback from neighboring cities like Bell Gardens, Cudahy, Maywood, Santa Ana, and Santa Monica, and aligns with the City Council's goals of promoting housing security and community stability. On October 25, 2024, the City of Huntington Park published a notice in the local newspaper regarding the public hearing scheduled for November 4, 2024. The publication date was at least 10 days prior to the hearing, fulfilling the city's noticing requirements as mandated by municipal code and applicable state law. Additionally, the City's Department of Communications and Community Relations supplemented the public outreach by utilizing the city's social media platforms and public email communications to ensure broader community awareness.

LEGAL REQUIREMENT

The proposed ordinance complies with current state laws, including the Costa-Hawkins Rental Housing Act and the Ellis Act. The proposed ordinances have been reviewed by the City Attorney's Office to ensure legal compliance.

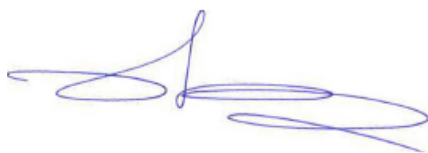
FISCAL IMPACT/FINANCING

Funding for the implementation and administration of the rent stabilization program will be refined through a comprehensive fee study. The program will be self-sustained by revenues generated from the landlord registry fee, ensuring that operational costs are covered without additional financial burden on the city's general fund.

CONCLUSION

Upon City Council approval, staff will proceed with the recommended actions, including implementing the ordinance, conducting outreach, and ensuring compliance.

Respectfully submitted,



RICARDO REYES
City Manager

RENT STABILIZATION ORDINANCE

November 4, 2024

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ATTACHMENT(S)

- A. Ordinance establishing rent stabilization measures for the City of Huntington Park.
- B. Revenue and Cost Specialists Rent Stabilization Program Cost Feasibility Study
- C. City of Huntington Park Property Tax Data
- D. City of Huntington Park Property Tax Data Category

1
2 **ATTACHMENT "A"**

3 **ORDINANCE NO. 2024-XX**

4
5 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF**
6 **HUNTINGTON PARK, CALIFORNIA, ADDING CHAPTER**
7 **21 (RENT STABILIZATION) TO TITLE 8 (BUILDING**
8 **REGULATIONS) OF THE HUNTINGTON PARK**
9 **MUNICIPAL CODE ESTABLISHING RENT**
10 **STABILIZATION REGULATIONS**

11 **WHEREAS**, the increasing housing rent burden and poverty faced by many
12 residents in the City of Huntington Park threatens the health, safety, and welfare of its
13 residents by forcing them to choose between paying rent and providing food, clothing,
14 and medical care for themselves and their families; and

15 **WHEREAS**, according to a report by the California Housing Partnership
16 Corporation (2022), in Los Angeles County, lower-income renters are likely than higher
17 income renters to spend more than half of their income on housing; and in 2019, 87%
18 of deeply low-income households (earning less than or equal to 15% of local area
19 median income or "AMI") and 72% of very low-income households (earning less than or
20 equal to 30% of AMI) are severely cost burdened, while 2% of moderate-income
21 households experience this level of cost burden; and

22 **WHEREAS**, the City's 2021-2029 Housing Element states that across the City's
23 10,617 renter households, 6,679 (62.9%) spend 30% or more of gross income on
24 housing costs, compared to other local regions; additionally, 3,357 renter households
25 in the City (31.6%) spend 50% or more of gross income on housing costs, compared to
26 28.9% regionally; and

27 **WHEREAS**, pursuant to the City's police power, as granted broadly under Article
28 XI, section 7 of the California Constitution, to make and enforce local ordinances and
regulations within their jurisdiction, as long as they do not conflict with state law; and

WHEREAS, the Costa-Hawkins Rental Housing Act, California Civil Code
section 1954.50, *et seq.*, limits the applicability of local rent stabilization policies,
including prohibiting local jurisdictions from applying rent stabilization to certain
residential rental properties, and this Ordinance intends to comply with such limitations,
and all other applicable state and federal laws; and

WHEREAS, rent control ordinances have long been held to be a valid exercise
of a city's police power to regulate the health and safety of its residents.

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

SECTION 1. The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Ordinance.

SECTION 2. The City Council hereby approves adding Chapter 21 (Rent Stabilization) to Title 8 (Building Regulations) to the Huntington Park Municipal Code to read as follows:

CHAPTER 21 RENT STABILIZATION

8-21.0 Intent and purpose.

The City Council of the City of Huntington Park finds:

- (a) The continued rise in rental rate has contributed to a housing affordability crisis, with the majority of renters in Huntington Park being “rent-burdened,” paying over 30% of their income towards rent.
- (b) A significant percentage of residents face difficulty maintaining affordable, stable and adequate housing.
- (c) The purpose of these provisions is to promote long-term stability in the rental market by limiting unreasonable rent increases while allowing landlords a fair and reasonable return on investment. This Chapter establishes guidelines for permissible rent increases, the application process for rent adjustments, and protections for both tenant and landlords.

8-21.1 Definitions.

- (a) "City" refers to the City of Huntington Park.
- (b) "Covered Rental Unit" shall mean any residential unit rented to tenants unless explicitly exempt pursuant to Section 8-21.2 (Applicability and exemptions).
- (c) "Department" means the Community Development Department of the City of Huntington Park, or other department designated by the city council to administer the provisions of this chapter.
- (d) "Director" means the Director of Community Development of the City of Huntington Park or designee.
- (e) "Rental Agreement" shall refer to an agreement between a landlord and a tenant for the use or occupancy of a rental unit.
- (f) "Landlord" shall mean any property owner or any other person legally entitled to offer any rental unit for rent or entitled to receive collect rent for the use and occupancy of a rental unit.
- (g) "Tenant" shall mean any individual who leases a rental unit from a Landlord. This includes but is not limited to a tenant, subtenant, lessee, sublessee, or any other

1 person entitled under the terms of a rental agreement to the occupancy of a rental
2 unit.

3 (h) "Capital Improvement" shall mean significant additions or upgrades that materially
4 extend the life of the property, distinct from routine maintenance or repairs
covered by insurance.

5 (i) "Rent" shall mean the amount paid by a Tenant for the use of a rental unit,
6 including access to housing services.

7 (j) "Rental Unit" shall refer to any dwelling unit as defined under California Civil Code
8 Section 1940(c), located in the jurisdictional boundaries of the City of Huntington
9 Park and that is used or occupied for human habitation in consideration of
payment of rent.

10 (k) "Rent ceiling" refers to the maximum allowable rent which a landlord may charge
11 on any controlled rental unit.

12 8-21.2 Applicability and exemptions.

13 (a) This Chapter shall not apply to any residential units expressly exempt pursuant to
14 any provision of state or federal law, and those specifically exempt as follows:

15 I. Any rental unit that has a certificate of occupancy or equivalent permit for
16 residential occupancy issued after February 1, 1995. For this purpose,
certificate of occupancy is the certificate first issued before the property is
17 used for any residential purpose; or

18 II. Any rental unit that is alienable separate from the title to any other dwelling
unit, including single family residences, condominiums, and townhomes.

19 III. Any rental unit, space, or resident covered under the provisions of the state
20 Mobilehome Residency Law, Civil Code section 798, et seq., as applicable.

21 IV. Any rental unit that is a subdivided interest in a subdivision, as specified in
22 California Business and Professions Code section 11004.5(b), (d), and (t).

23 V. Any rental unit for which the Landlord receives federal, state, or local
24 housing subsidies, including, but not limited to federal housing assistance
vouches issued under Section 8 of the United States Housing act of 1937
25 (42 U.S.C Sec. 1437f).

26 VI. Residential real property containing no more than two rental units in which
27 the owner occupies one of the units as the owner's principal place of
residence since the beginning of the tenancy, so long as the owner
28 continues in occupancy. For purposes of this subsection:

(i) The term "owner" means a natural person who owns at least a 25
percent ownership interest in the residential real property.

1 (ii) An exemption under this subsection shall expire by operation of law
2 when the owner ceases to reside on the property as their principal place
3 of residence. It shall be the owner's responsibility to inform the
4 Department of the change in occupancy and enroll the rental unit in the
City's Covered Rental Unit registry as required by this Chapter within 6
months of the change in owner occupancy.

5 (b) Any person with an ownership interest in a Rental Unit may claim an from this
6 Chapter by filing an application with the Department in a form approved by the
7 City.

8 8-21.3. Permissible Rent increases.

9 (a) Annual Rent Cap: Rent increases on covered rental units are capped at 3% per
10 year or 100% of the Consumer Price Index (CPI) for the Los Angeles-Long Beach-
Anaheim region, whichever is lower.

11 (b) Frequency: Rent on covered rental units may only be increased once during a 12-
12 month period.

13 (c) Initial Rent Ceiling: Landlords may set market rent when a rental unit becomes
14 vacant, but subsequent rent increases must follow the annual rent cap guidelines.

15 (d) No Banking of Increases: Landlords may not bank unused rent increases from
16 previous years for future use. This chapter will be enforceable prospectively.

17 8-21.4 Capital improvement pass-throughs.

18 (a) 50% Pass-Through: Landlords may pass through 50% of capital improvement
19 costs to tenants in covered rental units provided:

20 I. The improvement benefits tenants directly, such as upgrades in
plumbing, roofing, or heating systems.

21 II. Costs are amortized over a minimum period of 5 years.

22 III. Capital improvements cannot include regular maintenance or repairs
23 from wear and tear, repairs covered by homeowner's insurance or be the
result of landlord's failure to perform regular maintenance.

24 IV. Landlords notify tenants at least 30 days in advance and provide detailed
25 documentation on costs.

26 V. Approval Required: The Department must approve any capital
improvement pass-throughs before they can be passed to tenants.

27 VI. Application Process: The landlord must apply to the Department for
28 recovery of capital improvement costs, on a form approved by the
Department, within 6 months of completing the capital improvement.

1 8-21.5 Landlord application for rent adjustment.

2 (a) Fair Return: If a landlord believes that the permissible rent increase under Section
3 4 prevents them from receiving a fair and reasonable return on investment on a
4 covered rental unit, they may file an application for a rent adjustment with the
5 Community Development Department.

6 (b) Criteria for Adjustment: The landlord must provide detailed financial records
7 demonstrating that the rent limitations are causing a net operating income to fall
8 below acceptable levels.

9 (c) Review and Approval of Application for Rent Adjustment: The Community
10 Development Department shall consider the following factors as well as any other
11 relevant factors in reviewing the application and making its determination:

- 12 I. The landlord's income and expenses relative to the covered rental
 property's net operating income
- II. Changes in property taxes to be paid by a landlord.

1 (a) Just Cause Evictions: Landlords may only evict tenants for specific reasons,
2 including:

3 I. Nonpayment of rent.

4 II. Material breach of the lease.

5 III. Illegal activities or property damage.

6 IV. Assigning or subletting the premises in violation of the Tenant's lease.

7 (b) Notice to Cure Just Cause Evictions. Before a Landlord issues a notice to
8 terminate a Tenancy for just cause that is a curable lease violation, the Owner
9 shall first give notice of the violation to the Tenant with an opportunity to cure
10 the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil
11 Procedure. If the violation is not cured within the time period set forth in the
12 notice, a three-day (3-day) notice to quit without an opportunity to cure may
13 thereafter be served to terminate the Tenancy.

12 (c) No-Fault Evictions: Includes any of the following:

13 I. Landlord's intent to occupy the Covered Rental Unit by the Landlord or their
14 spouse, domestic partner, children, grandchildren, parents, or grandparents.

15 II. Withdrawal of the Covered Residential Unit from the rental market for an
16 anticipated period of at least 24 months, as affirmed by the Landlord in a
17 written affidavit submitted to the City.

17 III. The Landlord complying with any of the following: (i) an order issued by a
18 government agency or court relating to the habitability that necessitates
19 vacating the Covered Rental Unit; (ii) an order issued by a governmental
20 agency to vacate the Covered Residential Unit; or (iii) a local ordinance that
21 necessitates vacating the Covered Residential Unit.

20 IV. Intent to demolish or to substantially remodel the Covered Residential Unit.

21 (d) Relocation Assistance: For termination for no-fault termination, the Landlord
22 must either: (i) provide relocation assistance equivalent to two (2) months' rent
23 for no-fault eviction due to reasons; or (ii) waive in writing the payment of Rent
24 for the final two (2) months of the Tenancy, prior to the Rent becoming due.

24 I. If a Landlord issues a notice to terminate a Tenancy for no-fault, the Landlord
25 shall notify the Tenant of the Tenant's right to relocation assistance or Rent
26 waiver, and all other rights pursuant to this Section.

27 (e) When terminating a Tenancy either for just cause or no-fault, a Landlord must
28 comply with all of the following: (i) The Landlord must serve a written notice in
accordance with Civil Code sections 1946 through 1946.5, to the Tenant that
states that, in addition to any information required by federal or State law, the
Landlord will terminate the Tenancy, and that indicates at least one at-fault or

1 no-fault just cause reason as provided in this Section; and (ii) The Landlord has
2 not accepted and will not accept Rent or any other consideration in return for
3 the continued use of the Covered Rental Unit beyond the term of the terminated
4 Tenancy in compliance with Civil Code sections 1945 through 1946.5; and (iii)
5 The Landlord qualifies the termination as at-fault or no-fault just cause, as
6 specified in Section; and (iv) The Landlord has submitted to the City, within five
7 (5) days after service of the notice of termination on the Tenant, a true and
8 accurate copy of the Landlord's written notice of termination, and proof of such
service, signed under penalty of perjury, on the Tenant, through the City's Rental
Registry progress. The Landlord shall maintain proof of service to the City as
evidence that the Landlord has complied with this section; and (v) The Landlord
must provide the notice in the language that the Owner and Tenant used to
negotiate the terms of the Tenancy, in addition to English.

- 9 (f) Buyout Offers and Notices: A Landlord must inform a Tenant of certain rights
10 before offering any form of compensation in exchange for a Tenant's agreement
11 to voluntarily vacate a Covered Rental Unit. The information must be given in
12 writing to each Tenant in a unit with respect to which buyout offer is made, on a
13 form approved by the City. The Landlord must retain a copy of the form along
14 with a record of when it was given to the Tenant for at least five (5) years after
15 it is signed. The disclosures should include: (i) the right to refuse the offer; (ii)
16 the right for the Tenant to consult a lawyer; (iii) a 30-day right for the Tenant to
17 rescind its acceptance of the Landlord's buyout offer; (iv) a statement that the
18 Tenant may visit the Department to compare its offer to other buyout offers in
the Tenant's neighborhood and other relevant information; (v) the form must
include a place for the Landlord to sign, together with a date of the Landlord's
signature, verifying that the required notice was provided to the Tenant, a place
for the Tenant to sign, verifying that he or she received the notice; (vi) the form
must include the amount of relocation fees required under paragraph (d) of
Section 8-21.7; (vii) any other information deemed necessary by the Director.

19 8-21.8 Tenant petition for rent adjustments.

- 20 (a) Petition Process: Tenants in a covered rental unit may file a petition with the
21 Department if they believe a rent increase is not in compliance with this Chapter,
22 is unjustified or if housing services have been reduced (e.g., decreased
maintenance, utilities not provided).
- 23 (b) Tenant's Burden of Proof: Tenants must provide evidence that the rent increase
24 violates the ordinance or that services have been reduced.

25 8-21.9 Rental unit registration.

- 26 (a) Rental Registry Required. No Landlord shall demand or accept rent for a Covered
27 Rental Unit without first registering the Covered Rental Unit and serving on the
28 Tenant or displaying in a conspicuous place, proof of registration.
- (b) Registration Process.

- I. Within 60 days after the effective date of this Chapter for the initial registration, and on or before December 30th of each subsequent year, a Landlord must register with the Department each Rental Unit that is rented or available for rent for a term exceeding 30 consecutive days by filing a rental registration in a form approved by the City. The Landlord shall provide the Rent amount and Tenancy information for every Rental Unit on the rental registration form. Registration is complete only when any and all fees under this Chapter have been paid and all of the following information is provided: ownership information; property information; year built; certificate of occupancy date or the date the final permit was issued by the City; the number of total Rental Units in the rental property; the number of bedrooms and bathrooms for each Rental Unit; Tenant information, including names and move-in dates; the amount of rent in effect at the time of registration and the date and amount of the last rent increase; and description of the housing services.
- II. After the initial Rental Unit registration, the Landlord shall: (i) update the rental registration annually; (ii) update the rental registration within 30 days of the start of a new tenancy; (iii) update the rental registration if there is any subsequent change in the tenancy or ownership (i.e., change in ownership or management or change in owner's or manager's contact information).
- III. A Landlord of a Rental Unit which is not registered with the City because of a claim of exemption, shall provide the City, on a form approved by the City and accompanied by supporting documentation, a written declaration stating the facts upon which the Landlord bases a claim of exemption from this Chapter. If a Landlord fails to submit a written declaration and supporting documents by December 30, 2024, and December 30 of each year thereafter, the Rental Unit shall be deemed to be subject to the provisions of this Section. If a Landlord declares that the Rental Unit is not subject to the registration requirements of this Section because the Rental Unit is vacant, the Landlord shall provide a certification to the Department declaring that the Rental Unit is and shall remain vacant, and the Rental Unit shall be secured against unauthorized entry.
- IV. For every Rental Unit for which a Landlord is required to register pursuant to this Section, the Landlord shall post a notice in form provided by the City, providing information about this Chapter and the Department's contact information. Notices must be posted in a conspicuous location in the common area, at the entry or entries to the building(s) or units, or other similar location(s) as necessary to provide Tenants a reasonable opportunity to view the notice. If there is no common area or similar location, this requirement may be satisfied by mailing the notice to each Tenant of the building, by certified mail, return receipt requested. The notice shall be written in English and Spanish, and in any other languages as required by the City.
- V. Failure to Register: Landlords who fail to register their units may not enforce rent increases or evictions.

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2 8-21.10 Enforcement and compliance.

3 (a) Penalties for Non-Compliance:

4 I. Civil Penalty: Any person violating any of the provisions, or failing to comply with
5 any of the requirements, of this chapter may be liable for a civil penalty not to
6 exceed \$1,000 for each violation.

7 II. Criminal Penalty: Any person violating any of the provisions or failing to comply
8 with any of the requirements of this chapter shall be guilty of a misdemeanor and
9 punished by a fine of not more than \$1,000, or by imprisonment in the county jail
10 for a period of not more than six months, or by both.

11 III. Each violation of any provision of this Chapter, and each day during which any
12 such violation is committed, permitted or continued, shall constitute a separate
13 offense.

14 (b) Rent Increases Ineffective: Any rent increase imposed without following the
15 proper registration or notice procedures is considered void.

16 (c) Appeals Process: Tenants or landlords may appeal decisions made under this
17 Chapter to a hearing officer within 30 days.

18 (d) The above remedies are not exclusive and do not preclude the city or any tenant
19 from seeking other remedies or penalties provided by applicable law.

20 8-21.11 Administrative review and appeals.

21 (a) Administrative Review: The Director's decision on a rent adjustment application,
22 tenant petition for adjustment or a pass-through cost recovery application will be
23 issued in a notice of decision.

24 I. The Director shall review and evaluate applications pursuant to this Chapter and
25 issue a notice of decision in accordance with adopted procedures and
26 regulations.

27 II. The Director may request documents, interview witnesses and affected parties,
28 and gather necessary evidence to review and make appropriate conclusions and
findings.

III. The Director's decision may be appealed to a hearing officer in accordance with
the following procedures as set forth herein.

(b) Appeals Process: Parties may file an appeal and request a hearing with the City
Clerk no later than 30 calendar days after the Director issues a notice of decision.
Appeals will be heard by a hearing officer. If the filing deadline falls on a weekend,
holiday, or other day when city hall is officially closed, the filing deadline will extend
to the following city hall business day.

- 1 (c) Hearing Dates: A hearing on a request for appeal will be scheduled before a
2 hearing officer for a date no sooner than 15 days and no later than 60 days after
3 receipt of the request for appeal and proof of service, unless the hearing officer
4 determines that good cause exists for an extension of time. Upon setting the
5 hearing date, the hearing officer shall send written notice to the appealing party of
6 the date, time and place set for the hearing. Within five calendar days of receipt of
7 the notice of hearing, the appealing party shall deliver a copy of the notice to each
8 affected tenant or landlord, as applicable, via personal service or certified mail
9 return receipt requested..
- 10 (d) Public Hearing: Appeals are conducted in a public hearing, and both parties may
11 present evidence. At the hearing, the hearing officer shall review the record of the
12 decision and hear testimony of the party requesting the appeal, representatives of
13 the department, and any other interested party. The hearing officer may continue
14 the hearing and request additional information from the landlord or tenant before
15 issuing a written decision.
- 16 (e) Application and Materials: At an appeal hearing, the hearing officer shall consider
17 only the administrative record that was the subject of the department's final
18 decision.
- 19 (f) Hearing Continuance. The hearing officer may, in his or her discretion, grant a
20 continuance of the hearing date upon a request and a showing of good cause. The
21 request must be made in writing and be received by the hearing officer at least 5
22 business days prior to the hearing date. If the Landlord is requesting an extension,
23 the Landlord must personally deliver a copy of the request to the affected
24 Tenant(s). If a Tenant is the party requesting an extension, the Tenant must
25 personally deliver a copy of the request to the Landlord or Landlord's agent. In no
26 event shall the continuance be longer than 15 calendar days from the originally
27 scheduled hearing date.
- 28 (g) Decision and Notice: After the hearing, the hearing officer shall affirm, modify or
reverse the decision and specify the reasons for its decision or refer the matter
back to the Department for further review.
- I. Decisions shall be rendered within 30 days of the close of the hearing.
 - II. The hearing officer shall mail the hearing officer's decision to the affected parties within 10 days after it is rendered.
 - III. The decision of the hearing officer shall be final and not subject to further appeal.
- (h) Final Decision. The decision of the hearing officer shall be final and not subject to further appeal.
- (i) Judicial Review of Hearing Officer Decision. Any person directly aggrieved by an administrative decision of a hearing officer pertaining to a request for appeal of a Director's decision under this Chapter, may seek judicial review in the court

pursuant to Government Code section 53069.4 and/or Code of Civil Procedure sections 1094.5 and 1094.6.

- (j) Hearing Officer. The City Manager shall establish procedures for the selection of a Hearing Officer. Hearing Officers shall be selected in a manner that avoids the potential for pecuniary or other bias. In no event shall the Hearing Officer be the Director. The compensation, if any, of the Hearing Officer shall be paid by the City. Compensation shall not be directly or indirectly conditioned upon whether or not decisions of the City are upheld by the Hearing Officer.

8-21.12 Administrative Citations.

- (a) Any Landlord or Tenant who violates any provisions of this Chapter, or Department's procedures and guidelines, is subject to an administrative citation and fine as provided for in Chapter 5 of Title 1 of the municipal code.

8-21.13 Additional remedies.

- (a) Tenant Legal Rights: Tenants may bring a civil lawsuit against landlords for violations of the ordinance. Remedies may include injunctive relief, damages, and attorneys' fees.
- (b) Eviction Defense: A tenant may use a landlord's failure to comply with the ordinance as a defense to eviction.

8.21.14 Notices to tenants.

- (a) Landlords must provide to each tenant, prior to, or at the time of agreeing to rent or lease a rental unit, a notice of tenant rights and under this chapter. The Department shall publish a form notice of tenant rights in English and any other frequently spoken languages.
- (b) Landlords must provide the form notice in the following circumstances:

- I. When entering into a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written rental agreement.
- II. When renewing a rental agreement.

8.21.15 Implementation and rulemaking.

- (a) The City Manager and City Attorney shall take all necessary steps to implement this ordinance, including the creation of forms, public information, and administrative procedures.

SECTION 3. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every

1 individual section, subsection, line, sentence, clause, phrase, or word without regard
2 to any such decision.

3 **SECTION 4.** This ordinance shall become effective thirty (30) days after
4 approval by the City Council.

5 **SECTION 5.** The City Clerk shall certify to the adoption of this Ordinance and
6 shall cause the same to be published or posted as prescribed by law.

7 **PASSED, APPROVED and ADOPTED this xxth day of November, 2024.**

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9 Karina Macias, Mayor

10 **ATTEST:**

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12 Eduardo Sarmiento, CMC
13 City Clerk
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MEMORANDUM

Date: October 31, 2024
To: Ricardo Reyes, City Manager, City of Huntington Park
From: Chu Thai, Partner, Revenue & Cost Specialists
Subject: Rent Stabilization Program Cost Feasibility

EXECUTIVE SUMMARY

RCS discussed with City Manager Ricardo Reyes about the City's objectives and needs for a Rent Stabilization Program (RSP) Cost Feasibility study. RCS reviewed the proposed Ordinance to determine the effectiveness and potential impact to the City. RCS conducted a thorough review of the City's property tax database to determine eligibility or exemption from the RSP.

Based on our experience and analysis of Huntington Park data, we determined that the City's proposed Rent Stabilization Ordinance is reasonable. RCS suggests a program budget target between \$740,000 to \$920,000, allowing the City to dedicate 4-6 full-time employees, or full-time equivalent using a greater combination of full-time and part-time staffing. The target rental registration fee would be \$120-156 per dwelling units, paid by the landlords.

BACKGROUND

Introduction and Scope of Project

On Friday, October 4, 2024, RCS received a phone call between Huntington Park City Manager, Ricardo Reyes asking about RCS' experience with rent stabilization programs. Mr. Reyes plans to present a draft Rent Stabilization Ordinance to the City Council and wants to evaluate the cost feasibility of such program.

Within the past two years, RCS has completed rent stabilization cost studies for the cities of Santa Ana, Bell Gardens, Maywood and Cudahy, and suggested producing a cost feasibility memorandum, outlining the impact, cost and comparison of Huntington Park's program.

Mr. Reyes directed RCS to being the project immediately and emailed the draft ordinance to RCS. Shortly after a spreadsheet of Huntington Park's property tax records were also provided to RCS. The majority of RCS's work was to thoroughly review the draft ordinance and property tax data.

This project turnaround is quick, taking several weeks to complete, while a typical rent stabilization fee study would take several months. The contents of this memorandum is enough to provide direction to the City, however more work is needed to create the program and collect fees.

ANALYSIS

Reviewed Draft Rent Stabilization Ordinance

RCS reviewed the draft Huntington Park Rent Stabilization Ordinance to properly estimate housing unit eligibilities and exemptions, and better understand the services to be provided by the City, procedural requirements of the landlords, and due processes. Table 1 below presents tasks and services which the City staff should expect to provide.

Table 1: Tasks and Services based on Huntington Park Rent Stabilization Ordinance

RENT STABILIZATION PROGRAM – TASKS	
1) Rental Registration - Section 8-21.9	
Rental Registry (New/Annual) - Section 8-21.9	
Notice of New Tenancy - Section 8-21.7	
Change of Onwership/Management - Section 8-21.2	
Verification of Exemption - Section 8-21.2	
Registration Fee Collection - Section 8-21.9	
Annual Allowable Rent Calculation - Section 8-21.3	
Forms of Tenant Rights - Section 8-21.13	
General Inquiries (Phone Calls & Walk Ins)	
2) Petition Process – Section 8-21	
Landlord Rent Adjustment - Section 8-21.3	
Capital Improvement Pass-Through - Section 8-21.4	
Landlord Fair Return Petition - Section 8-21.5	
Tenant Petition Rent Adjustment - Section 8-21.8	
3) Administration and Enforcement (Rent Stabilization) – Sections 8-21.10 - 8-21.13	
Enforcement - Section 8-21.10	
Administrative Review - Section 8-21.11.A	
Administrative Appeals - Section 8-21.11.B	
Judicial Review of Hearing Officer Decision - Section 8-21.11.I	
Administrative Citations - Section 8-21.12	
Administrative Appeal - Section 8-21-11.D	
Civil Liability - Section 8-21.13.A	
Civil Penalty - Section 8-21.10.A.I	
Criminal Penalty - Section 8-21.10.A.II	
Defense to Eviction - Section 8-21.13.B	
4) Tenant Protections – Section 8-21.7 & Section 8-21.14	
Termination of Tenancy - Section 8-21.7	
No-Fault Termination of Tenancy (demolition, withdraw from market) - Section 8-21.7.C	
Just Cause Termination of Tenancy - Section 8-21.7.A	
Cure Just Cause Evictions - Section 8-21.7.B	
Relocation Assistance - Section 8-21.7.D	
Temporary Relocation Assistance - Section 8.21.7.D.I	
Tenant Buyout Agreements - Section 8-21.7.F	
Forms of Tenant Rights - Section 8-21.14.A	
Assistance and Mediation for Tenant Eviction	
5) Rent Stabilization Program Administration (TBD)	
Budget, Staffing, Training, Department Coordination	
Policy/Program Development, Legal Compliance	
Education & Outreach	
Agency Liaison & Regional/State representation	

Mapping out the Rent Stabilization Program tasks helps readers visualize the amount of work that is expected of staff. It also helps to identify typical tasks that are not included within the proposed Ordinance and tasks that may lack clarity.

Huntington Park's proposed Ordinance is a good foundation for a successful rent stabilization program, however RCS can see future updates will help clarify some of the policies and processes. One part of a rent control ordinance that many cities grapple with is the decision to exempt or include two-unit properties from the program. Many cities also rely on the administrative citation process to enforce compliance to the rent stabilization programs, but these citation process tend to be time consuming and not cost effective.

Reviewed Eligible Units Within Parcel Tax Data

City staff provided RCS with a complete property tax database for the City of Huntington Park, which included the situs address, mailing address, property owner name, parcel number, original year built, living area square footage, lot square footage, use code description, and a unit count, for each parcel. The database categorizes every Huntington Park parcel into the following land use categories:

- | | | | |
|-----------------|--------------------|---------------|-----------------|
| • Commercial | • Government Owned | • Industrial | • Institutional |
| • Miscellaneous | • Recreational | • Residential | • Vacant |

From the complete list of parcels within the City, RCS reviewed Huntington Park's Ordinance to determine which properties are eligible under the proposed Rent Stabilization Program, as well as units exempt from the Program. While other cities have some unique program eligibility and registration exemption language, Huntington Park's program is straightforward and easy to understand and enforce:

Eligible and Must Register for Rent Stabilization Program:

- ✓ Properties with 3 or more dwelling units are eligible and require registration to the RSP
- ✓ Mobile home rental unit or space

Exempt from Rent Stabilization Program:

- × Dwelling units with a certificate of occupancy issued after February 1, 1995 are exempt
- × Accommodation in hotels, motels, inns, and other short-term housing are exempt
- × Hospitals, religious facilities, care facilities and subsidized housing are exempt
- × Single family residents, condominiums and townhomes are generally exempt

Uncertainty:

- ? Two-unit properties where the owner occupies one as their primary residence are exempt from the City's Rent Stabilization Program. However, the City will need to annually review these two-unit properties to ensure that the owner is still occupying the property.
- ? Some properties categorized as condominiums or townhomes may be operating as apartments, and City staff will need to make a determination of their Rent Stabilization Program eligibility.
- ? It is unclear if senior housing is eligible or exempt from the RSP
- ? It is assumed that long-term rental of a bedroom or house sharing is exempt

RCS reviewed just about every property to determine program eligibility. Properties within the Government Owned and Vacant categories were quickly counted as exempt, as well as properties newer than 1995. RCS used online map imagery and online search for questionable properties. For instance, we were able to get the correct unit count from using mapping imagery and found some motels listed themselves online as an apartment. RCS reviewed properties where the use description (e.g. 3 Units) differ from the Unit count (e.g. 5).

Based on comprehensive analysis of the data, RCS estimates that 6,499 housing units are covered under the Rent Stabilization Program Ordinance. Rental units in Huntington Park are found mostly in residential properties, with a few under the commercial category and Store and Residence Use Description. None were found in the other land use categories. A complete list of parcels by category is included as Appendix A in this report.

Table 2: Rent Stabilization Program Eligible Units

Category	UseDesc	Eligible Units	Sum of Units	Parcel Count
Commercial	Hotel, 1-49 Rooms, 1 Story	9	34	2
	Store and Residence, 1 Story	72	297	92
Commercial Total		81	331	94
Residential	2 Units, 1-4 Stories	1,890	1,914	961
	2 Units, 1-4 Stories, Pool	14	14	7
	3 Units, 1-4 Stories	1,414	1,424	484
	3 Units, 1-4 Stories, Pool	6	6	2
	4 Units, 1-4 Stories	1,239	1,247	310
	4 Units, 1-4 Stories, Pool	16	16	4
	5+ Units, 1-4 Stories	1,779	5,233	599
	5+ Units, 1-4 Stories, Pool	54	384	19
	5+ Units, 5+ Stories	6	417	2
Residential Total		6,418	10,655	2,388
Other Categories (Govt Own, Industrial, Vacant, etc)		-	4,834	6,046
Other Categories Total		-	4,834	6,046
Grand Total		6,499	15,820	8,528

A significant factor to the program eligibility are the two-unit properties where the owner resides in one and rents out the other. If the owner decides to vacate his residency and rents out both units, then both properties would be covered by the Rent Stabilization Program. RCS identified 1,429 such units, and reviewing the eligibility of these units annually would take a significant amount of staff resources. RCS included the 1,429 units identified as exempt-annual application within the 6,499 eligible units.

The City may consider a one-time review of other properties to verify exemption, based on the age, categorization or use. RCS identified 432 units. These are marked for one-time review, because their status would not change.

Table 3: Possible Exempt Units

Category	UseDesc	Eligible Units	Sum of Units	Parcel Count
	Exempt - Annual Application	1,429	1,429	715
	Exempt - One Time Application	-	432	18
Grand Total		1,429	1,861	733

It will be a significant task for the City to enforce rental registration and achieve a good citywide count of rental units. However, such information is necessary to the calculation of the rental registration fee, and for the equitable distribution of city costs among the renters and landlords.

Estimated Personnel and Budget

RCS compared Huntington Park to other cities with rent stabilization programs. We compared the cities' populations, number of rental units, their program budgets, staffing levels, service metrics, and rental registration fees. Based on our comparison and direct experience in these programs, RCS estimates the following for the City.

Table 4: Rent Stabilization Program Estimates

Category	Estimate
Staffing Level	4-6 full-time positions
Available Work Hours	6,400 to 9,600 hours per year
Annual Budget	\$740,000 to \$920,00 per year
Rental Registration Fee	\$120 to \$156 per dwelling unit

In the establishment of the program Huntington Park would likely need 1-2 line staff to oversee the rental registration process and assist with public outreach. The program would also have a housing coordinator or management to assist with more technical processes, and proactively develop the program. Next, higher management is needed to communicate goals and establish policies for the program. As the program grows, the City can add code enforcement staffing, and a second administrative clerk, etc.

Below are the typical positions involved in a Rent Stabilization Program.

- Administrative Clerk
- Associate/Assistant/Senior Planner
- Code Enforcement Officer
- RSP Manager
- Administrative Specialist
- Community Development Director
- Planning Manager
- RSP Specialist

The estimated 4-6 full-time employees would translate to 6,400 to 9,600 hours of productivity. When you subtract vacation times, holidays, and average sick time, a typical employee only has 1,600 available work hours within a year. With the estimated 6,499 eligible units, dedicating 4-6 full-time employees (and 6,400 to 9,600 hours) is reasonable. A full fee-study at a later date would solidify this reasoning.

Table 5: Possible Service Metric for Huntington Park

East Palo Alto (FY19)			HP Pro-Rated
TOTAL Units	4,600	Per 100	6,499
Petitions Filed	124	2.70	175
<i>Habitability and Maintenance</i>	7	0.15	10
<i>Rent Ceiling Violation</i>	3	0.07	4
<i>Landlord's Fair Return Petition</i>	111	2.41	157
<i>Appeals</i>	2	0.04	3
Public Inquiries	2,327	50.59	3,288
<i>Tenant Walk-Ins</i>	89	1.93	126
<i>Landlord Walk-Ins</i>	127	2.76	179
<i>Other Walk-Ins</i>	80	1.74	113
<i>Phone Calls</i>	362	7.87	511
<i>Emails</i>	1,669	36.28	2,358
Notices Received			
<i>3 Day Notices (Not WPC)</i>	89	1.93	126
<i>Unlawful Detainers (Not WPC)</i>	18	0.39	25
<i>Change in Tenancy/Vacancy Reg. (Not WPC)</i>	71	1.54	100

Table 5 from the previous page is a sample of service level metrics from the City of East Palo Alto. The Huntington Park Pro-Rated column was to have the same levels. Appendix B presents service metrics from other cities.

RCS estimates a budget between \$740,000 to \$920,000 for Huntington Park's Rent Stabilization Program. This includes expenses for salaries, benefits, specialized contractual services, general office costs, and citywide overhead.

Separately, the City of Huntington Park is undergoing a complete and comprehensive fee study, which the Finance Department is leading. The aim is to align the findings of this citywide study with the rent stabilization program's budgetary needs. The comprehensive fee study will finalize the proposed budget and staffing levels, ensuring that both priorities are integrated effectively.

Table 6: Estimated Budget

Rent Stabilization Program Budget	Four Employees	Six Employees
Salary - Planning Manager (RSP Manager)	110,000	110,000
Salary - Management Analyst (RSP Specialist)	73,000	73,000
Salary - Administrative Specialist (a)	44,000	44,000
Salary - Administrative Specialist (b)	-	44,000
Salary - Administrative Clerk	44,000	44,000
Salary - Code Enforcement Officer	-	74,000
Benefits	108,400	155,600
<i>Contract - Legal</i>	<i>50,000</i>	<i>50,000</i>
<i>Contract - Registration Software</i>	<i>50,000</i>	<i>50,000</i>
<i>Contract - Policy & Process Development</i>	<i>50,000</i>	<i>50,000</i>
<i>Contract - Translation</i>	<i>20,000</i>	<i>20,000</i>
<i>Contract - Public Information</i>	<i>40,000</i>	<i>30,000</i>
Material & Supplies	25,000	25,000
Indirect Administrative Costs	122,900	153,900
Program Total	\$ 737,300	\$ 923,500

To fully recover the program costs, the following fees are needed.

Estimated Fees for Cost Recovery	Four Employees	Six Employees
Program Exemption Fee (Est \$90 x 1,429 units)	128,610	128,610
Rental Registry (\$120 x 5,070 units)	608,400	
Rental Registry (\$156 x 5,070 units)		790,920
Revenue Total	\$ 737,010	\$ 919,530

For both options, the program exemption fee is based on 1 hour of labor multiplied by the 1,429 units that need to be verified for exemption annually. For the four-employee model, a \$120 rental registration fee is needed to fully recover for all expenses. The six employee model requires a registration fee of \$156 per unit. Appendix C provides a survey of other rent stabilization programs.

ATTACHMENTS:

- Appendix A: Summary of Parcel Data by Category – City of Huntington Park
- Appendix B: City Rent Control Program Annual Report Metrics
- Appendix C: Survey of Rent Stabilization Programs
- Appendix D: Rent Stabilization Ordinances (2023)

**Appendix A:
Summary of Parcel Data by Category
– City of Huntington Park**

Summary of Parcel Data by Category - City of Huntington Park

Category	UseDesc	Eligible Units	Housing Units	Number of Parcels
Commercial	Auto Body and Fender, 1 Story		32	59
	Auto Service Center, No Gasoline, 1 Story		0	1
	Bank or Savings and Loan, 1 Story		0	3
	Bank or Savings and Loan, 2 Stories		0	2
	Building Supplies, 1 Story		0	1
	Car Wash, 1 Story		1	2
	Car Wash, Self Service, 1 Story		0	3
	Commercial		12	3
	Commercial (General)		0	1
	Commercial, Unassigned		0	1
	Department Store, 1 Story		0	1
	Department Store, 2 Stories		0	2
	Fast Food, Auto Oriented, 1 Story		3	3
	Fast Food, Walk Up, 1 Story		3	8
	Hotel, 1-49 Rooms, 1 Story	9	34	2
	Hotel, 1-49 Rooms, 2 Stories		49	2
	Miscellaneous, 1 Story		42	5
	Miscellaneous, 6-13 Stories		0	1
	Motel, 1-49 Rooms, 1 Story		66	4
	Motel, 50+ Rooms, 1 Story		1	1
	New Car Sales and Service, 1 Story		3	2
	Office Building and Residence, 1 Story		28	11
	Office Building and Residence, 2 Stories		2	1
	Office Building, 1 Story		23	31
	Office Building, 1 Story (parking lot)		1	1
	Office Building, 1 Story (Post Office)		1	1
	Office Building, 2 Stories		0	1
	Office Building, 2 Story		3	3
	Parking Lot		0	1
	Parking Lot, Patron/Employee, 1 Story		50	95
	Parking Structure, Commercial, 1 Story		0	1
	Parking Structure, Patron/Employee, 1 Story		0	1
	Professional Building, 1 Story		11	16
	Professional Building, 2 Stories		2	1
	Professional Building, Med/Dental, 1 Story		8	14
	Professional Building, Med/Dental, 2 Stories		1	1
	Professional Building, Med/Dental, 3 Stories		0	1
	Professional Building, Med/Dental, 4 Stories		0	1
	Professional Building, Veterinary, 1 Story		0	1
	Restaurant, Lounge or Tavern, 1 Story		17	29
	Restaurant, Lounge or Tavern, 2 Stories		0	3
	Service or Repair Shop, 1 Story		5	12
	Service Station		1	3
	Service Station, 1 Story		1	4
	Shopping Center, Community, 1 Story		17	21
	Store and Office, 1 Story		62	44
	Store and Office, 2 Stories		0	1
	Store and Residence, 1 Story	72	297	92
	Store and Residence, 2 Stories		5	5

Summary of Parcel Data by Category - City of Huntington Park

Category	UseDesc	Eligible Units	Housing Units	Number of Parcels
Commercial	Store and Residence, 2 Story		2	1
	Store, 1 Story		208	204
	Store, 1 Story (Post Office)		0	1
	Store, 2 Stories		0	2
	Store, 3 Stories		0	2
	Supermarket, 12000+ SqFt, 1 Story		1	5
	Unassigned		0	1
	Used Car Sales, 1 Story		1	1
	Wholesale/Manufacturing Outlet, 1 Story		0	1
Commercial Total		81	993	721
Govt. Owned	Government, Unassigned		5	70
	High School		0	1
	Public School, General		0	4
	School Administration Center		5	6
Govt. Owned Total			10	81
Industrial	Food Processing Plant, Meat, 1 Story		0	4
	Food Processing Plant, Other, 1 Story		2	4
	Heavy Manufacturing, 1 Story		2	23
	Industrial		0	2
	Industrial, Open		0	1
	Large Public Storage, 1 Story		0	1
	Light Manufacturing		1	2
	Light Manufacturing, 1 Story		28	208
	Lumber Yard, 1 Story		6	1
	Mini Public Storage, 1 Story		1	3
	Miscellaneous Industrial		0	1
	Miscellaneous, 1 Story		0	6
	Open Storage		0	1
	Open Storage, 1 Story		1	4
	Open Storage, Trucking or Terminal, 1 Story		1	1
	Parking Lot, Industrial Use, 1 Story		1	28
	Warehousing, 10000-24999 SqFt, 1 Story		0	11
	Warehousing, 25000-50000 SqFt, 1 Story		0	5
	Warehousing, 25000-50000 SqFt, 2 Stories		2	1
	Warehousing, Over 50000 SqFt, 1 Story		0	5
	Warehousing, Under 10000 SqFt, 1 Story		20	51
Industrial Total			65	363
Institutional	Cemeteries, Mausoleums, 1 Story		0	1
	Churches, 1 Story		31	30
	Churches, 31+ Stories		1	1
	Home For Aged and Others, 1 Story		271	5
	Hospital, Nursing/Convalescent, 1 Story		4	1
	Hospitals, 1 Story		1	4
	Private Schools, 1 Story		4	8
Institutional Total			312	50
Miscellaneous	Dump Sites		0	2
	Utility/Commercial/Mutual SBE Assessed		3	51
Miscellaneous Total			3	53

Summary of Parcel Data by Category - City of Huntington Park

Category	UseDesc	Eligible Units	Housing Units	Number of Parcels
Recreational	Bowling Alley, 1 Story		0	1
	Clubs, Lodge Halls, Fraternal Orgs, 1 Story		6	11
	Gymnasiums, Health Spas, 1 Story		1	2
	Theaters, Movie, Indoor, 1 Story		0	1
	Water Recreation, 1 Story		2	1
Recreational Total			9	16
Residential	1 Unit		2,808	2,806
	1 Unit, Condominium		645	645
	1 Unit, Other Improvements		22	19
	1 Unit, Planned Community		103	103
	1 Unit, Pool		109	109
	1 Unit, Therapy Pool		2	2
	2 Units, 1-4 Stories	1,890	1,914	961
	2 Units, 1-4 Stories, Pool	14	14	7
	3 Units, 1-4 Stories	1,414	1,424	484
	3 Units, 1-4 Stories, Pool	6	6	2
	4 Units, 1-4 Stories	1,239	1,247	310
	4 Units, 1-4 Stories, Pool	16	16	4
	5+ Units, 1-4 Stories	1,779	5,233	599
	5+ Units, 1-4 Stories, Pool	54	384	19
	5+ Units, 5+ Stories	6	417	2
	Detached Condominium		14	14
	Residential (General) (Single)		0	1
	Rooming House		11	3
	Single Family Residential		0	6
Residential Total		6,418	14,369	6,096
Vacant	2 Units, Vacant		2	1
	4 Units, Vacant		4	2
	Auditoriums, Stadiums, Amphitheatres, Vacant		0	1
	Commercial, Unassigned, Vacant		3	29
	Government Owned, Vacant		1	29
	Industrial, Vacant		12	54
	School Service Center, Vacant		0	2
	Service Stations, Vacant		0	1
	Utility/Commercial/Mutual SBE Assessed		0	6
	Vacant Residential		37	76
Vacant Total			59	201
(Code Not Supplied By County)			0	947
Total			0	947
Grand Total		6,499	15,820	8,528

Appendix B:

City Rent Control Program Annual Report Metrics

Alameda (FY23) - Updated 09/2024			HP Pro-Rated
FULLY Regulated Units	13,741		
PARTIALLY Regulated Units	2,838		
TOTAL Units	16,579	Per 100	6,499
Submission for Rent Review or Registration	78	0.47	31
Petitions filed for rent adjustment hearings	28	0.17	11
<i>Landlord Petitions</i>	1	0.01	0
<i>Tenant Petitions</i>	27	0.16	11
Termination of Tenancy Submissions (No Fault)	45	0.27	18
Buyout Agreement Submissions	19	0.11	7
Temporary relocation submissions	23	0.14	9
<i>Alternative Permanent Housing</i>	3	0.02	1
<i>Comparable Unit Onsite</i>	1	0.01	0
<i>Re-occupied after repairs</i>	19	0.11	7
Capital improvement plan submission	3	0.02	1
Units monitored for compliance after "no fault" termination	73	0.44	29
Enforcement for Violations (Unpaid Program Fees)	2,533	15.28	993
<i>Fully Regulated</i>	1,547	9.33	606
<i>Partially Regulated</i>	986	5.95	387
Enforcement for Violations (Unregistered Properties)	755	4.55	296
<i>Fully Regulated</i>	586	3.53	230
<i>Partially Regulated</i>	169	1.02	66
Public records requests	17	0.10	7
Decisions by hearing officers	15	0.09	6
<i>Tenant Petitions</i>	14	0.08	5
Staff review of rental registration (errors/issues)	556	3.35	218
Staff Review - Rent Increases (previous or pending)	50	0.30	20
<i>Landlord Initiated Requests</i>	3	0.02	1
<i>Tenant Initiated Requests</i>	47	0.28	18
Referred to Legal - Enforcement of Ordinance violations	20	0.12	8
Referred to Legal - Registration Errors	197	1.19	77
Non-Registered or incorrect payments/number of units	926		363
Approved exemptions	902		354
East Palo Alto (FY19)			HP Pro-Rated
TOTAL Units	4,600	Per 100	6,499
Petitions Filed	124	2.70	175
<i>Habitability and Maintenance</i>	7	0.15	10
<i>Rent Ceiling Violation</i>	3	0.07	4
<i>Landlord's Failure to Register</i>	1	0.02	1
<i>Landlord's Fair Return Petition</i>	111	2.41	157
<i>Appeals</i>	2	0.04	3
Public Inquiries	2,327	50.59	3,288
<i>Tenant Walk-Ins</i>	89	1.93	126
<i>Landlord Walk-Ins</i>	127	2.76	179
<i>Other Walk-Ins</i>	80	1.74	113
<i>Phone Calls</i>	362	7.87	511
<i>Emails</i>	1,669	36.28	2,358

Notices Received			
3 Day Notices (Not WPC)	89	1.93	126
WPC 3 Day Notices	705	15.33	996
Unlawful Detainers (Not WPC)	18	0.39	25
WPC Unlawful Detainers	55	1.20	78
Change in Tenancy/Vacancy Reg. (Not WPC)	71	1.54	100
WPC Change in Tenancy/Vacancy Registration	332	7.22	469
Oakland (FY22) - Updated 09/2024			HP Pro-Rated
TOTAL Units	14,822	Per 100	6,499
Eviction/Vacation Notices (Required for All within City)	807	5.44	354
Pay or Quit	440	2.97	193
Violation of Lease Term	81	0.55	36
Distrubing the Peace & Quiet Enjoyment	54	0.36	24
Engaging in Unlawfual Activity	55	0.37	24
Other	53	0.36	23
Causing Substantial Damage	23	0.16	10
Ellis Act	41	0.28	18
Property Exempt	11	0.07	5
Owner/Relative Move-In (No Fault)	9	0.06	4
Disorderly Conduct	29	0.20	13
Sustantial Repairs Required - Relocation (No Fault)	5	0.03	2
Refusal to Allow Entry	3	0.02	1
Refusal to Sign New Lease	2	0.01	1
Cease and Desist	1	0.01	-
Just Cause Eviction	900	6.07	395
Move-Out Disclosure Certification Forms	414	2.79	182
Move-Out Relocation Agreements	144	0.97	63
Petitions Filed	307	2.07	135
Tenant Petitions	228	1.54	100
Owner Petitions	79	0.53	35
Mediation & Settlement Conferences	47	0.32	21
Petitions (Appeals) Submitted to Board	307	2.07	135
Appealable Decisions	37	0.25	16
Number of Appeals Heard	36	0.24	16
Resolved at End of FY	35	0.24	15
Workshops (virtual)	18	0.12	8
Tenant & Property Owners	8	0.05	4
Small Property Owners	3	0.02	1
COVID-19 & Eviction Moratorium	1	0.01	-
Tenants' Rights (English)	3	0.02	1
Tenant's Rights (Spanish)	1	0.01	-
Rent Control & Evictions	2	0.01	1
Counseling Sessions Conducted	3,672	24.77	1,610

Richmond (FY21)			HP Pro-Rated
FULLY Regulated Units (rent control & just cause)	8,996		
PARTIALLY Regulated Units (just cause only)	11,914		
TOTAL Units	20,910	Per 100	6,499
Counseling sessions conducted	5,301	25.35	1,648
Households referred to legal services	123	0.59	38
Mediations held	9	0.04	3
Rent amount consultation with Hearing Unit Coordinator	480	2.30	149
Settlement Agreements reached	17	0.08	5
Rent decreases ordered	7	0.03	2
Rent increases ordered	3	0.01	1
Authorized rent increase notices	2,334	11.16	725
Termination of tenancy notices filed	444	2.12	138
San Jose (FY21)			HP Pro-Rated
STUDIO Properties	3,019		
1 BED Properties	16,783		
2 BED Properties	16,064		
3 BED Properties	1,999		
4+ BED Properties	46		
TOTAL Units	37,911	Per 100	6,499
Tenant Buyouts	15	0.04	3
Petitions (FY20)	113	0.30	19
Petitions (FY21)	63	0.17	11
<i>Withdrawn</i>	6	0.02	1
<i>Ineligible</i>	7	0.02	1
<i>Pending</i>	14	0.04	2
<i>Staff Decision</i>	3	0.01	1
<i>Hearing Officer Decision</i>	10	0.03	2
<i>Voluntary Agreement Arranged by Staff</i>	-	-	-
<i>Voluntary Agreement Arranged by Hearing Officer/Mediator</i>	23	0.06	4
Just Cause Notices	9,717	25.63	1,666
Santa Monica (2022) - Updated 09/2024			HP Pro-Rated
STUDIO Properties	2,905		
1 BED Properties	12,989		
2 BED Properties	9,667		
3+ BED Properties	2,020		
TOTAL Units	27,581	Per 100	6,499
Contacts	13,000	47.13	3,063
<i>Counter</i>	695	2.52	164
<i>Phone</i>	9,206	33.38	2,169
<i>E-mail</i>	3,099	11.24	730
Community Meetings/Seminars	3	0.01	1
<i>Tenants' Intro to Rent Control (videoconference)</i>	1	0.00	0
<i>Owning Rent-Controlled Property (videoconference)</i>	1	0.00	0
<i>Landlord-Tenant Forum (videoconference)</i>	1	0.00	0
Website Visits	154,122	558.80	36,316
Tenancy rent registration forms	3,226	11.70	760

Petitions (TOTAL)	114	0.41		27
Petitions - Decrease Rent	78	0.28		18
<i>Withdrawn or dismissed prior to mediation or hearing</i>	-	-		-
<i>Referred to hearing directly or Prior to Mediation</i>	1	0.00		0
<i>Resolved prior to mediation</i>	-	-		-
<i>Referred to Mediation</i>	77	0.28		18
Cases Mediated	101	0.37		24
<i>Withdrawn or dismissed</i>	2	0.01		0
<i>Resolved-Closed or Resolved Prior to Mediation</i>	27	0.10		6
<i>No resolution - referred to hearing</i>	40	0.15		9
<i>Partial resolution - referred to hearing</i>	10	0.04		2
<i>Pending</i>	22	0.08		5
Hearing Activity	64	0.23		15
<i>Referred directly or Prior to Mediation</i>	1	0.00		0
<i>Referred from Mediation</i>	50	0.18		12
<i>Remanded from Board</i>	-	-		-
<i>Ongoing from prior year</i>	13	0.05		3
Tenant Buyouts	25	0.09		6
Exemptions (Single Family Homes)	3,950	14.32		931
<i>Permanent</i>	3,585	13.00		845
<i>2-Year Owner Occupied</i>	365	1.32		86
Use Exemptions (Temporary Exemptions)	3,230	11.71		761
Ellis Act	2,067	7.49		487
<i>Withdrawn from Rental Market</i>	3,317	12.03		782
<i>Returned to Market under Rent Control</i>	992	3.60		234
<i>Controlled after Property Redevelopment</i>	258	0.94		61
Notice of Eviction	43	0.16		10
<i>Nuisance</i>	9	0.03		2
<i>Other Breaches of Lease</i>	20	0.07		5
<i>Subtenant</i>	1	0.00		0
<i>Reason Unknown</i>	12	0.04		3
<i>Demolished (Bootleg/Uninhabitable)</i>	1	0.00		0
Appeal Hearing Officer Decision	16	0.06		4
<i>Tenant Appeal</i>	6	0.02		1
<i>Owner Appeal</i>	6	0.02		1
<i>Construction</i>	2	0.01		0
<i>Tenant Not in Occupancy</i>	2	0.01		0
West Hollywood (FY18)			HP Pro-Rated	
0 BEDROOM Properties	2,420			
1 BEDROOM Properties	8,933			
2 BEDROOM Properties	4,854			
3 BEDROOM Properties	480			
4+ BEDROOM Properties	20			
TOTAL Units	16,707	Per 100		6,499
Mediation	400	2.39		156
Rent Adjustment Hearings Filed	108	0.65		42
<i>Hearings Held</i>	83	0.50		32
<i>Hearing Requests Withdrawn</i>	15	0.09		6
<i>Postponed or Administratively Dismissed</i>	16	0.10		6
Appeals/Decisions	23	0.14		9

Appendix C:

Survey of Rent Stabilization Programs

Jurisdiction	Approved By	Ordinance Effective Date	Population (2020 Census)	Rent Review Board/ Committee	Rental Registration Required	Rental Registration Fee
Alameda City	City Council	Ordinance No. 3249 effective 9/4/19.	78,280	Rent Review Advisory Committee	Required	\$155/fully regulated units; \$105/partially regulated units; \$0/rental units occupied by subsidized tenants
Baldwin Park	City Council	12/4/19 effective 1/3/20.	72,176	None	Required	\$28/unit
Bell Gardens	City Council	9/12/2022	37,927	None	Required	\$156/unit
Berkeley	Voter	Rent Stabilization 6/3/80; Tenant Buyout 3/14/17. ADU Clarification, Emergency Exemption 11/3/20.	124,321	Rent Stabilization Board	Required	\$250/full regulated unit; \$150/partially regulated units; \$37/subsidized unit; \$70/summer sorority/fraternity outside member rental unit
Culver City	City Council	Mediation: 5/11/19. Rent Control and Tenant Protections, 10/30/20.	40,799	None	Required	\$167/unit
East Palo Alto	City Council	Tenant Protections 5/6/14; Rent Stabilization 06/08/2010. Last amended 11/8/16.	30,034	Rent Stabilization Board	Required	\$222/non-exempt unit

Jurisdiction	Approved By	Ordinance Effective Date	Population (2020 Census)	Rent Review Board/ Committee	Rental Registration Required	Rental Registration Fee
Hayward	City Council	6/25/19 effective 7/25/19.	162,954	None	Not Required	Complaint Based Fees \$40/residential covered rental unit, \$19/residential rental unit
Inglewood	City Council	5/19/2011	107,762	Rental Housing Board	Required	\$206/unit \$92/unit Section 8
Los Angeles City	City Council	4/21/79. Last amended 5/20.	3,898,747	Rental Housing Oversight Commission	Required	\$38.75/unit
Oakland	City Council	10/7/80. Last amended 6/4/2019.	440,646	Residential Rent and Relocation Board	Required	\$101/unit
Richmond	Voter	Fair Rent adopted 11/08/16. Relocation adopted 12/20/16, effective 01/2017.	116,448	Rent Board	Required	\$218/unit fully covered, \$123/unit partially covered and government subsidized
San Francisco	Board of Supervisors	6/79. Last amended 12/19.	873,965	Rent Board	Required	\$59.00/apartment unit, \$29.50/residential hotel room
Santa Ana	City Council	10/19/2021	310,227	TBD	TBD	\$100/unit
Santa Monica	Voter	Charter: 4/10/79. Last amended 2010. Tenant Relocation: 2/27/90 last amended 3/28/17. Tenant Harassment: 10/10/95 last amended 01/13/15.	93,076	Rent Control Board	Required	\$198/unit

Jurisdiction	Approved By	Ordinance Effective Date	Population (2020 Census)	Rent Review Board/ Committee	Rental Registration Required	Rental Registration Fee
Unincorporated Los Angeles County	Board of Supervisors	Effective 04/1/20.	1,057,162	Rental Housing Oversight Commission	Required	Before 4/22 - Free, May - Sept 2022 - \$90/fully covered units
West Hollywood	City Council	6/27/85. Last amended 12/2019.	35,757	Rent Stabilization Commission	Required	\$144/unit full \$60/unit partial

Appendix D: Rent Stabilization Ordinances (2023)

Municipality	Restriction	Ordinance
Alameda	Landlords are limited to the base rent charged as of 9/1/19 plus the Annual General Adjustment (AGA). For tenancies beginning after 9/1/19, the base rent is the initial rent amount. The AGA is calculated using 70% of the regional Consumer Price Index (CPI), with a 1% floor and 5% ceiling. Each year in May the Program Administrator announces the AGA effective September 1st. A Landlord who does not increase rent by the full amount allowed annually can "bank" the unused portion and impose it in a later year. A new AGA of 3.5% went into effect on September 1, 2022. However, special Pandemic "wind-down" rules apply. See the Alameda Rent Program FAQ .	Alameda, California Code of Ordinances §§ 6-58.10 - 6-58.155
Antioch	Effective 7/23/22 landlords may increase rent once every 12 months, limited to 60 percent of the local CPI or 3%, whichever is less. Single-family homes without accessory units, condominiums and cooperatives are exempt as are units first certified for occupancy after 2/1/95.	Antioch Municipal Code Title 11, Chapter 1. §§ 11-1.01 - 11-1.013. Rent Stabilization.
Baldwin Park	Rent is effectively limited to 5% per 12-month period (based on the Consumer Price Index) of the "base rent ceiling" (rent in effect on 3/5/19, or if none the initial rent charged on the first day of tenancy).	Baldwin Park Code of Ordinances Chapter 11 §§ 129.01 - 129.78
Bell Gardens	Rent increases are limited to 50% of the local CPI or 4%, whichever is less.	Bell Gardens Municipal Code Chapter 5.62, "Rent Stabilization", and Chapter 5.63, "Tenant Eviction Protections".
Berkeley	Each January 1st rent ceilings are increased by the Annual General Adjustment (AGA). The AGA is set by October 31 of the preceding year, but has been 65% of the percentage increase of the regional Consumer Price Index (CPI) since 2005. Landlords or tenants may petition for exception.	Berkeley Municipal Code §§ 13.76.110 - 13.76.120
Beverly Hills	Landlord may increase rent once every 12 months, limited to 3% of the current rent, or the regional Consumer Price Index (CPI), whichever is higher.	Beverly Hills Municipal Code § 4-6- 3
City of Commerce	Rent increases are expressly subject to the provisions of AB 1482 California Tenant Protections Act (Cal. Civ. Code §§ 1946.2 and 1947.12).	City of Commerce Municipal Code §§ 19.40.010 - 19.40.090
Culver City	The rent as of 10/30/20 on then-existing tenancies, or the initial rent charged on tenancies beginning thereafter, is the "base rate" from which increases are calculated. Increases are limited per 12-month period to the average annual change in the Consumer Price Index (CPI) with a cap of 5%; if the CPA increase is less than 2%, the cap is 2%. Landlords can petition for an increase above the cap amount. (CCMC § 15.09.215).	Culver City Municipal Code §§ 15.09.200 - 15.09.270

Municipality	Restriction	Ordinance
East Palo Alto	Annual rent increases are limited to 80% of the percentage increase in the regional Consumer Price Index (CPI). Overall increase may not exceed 10% in any 12-month period.	East Palo Alto, California Code of Ordinances §§ 14.04.040, 14.04.090 - 100
Fairfax	Rent increases are limited to 60% of the percentage increase in the regional consumer price index (CPI) annually. Overall increase may not exceed 5% total. The cap is retroactive to 2/2/22.	Fairfax Town Code Title 5, Business. Chapter 5.55 "Rent Stabilization Program" §§ 5.55.010-5.55.120.
Gardena	Rent increases exceeding 5% are subject to mediation and binding arbitration.	Gardena Municipal Code §§ 14.04.010 - 14.04.300
Glendale	No limit on rent increases but increases exceeding 7% over any 12-month period may trigger relocation payments if tenants choose to vacate rather than renew.	Glendale Municipal Code §§ 9.30.10 - 9.30.100
Hayward	Rent increases are limited to 5% per year absent exception. Landlords may "bank" annual increases, but aggregate rent increases cannot exceed 10% in any year.	Hayward Municipal Code §§ 12:1.01 - 12:1.21
Inglewood	The base rent amount for calculations is the rent in effect on 6/18/19 or the initial rent for tenancies starting thereafter. Only one increase is allowed every 12 months, calculated from the day the increase first takes effect. For residential properties with five or more units, the maximum increase is 3% or the cost of inflation (whichever is greater), as measured by the local CPI. The increase cannot exceed 10%. For residential properties with four or less units, the maximum increase is 5% PLUS the cost of inflation as measured by the local CPI. The increase cannot exceed 10%.	Inglewood Municipal Code §§ 8-125 - 8-234
Los Angeles	Only one rent increase is allowed every 12 months based upon the regional Consumer Price Index (CPI). Effective July 1, 2020, the annual allowable increase is 3%.	Los Angeles Municipal Code §§ 151.00 - 155.09
Unincorporated Los Angeles County	Only one rent increase is allowed annually, based on the change in the regional Consumer Price Index (CPI) up to a total of 8% including pass-throughs and fees.	Los Angeles County Code §§ 8.52.010 - 8.52.200
Los Gatos	Rent may be increased only once annually and the increase cannot exceed the greater of 5% of existing rent, or 70% of the regional Consumer Price Index (CPI). The landlord can always increase rent with tenant's written consent.	Los Gatos Town Code §§ 14.80.010 - 14.80.315
Mountain View	Rents may be raised starting September 1st each year by Board-determined amount that is no less than 2%, nor more than 5%, of the existing rent. Landlords may "bank" annual rent increases.	Mountain View Code of Ordinances §§ 1700 - 1720

Municipality	Restriction	Ordinance
Oakland	Rent may be increased once in any twelve-month period. Increases are limited based upon the local Consumer Price Index (CPI) or to prior "banked" increases but cannot exceed 60% of the percentage increase in the CPI for April of that calendar year from April of the immediately preceding calendar year, or 3%, whichever is lower. From 8/1/22 through 7/31/23 the limit is 3%. However, landlords may increase rent up to 5% for each qualifying additional tenant. Owners may also increase the rent when a tenant doesn't use the unit as a principal residence. Subtenants are also protected from overcharging by primary tenants.	Oakland Municipal Code § 8.22.065 et seq.
Oxnard	Rent increases are limited to 4% annually, and one increase in any twelve (12) month period.	Oxnard City Code §§ 27-21 – 27-23
Palm Springs	Only one rent increase is allowed annually, limited to 75% of the increase in the regional Consumer Price Index (CPI). Rent control is permanently removed after the tenant voluntarily vacates or is evicted for cause. As a result, few properties remain subject to rent control.	Palm Springs Municipal Code §§ 4.02.010 - 4.08.190
Pasadena	Only one rent increase is allowed annually, limited to 75% of the increase in the regional Consumer Price Index (CPI).	Pasadena Municipal Code §§ 1801-1824
Richmond	Only one increase is allowed annually, limited to the lower of either 60% of the increase in the regional Consumer Price Index (CPI), or 3% of current rent, whichever is lower.	Richmond Code of Ordinances §§ 11.100.010 - 11.100.130
Sacramento	Rent increases cannot exceed 5% plus the percentage of annual increase in the cost-of-living adjustment promulgated by the U.S. Department of Labor, Bureau of Labor Statistics. The total increase is capped at 10% annually, and only one increase is allowed in any 12-month period.	Sacramento City Code §§ 5.156.010 - 5.156.150
San Francisco	Annual rent increases are limited to 60% of the regional Consumer Price Index (CPI).	San Francisco Administrative Code § 37.3
San Jose	The "Annual General Increase" is limited to the monthly rent for the previous 12 months, multiplied by 5% via one annual increase. The Landlord must petition for a higher increase.	San Jose Municipal Code §17.23.310
Santa Ana	Rent increase are expressly for buildings with certificate of occupancy on or before 1/1/95, annual rent increases are limited to the lower of 3% per year, or 80% of the percent change in the Consumer Price Index over the most recent 12-month period. The allowable increase is published no later than June 30 of each year.	Santa Ana Municipal Code §§ 8- 1998.1 – 8- 1998.3.
Santa Barbara	Rent increase are expressly subject to the provisions of AB 1482 California Tenant Protections Act (Cal. Civ. Code §§ 1946.2 and 1947.12).	Santa Barbara Municipal Code §§ 26.50.010 - 26.50.070

Municipality	Restriction	Ordinance
Santa Monica	The Rent Control Board determines each year's increase ("General Adjustment" or GA). The Maximum Allowable Rent (MAR) for any unit is its base rent plus the increase allowed per the annual GA. In November 2022 voters approved Measure RC, which caps future general adjustments at 3% beginning February 2023, and reduces the MAR to .8% through August 2023 - effectively bringing the 2023 average rent increase to 3%. The city has a helpful webpage for determining allowable increases here .	Santa Monica City Charter Amendment §§ 1800 - 1821
Thousand Oaks	Rent control is very limited—it only applies to tenants who have resided in the same unit since 1987.	Thousand Oaks Rent Stabilization Ordinances Nos. 755-NS, 956-NS, 1284-NS
West Hollywood	Rent increases are limited to 75% of the increase in the regional Consumer Price Index (CPI) during the preceding 12 months.	West Hollywood Municipal Code §§ 17.36.020 et seq.

<https://www.nolo.com/legal-encyclopedia/california-rent-control-law.html>

Source: Nolo.com a wholly owned subsidiary of MH Sub I, LLC

Summary of Parcel Data by Category - City of Huntington Park

Category	UseDesc	Eligible Units	Housing Units	Number of Parcels
Commercial	Auto Body and Fender, 1 Story		32	59
	Auto Service Center, No Gasoline, 1 Story		0	1
	Bank or Savings and Loan, 1 Story		0	3
	Bank or Savings and Loan, 2 Stories		0	2
	Building Supplies, 1 Story		0	1
	Car Wash, 1 Story		1	2
	Car Wash, Self Service, 1 Story		0	3
	Commercial		12	3
	Commercial (General)		0	1
	Commercial, Unassigned		0	1
	Department Store, 1 Story		0	1
	Department Store, 2 Stories		0	2
	Fast Food, Auto Oriented, 1 Story		3	3
	Fast Food, Walk Up, 1 Story		3	8
	Hotel, 1-49 Rooms, 1 Story	9	34	2
	Hotel, 1-49 Rooms, 2 Stories		49	2
	Miscellaneous, 1 Story		42	5
	Miscellaneous, 6-13 Stories		0	1
	Motel, 1-49 Rooms, 1 Story		66	4
	Motel, 50+ Rooms, 1 Story		1	1
	New Car Sales and Service, 1 Story		3	2
	Office Building and Residence, 1 Story		28	11
	Office Building and Residence, 2 Stories		2	1
	Office Building, 1 Story		23	31
	Office Building, 1 Story (parking lot)		1	1
	Office Building, 1 Story (Post Office)		1	1
	Office Building, 2 Stories		0	1
	Office Building, 2 Story		3	3
	Parking Lot		0	1
	Parking Lot, Patron/Employee, 1 Story		50	95
	Parking Structure, Commercial, 1 Story		0	1
	Parking Structure, Patron/Employee, 1 Story		0	1
	Professional Building, 1 Story		11	16
	Professional Building, 2 Stories		2	1
	Professional Building, Med/Dental, 1 Story		8	14
	Professional Building, Med/Dental, 2 Stories		1	1
	Professional Building, Med/Dental, 3 Stories		0	1
	Professional Building, Med/Dental, 4 Stories		0	1
	Professional Building, Veterinary, 1 Story		0	1
	Restaurant, Lounge or Tavern, 1 Story		17	29
	Restaurant, Lounge or Tavern, 2 Stories		0	3
	Service or Repair Shop, 1 Story		5	12
	Service Station		1	3
	Service Station, 1 Story		1	4
	Shopping Center, Community, 1 Story		17	21
	Store and Office, 1 Story		62	44
	Store and Office, 2 Stories		0	1
	Store and Residence, 1 Story	72	297	92
	Store and Residence, 2 Stories		5	5
	Store and Residence, 2 Story		2	1

Summary of Parcel Data by Category - City of Huntington Park

Category	UseDesc	Eligible Units	Housing Units	Number of Parcels
	Store, 1 Story		208	204
	Store, 1 Story (Post Office)		0	1
	Store, 2 Stories		0	2
	Store, 3 Stories		0	2
	Supermarket, 12000+ SqFt, 1 Story		1	5
	Unassigned		0	1
	Used Car Sales, 1 Story		1	1
	Wholesale/Manufacturing Outlet, 1 Story		0	1
Commercial Total		81	993	721
Govt. Owned	Government, Unassigned		5	70
	High School		0	1
	Public School, General		0	4
	School Administration Center		5	6
Govt. Owned Total			10	81
Industrial	Food Processing Plant, Meat, 1 Story		0	4
	Food Processing Plant, Other, 1 Story		2	4
	Heavy Manufacturing, 1 Story		2	23
	Industrial		0	2
	Industrial, Open		0	1
	Large Public Storage, 1 Story		0	1
	Light Manufacturing		1	2
	Light Manufacturing, 1 Story		28	208
	Lumber Yard, 1 Story		6	1
	Mini Public Storage, 1 Story		1	3
	Miscellaneous Industrial		0	1
	Miscellaneous, 1 Story		0	6
	Open Storage		0	1
	Open Storage, 1 Story		1	4
	Open Storage, Trucking or Terminal, 1 Story		1	1
	Parking Lot, Industrial Use, 1 Story		1	28
	Warehousing, 10000-24999 SqFt, 1 Story		0	11
	Warehousing, 25000-50000 SqFt, 1 Story		0	5
	Warehousing, 25000-50000 SqFt, 2 Stories		2	1
	Warehousing, Over 50000 SqFt, 1 Story		0	5
	Warehousing, Under 10000 SqFt, 1 Story		20	51
Industrial Total			65	363
Institutional	Cemeteries, Mausoleums, 1 Story		0	1
	Churches, 1 Story		31	30
	Churches, 31+ Stories		1	1
	Home For Aged and Others, 1 Story		271	5
	Hospital, Nursing/Convalescent, 1 Story		4	1
	Hospitals, 1 Story		1	4
	Private Schools, 1 Story		4	8
Institutional Total			312	50
Miscellaneous	Dump Sites		0	2
	Utility/Commercial/Mutual SBE Assessed		3	51
Miscellaneous Total			3	53

Summary of Parcel Data by Category - City of Huntington Park

Category	UseDesc	Eligible Units	Housing Units	Number of Parcels
Recreational	Bowling Alley, 1 Story		0	1
	Clubs, Lodge Halls, Fraternal Orgs, 1 Story		6	11
	Gymnasiums, Health Spas, 1 Story		1	2
	Theaters, Movie, Indoor, 1 Story		0	1
	Water Recreation, 1 Story		2	1
Recreational Total			9	16
Residential	1 Unit		2,808	2,806
	1 Unit, Condominium		645	645
	1 Unit, Other Improvements		22	19
	1 Unit, Planned Community		103	103
	1 Unit, Pool		109	109
	1 Unit, Therapy Pool		2	2
	2 Units, 1-4 Stories	1,890	1,914	961
	2 Units, 1-4 Stories, Pool	14	14	7
	3 Units, 1-4 Stories	1,414	1,424	484
	3 Units, 1-4 Stories, Pool	6	6	2
	4 Units, 1-4 Stories	1,239	1,247	310
	4 Units, 1-4 Stories, Pool	16	16	4
	5+ Units, 1-4 Stories	1,779	5,233	599
	5+ Units, 1-4 Stories, Pool	54	384	19
	5+ Units, 5+ Stories	6	417	2
	Detached Condominium		14	14
	Residential (General) (Single)		0	1
	Rooming House		11	3
	Single Family Residential		0	6
Residential Total		6,418	14,369	6,096
Vacant	2 Units, Vacant		2	1
	4 Units, Vacant		4	2
	Auditoriums, Stadiums, Amphitheatres, Vacant		0	1
	Commercial, Unassigned, Vacant		3	29
	Government Owned, Vacant		1	29
	Industrial, Vacant		12	54
	School Service Center, Vacant		0	2
	Service Stations, Vacant		0	1
	Utility/Commercial/Mutual SBE Assessed		0	6
	Vacant Residential		37	76
Vacant Total			59	201
Total			0	947
Grand Total		6,499	15,820	8,528

ATTACHMENT "D"

Category	UseDesc	Eligible Units	Sum of Units	Parcel Count
Commercial	Hotel, 1-49 Rooms, 1 Story	9	34	2
	Store and Residence, 1 Story	72	297	92
Commercial Total		81	331	94
Residential	2 Units, 1-4 Stories	1,890	1,914	961
	2 Units, 1-4 Stories, Pool	14	14	7
	3 Units, 1-4 Stories	1,414	1,424	484
	3 Units, 1-4 Stories, Pool	6	6	2
	4 Units, 1-4 Stories	1,239	1,247	310
	4 Units, 1-4 Stories, Pool	16	16	4
	5+ Units, 1-4 Stories	1,779	5,233	599
	5+ Units, 1-4 Stories, Pool	54	384	19
	5+ Units, 5+ Stories	6	417	2
Residential Total		6,418	10,655	2,388
Other Categories (Govt Own, Industrial, Vacant, etc)		-	4,834	6,046
Other Categories Total		-	4,834	6,046
Grand Total		6,499	15,820	8,528

Category	UseDesc	Eligible Units	Sum of Units	Parcel Count
	Exempt - Annual Application	1,429	1,429	715
	Exempt - One Time Application	-	432	18
Grand Total		1,429	1,861	733