

# **CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda**

**Monday, December 16, 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](http://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](http://www.hpca.gov). NOTE: Your attendance at this public

CITY COUNCIL MEETING AGENDAS



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. LOCAL RESIDENT RECOGNITION
2. RECOGNITION FOR THE EASTSIDE RIDERS CLUB
3. RECOGNITION FOR THE TZU CHI FOUNDATION
4. PET OF THE MONTH

## **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 – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
B.A., an individual vs. Bill Valdivia, et al.  
Los Angeles Superior Court Case No. 24NWCV00084
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
James Jackson, individually and as successor in interest of the Estate of Anthony Lowe v. City of Huntington Park, et al.  
USDC Central Case No.: 2:24-cv-00488-SB-BFMx
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1) Gerardo Cabanillas v. City of South Gate, et al. United States District Court Case No. 2:24-cv-08027-ODW

## **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 December 2, 2024

#### **FINANCE**

##### **2. CHECK REGISTERS**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated December 16, 2024

### **END OF CONSENT CALENDAR**

### **REGULAR AGENDA**

#### **COMMUNITY DEVELOPMENT**

##### **1. CONSIDERATION AND APPROVAL OF A CONTRACT WITH 3Di AND COHN REZNICK TO PROVIDE SOFTWARE AND STAFFING SERVICES FOR RENT STABILIZATION PROGRAMS**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize funding in the amount of \$750,000 from the General Fund Account for the implementation costs associated with the Rent Stabilization Program; and
2. Authorize the Finance Director to Establish an Enterprise Fund and to Create All Necessary Accounts; and
3. Waive Formal Bid Proceedings as Outlined in Municipal Code Section 2-5.12 (i)
4. Authorize a Professional Services Contract with 3Di in an Amount Not to Exceed \$105,600; and

5. Authorize a Professional Services Contract with Cohn Reznick in an Amount Not to Exceed \$463,700; and
6. Authorize the City Manager to Negotiate and Execute the Final Terms of the Contracts

**2. CONSIDERATION AND APPROVAL OF A RESOLUTION IN SUPPORT OF THE SAFE ROUTES TO SCHOOL PROGRAM**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve resolution 2024-32 in support of the Safe Routes to School program.

**HUMAN RESOURCES**

**3. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING NEW SALARY RANGE FOR THE EXISTING POSITION OF RISK MANAGER AND APPROVING REVISED CLASS SPECIFICATIONS FOR THE POSITIONS OF POLICE OFFICER TRAINEE, POLICE CORPORAL, AND POLICE SERGEANT**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt a Resolution of the City Council of the City of Huntington Park Approving New Salary Range for Existing Position of Risk Manager and Revised Class Specifications for the Positions of Police Officer Trainer, Police Corporal, and Police Sergeant.

**4. CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING A NEW MEMORANDUM OF UNDERSTANDING (MOU) WITH THE HUNTINGTON PARK POLICE OFFICERS ASSOCIATION (POA)**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the New Memorandum of Understanding (MOU) for the period July 1, 2024, through June 30, 2029, with the Huntington Park Police Officers Association (POA); and
2. Adopt Resolution approving and adopting a New Memorandum of Understanding (MOU) with the Huntington Park Police Officers Association; and
3. Approve additional budget appropriation to offset the balance needed for Fiscal Year (FY) 2024-2025 payroll expenditures.

**FINANCE**

**5. CONSIDERATION AND APPROVAL FOR THE RECLASSIFICATION OF EXPENSES AND CHANGING OF FUNDING SOURCE OF CIP PROJECT 2020-03 & THE WATER MASTER PLAN PROJECT FROM WATER & SEWER FUNDS TO AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the reclassification of CIP 2020-03 Cottage Reservoir at Well 15 expenses in the amount of \$1,943,144.66; and
2. Approve the reclassification of the Water Master Plan expenses in the amount of \$56,516.44; and
3. Approve the change of funding source for the Water Master Plan from Funds 681 & 283 to the ARPA Fund, Fund No. 113; and
4. Authorize the Finance Department to conduct the reclassification of expenses from the water and sewer funds to the ARPA fund; and
5. Authorize the City Manager and the Finance Director to execute the change in funding source.

**6. CONSIDERATION AND APPROVAL OF AN INTERAGENCY AGREEMENT BETWEEN THE CITY AND THE PUBLIC WORKS DEPARTMENT**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Interagency Agreement between the City and Public Works Department; and
2. Authorize the City Manager and the Public Works Director to sign the agreement.

**POLICE DEPARTMENT**

**7. DISCUSSION AND/OR POSSIBLE ACTION ON A COMPREHENSIVE ASSESSMENT REGARDING THE IMPLEMENTATION OF POLICE BODY-WORN CAMERA PROGRAM**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Receive and File the report regarding the comprehensive assessment of a Police Body-Worn Camera (BWC) Program; or
2. Direct staff to establish a multidisciplinary workgroup consisting of representatives from Administration, Police Administration, the Police Officers' Association, City Clerk's Office, Human Resources, Information Technology, Finance, and other relevant stakeholders. The workgroup will evaluate the feasibility, operational considerations, and financial impacts of implementing a BWC program and develop a detailed proposal, including recommendations for Council's consideration, to be presented within 60 days; or
3. Authorize staff to initiate procurement and preparation for the implementation of a Police Body-Worn Camera Program, with the goal of deploying the program at the start of the 2025-2026 fiscal year, contingent upon Council's final approval of the implementation plan and associated budgetary allocations.

**8. CONSIDERATION TO ACCEPT THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES – COPS HIRING PROGRAM FISCAL YEAR 23, AWARD NO. 15JCOPS-23-GG-04722-UHPX**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Grant Award, Grant No. 15JCOPS-23-GG-04722-UHPX between the City of Huntington Park and the United States Department of Justice, Office of Community Oriented Policing Services for the reimbursement of funds allocated to the Huntington Park Police Department under the Fiscal Year 2023 COPS Hiring Program; and
2. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, the grant agreement, and documentation.

**9. REVIEW OF THE 2023 MILITARY EQUIPMENT ANNUAL REPORT AND RENEW ORDINANCE NO. 2022-01, APPROVING THE MILITARY EQUIPMENT FUNDING, ACQUISITION AND USE POLICY**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Huntington Park Police Department's 2023 Military Equipment Annual Report; and
2. Renew Ordinance 2022-01, thereby approving the Police Department's Military Equipment funding, acquisition and use policy.

**CITY CLERK**

**10. 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)**

### **CITY MANAGER**

#### **1. CONSIDERATION OF ORDINANCE AMENDING THE HUNTINGTON PARK MUNICIPAL CODE BY ADDING A NEW CHAPTER RELATING TO THE REGULATION OF LOBBYING ACTIVITIES**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Waive the first reading and introduce an ordinance amending the Huntington Park Municipal Code by adding a new chapter relating to the regulation of lobbying activities; and
2. Schedule the second reading and adoption of said ordinance for the next City Council 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, January 6, 2025 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](http://www.hpca.gov) not less than 72 hours prior to the meeting. Dated this 12<sup>th</sup> day of November 2024.



Eduardo Sarmiento, City Clerk



# CONSENT CALENDER

## ITEM 1

## **MINUTES**

Meeting of the  
City of Huntington Park City  
Council Monday, December 2, 2024

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Monday, December 2, 2024, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

**PRESENT:** Council Member(s): Esmeralda Castillo, Jonathan Sanabria (arrived 6:25pm), Eduardo “Eddie” Martinez, Vice Mayor Arturo Flores (arrived at 6:39pm), and Mayor Karina Macias

**ABSENT:** Council Member(s):

**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; Gloria Ramirez City Attorney.

### **INVOCATION**

Mayor Macias led the Invocation.

### **PLEDGE OF ALLEGIANCE**

Councilmember Castillo led the Pledge of Allegiance

### **PRESENTATION(S)**

1. **RECOGNITION OF APACHE’S CARNES AL CARBON 40<sup>TH</sup> ANNIVERSARY**
2. **RECOGNITION OF HALLOWEEN EVENT VOLUNTEERS**
3. **RECOGNITION OF HUNTINGTON PARK HIGH SCHOOL GIRLS VARSITY VOLLEYBALL TEAM**

### **PUBLIC COMMENTS**

- 1) David Sanchez
- 2) Susana Martinez
- 3) Maria De Los Angeles
- 4) Francisco Pimentel
- 5) Augustin Cruz
- 6) Patricia
- 7) Ricardo Gonzales
- 8) Jane Doe

### **STAFF RESPONSE**

Concerned were addressed accordingly to individuals

### **CLOSED SESSION**

RECESS TO CLOSED SESSION at 6:55pm

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

MEETING RECONVENED at 7:10pm

### **CLOSED SESSION ANNOUNCEMENT**

City Attorney Glora Ramirez reported that the record should reflect that all five members of the City Council were present Council Member(s) Castillo, Sanabria, Martinez, Vice Mayor Flores and Mayor Macias were present. The Item in the closed session titled Anticipated Litigation was briefed; no action was taken; nothing to report. The Item in closed session titled Anticipated Litigation was discussed, no further action was taken.

### **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 November 18, 2024

#### **2. CONSIDERATION AND ADOPTION 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. Waive full reading and adopted by title an 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.

### **FINANCE**

### **3. CHECK REGISTERS**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated December 2, 2024

**MOTION:** Councilmember Martinez motioned to approve the item. The motion was seconded by Councilmember Sanabria. Councilmember Castillo and Mayor Macias wanted it noted that they did not initially vote to approve consent Item #2. However, approve of the 2<sup>nd</sup> meeting. The motion was carried out by unanimous consent.

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

**NOES:** Council Member (s): None

**ABSENT:** Council Member(s): None

### **END OF CONSENT CALENDAR**

### **REGULAR AGENDA**

#### **CITY COUNCIL**

#### **1. CONSIDERATION AND ADOPTION OF A RESOLUTION TO AWARD FUNDS RECEIVED FROM TICKET SALES FROM THE 73<sup>RD</sup> HUNTINGTON PARK HOLIDAY PARADE**

**MOTION:** Councilmember Martinez motioned to approve the item. The motion was seconded by Councilmember Sanabria. Mayor Macias noted that she wanted to increase prices next year to increase revenue for Kiwani's Club. Councilmember Sanabria requested that the process of awarding the funds be formalized and potentially split amongst other clubs. The motion was carried out by unanimous consent.

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

**NOES:** Council Member (s): None

**ABSENT:** Council Member(s): None

#### **POLICE DEPARTMENT**

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

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

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

**NOES:** Council Member (s): None

**ABSENT:** Council Member(s): None

**3. APPROVE FY 24-25 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AGREEMENT AND ACCEPT GRANT FUNDING**

**MOTION:** Councilmember Sanabria 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, Sanabria, Martinez, Vice Mayor Flores, and Mayor Macias

**NOES:** Council Member (s): None

**ABSENT:** Council Members (s): None

**COMMUNITY DEVELOPMENT**

**4. CONSIDERATION AND APPROVAL OF RESOLUTION ADOPTING AN AFFORDABLE HOUSING PRIORITY WATER SERVICE POLICY**

**MOTION:** Councilmember Sanabria 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, Sanabria, Martinez, Vice Mayor Flores, and Mayor Macias

**NOES:** Council Member (s): None

**ABSENT:** Council Members (s): None

**5. CONSIDERATION AND APPROVAL OF A RESOLUTION ESTABLISHING AN ENVIRONMENTAL JUSTICE ADVISORY COMMITTEE**

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

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



**NOES:** Council Member (s): None

**ABSENT:** Council Members (s): None

## **PUBLIC WORKS**

**6. AWARD OF PROFESSIONAL SERVICES CONTRACT – ELECTRIC VEHICLE (EV) CHARGING STATION ENGINEERING DESIGN PHASE AT PUBLIC WORKS TO INFRASTRUCTURE ENGINEERS**

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

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

**NOES:** Council Member (s): None

**ABSENT:** Council Members (s): None

**7. CONSIDERATION AND APPROVAL TO SOLICIT REQUESTS FOR PROPOSALS FOR LANDSCAPING SERVICES FOR THE CITY OF HUNTINGTON PARK**

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

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

**NOES:** Council Member (s): None

**ABSENT:** Council Members (s): None

## **FINANCE**

**8. CONSIDERATION AND APPROVAL FOR AUTHORIZATION FOR CITY MANAGER TO ESTABLISH BANKING ACCOUNTS TO WELLS FARGO BANK**

**MOTION:** Councilmember Sanabria motioned to receive and file the item. The motion was seconded by Councilmember Martinez to receive and file the item. Councilmember Flores would like to negotiations occur with other banks soon. The motion was carried out by unanimous consent.

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

**NOES:** Council Member (s): None

**ABSENT:** Council Members (s): None

## **PARKS AND RECREATION**

**9. RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DODGERS DREAMTEAM PROGRAM GRANT FROM THE LOS ANGELES DODGERS FOUNDATION FOR THE 2025 BASEBALL AND SOFTBALL SEASON AT SALT LAKE PARK**

**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, Sanabria, Martinez, Vice Mayor Flores, and Mayor Macias

**NOES:** Council Member (s): None

**ABSENT:** Council Members (s): None

## **CITY CLERK**

**10. COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS**

**MOTION:** No appointments made during Council meeting.

## **PUBLIC HEARING(S)**

## **CITY MANAGER**

**1. CONSIDERATION OF AN ORDINANCE AMENDING THE HUNTINGTON PARK MUNICIPAL CODE BY ADDING A NEW CHAPTER RELATING TO THE REGULATION OF LOBBYING ACTIVITIES**

**MOTION:** Councilmember Sanabria motioned to bring back at the 12/16 council meeting and fix certain language on the ordinance. The motion to pull and bring back to the 12/16 council meeting was second by Vice Mayor Flores. The Motion was carried out by unanimous consent.

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

**NOES:** Council Member (s): None

**ABSENT:** Council Members (s): None

**Public Comment Opened:** 7:52pm

**Public Comment Closed:** 7:52pm

## **DEPARTMENTAL REPORTS**

Parks and Recreation: On 12/5 tree lighting and toy giveaway @ Keller Park. She invited

staff and the community to participate.

City Clerk: Conducted 2<sup>nd</sup> reading of the Ordinance.

Communication: Reported that Line Up of Holiday Parade is done. 12/3 mobile consulate will be in Salt Lake Park for the next 10 days. In addition, there will be a press conference regarding the mobile consulate on 12/3 @11:30am.

### **WRITTEN COMMUNICATIONS**

Valley Vista Complaints

### **COUNCIL COMMUNICATIONS**

Councilmember Castillo: Hoped everyone had a Happy Thanksgiving! And Wished Councilmember Martinez a Happy Birthday and Blessings!

Councilmember Sanabria: Thanked everyone for attending. Hope everyone had a Happy Thanksgiving! He wished Councilmember Martinez a Happy Birthday! And hoped to see everyone at the Tree Lighting Ceremony and at the Christmas Parade.

Councilmember Martinez: Wished Sanabria gets well soon. Hope everyone had a great Thanksgiving! Looking forward to the Tree Lighting Ceremony and Christmas Parade.

Vice Mayor Flores: Wished a Happy Birthday to Martinez. Hope everyone enjoyed their Thanksgiving. Asked the City Manager to look into Transportation Services.

Mayor Macias: Wished congratulations to new assemblymember. Looks forward to working with them.

### **ADJOURNMENT**

Mayor Macias adjourned the meeting in memory of Wallie Shitler @ 8:21 p.m. The next City of Huntington Park City Council meeting will be held on Monday, December 16<sup>th</sup>, 2024, at 6:00 pm.

Respectfully submitted,

  
\_\_\_\_\_  
Eduardo Sarmiento, City Clerk

## ITEM 2

City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
A+ SMOG & AUTO REPAIR, INC.	35370	111-7010-421.43-20	REPAIRS FOR PD UNIT 130	308.15
<b>A+ SMOG &amp; AUTO REPAIR, INC. Total</b>				<b>308.15</b>
ACCURATE STAGING INC.	ASR23-1270	111-9010-419.44-10	HOLIDAY PARADE BLEACHER RENTAL	3,200.00
<b>ACCURATE STAGING INC. Total</b>				<b>3,200.00</b>
ACTIVE NETWORK, LLC	11/18/2024	111-6010-451.56-41	SOFTWARE SERVICES	6,284.25
<b>ACTIVE NETWORK, LLC Total</b>				<b>6,284.25</b>
ADLERHORST INTERNATIONAL LLC	121711	111-7010-421.61-20	K9 SUPPLIES	21.55
<b>ADLERHORST INTERNATIONAL LLC Total</b>				<b>21.55</b>
AIRESPRING INC.	191094441	787-8950-421.74-10	CLOUD INTERNET DEC 2024	1,110.22
<b>AIRESPRING INC. Total</b>				<b>1,110.22</b>
ALADDIN LOCK & KEY SERVICE	34645	111-7010-421.43-20	PD UNIT 1006 REMOTE FOB	301.13
	34647	111-8022-419.43-10	STAMPED KEYS TO BUILDING	28.43
<b>ALADDIN LOCK &amp; KEY SERVICE Total</b>				<b>329.56</b>
ALL AMERICAN ASPHALT	208839	787-8913-499.76-06	SLAUSON CONGESTION RELIEF	1,385,875.86
<b>ALL AMERICAN ASPHALT Total</b>				<b>1,385,875.86</b>
ALVAREZ-GLASMAN & COLVIN	2024-05-21170	111-9031-413.52-30	CLAIM SETTLEMENT	2,484.05
	2024-07-21219	111-9031-413.52-30	CLAIM SETTLEMENT	5,991.30
	2024-08-21220	111-0220-411.32-70	LEGAL SERVICES AUG 2024	9,846.23
	2024-08-21221	111-0220-411.32-70	LEGAL SERVICES AUG 2024	132.00
	2024-08-21222	111-0220-411.32-70	LEGAL SERVICES AUG 2024	646.00
<b>ALVAREZ-GLASMAN &amp; COLVIN Total</b>				<b>19,099.58</b>
AMAZON.COM SERVICES, INC.	14HD-DT3P-11GX	221-8014-429.74-10	PW SUPPLIES	251.80
	17PR-MGMR-4F7F	221-8014-429.74-10	PW SUPPLIES	251.80
	1HG9-NRG3-GK96	111-8020-431.61-20	OFFICE SUPPLIES	50.34
	1NLJ-RDPF-LCDD	111-8020-431.61-20	PW SUPPLIES	306.59
	1PRP-939N-JYV3	111-8020-431.61-20	OFFICE SUPPLIES	157.31
	1QDR-TMPF-4QRN	111-8020-431.43-10	PW SUPPLIES	5.46
	1WH4-TJCN-X9MQ	111-8010-431.74-10	EQUIPMENT FOR REPAIRS	536.46
	1Y6K-19PW-JWMV	111-8020-431.61-20	OFFICE SUPPLIES	30.65
<b>AMAZON.COM SERVICES, INC. Total</b>				<b>1,590.41</b>
AMTECH ELEVATOR SERVICES	151401767584	111-8022-419.56-41	ELEVATOR MAINTENANCE	1,113.27
<b>AMTECH ELEVATOR SERVICES Total</b>				<b>1,113.27</b>
ANTHONY LINARES	11192024	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	125.05

City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
<b>ANTHONY LINARES Total</b>				<b>125.05</b>
<b>ARDON WELDING INC.</b>	<b>1179</b>	111-8020-431.43-10	REPAIRED PW GATE	285.00
<b>ARDON WELDING INC. Total</b>				<b>285.00</b>
<b>AT&amp;T</b>	<b>22634831</b>	111-9010-419.53-10	CREDIT FOR 10/24-11/23/24	(0.14)
	<b>254715586NOV</b>	111-9010-419.53-10	SERVICE 11/23-12/22/2024	123.05
	<b>254715586OCT</b>	111-9010-419.53-10	MONTHLY BILLING	123.05
	<b>254715586SEP</b>	111-9010-419.53-10	SERVICE 9/23-10/22/2024	123.05
	<b>254844269NOV</b>	111-9010-419.53-10	SERVICE 11/28-12/27/2024	112.35
	<b>254844269OCT</b>	111-9010-419.53-10	MONTHLY BILLING	112.35
	<b>254844269SEP</b>	111-9010-419.53-10	SERVICE 9/28-10/27/2024	112.35
	<b>254852700DEC</b>	111-9010-419.53-10	SERVICE 11/21 - 12/20/24	123.05
	<b>254852700NOV</b>	111-9010-419.53-10	SERVICE 10/21 - 11/20/24	123.05
	<b>254852700OCT</b>	111-9010-419.53-10	MONTHLY BILLING	123.05
	<b>254852700SEP</b>	111-9010-419.53-10	SERVICE 8/21-9/20/2024	123.05
	<b>283700443AUG</b>	111-9010-419.53-10	SERVICE 9/1-9/30/2024	117.70
	<b>283700443OCT</b>	111-9010-419.53-10	MONTHLY BILLING	117.70
	<b>283700443SEP</b>	111-9010-419.53-10	SERVICE 10/1-10/31/2024	117.70
	<b>317316997NOV</b>	111-9010-419.53-10	SERVICE 11/22-12/21/24	96.30
	<b>317316997OCT</b>	111-9010-419.53-10	MONTHLY BILLING	96.30
<b>AT&amp;T Total</b>				<b>1,743.96</b>
<b>ATLAS PROTECTION SOLUTIONS</b>	<b>3895</b>	111-6010-466.55-35	HOLIDAY PARADE SECURITY	10,920.00
<b>ATLAS PROTECTION SOLUTIONS Total</b>				<b>10,920.00</b>
<b>AUTO ZONE</b>	<b>4075205318</b>	741-8060-431.43-20	FLEET SUPPLIES PW & PD	68.31
	<b>4075211927</b>	111-7010-421.43-20	PD UNIT 886 REPAIRS	48.11
	<b>4075214373</b>	111-7010-421.43-20	MULTIPLE PD UNIT PARTS	123.47
	<b>4075217640</b>	111-7010-421.43-20	PD UNIT 996 REPAIRS	44.08
	<b>4075218025</b>	741-8060-431.43-20	SHOP SUPPLIES	181.85
	<b>4075219598</b>	111-7010-421.43-20	PARTS FOR PD UNIT 914	24.24
	<b>4075220611</b>	111-7010-421.43-20	PD UNIT 279 SUPPLIES	48.11
	<b>4075228372</b>	111-7010-421.43-20	PARTS FOR PD UNIT 961	42.77
<b>AUTO ZONE Total</b>				<b>580.94</b>
<b>AY NURSERY INC.</b>	<b>12748</b>	535-8090-452.61-20	TREES & BUSHES	581.81
	<b>127141</b>	535-8090-452.61-20	TREES AND MINERALS	1,353.94
<b>AY NURSERY INC. Total</b>				<b>1,935.75</b>
<b>BARR &amp; CLARK INC</b>	<b>63196</b>	242-5070-463.57-38	HOME REPAIR PROGRAM	400.00
	<b>63352</b>	242-5070-463.57-38	HOME REPAIR PROGRAM	400.00
<b>BARR &amp; CLARK INC Total</b>				<b>800.00</b>



City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
BEAR ELECTRICAL SOLUTIONS, INC	24743	221-8014-429.56-41	OCTOBER 2024 SERVICES	6,350.00
<b>BEAR ELECTRICAL SOLUTIONS, INC Total</b>				<b>6,350.00</b>
BG APARTMENTS INVESTORS LP	ERAP-EFORD	239-5280-490.51-05	RENTAL ASSISTANCE APR-JUN	1,947.00
<b>BG APARTMENTS INVESTORS LP Total</b>				<b>1,947.00</b>
BRINK'S INCORPORATED	7068800	111-9010-419.33-10	BILLING PERIOD NOV 2024	388.28
<b>BRINK'S INCORPORATED Total</b>				<b>388.28</b>
BUENROSTRO, MARIA	25245-5358	681-0000-228.70-00	DEPOSIT REFUND	100.00
<b>BUENROSTRO, MARIA Total</b>				<b>100.00</b>
CALIFORNIA FRAME & AXLE	79638	219-8085-431.43-21	TROLLEY REPAIR	790.00
<b>CALIFORNIA FRAME &amp; AXLE Total</b>				<b>790.00</b>
CANNON CORPORATION	90218	681-8030-461.76-11	OCTOBER 2024 SERVICES	79,291.48
<b>CANNON CORPORATION Total</b>				<b>79,291.48</b>
CELICA QUINONES	100724-101024	111-6010-451.59-15	EMPLOYEE REIMBURSEMENT	301.00
<b>CELICA QUINONES Total</b>				<b>301.00</b>
CENTRAL FORD	51538	111-7010-421.43-20	PD UNIT PARTS	475.84
	51683	111-7010-421.43-20	PD UNIT 987 REPAIRS	206.68
	51686	111-7010-421.43-20	PD UNIT 987 REPAIRS	4.41
	51687	111-7010-421.43-20	PD UNIT 987 REPAIRS	93.01
	51690	219-8085-431.43-21	SHUTTLE 001 REPAIRS	1,114.08
	51693	111-7010-421.43-20	PD UNIT PARTS	185.75
	51710	111-7010-421.43-20	PD UNIT 130 REPAIRS	351.19
	51723	741-8060-431.43-20	PD UNIT 353 REPAIRS	1,148.47
	51753	111-7010-421.43-20	PD UNIT PARTS	235.14
	51969	111-7010-421.43-20	PD UNIT 987 PARTS	59.01
	51973	111-7010-421.43-20	PD UNIT 130 REPAIRS	58.79
	52011	111-7010-421.43-20	PD UNIT 968 REPAIRS	100.96
	52031	111-7010-421.43-20	PD UNIT 961 REPAIRS	87.40
	52143	111-7010-421.43-20	PD UNIT 914 PARTS	404.24
	52178	111-7010-421.43-20	PD UNIT 978 PARTS	847.56
	52243	111-7010-421.43-20	PD UNIT 992 PARTS	696.56
	52296	111-7010-421.43-20	PD UNIT 993 PARTS	842.27
<b>CENTRAL FORD Total</b>				<b>6,911.36</b>
CENTRAL SQUARE TECHNOLOGIES LLC	424140	742-9010-419.74-09	ACCESS FEE	15,630.17
<b>CENTRAL SQUARE TECHNOLOGIES LLC Total</b>				<b>15,630.17</b>

City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
CHARTER COMMUNICATIONS	133140081724	111-9010-419.53-10	MONTHLY BILLING	159.97
	17009450111012	111-9010-419.53-10	MONTHLY BILLING	1,999.00
<b>CHARTER COMMUNICATIONS Total</b>				<b>2,158.97</b>
CINTAS CORPORATION NO 3	4211874958	741-8060-431.56-41	PW UNIFORM DRY CLEANING	496.11
	4212735693	741-8060-431.56-41	PW UNIFORM DRY CLEANING	489.64
<b>CINTAS CORPORATION NO 3 Total</b>				<b>985.75</b>
CITY OF HUNTINGTON PARK	CDBG-1	239-5030-463.32-40	IDIS NOTARY FEE	15.00
	HRP-1	242-5070-463.57-38	NOTARY FEE HOME REPAIR PROGRAM	45.00
<b>CITY OF HUNTINGTON PARK Total</b>				<b>60.00</b>
CLINICAL LAB OF SAN BERNARDINO, INC	2401813	681-8030-461.56-41	OCTOBER 2024 SERVICES	1,529.50
<b>CLINICAL LAB OF SAN BERNARDINO, INC Total</b>				<b>1,529.50</b>
CONCENTRA MEDICAL CENTERS	85092530	111-2030-413.56-41	EMPLOYEE PHYSICALS	660.00
<b>CONCENTRA MEDICAL CENTERS Total</b>				<b>660.00</b>
COUNTY OF L.A. DEPT OF PUBLIC WORKS	REPW2411120278	221-8014-429.56-41	MONTHLY BILLING OCT 2024	768.49
<b>COUNTY OF L.A. DEPT OF PUBLIC WORKS Total</b>				<b>768.49</b>
CRAFTWATER ENGINEERING INC	22-058-4	787-8918-499.73-14	MAY 2024 SERVICES	16,884.04
	22-058-9	787-8918-499.73-14	OCTOBER 2024 SERVICES	10,635.84
<b>CRAFTWATER ENGINEERING INC Total</b>				<b>27,519.88</b>
CROWN CASTLE FIBER LLC	1706150	787-8915-499.56-41	BILLING PERIOD DEC 2024	16,200.00
<b>CROWN CASTLE FIBER LLC Total</b>				<b>16,200.00</b>
CYNTHIA NORZAGARAY	100724-101024	111-6010-451.59-15	EMPLOYEE REIMBURSEMENT	301.00
<b>CYNTHIA NORZAGARAY Total</b>				<b>301.00</b>
DATAPROSE, INC.	DP2405100	681-3022-415.53-20	OCTOBER 2024 BILLING	3,789.77
<b>DATAPROSE, INC. Total</b>				<b>3,789.77</b>
DAY WIRELESS SYSTEMS	INV852296	111-7010-421.74-10	PD RADIO REPAIR	262.50
	INV852302	111-7010-421.74-10	PD RADIO REPAIR	262.50
<b>DAY WIRELESS SYSTEMS Total</b>				<b>525.00</b>
DBA LETNER ROOFING CO	67518	787-0000-206.00-00	ROOF REPAIRS NOV 2024	(307.74)
		787-9050-499.73-10	ROOF REPAIRS NOV 2024	6,154.73
	67519	787-0000-206.00-00	RETENTION RELEASE	102,556.71
<b>DBA LETNER ROOFING CO Total</b>				<b>108,403.70</b>

City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
DEBRA BOUDREAU	2000045.002	111-0000-228.20-00	DEPOSIT REFUND	500.00
<b>DEBRA BOUDREAU Total</b>				<b>500.00</b>
DELTA DENTAL	BE006329789	111-0000-217.50-20	DPO BENEFITS DEC 2024	7,214.65
<b>DELTA DENTAL Total</b>				<b>7,214.65</b>
DENISE PARRA	11132024	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	165.49
<b>DENISE PARRA Total</b>				<b>165.49</b>
DEPARTMENT OF ANIMAL CARE & CONTROL	11252024	111-7010-421.56-41	OCTOBER 2024 SERVICES	34,006.28
<b>DEPARTMENT OF ANIMAL CARE &amp; CONTROL Total</b>				<b>34,006.28</b>
DEPARTMENT OF INDUSTRIAL RELATIONS	OSIP 72280	111-9030-413.52-30	ASSESSMENT FOR FISCAL YEAR	17,981.90
<b>DEPARTMENT OF INDUSTRIAL RELATIONS Total</b>				<b>17,981.90</b>
E SOURCE COMPANIES LLC	12636	681-8030-461.56-41	WATER AUDIT	2,700.00
<b>E SOURCE COMPANIES LLC Total</b>				<b>2,700.00</b>
EWING IRRIGATION PRODUCTS, INC.	24134710	535-8090-452.74-10	EMERGENCY REPAIRS	173.54
	24185291	535-8090-452.43-20	PARKS SPRINKLER REPAIR	4,337.15
<b>EWING IRRIGATION PRODUCTS, INC. Total</b>				<b>4,510.69</b>
EXPRESS TRANSPORTATION SERVICES LLC	HPE12012024	111-0000-362.20-15	AUGUST FAIR COLLECTION	(1,539.00)
			HOURLY RATE CALCULATON	(5,424.00)
			PROPERTY LEASE	(2,000.00)
			VEHICLE LEASE	(500.00)
		219-0000-340.30-00	FARES	(1,120.00)
		219-8085-431.56-43	NOVEMBER 2024 SERVICES	77,160.00
		220-8085-431.56-43	NOVEMBER 2024 SERVICES	38,580.00
<b>EXPRESS TRANSPORTATION SERVICES LLC Total</b>				<b>105,157.00</b>
F.S.O.C. LLC	2160	111-7010-421.61-70	PD SUPPLIES	2,462.60
<b>F.S.O.C. LLC Total</b>				<b>2,462.60</b>
FAIR HOUSING FOUNDATION	110524	239-5210-463.57-87	FAIR HOUSING SERVICES	1,594.49
<b>FAIR HOUSING FOUNDATION Total</b>				<b>1,594.49</b>
FEDEX	8-690-86207	111-7010-421.61-20	EXPRESS SERVICE	7.71
<b>FEDEX Total</b>				<b>7.71</b>
FERGUSON ENTERPRISES INC	4910147	111-8023-451.43-10	MATERIALS FOR REPAIRS	513.35
	4916766	111-8020-431.43-10	MATERIALS FOR REPAIRS	267.83

City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
FERGUSON ENTERPRISES INC	4919072	111-8023-451.43-10	MATERIALS FOR REPAIRS	71.57
	4933989	111-8020-431.43-10	MATERIALS FOR REPAIRS	644.50
	4936182	111-8020-431.43-10	MATERIALS FOR REPAIRS	466.80
	4943835	111-8023-451.43-10	MATERIALS FOR REPAIRS	136.57
FERGUSON ENTERPRISES INC Total				2,100.62
FOOD ACCESS LA	6282024	111-6010-466.55-45	NUTRITION PROGRAM	(3,090.00)
FOOD ACCESS LA Total				(3,090.00)
GALLS LLC	26692878	111-7010-421.61-20	CREDIT MEMO	(156.50)
	29713135	111-7010-421.61-20	PD HOLIDAY PARADE UNIFORMS	1,212.70
GALLS LLC Total				1,056.20
GEORGE CHEVROLET	179143 CVW	111-7010-421.43-20	REPAIRS ON PD UNIT 270	136.25
	180109 CVW	111-7010-421.43-20	REPAIRS FOR PD UNIT 886	223.31
	180129 CVW	111-7010-421.43-20	TAILGATE COVER PD UNIT #277	153.11
GEORGE CHEVROLET Total				512.67
GOODIES UNIFORMS	19179	111-7010-421.61-20	PD UNIFORMS & SUPPLIES	2,127.33
GOODIES UNIFORMS Total				2,127.33
GOVERNMENT STAFFING SERVICES, INC	130505	111-3010-415.56-41	LABOR INVOICE	3,400.00
GOVERNMENT STAFFING SERVICES, INC Total				3,400.00
HAJOCA CORPORATION	S173203373.001	111-8022-419.43-10	SUPPLIES FOR CITY HALL	303.71
	S173216206.001	111-8024-421.43-10	MATERIALS FOR REPAIRS	152.96
HAJOCA CORPORATION Total				456.67
HASA, INC.	1005268	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL #15	427.31
	1005269	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL #18	458.80
	1006412	681-8030-461.41-00	SUPPLIES FOR WELL #15	270.63
	1006413	681-8030-461.41-00	SUPPLIES FOR WELL #18	215.06
	1007287	681-8030-461.41-00	SUPPLIES FOR WELL #17	427.31
	1007291	681-8030-461.41-00	SUPPLIES FOR WELL #12	512.78
	1007292	681-8030-461.41-00	SUPPLIES FOR WELL #15	256.39
HASA, INC. Total				2,568.28
HEALTH AND HUMAN RESOURCE CENTER	E0333394	111-0000-217.50-60	EMPLOYEE WELLNESS JAN 2025	267.30
HEALTH AND HUMAN RESOURCE CENTER Total				267.30
HINDERLITER DE LLAMAS & ASSOCIATES	SIN044941	111-9010-419.56-41	OCT - DEC 2024 SERVICES	1,231.19
HINDERLITER DE LLAMAS & ASSOCIATES Total				1,231.19

City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
IBE DIGITAL	37918142	111-9010-419.44-10	KONICA BIZHUB	3,745.77
IBE DIGITAL Total				3,745.77
INFRASTRUCTURE ENGINEERS	457087	111-5010-419.56-41	SEPTEMBER 2024 SERVICES	52,381.50
	458133	111-5010-419.56-41	OCTOBER 2024 SERVICES	26,826.72
	460364	111-8080-431.56-62	OCTOBER 2024 SERVICES	33,810.00
		221-8010-431.56-41	OCTOBER 2024 SERVICES	13,632.00
	460370	111-5010-419.56-41	OCTOBER 2024 SERVICES	63,563.50
	462346	202-8080-431.76-23	OCTOBER 2024 SERVICES	2,626.00
INFRASTRUCTURE ENGINEERS Total				192,839.72
INNER CITY VISIONS	1033	239-5210-463.56-41	HOMELESS OUTREACH JUL 24	9,346.74
	1034	239-5210-463.56-41	HOMELESS OUTREACH AUG 24	12,154.44
	1036	239-5210-463.56-41	HOMELESS OUTREACH OCT 24	10,246.74
INNER CITY VISIONS Total				31,747.92
INTERNATIONAL LEAGUE OF CITIES	00922-336C	111-0210-413.64-00	ANNUAL RENEWAL	250.00
INTERNATIONAL LEAGUE OF CITIES Total				250.00
JACOB TERZOLI	1	111-7010-421.56-41	RECRUITMENT VIDEO	800.00
JACOB TERZOLI Total				800.00
JERRY'S AUTO BODY, INC.	33305	111-7010-421.43-20	PD UNIT 997 REPAIRS	1,979.01
	33306	111-7010-421.43-20	PD UNIT 997 REPAIRS	2,857.48
	33312	111-7010-421.43-20	PD UNIT 974 REPAIRS	1,314.38
	33315	111-7010-421.43-20	PD UNIT 974 REPAIRS	3,131.76
	33319	111-7010-421.43-20	PD UNIT 983 REPAIRS	6,451.26
	33323	111-7010-421.43-20	PD UNIT 918 REPAIRS	740.43
	33328	111-7010-421.43-20	PD UNIT 1005 REPAIRS	1,842.03
	33339	111-7010-421.43-20	PD UNIT 955 REPAIRS	1,104.34
	33340	111-7010-421.43-20	PD UNIT 965 REPAIRS	1,984.67
JERRY'S AUTO BODY, INC. Total				21,405.36
JESSICA BRUNICK	11132024	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	286.09
JESSICA BRUNICK Total				286.09
JOEL GORDILLO	JG202411	111-1010-411.56-41	MEDIA TECH SERVICES	1,650.00
JOEL GORDILLO Total				1,650.00
JOSEPH H. LOPEZ	11132024	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	252.86
JOSEPH H. LOPEZ Total				252.86
JUAN GARIBAY	11142024	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	300.70

City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
JUAN GARIBAY Total				300.70
JUAN LLAMAS	7019STAFFORDAV	285-0000-228.75-00	TRASH REMOVAL	270.00
JUAN LLAMAS Total				270.00
JXTRA ENTERTAINMENT	76	111-6020-451.56-41	EVENT DJ	480.00
JXTRA ENTERTAINMENT Total				480.00
KIMBALL MIDWEST	102789734	741-8060-431.43-20	CREDIT FOR SHOP SUPPLIES	(138.23)
	102789769	741-8060-431.43-20	CREDIT FOR SHOP SUPPLIES	(138.23)
	102791921	741-8060-431.43-20	SHOP SUPPLIES	520.94
	102791944	741-8060-431.43-20	SHOP SUPPLIES	196.47
	102791984	741-8060-431.43-20	SHOP SUPPLIES	70.01
	102792011	741-8060-431.43-20	SHOP SUPPLIES	551.18
	102792475	741-8060-431.43-20	SHOP SUPPLIES	520.19
	102828039	741-8060-431.43-20	SHOP SUPPLIES	545.36
KIMBALL MIDWEST Total				2,127.69
LA COUNTY SHERIFF'S DEPT	251088BL	111-7010-421.56-41	INMATE MEALS OCTOBER 2024	994.02
LA COUNTY SHERIFF'S DEPT Total				994.02
LADAYU CONSULTING GROUP	11	787-8913-499.76-06	CM&I OCTOBER 2024 SERVICE	52,236.00
	12-CIP2019-02	787-8913-499.76-06	NOVEMBER 2024 SERVICES	43,426.50
LADAYU CONSULTING GROUP Total				95,662.50
LANCE ORNELAS	1152024	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	162.81
LANCE ORNELAS Total				162.81
LB JOHNSON HARDWARE CO.	135134	111-8023-451.43-10	PARK BUILDING REPAIRS	126.51
	135138	111-8023-451.43-10	PARK BUILDING REPAIRS	81.76
	135139	111-8023-451.43-10	PARK BUILDING REPAIRS	12.26
	135148	111-8023-451.43-10	PARK BUILDING REPAIRS	4.37
	135172	221-8010-431.61-21	CONCRETE SIDEWALK REPAIRS	50.57
	135175	221-8010-431.61-21	CONCRETE SIDEWALK REPAIRS	5.17
	135209	111-8020-431.43-10	MATERIALS FOR PD & PW	78.82
	135217	111-8024-421.43-10	MATERIALS FOR PD & PW	77.00
	135229	111-8010-431.61-20	MATERIALS FOR SIDEWALK	8.97
	135237	111-8024-421.43-10	MATERIALS FOR PD REPAIRS	27.35
	135239	535-8090-452.74-10	MATERIALS FOR CITY REPAIR	456.74
LB JOHNSON HARDWARE CO. Total				929.52
LIEBERT CASSIDY WHITMORE	279732	111-0220-411.32-70	LEGAL SERVICES OCT 2024	633.50
	280860	111-0220-411.32-70	LEGAL SERVICES OCT 2024	2,872.50



City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
LIEBERT CASSIDY WHITMORE	280874	111-0220-411.32-70	LEGAL SERVICES OCT 2024	11,506.95
<b>LIEBERT CASSIDY WHITMORE Total</b>				<b>15,012.95</b>
LONG BEACH BMW	267210	111-7010-421.43-20	PARTS FOR PD UNIT #782	564.91
	267211	111-7010-421.43-20	PD UNIT 782 REPAIR	1,448.43
<b>LONG BEACH BMW Total</b>				<b>2,013.34</b>
MACKEY INDUSTRIAL REPAIR	6941	535-8090-452.74-10	KELLER PARK REPAIR	1,900.00
<b>MACKEY INDUSTRIAL REPAIR Total</b>				<b>1,900.00</b>
MARISOL NIETO	10724	111-2030-413.61-20	MEETING SUPPLIES	50.00
<b>MARISOL NIETO Total</b>				<b>50.00</b>
MATTHEW RINCON	11142024	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	259.35
<b>MATTHEW RINCON Total</b>				<b>259.35</b>
MC GEE, LERER & ASSOCIATES	12052024	111-0000-342.10-30	WITNESS FEE REIMBURSEMENT	275.00
<b>MC GEE, LERER &amp; ASSOCIATES Total</b>				<b>275.00</b>
MIGUEL FUENTES	11132024	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	32.16
<b>MIGUEL FUENTES Total</b>				<b>32.16</b>
MOTOROLA SOLUTIONS, INC	8282032427	111-7010-421.74-10	PD SUPPLIES	295.16
	8282032543	111-7010-421.73-10	PD SUPPLIES	10,617.14
	8282032867	111-7010-421.74-10	PD SUPPLIES	315.17
	8282033512	111-7010-421.74-10	PD SUPPLIES	654.59
<b>MOTOROLA SOLUTIONS, INC Total</b>				<b>11,882.06</b>
MR. HOSE INC.	248874	741-8060-431.43-20	PW SHOP SUPPLIES	358.07
<b>MR. HOSE INC. Total</b>				<b>358.07</b>
MUNICIPAL WASTE SOLUTIONS	130	285-8050-432.56-41	BILLING PERIOD OCTOBER 24	7,845.00
<b>MUNICIPAL WASTE SOLUTIONS Total</b>				<b>7,845.00</b>
MYERS AND SONS HI-WAY SAFETY, INC	164679	221-8012-429.61-20	BARRICADES	1,015.17
	164837	221-8012-429.61-20	DELINEATORS	2,761.48
<b>MYERS AND SONS HI-WAY SAFETY, INC Total</b>				<b>3,776.65</b>
NACHO'S LOCK & KEY SERVICE LLC	19507	111-8022-419.43-10	SERVICE CALL	575.80
	19548	111-7010-421.73-10	PD DOOR REPLACEMENT & INSTALLATION	1,100.00
<b>NACHO'S LOCK &amp; KEY SERVICE LLC Total</b>				<b>1,675.80</b>
NAPA AUTO PARTS	369734	741-8060-431.43-20	PARTS FOR PW UNIT #199	182.31

City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
NAPA AUTO PARTS	632648	741-8060-431.43-20	CREDIT	(13.35)
	641863	741-8060-431.43-20	PARTS FOR PW UNIT#199	75.52
<b>NAPA AUTO PARTS Total</b>				<b>244.48</b>
NEW CHEF FASHION INC.	1089287	111-7010-421.61-20	PD UNIFORM POLO SHIRTS	121.25
	1089702	111-7010-421.61-20	PD UNIFORM POLO SHIRTS	99.20
<b>NEW CHEF FASHION INC. Total</b>				<b>220.45</b>
NICANOR PACHECO	11132024	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	22.51
<b>NICANOR PACHECO Total</b>				<b>22.51</b>
NICHOLS CONSULTING ENGINEERS, CHTD	966053009	787-8916-499.76-12	STREET ENHANCEMENT NOV 24	1,802.50
<b>NICHOLS CONSULTING ENGINEERS, CHTD Total</b>				<b>1,802.50</b>
NICK ALEXANDER RESTORATION	170	219-8085-431.43-21	SHUTTLE 002 REPAIRS	350.00
	174	219-8085-431.43-21	PD UNIT #968 PART	350.00
<b>NICK ALEXANDER RESTORATION Total</b>				<b>700.00</b>
NICOLAS DE LA O	11142024	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	259.35
<b>NICOLAS DE LA O Total</b>				<b>259.35</b>
NORM REEVES FORD SUPERSTORE	128393	111-7010-421.43-20	PD UNIT 978 REPAIRS	3,626.92
<b>NORM REEVES FORD SUPERSTORE Total</b>				<b>3,626.92</b>
O'REILLY AUTO PARTS	2959-174874	111-7010-421.43-20	REPAIRS FOR PD UNIT 954	83.77
	2959-177250	741-8060-431.43-20	PW SUPPLIES	262.24
	2959-177278	741-8060-431.43-20	PW SUPPLIES	376.86
	2959-177305	111-7010-421.43-20	REPAIRS FOR PD UNIT 130	209.15
	2959-177362	741-8060-431.43-20	PW SUPPLIES RETURN	(262.24)
	2959-177741	741-8060-431.43-20	PW SUPPLIES	698.09
	2959-177875	741-8060-431.43-20	PW SUPPLIES RETURN	(87.48)
	2959-178503	111-7010-421.43-20	REPAIRS FOR PD UNIT 130	175.30
	2959-178541	111-7010-421.43-20	CREDIT FOR PD UNIT#130	(209.15)
	2959-178615	111-7010-421.43-20	REPAIRS FOR PD UNIT 130	20.83
	2959-180499	535-8090-452.74-10	FITNESS EQUIPMENT	240.24
	2959-180990	111-7010-421.43-20	PARTS FOR PD UNIT #92	217.14
	2959-181595	741-8060-431.43-20	PW UNIT#352 SUPPLIES	231.53
<b>O'REILLY AUTO PARTS Total</b>				<b>1,956.28</b>
PACIFICA SERVICES INC.	346-34	239-5210-463.73-05	ADA OCTOBER 2024 SERVICES	130.00
<b>PACIFICA SERVICES INC. Total</b>				<b>130.00</b>
PARS	56848	111-9010-419.56-41	PARS FEES DEC 2024	2,768.46

City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
<b>PARS Total</b>				<b>2,768.46</b>
PERFORMANCE NURSERY	268111	535-8090-452.61-20	TREES/BUSHES FOR PARKS	1,010.58
	268150	535-8090-452.61-20	TREES/BUSHES FOR PARKS	884.71
	268392	535-8090-452.61-20	TREES/BUSHES FOR PARKS	974.44
<b>PERFORMANCE NURSERY Total</b>				<b>2,869.73</b>
PITNEY BOWES GLOBAL FINANCIAL	1026447427	111-9010-419.53-20	RED INK CARTRIDGE	146.40
	3106937007	111-9010-419.53-20	DIGITAL MAILING SYSTEM	573.19
<b>PITNEY BOWES GLOBAL FINANCIAL Total</b>				<b>719.59</b>
PREFERRED IMPRESSIONS INC	27497	111-7010-421.43-20	SWAT VEHICLE GRAPHICS	904.31
	27516	111-7010-421.43-20	PD UNIT 900 & 918 GRAPHICS	1,011.50
	27569	111-7010-421.43-20	PD UNIT 997 & 1005 GRAPHICS	956.38
<b>PREFERRED IMPRESSIONS INC Total</b>				<b>2,872.19</b>
QDOXS	IN63699	111-8020-431.61-20	XEROX FOR 11/18-12/17/24	40.64
		285-8050-432.43-05	XEROX FOR 11/18-12/17/24	40.64
		681-8030-461.43-05	XEROX FOR 11/18-12/17/24	40.65
<b>QDOXS Total</b>				<b>121.93</b>
R & A TANK TECHNOLOGIES LLC	113124-14	741-8060-431.43-20	MONTHLY INSPECTION NOV 2024	175.00
<b>R &amp; A TANK TECHNOLOGIES LLC Total</b>				<b>175.00</b>
ROBERT HALF INC	64177142	111-2030-413.11-00	LABOR INVOICE	4,284.00
	64208132	111-2030-413.11-00	LABOR INVOICE	3,672.00
	64251162	111-3010-415.56-41	LABOR INVOICE	1,565.96
	64314203	111-2030-413.11-00	LABOR INVOICE	4,896.00
	64355873	111-3010-415.56-41	LABOR INVOICE	4,725.00
	64359985	111-2030-413.11-00	LABOR INVOICE	6,732.00
	64395538	111-3010-415.56-41	LABOR INVOICE	3,937.50
<b>ROBERT HALF INC Total</b>				<b>29,812.46</b>
SC FUELS	IN-0000623947	741-8060-431.62-30	CITY VEHICLES FUEL	23,324.73
<b>SC FUELS Total</b>				<b>23,324.73</b>
SINATRA UNIFORM, INC	SU13545	111-7010-421.61-20	PD UNIFORMS	153.23
	SU13554	111-7010-421.61-20	PD UNIFORMS	49.28
<b>SINATRA UNIFORM, INC Total</b>				<b>202.51</b>
SMART & FINAL	3192200019001	111-7010-421.61-20	MEET YOUR POLICE SUPPLIES	58.36
<b>SMART &amp; FINAL Total</b>				<b>58.36</b>

City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
SO. CAL TIRE RECYCLE INC	1365	741-8060-431.43-20	RECYCLED TIRE FEES	1,854.00
	2642	741-8060-431.43-20	RECYCLED TIRE FEES	1,905.00
<b>SO. CAL TIRE RECYCLE INC Total</b>				<b>3,759.00</b>
SOCALGAS	06992272119AUG	111-9010-419.62-10	MONTHLY BILLING	888.38
	06992272119DEC	111-9010-419.62-10	MONTHLY BILLING	1,926.32
	06992272119JUL	111-9010-419.62-10	MONTHLY BILLING	1,280.57
	06992272119JUN	111-9010-419.62-10	MONTHLY BILLING	1,768.67
	06992272119NOV	111-9010-419.62-10	MONTHLY BILLING	1,210.39
	06992272119OCT	111-9010-419.62-10	MONTHLY BILLING	1,083.02
	06992272119SEP	111-9010-419.62-10	MONTHLY BILLING	899.16
<b>SOCALGAS Total</b>				<b>9,056.51</b>
SOUTHERN CALIFORNIA EDISON	600000505218AUG	111-9010-419.62-10	AUTOPAY 6/18-7/18/24	5,326.59
	600000505218NOV	111-9010-419.62-10	AUTOPAY 9/18-10/16/24	4,975.89
	600000505218OCT	111-9010-419.62-10	AUTOPAY 8/19-9/17/24	4,589.48
	600000505218SEPT	111-9010-419.62-10	AUTOPAY 7/19-8/18/24	5,113.85
	600001001332AUG	111-9010-419.62-10	AUTOPAY 6/03 -7/01/24	32,647.09
	600001001332NOV	111-9010-419.62-10	AUTOPAY 9/3 - 10/25/24	30,973.66
	600001001332OCT	111-9010-419.62-10	AUTOPAY 7/31 - 8/28/24	34,775.26
	600001001332SEPT	111-9010-419.62-10	AUTOPAY7/01 -7/31/24	34,350.18
	700045219727AUG	111-9010-419.62-10	AUTOPAY 7/8 -8/5/24	14,760.71
	700045219727NOV	111-9010-419.62-10	AUTOPAY 10/4-11/03/24	8,716.78
	700045219727OCT	111-9010-419.62-10	AUTOPAY 9/5-10/03/24	13,008.46
	700045219727SEPT	111-9010-419.62-10	AUTOPAY 8/6-9/4/24	15,817.47
	700116911821AUG	111-9010-419.62-10	MONTHLY BILLING	1,985.25
	700116911821DEC	111-9010-419.62-10	MONTHLY BILLING	4,918.06
	700116911821NOV	111-9010-419.62-10	MONTHLY BILLING	4,708.62
	700116911821OCT	111-9010-419.62-10	MONTHLY BILLING	9,167.21
	700116911821SEPT	111-9010-419.62-10	MONTHLY BILLING	3,538.65
	700131643996AUG	111-9010-419.62-10	SERVICE 7/03-8/04/2024	464.51
	700131643996NOV	111-9010-419.62-10	SERVICE 10/3-10/31/2024	416.38
	700131643996OCT	111-9010-419.62-10	AUTOPAY 9/4-10/02/24	99.80
	700131643996SEPT	111-9010-419.62-10	AUTOPAY 8/5-9/3/24	414.97
	700226975697AUG	111-9010-419.62-10	AUTOPAY 7/3-8/4/24	66.33
	700226975697NOV	111-9010-419.62-10	AUTOPAY 10/3-10/31/24	58.56
	700226975697OCT	111-9010-419.62-10	AUTOPAY 9/4-10/2/24	(16.13)
	700226975697SEPT	111-9010-419.62-10	AUTOPAY 8/5-9/03/24	69.96
	700330421450AUG	111-9010-419.62-10	SERVICE 7/26-8/25/2024	53.21
	700330421450JUL	111-9010-419.62-10	AUTOPAY 6/25 - 7/25/24	51.07
	700330421450OCT	111-9010-419.62-10	AUTOPAY 9/25-10/23/24	59.64
	700330421450SEPT	111-9010-419.62-10	AUTOPAY 8/26 - 9/24/24	55.69
	700350430934AUG	111-9010-419.62-10	AUTOPAY MAY, JUN JUL 2024	63,460.04

City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
SOUTHERN CALIFORNIA EDISON	700350430934NOV	111-9010-419.62-10	AUTOPAY SEP & OCT 2024	39,458.92
	700350430934OCT	111-9010-419.62-10	AUTOPAY AUG & SEP 2024	39,213.96
	700350430934SEPT	111-9010-419.62-10	AUTOPAY JUL & AUG 2024	52,016.67
	700375713073AUG	111-9010-419.62-10	AUTOPAY 7/8-8/5/24	78.16
	700375713073NOV	111-9010-419.62-10	AUTOPAY 10/4-11/3/24	82.23
	700375713073OCT	111-9010-419.62-10	SERVICE 9/5-10/3/2024	77.85
	700375713073SEPT	111-9010-419.62-10	AUTOPAY 8/6-9/4/24	80.56
	700544129426NOV	111-9010-419.62-10	AUTOPAY 9/17-10/15/24	8,384.44
	700544129426OCT	111-9010-419.62-10	AUTOPAY 8/16-9/16/24	11,490.84
	700568462884AUG	111-9010-419.62-10	AUTOPAY 7/18-8/15/24	2,918.30
			MONTHLY BILLING	3,050.78
	700568462884DEC	111-9010-419.62-10	MONTHLY BILLING	1,798.33
	700568462884NOV	111-9010-419.62-10	AUTOPAY 10/16-11/14/24	1,798.33
			MONTHLY BILLING	2,044.36
	700568462884OCT	111-9010-419.62-10	AUTOPAY 9/17-10/15/24	2,044.36
			MONTHLY BILLING	3,011.36
	700568462884SEPT	111-9010-419.62-10	AUTOPAY 8/16-9/16/24	3,011.36
			MONTHLY BILLING	2,918.30
	700777363296AUG	111-9010-419.62-10	AUTOPAY 7/10-8/7/24	96.16
	700777363296NOV	111-9010-419.62-10	AUTOPAY 10/8-11/05/24	95.49
	700777363296OCT	111-9010-419.62-10	AUTOPAY 9/9-10/7/24	96.13
	700777363296SEPT	111-9010-419.62-10	AUTOPAY 8/8-9/8-24	106.22
SOUTHERN CALIFORNIA EDISON Total				468,500.35
SOUTHERN CALIFORNIA NEWS GROUP	5007732	111-1010-411.54-00	CREDIT	(186.65)
SOUTHERN CALIFORNIA NEWS GROUP Total				(186.65)
SPARKLETTS	15142085 11282	111-9010-419.61-20	DRINKING WATER	1,092.08
SPARKLETTS Total				1,092.08
STANDARD INSURANCE COMPANY	3789170001	111-0000-217.50-70	MONTHLY PREMIUM DEC 2024	8,004.76
	3789170002	111-0000-217.50-70	MONTHLY PREMIUM DEC 2024	1,257.43
STANDARD INSURANCE COMPANY Total				9,262.19
STAR2STAR COMMUNICATIONS LLC	SUBC00014277	111-9010-419.53-10	MONTHLY FEE DEC 2024	10,791.87
STAR2STAR COMMUNICATIONS LLC Total				10,791.87
T2 SYSTEMS CANADA INC.	IRIS0000142274	111-5055-419.56-41	DECEMBER 2024 SERVICES	2,370.00
T2 SYSTEMS CANADA INC. Total				2,370.00
TA PRODUCTION LLC	1	111-7010-421.56-41	PD RECRUITMENT VIDEO	2,250.00
TA PRODUCTION LLC Total				2,250.00

City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
TERRA MARKETING PLATFORMS LLC	121424-2	111-6010-466.55-35	HOLIDAY PARADE 2024	6,000.00
<b>TERRA MARKETING PLATFORMS LLC Total</b>				<b>6,000.00</b>
TERRENCE WILLIE	11142024	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	259.35
<b>TERRENCE WILLIE Total</b>				<b>259.35</b>
T-MOBILE USA	11212024	111-9010-419.53-10	PW PHONE SERVICE 10/21-11/20	5,172.78
<b>T-MOBILE USA Total</b>				<b>5,172.78</b>
TREEPEOPLE INC.	8	787-8928-499.56-41	URBAN FOREST JUL-SEPT 24	19,185.06
<b>TREEPEOPLE INC. Total</b>				<b>19,185.06</b>
TRIANGLE SPORTS	43089	111-6030-451.61-35	YOUTH SPORTS SUPPLIES	867.24
<b>TRIANGLE SPORTS Total</b>				<b>867.24</b>
TYLER TECHNOLOGIES, INC.	045-494552	787-8951-419.43-15	IMP SERVICES	7,400.00
<b>TYLER TECHNOLOGIES, INC. Total</b>				<b>7,400.00</b>
U.S. BANK EQUIPMENT FINANCE	543701536	111-9010-419.44-10	NOVEMBER 2024 SERVICES	2,465.40
<b>U.S. BANK EQUIPMENT FINANCE Total</b>				<b>2,465.40</b>
UNDERGROUND SERVICE ALERT OF SO CAL	1120240143	221-8014-429.56-41	MONTHLY BILLING NOV 2024	237.55
	24-251627	221-8014-429.56-41	MONTHLY BILLING NOV 2024	106.39
<b>UNDERGROUND SERVICE ALERT OF SO CAL Total</b>				<b>343.94</b>
UNITED INDUSTRIES	235801	111-8095-431.61-50	PW SUPPLIES	142.75
<b>UNITED INDUSTRIES Total</b>				<b>142.75</b>
VALLEY ALARM	1236347	111-8020-431.56-41	FIRE & SECURITY ALARM	665.34
		111-8022-419.56-41	FIRE & SECURITY ALARM	665.33
		111-8023-451.56-41	FIRE & SECURITY ALARM	715.28
<b>VALLEY ALARM Total</b>				<b>2,045.95</b>
VISION SERVICE PLAN-CA	821700616	111-0000-217.50-30	MONTHLY SERVICE DEC 2024	3,696.06
<b>VISION SERVICE PLAN-CA Total</b>				<b>3,696.06</b>
VULCAN MATERIALS COMPANY	2281625	221-8010-431.61-21	HOT ASPHALT	483.99
	2282291	221-8010-431.61-21	HOT ASPHALT	197.10
	2282511	221-8010-431.61-21	HOT ASPHALT	485.17
	2282610	221-8010-431.61-21	HOT ASPHALT	394.20
<b>VULCAN MATERIALS COMPANY Total</b>				<b>1,560.46</b>
W VALET PARKING SERVICE CORP	25997	111-0000-321.10-00	BUSINESS LICENSE REFUND	60.00

City of Huntington Park  
Demand Register  
December 16, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
W VALET PARKING SERVICE CORP	25997	111-0000-321.10-20	BUSINESS LICENSE REFUND	75.00
		111-0000-321.10-30	BUSINESS LICENSE REFUND	4.00
<b>W VALET PARKING SERVICE CORP Total</b>				<b>139.00</b>
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA	9302024	681-8030-461.41-00	MONTH ENDING 9/30/2024	102,974.68
<b>WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA Total</b>				<b>102,974.68</b>
WE ARCHITECTS	INV-2179	787-8937-499.73-10	NOVEMBER 2024 SERVICES	22,960.00
<b>WE ARCHITECTS Total</b>				<b>22,960.00</b>
WESTCHESTER MEDICAL GROUP	CH139-0342	111-2030-413.56-41	PD TESTING 02/15/2024	630.00
<b>WESTCHESTER MEDICAL GROUP Total</b>				<b>630.00</b>
WHITTIER FERTILIZER CO.	417627	535-8090-452.74-10	MATERIALS FOR PARKS	688.50
	418074	535-8090-452.74-10	MATERIALS FOR PARKS	449.82
<b>WHITTIER FERTILIZER CO. Total</b>				<b>1,138.32</b>
XEROX FINANCIAL SERVICES	6527393	111-8020-431.61-20	BILLING 11/17/24-12/16/24	59.99
		285-8050-432.43-05	BILLING 11/17/24-12/16/24	59.98
		681-8030-461.43-05	BILLING 11/17/24-12/16/24	59.99
<b>XEROX FINANCIAL SERVICES Total</b>				<b>179.96</b>
YHC AUTO UPHOLSTERY INC	1517	111-7010-421.43-20	UPHOLSTERY FOR PD UNIT961	350.00
	1518	111-7010-421.43-20	UPHOLSTERY FOR PD UNIT961	200.00
	1754	111-7010-421.43-20	UPHOLSTERY FOR PD UNIT989	350.00
<b>YHC AUTO UPHOLSTERY INC Total</b>				<b>900.00</b>
<b>Grand Total</b>				<b>3,052,695.06</b>

# **REGULAR AGENDA**



## ITEM 1



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

December 16, 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 A CONTRACT WITH 3Di AND COHN REZNICK TO PROVIDE SOFTWARE AND STAFFING SERVICES FOR RENT STABILIZATION PROGRAMS**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Authorize funding in the amount of \$750,000 from the General Fund Account for the implementation costs associated with the Rent Stabilization Program; and
2. Authorize the Finance Director to Establish an Enterprise Fund and to Create All Necessary Accounts; and
3. Waive Formal Bid Proceedings as Outlined in Municipal Code Section 2-5.12 (i)
4. Authorize a Professional Services Contract with 3Di in an Amount Not to Exceed \$105,600; and
5. Authorize a Professional Services Contract with Cohn Reznick in an Amount Not to Exceed \$463,700; and
6. Authorize the City Manager to Negotiate and Execute the Final Terms of the Contracts

### **BACKGROUND**

On November 4, 2024, the City Council approved a rent stabilization ordinance which established various criteria to manage rent(s). In addition, the ordinance had a second reading that was heard on November 18, 2024. Thirty days after the second reading, the ordinance goes into effect. As such, it is necessary for the City to move expeditiously in establishing a division within Community Development to proceed with enacting the ordinance on behalf of the community.

Staff has reached out to professional firms who are equipped to handle a project of this magnitude. In the interest of time, the firms are prepared to provide the software and staffing services needed almost immediately upon acceptance by the City Council. Attachments "A" and "B" are the proposals negotiated to best assist the City in implementing the program. Proposal "A" is for software for tracking and monitoring the

# **CONSIDERATION AND APPROVAL OF A CONTRACT WITH 3Di AND COHN REZNICK TO PROVIDE SOFTWARE AND STAFFING SERVICES FOR RENT STABILIZATION PROGRAMS**

December 16, 2024

Page 2 of 3

program, including bringing the available data with them to establish a database that is cloud hosted. Attachment "B" is for the staffing and technical expertise to implement the policies, procedures and programs of a housing program such as this.

## **FISCAL IMPACT**

There will be significant fiscal impacts on the General Fund. To initiate the Rent Stabilization Program, it is recommended to "seed" an account with a loan from the General Fund, which will be repaid through the registration fees collected from the program. The fee will be calculated based on real cost recovery and charged "retroactively" to the prior year to assist in replacing the funding seeded by the General Fund. This process also improves the registration process, which is expected to result in a 90-96% registration of property owners. In addition, the Finance Director will establish this as an "enterprise fund" to ensure that the cost recovery is neutral to the operations of the housing program.

Pursuant to Huntington Park Municipal Code section 2-5.12 Formal bid procedures, Section (i) "Waive of Bidding, City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be infeasible to follow such procedures and that public welfare would be promoted by dispensing with them".

## **CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**STEVE FORSTER**  
Community Development Director

**CONSIDERATION AND APPROVAL OF A CONTRACT WITH 3Di AND COHN  
REZNICK TO PROVIDE SOFTWARE AND STAFFING SERVICES FOR RENT  
STABILIZATION PROGRAMS**

December 16, 2024

Page 3 of 3

**ATTACHMENT(S):**

- A. 3Di Proposal
- B. Cohn Reznick Proposal
- C. Draft Software Agreement with Cohn Reznick
- D. Draft Professional Services Agreement with Cohn Reznick



## **3Di Engage Housing**

*Programs for Safe, Just, and Fair Communities.*

### **3Di, Inc.**

3 Pointe Drive, Suite 307

Brea, CA 92821

[www.3disystems.com](http://www.3disystems.com)

# Attachment A



## Table of Contents

**ABOUT 3DI..... 2**

**3DI ENGAGE HOUSING ..... 3**

Background .....3

3Di Engage Housing Highlights .....4

**3DI ENGAGE HOUSING DEPLOYMENT METHODOLOGY ..... 6**

**3DI ENGAGE HOUSING PRICING ..... 7**

Optional Services .....7

Pricing Assumptions..... 11

**3DI ENGAGE PLATFORM SUPPORT..... 12**

Maintenance ..... 12

Operations ..... 12

Support ..... 12

Genie Hours..... 13

## About 3Di

3Di is a California-based business that has delivered award-winning public-sector solutions to local governments for over 20 years. 3Di's proposal reflects nearly two decades of experience implementing comprehensive technology solutions for more than 200 clients worldwide in the public and private sectors. We aim to deliver an innovative, complete, and integrated solution to achieve our customers' goals while minimizing risk, reducing the total cost of ownership, and capitalizing on existing technology investments. Leveraging nearly two decades of subject matter expertise in delivering customer engagement solutions, 3Di has developed a powerful CRM-based platform called 3Di Engage for delivering government engagement products and solutions. 3Di Engage is a platform for the digital transformation of business processes with the highest levels of transparency, efficiency, and accountability. It can scale from the needs of small agencies with limited users and constituents to large, complex agencies with millions of users and constituents.

The 3Di Engage platform provides government solutions for customer engagement, public safety, and housing.

3Di Engage for Housing delivers comprehensive, fully integrated solutions to issues in affordable housing, accessible housing, and tenant protections. Focusing on the latter, we can provide the tools to create an accurate rental unit inventory, enforce livability standards, ensure evictions are conducted for just/good reasons, and stabilize rent burdens.

3Di has successfully delivered housing solutions for numerous local governments, including the City of Los Angeles, the City of San Francisco, the County of Los Angeles, the City of Oakland, the City of Berkeley, the City of Inglewood, the City of Beverly Hills, and the City of Alameda.

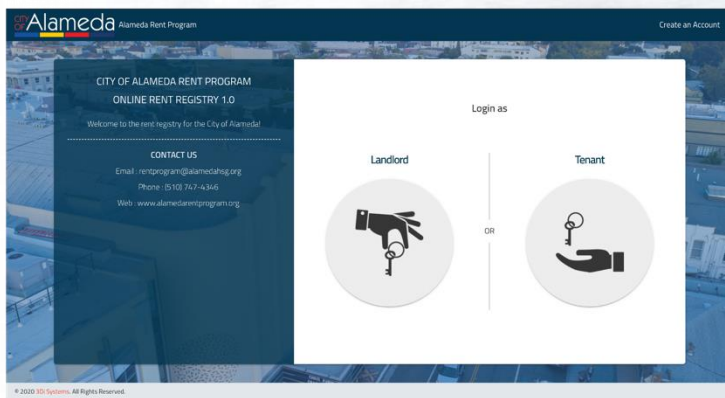
We aim to cultivate a long-term partnership with our customers by helping them improve their business processes for constituent services and customer engagement. Our housing solutions will meet all your expectations and requirements and provide a foundation for Huntington Park's future expansion of capabilities.

## 3Di Engage Housing

### Background

3Di has been implementing comprehensive government solutions, including mobile applications for public sector customers, for over 20 years, starting with the implementation of a field inspection and code enforcement mobile application for the Los Angeles Housing Department that won the Harvard Kennedy School of Government award and the Fannie Mae Foundation “Innovations in American Government Award” in Affordable Housing. Millions of Angelenos have more livable housing daily, and 3Di is honored to have an ongoing active role in assisting their communities.

Using the knowledge gained from our experiences, 3Di has developed a comprehensive approach to the rental housing market and tenant protection issues. Whether gaining insights from an accurate rental unit inventory, enforcing livability standards, ensuring evictions occur for just/good causes, or stabilizing the rent burdens within a community, a dynamic, cloud-based solution is necessary to empower all stakeholders and foster working partnerships.



3Di Engage Housing takes housing departments beyond the traditional request-based system for managing services. It is a proven product for meeting the requirements and empowering all stakeholders, including landlords, tenants, agency partners, department staff, and government management. As important as our “well-architected” 3Di Engage products, 3Di’s highly experienced delivery team brings a wealth of best practices and vast experience gained from numerous implementations to enhance your processes and improve efficiency.



## 3Di Engage Housing Highlights

The 3Di Engage Housing solution is built to streamline the complex interactions between tenants, landlords, and government entities, offering an adaptable, scalable approach to modern housing management.

### **Property Inventory Management**

3Di Engage Housing combines comprehensive property and unit management in one streamlined interface. Users can manage property inventories, import/export data, and verify addresses for compliance, with each property carrying a unique identifier. With powerful search and filtering options, finding and organizing property details is intuitive and efficient. Robust tools allow for easy updates to unit information, tenancy details, and contact information, while data synchronization with assessor databases keeps all records current.

At the core of this system is the Property Data Card feature, a centralized record for each property that houses inspection results, compliance data, and historical documents. This property card provides a complete, up-to-date view of each property's status, making it simple to track changes, ensure compliance, and manage inspections. Historical tracking and the property card offer complete transparency, providing insight into property changes and ensuring that property details are always accessible and up-to-date.

### **Comprehensive Case Management**

At the heart of 3Di Engage Housing is a powerful and flexible Case Management System that is the foundation for implementing a wide range of housing programs. Designed to adapt to diverse needs, this system allows seamless management of programs such as rental registry, rental inspections, eviction management, tenant support, and more. Its modular architecture enables housing agencies to track, monitor, and resolve cases efficiently, from initiation to closure. The system supports comprehensive workflows, automated notifications, document management, and real-time reporting, empowering staff to handle complex cases easily. The Case Management System enhances transparency, improves compliance, and ensures responsive service delivery to landlords, tenants, and community stakeholders by centralizing program data and streamlining operations.

### **3Di Engage Housing Portal**

The 3Di Engage Housing Portal is a comprehensive, user-friendly platform designed to streamline the management of housing programs. It provides dedicated interfaces for landlords, tenants, and housing agency staff, enabling each group to perform their functions efficiently and securely online. Landlords can easily manage property information, track and update rental unit data, submit required documentation, and process payments. Tenants can submit required documentation and petition services and communicate with agency staff through a centralized system. Housing agency staff benefit from robust administrative tools for program oversight, case management,

# Attachment A

---

and compliance tracking. The portal's intuitive design, secure architecture, and integration capabilities ensure seamless operations, fostering transparency and efficiency for all stakeholders in the housing ecosystem.

## **Document and Notice Handling**

Manage all case-related documents with ease. The system allows users to upload, view, and download documents and notices, with full audit tracking for transparent, compliant case handling.

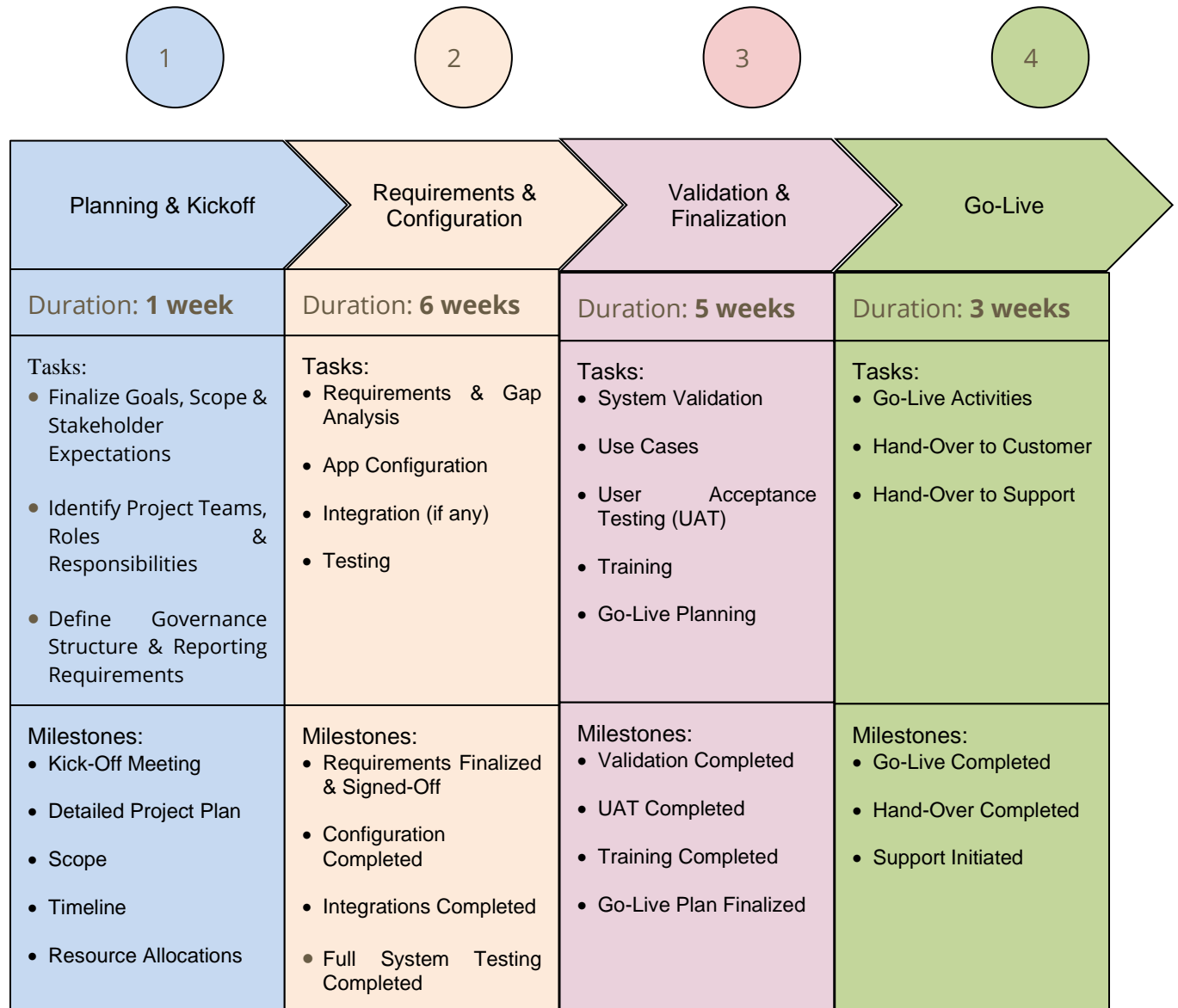
## **Dashboards and Reporting Capabilities**

3Di Engage Housing's real-time dashboards provide insights into compliance, rental trends, payment statuses, and tenant/owner associations. Customizable reports provide data on registry compliance, rent changes, unit details, and more, ensuring every stakeholder has the information to make informed, data-driven decisions.

The 3Di Engage Housing solution redefines housing management, bringing efficiency, clarity, and scalability to your operations. Embrace the power of a genuinely modern housing solution built to streamline and scale with you today and tomorrow.

## 3Di Engage Housing Deployment Methodology

3Di employs a four-phase approach for the implementation of products using 3Di Engage. The following diagrams outline the activities and milestones for each phase in a typical implementation. Your implementation may vary.



# Attachment A

## 3Di Engage Housing Pricing

	Year 1	Year 2	Year 3	Year 4	Year 5
Section 1: Services					
Project Management	\$30,000				
Requirements Analysis					
Configuration					
Testing					
Go Live					
Training					
GIS, User Authentication & Payment Gateway Integration					
Total Software and Services Costs	\$30,000				
Section 2: Data Migration (Optional)					
Data Migration	\$0				
Total Data Migration Costs	\$0				
Section 3: Software Integrations (Optional)					
Software Integration	\$0				
Total Integrations Costs	\$0				
Section 4: Annual Subscriptions including Ongoing Maintenance, Operation & Support (SaaS)					
Subscription for Rent Registry	\$42,000	\$44,100	\$46,305	\$48,620	\$51,051
Subscription Addition for Rent Stabilization	\$6,000	\$6,300	\$6,615	\$6,946	\$7,293
Total SaaS Subscription Costs	\$48,000	\$50,400	\$52,920	\$55,566	\$58,344
<b>TOTAL COSTS</b>	<b>\$78,000</b>	<b>\$50,400</b>	<b>\$52,920</b>	<b>\$55,566</b>	<b>\$58,344</b>
Section 5: Optional Solutions (Annual Subscriptions)					
Subscription Addition for Safe Housing Program	\$6,000	\$6,300	\$6,615	\$6,946	\$7,293
Subscription Addition for Just Cause Evictions Enforcement	\$6,000	\$6,300	\$6,615	\$6,946	\$7,293
Subscription for Housing Help Desk	\$15,600	\$16,380	\$17,199	\$18,059	\$18,962

## Optional Services

### Data Migration

No data migrations are in scope currently.

### Integrations

GIS – ESRI (included)

No other integrations have been identified currently. However, integrations can be added as subsequent work after 3Di Engage has gone live.

### Safe Housing Program \*

#### **Additional Cost: \$6,000 per year**

The Safe Housing program within 3Di Engage Housing offers a practical, user-friendly approach to enforcing habitability standards. It empowers agencies to uphold safe living conditions efficiently. The program supports complaint-based and systematic inspections, providing flexibility to meet regulatory needs. It also accommodates self-inspection programs, enabling property owners to ensure compliance proactively. Inspections are streamlined through online and mobile app options, allowing individuals to conduct assessments and record results. All findings are automatically added to each property's data card within the 3Di Engage Housing solution, giving staff a complete, up-to-date view of compliance status. Notifications alert staff to properties that have met standards or need further attention, ensuring that every step toward safe housing is tracked and managed precisely.

*\*Complies with California Civil Code § 1941.1 (AB 1482, Tenant Protection Act)*

### Just Cause Evictions Enforcement Program \*

#### **Additional Cost: \$6,000 per year**

The Just Cause Eviction Enforcement feature in 3Di Engage Housing offers a straightforward and efficient way to uphold “Just Cause” eviction standards, helping agencies manage and enforce compliance across various property types. The solution supports multiple eviction types, including 3-day and 30-day notices, adapting seamlessly to specific regulatory requirements.

This feature accommodates mandated online reporting by property owners, who can upload required eviction documentation directly through the system. All eviction-related data is added to the property's data card in the 3Di Engage Housing solution, creating a consolidated record that ensures transparency and accountability. Staff receive real-time notifications, allowing them to quickly identify properties that have met compliance standards or need further follow-up. This makes the eviction process clear, manageable, and fully integrated with the broader housing management system.

*\*Complies with California Civil Code § 1941.1 (AB 1482, Tenant Protection Act)*

### Rent Stabilization Program \*

#### **Additional Cost: \$6,000 per year**

# Attachment A

The Rent Stabilization Program within 3Di Engage Housing delivers an intuitive, practical approach to enforcing rent stabilization standards. This program helps agencies ensure that properties remain within regulatory limits by automatically calculating the Maximum Allowable Rate. It streamlines compliance with rent stabilization requirements while accommodating property owner exemptions.

Property owners can perform annual updates to property information directly online, ensuring that records are accurate and up-to-date. All compliance data and calculations are seamlessly added to each property's data card, providing a comprehensive view of rent-related details and historical changes. Staff receive notifications to track properties that have complied with rent stabilization guidelines or may need further assistance, making the program an essential tool for managing fair and consistent rental practices.

*\*Complies with California Civil Code § 1941.1 (AB 1482, Tenant Protection Act)*

## **3Di Housing Help Desk**

### **Additional Cost: \$15,600 per year**

Housing Departments face a persistent challenge: limited resources. Balancing the need to assist property owners and tenants with the demands of managing housing programs can stretch resources thin, detracting from essential program work. Departments often invest time and resources in training staff for user support. At the same time, the high volume of end-user assistance pulls focus away from mission-critical tasks that directly impact housing initiatives. 3Di Housing Help Desk simplifies this process by providing tailored, efficient support, enabling departments to focus on their primary objectives.

The Help Desk provides a comprehensive support system for users navigating 3Di Engage Housing solutions. Acting as an extension of your team, our specialists help property owners and tenants make the most of 3Di Engage Housing, from property registration and managing petitions to resolving payment inquiries. Designed with flexibility and scalability, the 3Di Housing Help Desk adapts to your department's specific demands, offering as-needed support that can be ramped up during peak periods, such as annual registries.

Customers have convenient multi-channel access to support through phone, chat, and email. Our structured escalation process ensures issues are resolved efficiently and aligned with program needs. In addition, detailed analytics and reporting tools provide actionable insights into support effectiveness, enabling ongoing service improvements.

## **Distinctive Features**

- **Flexibility:** Our support is tailored to your needs, whether you need just a few hours of assistance each week or round-the-clock assistance.

# Attachment A

---

- Scalability: The 3Di Housing Help Desk can be tailored to meet your requirements, which is especially valuable for housing programs with seasonal demand, such as annual registries.
- Multi-Channel Access: Customers can conveniently reach the 3Di Housing Help Desk through phone, chat, or email.
- Resolution Escalation Process: Issues are handled via a personalized process to meet the needs of your programs.
- Insightful Reporting: Gain valuable insights into support effectiveness with our reporting and analytics tools.
- Manned Phone Call Support is available Monday through Friday, 8 a.m. to 12 p.m. Pacific Time. Service is only available on some US national holidays.

With the 3Di Housing Help Desk, Housing Departments gain a cost-effective solution, eliminating the need for extensive hiring and training. This support system empowers teams to prioritize core housing initiatives while we manage software-related support, enhancing productivity and amplifying the impact of housing programs.

## Pricing Assumptions

- Annual subscription payments are preferred, but monthly fees can be accommodated upon request. Subscriptions are billed at contract execution, and implementation costs are billed upon completion.
- Subscription service is for up to 20,000 registered rental units.
- 10 Genie hours per month are included. These do not accumulate from month to month.
- 3Di Connect is included as part of the Housing Help Desk.
- Data migration is not included.
- Other than previously stated, integrations with 3rd party software are possible but have yet to be included. If integrations are required, we must schedule a meeting with our delivery team to understand the scope.
- As the implementation plan requires, the customer will provide the necessary resources for requirements gathering, testing, deployment, and training.
- 3Di's Engage-based solution will provide cloud-based data archival depending on the customer's purchase option. If the subscription is active, 3Di will continue the storage. The customer can access the data in the system at any time and download it for other storage/usage options.
- Any cost related to sending text message notifications is not included.

Several cooperative purchasing vehicles can be used to procure 3Di Engage products. Please let us know if you want to explore these options.

- General Services Administration (GSA) contract # GS-35F-291AA
- California Piggyback/Cooperative Agreement (Cities of Palo Alto, Pasadena, Santa Ana, Alameda, and Berkeley)
- State of New York Office of General Services IT Umbrella Contract # PM69687
- Amazon Web Services Marketplace



## 3Di Engage Platform Support

3Di Engage support consists of 2 categories: Maintenance, Operations & Support (MOS), and Genie Hours.

The MOS comprehensive support program gives customers maximum flexibility, stability, and dependability, while Gene Hours delivers the highest 3Di Engage application support level.

### Maintenance

- System Software Updates, Bug Fixes, and Patches
- Coordinate Release Management and Version Control with the customer
- Routine system and application log maintenance to ensure system performance and problem resolution

### Operations

- Systems, application monitoring, and customer notification of errors, downtime, security breaches, or issues that affect the System
- System and application tuning for optimal performance
- System Security Monitoring & Notification (Unauthorized use, intrusion, or data compromise)
- System Recovery from errors and downtime

### Support

- Flexible Support (Genie Hours) including
  - User Interface (UI) Changes
  - Technical support
  - Workflow Changes
  - Systems Integration
  - Reports and Analytics support
  - System configuration changes (e.g., role management, identity management)
- Support does not include the support of end users.
- Support is limited to 10 Genie hours/month.
- Genie hours may not be rolled over from month to month.
- Support Request Management
  - Phone Support: M-F (Except Holidays) 0800-1700 hours
  - Email Support: 24 hours
  - Web/Mobile Accessible Service Ticket Status

# Attachment A

- Monthly Status Report for Maintenance, Operations and Support
- SLA Based

## Genie Hours

We developed the concept of Genie Hours based on our experience, which shows that each customer has unique needs concerning support, and it is difficult to predict the type of help or support a customer will require. Genie Hours is a pool of non-accumulating hours available to customers at the beginning of each month. The Genie Hours may be used to request any reasonable support, including new reports, adding or changing workflows, adding or changing service requests, training, and minor system enhancements that can be achieved within the allocated pool of Genie hours.



## **Rent Stabilization Ordinance Program Management and Oversight Services**

### **Prepared for**

The City of Huntington Park

### **Prepared by**

Frank Banda, CPA, CFE, PMP  
Managing Partner  
Government and Public  
Sector, CohnReznick LLP

December 9, 2024

## Transmittal Letter

---

December 9, 2024

**RE: Proposal for Program Management and Oversight Services for the Implementation of the Rent Stabilization Ordinance**

Dear Mr. Steve Forster,

I am pleased to submit, on behalf of CohnReznick LLP (CohnReznick), our cost proposal for providing program management and oversight services for the implementation of the Rent Stabilization Ordinance in the City of Huntington Park (the City). Our team is committed to delivering comprehensive and effective solutions to ensure the successful execution and ongoing management of this important initiative.

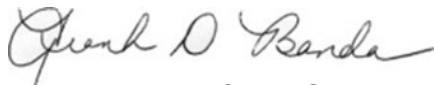
We understand that the timeline for this project is particularly short due to the recent passage and implementation of the new law. CohnReznick has the experience, capacity, and capabilities to support the City of Huntington Park in meeting these tight deadlines. Our extensive experience in compliance and oversight within the public sector equips us to handle the complexities and challenges associated with new legislative requirements efficiently and effectively.

We look forward to the opportunity to work with the City of Huntington Park and contribute to the successful implementation of the Rent Stabilization Ordinance. Should you have any questions or require further information, please do not hesitate to contact me directly.

Thank you for considering our proposal. We are excited about the possibility of collaborating with you on this important project.



Sincerely,



**Frank Banda, CPA, CFE, PMP**

Managing Partner – Public Sector

(301) 280-1856 | [Frank.Banda@CohnReznick.com](mailto:Frank.Banda@CohnReznick.com)



## Table of Contents

---

<b>I.</b>	<b>About CohnReznick</b>	<b>1</b>
<b>II.</b>	<b>Anticipated Tasks and Timeline</b>	<b>3</b>
<b>III.</b>	<b>Cost Proposal</b>	<b>5</b>
<b>IV.</b>	<b>Resumes</b>	<b>7</b>





# About CohnReznick

## Firm History

The legacy of CohnReznick is nearly as old as the profession of public accounting in the United States. With roots dating back to the early 20th century, Julius H. Cohn, one of the country's first certified public accountants, founded J.H. Cohn in Newark, New Jersey in 1919. His central belief was that providing consistent, excellent service would bring success for both the firm and its clients. For more than forty years, he guided the firm through successive periods of growth until he retired in 1963. The 1970s saw J.H.

Cohn's scope expand considerably. During this period, Reznick Fedder & Silverman, a Washington, DC-based accounting firm was founded in 1977. The firm, which specialized in real estate, quickly outgrew its DC offices, relocating to Bethesda, Maryland and then opening a second office in Baltimore. The establishment of the federal low-income housing tax credit program in 1986 dramatically changed the trajectory of Reznick Fedder & Silverman as it established itself as a national leader in the affordable housing arena. Beginning in the 1990s, both J.H. Cohn and Reznick Fedder & Silverman, eventually rebranded as Reznick Group, went through a period of intense growth, establishing themselves as two of the country's major independent accounting firms.

In 2012, the two firms, recognizing their cultural similarities and the complementary nature of their capabilities and geographic focus, combined to create CohnReznick – one of the top firms in the United States.

## Government and Public Sector Advisory

CohnReznick's Government and Public Sector Advisory (GPSA) practice is a strategic advisory and service mainstay, specializing in providing program and project management, grant management and compliance services to federal, state, and local government agencies. We deliver cost-effective strategies through five primary solutions as shown below.

	<b>Government Assurance &amp; Advisory</b>	We help protect the integrity of government agencies supporting their responsibilities of accountability, transparency and stewardship.
	<b>Grants Management &amp; Advisory</b>	We help agencies prepare for, respond to, and recover from disasters.
	<b>Compliance, Monitoring, &amp; Oversight</b>	We help agencies oversee swift and compliant administration of state and federal funds.
	<b>Program &amp; Project Management</b>	We help agencies plan and manage projects to maximize available funding and minimize risk.
	<b>Data &amp; Technology</b>	We help agencies understand the value of their data, quickly, to make data-driven decisions.

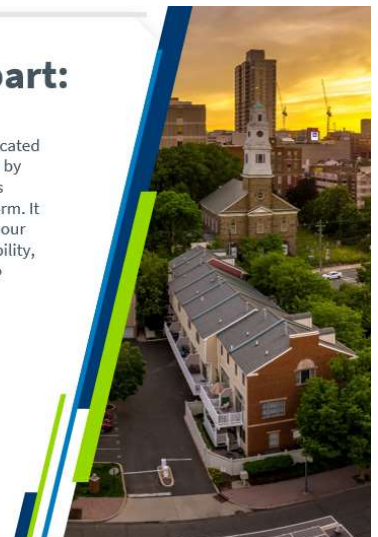


## What sets us apart:

CohnReznick is a national advisory, accounting, and tax firm with a dedicated Government practice. We are driven by our purpose of helping communities recover and public agencies transform. It is our intention to closely align with our clients' vision and use our proven ability, knowledge, and data-driven tools to ensure programs succeed.

### LeSar

CohnReznick has established a teaming partnership with LeSar, a trusted contractor to the State of California and a team that is dedicated to ending the housing affordability crisis and homelessness.





## Affordable Housing Leadership

With today's evolving needs and challenges, CohnReznick offers the nation's most experienced, well-versed, and well-connected affordable housing team in the nation.

CohnReznick (formerly the Reznick Group) founded its affordable housing practice over 30 years ago, an initiative that was heavily influenced by the passing of the Housing and Community Development Act of 1974, which created the Community Development Block Grant (CDBG) program. The late David Reznick was the co-founder and chairman of the board of the Reznick Group and a pioneer in the affordable housing industry.



David's impact on the Low-Income Housing Tax Credit (LIHTC) was huge – when Congress was first considering enactment of the program, it was David and his colleagues who continually ran numbers to try to understand whether the program would be financially feasible. That work convinced the Congress to increase the amount of Credit for which a property would be eligible; David's early and ongoing advice is one of the key reasons the program has been so successful.

Over the ensuing years, Reznick Group quickly became a pioneer in affordable housing and community development, awarding the firm numerous opportunities to work with HUD and positioning it to soon become a thriving accounting firm with strong passion for underserved populations and affordable housing. Upon the creation of the Low-Income Housing Tax Credit (LIHTC) program following the Tax Reform Act of 1986, CohnReznick catapulted into the nation's largest and most reputable affordable housing advisory firm.

Today, CohnReznick provides advisory, tax and assurance services to more than 5,000 affordable housing clients nationwide (including 50+ Public Housing Authorities and Housing Finance Agencies) and we have audited more than \$23Bbn in HUD funding since 2015, including \$16bn in rental and supportive housing subsidies – more than any other accounting firm in the nation.



### 1970s

Time period during which our founder David Reznick advised on the Low-Income Housing Tax Credit legislation



### 50

Public housing agencies we work with annually



### 1,000

Developers we work with annually to advance affordable housing solutions across the U.S.





## Anticipated Tasks and Timeline

The following tasks are high level activities we anticipate supporting the City of Huntington Park through based on our experience the development a framework, development of policies and procedures, and implementing programs for similar projects. We can provide a more detailed and precise scope, fee, and schedule to the City for consideration upon request.

### Initial Implementation through First 8 weeks

Tasks	Timeline
<b>Implementation of the Rent Stabilization Program</b>	
Contract kickoff meeting	Week 1
Prepare an abstract of the Rent Stabilization Ordinance	Weeks 1-2
Prepare a Project Plan for the Implementation of the Ordinance	Weeks 2-3
Present the Project Plan to the City Manager and make necessary adjustments	Week 3
Work with the Rent Stabilization software provider to implement the technology	Ongoing
Develop Policies and Procedures for the Landlords and the Tenants	Weeks 2-6
Work with the City to establish a website for the Program and to set up a help desk	Weeks 2 -6
Develop a Communications Plan for the Landlords and the Tenants	Weeks 2-6
Conduct Public Outreach and Meetings to Promote the Program	Week 3-6
Establish Policies and Procedures for Managing the Program	Week 6 and ongoing
Initial Registration of the Landlords	Week 8





### Monthly Management (Ongoing)

Tasks	Timeline
<b>Monthly Management of the Rent Stabilization Program</b>	
Ongoing Registration of the Landlords	Ongoing
Responding to the Rent Stabilization Inbox	Ongoing
Maintaining the System	Ongoing
Monthly Reporting	Ongoing
Monthly Project Management	Ongoing



## Cost Proposal

The following fee represents our estimated range for supporting the City of Huntington Park through the activities as described above based on our experience the development a framework, development of policies and procedures, and implementing programs for similar projects. We can provide a more detailed and precise scope, fee, and schedule to the City for consideration upon request.

Tasks	Estimate of Hours
<b>Implementation of the Rent Stabilization Program</b>	
Prepare an abstract of the Rent Stabilization Ordinance	4
Prepare a Project Plan for the Implementation of the Ordinance	10
Present the Project Plan to the City Manager and make necessary adjustments	5
Work with the Rent Stabilization software provider to implement the technology	184
Develop Policies and Procedures for the Landlords and the Tenants	216
Work with the City to establish a website for the Program and to set up a help desk	40
Develop a Communications Plan for the Landlords and the Tenants	28
Conduct Public Outreach and Meetings to Promote the Program	250
Establish Policies and Procedures for Managing the Program	170
Initial Registration of the Landlords	528
<b>Total Estimated Hours</b>	<b>1,435</b>
<b>Total Estimated Costs</b>	<b>\$339,900.00</b>



Tasks	Estimate of Hours
<b>Management of the Rent Stabilization Program</b>	
Ongoing Registration of the Landlords	160
Responding to the Rent Stabilization Inbox	120
Maintaining the System	120
Monthly Reporting	40
Monthly Project Management and Staff Training	132
<b>Total Estimated Hours</b>	<b>572</b>
<b>Total Estimated Costs</b>	<b>\$123,800.00</b>

CohnReznick will use the following labor categories:

Labor Category	Hourly Rate
Partner	\$350.00
Senior Manager	\$300.00
Manager	\$250.00
Senior Consultant	\$200.00



## Resumes

---

### Engagement Team Experience

The resumes presented provide the opportunity for us to familiarize the City with our engagement team and to highlight their relevant housing and program management experience. Our team is fully staffed with professionals experienced in performing the work required for the City's success, and the team structure is designed to be flexible and efficient to adhere to the turnaround times and completion deadline requirements.

### Teaming Partnership with LeSar Support Services: Stakeholder Outreach and Engagement

Within this team, we have also partnered with LeSar Support Services (LeSar) to provide support as needed for the City's external community outreach initiatives. LeSar works with leaders in creating large-scale, lasting social change through customized consulting services focused on creating physically, economically, and environmentally resilient communities.



LeSar has extensive experience engaging diverse communities across California for disaster recovery, homelessness planning, and other local and statewide projects for which community voices are essential to designing and implementing effective initiatives. Prioritizing authentic engagement with both mainstream and under-represented stakeholders is critical to the success of any new program serving people in need, and LeSar incorporates diverse engagement methods such as door-to-door canvassing, tabling at community events, conducting surveys, developing media materials, and leading individual interviews, focus groups, and large public meetings to capture as thorough a representation as possible. Engagement can be conducted in both English and Spanish, and materials are designed to be accessible and useful for each target population. Digital and print materials can be translated into multiple languages as needed.

The LeSar outreach team presently works with the California Department of Housing and Community Development to engage wildfire survivors and community partners for its ReCoverCA Housing Programs across 10 counties. The team partners with statewide, regional, and local disaster recovery organizations and works on the ground in each community to identify homeowners with unmet needs related to reconstruction and disaster mitigation. LeSar has also worked with 20 Los Angeles County cities to develop their homelessness plans, which included for each city a broad variety of stakeholder interviews and a series of community meetings to discuss challenges, opportunities, and priorities for addressing homelessness. The team recently completed a large engagement effort for the County of San Diego's Housing Blueprint, a countywide strategy for addressing the housing crisis in the San Diego region. The project included a robust stakeholder engagement process to assess the current housing landscape, review opportunities and constraints for programs and policies, and explore affordable housing financing models. Stakeholders included recent immigrants, elected and appointed officials, refugees, people with lived experience of homelessness, faith-based communities, and affordable housing experts, among others.



## Frank Banda, CPA, CFE, CGMA, PMP

### Managing Partner



#### Education

- Post Graduate Studies in Accounting and Finance - University of Maryland
- Bachelor of Science, Accounting - University of Maryland

#### Certifications

- Certified Public Accountant (CPA)
- Certified Fraud Examiner (CFE)
- Chartered Global Management Accountant (CGMA)
- Certified Project Management Professional (PMP)

#### Professional Affiliations

- American Institute of CPAs
- Maryland Association of CPAs
- Association of Certified Fraud Examiners
- Project Management Institute
- Association of Government Accountants – Corporate Liaison Partner
- American Institute of Certified Public Accountants

As Managing Partner of CohnReznick's Government and Public Sector Advisory practice, Frank Banda has 35+ years of management, audit, accounting and consulting experience with a special emphasis on assisting organizations with accounting, financial management and reporting, program management, and business process management improvement. He also has specific expertise in fraud prevention and detection, audit readiness, internal controls, compliance and monitoring, disaster recovery and grant management.

Frank has extensive knowledge of federal accounting standards with strong leadership skills and the proven ability to plan and implement large programs while managing risks, resolving issues, and achieving positive change. He has assisted governmental entities such as the Texas Division of Emergency Management, Texas Department of Housing and Community Affairs, Texas Water Development Board, Cancer Prevention and Research Institute of Texas, Louisiana Office of Community Development Disaster Recovery Unit with their accounting and compliance projects. He has overseen program plan design from implementation to execution.

Frank is currently serving as the Program Manager for the Relocation Payment Clearinghouse, a Program established by the Federal Communications Commission (FCC) to administer, manage, oversee, and distribute more than \$13 billion of Program funds used to relocate space station and earth station operators out of spectrum that will be used to rollout 5G technology nationwide.

In addition, Frank is well versed in public policy and audit/fraud prevention, which has enabled him to serve as an expert witness for the Department of Justice. He has implemented quality control (QC) and assurance (QA) programs and developed approaches for application verification, grant approval, applicant notification, issue resolution, payment preparation, payment processing, and closeout. He has also led inspector general support projects for the Federal Housing Finance Agency – Office of Inspector General and U.S. Department of State.



## Sarona Saadeh

### Senior Manager



#### Education

- M.B.A., Texas State University
- B.B.A., in Accounting, Texas State University

Sarona Saadeh is a Senior Manager with CohnReznick's Government Advisory Practice with over 9 years of experience providing financial analysis and disaster recovery consulting services to housing developers and government entity clients. Ms. Saadeh has experience providing financial advisory services for housing projects funded with the Low-Income Housing Tax Credit, Tax Exempt Bonds, CDBG-DR, and other Federal programs. Ms. Saadeh also provides grant management and disaster recovery consulting to State entities utilizing CDBG-DR and FEMA Public Assistance Grant funds and has been involved in assisting State entities run large-scale housing programs.

#### CohnReznick Project Experience

*Client: Connecticut Department of Housing (CTDOH)*

**Position:** Subject Matter Expert; Program Manager | **Dates:** January 2021- December 2021

**Project Description:** CohnReznick contracted with CTDOH to provide support for its Emergency Rental Assistance Program, UniteCT. Our duties included analysis of statutory language from the Consolidation Appropriations Act 2021. We worked with the CTDOH and the Governor's Office of Policy Management (OPM) to develop the State's policies and program eligibility requirements. This \$235 million program was designed to provide rental and utility payment assistance to qualified CT households financially impacted by the COVID-19 pandemic. The intention of UniteCT to help stabilize CT's rental housing market while serving households at or below 80% of HUD's Area Median Income required both effective policies and procedures and quick action to make eligibility determinations. Our firm managed over 200 staff simultaneously to perform in-depth reviews of applicant residency and income information and eligibility, as well as landlord ownership information and payment amounts. CohnReznick had the opportunity to assist the State of Connecticut in the disbursement of over \$195 million to more than 27.5k households in a period of less than 8 months.

#### **Responsibilities:**

- Reviewed Treasury guidelines and regulations to develop program policies for UniteCT;
- Collaborated with Yardi Systems on the RentRelief portal development and customization for UniteCT;



- Developed program procedures, processes, tools, and resources for the application review team;
- Developed outward-facing correspondence templates for application review team;
- Trained and onboarded over 250 internal and external staff on performing application reviews;
- Supported the State's staff in implementing various new guidance, functions, processes, and initiatives;
- Supported the State and the application review team by addressing complex or problematic applications or program participants and performing conflict resolution.

*Client: Port of Houston Authority (PHA)*

**Position:** Manager | **Dates:** June 2020 – Present

**Project Description:** CohnReznick is currently engaged with the PHA to provide audit and compliance services for the Houston Ship Channel & Galveston Harbor Entrance Channel Modification project funded by the U.S. Army Corps of Engineers (USACE).

**Responsibilities:**

- Manage and provide support to team of compliance specialists;
- Obtain understanding of project cooperation agreement (PCA);
- Review cost documentation to determine compliance with PCA;
- Review DCAA Audit report to compare results with documentation provided and gain understanding of denied credits for project costs expended;
- Make recommendations on PHA policies and procedures to maintain compliance and ensure maximum cost credit approval for future projects.
- Provide PHA with reconciliation matrix of credit denials and approvals and results of documentation analysis.

*Client: Texas General Land Office (GLO)*

**Position:** Subject Matter Expert | **Dates:** July 2019 – July 2020

**Project Description:** CohnReznick is currently engaged with the GLO to provide grant management services to facilitate CDBG-DR administered by the GLO and their Subrecipients under the State of Texas Plan for Disaster Recovery. The State of Texas has set aside over \$5 billion for the Hurricane Harvey CDBG-DR recovery activities. Ms. Saadeh is specifically responsible for the oversight of four community development programs totaling nearly \$700 million in CDBG-DR funding and provides technical assistance on cross-cutting federal regulation, CDBG-DR policy, industry best practice, and program specific evaluation to develop solutions to meet federal and state requirements.

**Responsibilities:**

- Review Action Plan amendments to ensure consistency and accuracy with desired outcome;
- Review subrecipient program guidelines to provide feedback and revisions that align with federal/state policy;
- Develop program criteria including application and payment request requirements;
- Develop application/payment review processes: SOPs, checklists, organizational structures;



- Develop project trackers, determination letter templates, progress & status reports;
- Perform reviews of documentation to determine eligibility for participation and for reimbursement;
- Act as a liaison between the subrecipient and the State to ensure clear and up-to-date flow of information;
- Collaboration with State grant management system designers to update and improve functionality for optimal project record retention and reporting.

*Client: Texas General Land Office (GLO)*

**Position:** Manager | **Dates:** October 2018 - Present

**Project Description:** CohnReznick is currently engaged with the GLO to provide application underwriting services to facilitate CDBG-DR housing activities administered by the GLO under the State of Texas Plan for Disaster Recovery. The State of Texas has set aside over \$450 million for the Hurricane Harvey Affordable Rental Housing Program to rehabilitate, reconstruct, and newly construct multi-family housing.

**Responsibilities:**

- Develop underwriting tools, reporting templates, and workflow processes;
- Assess applicant's ability to construct and operate multi-family housing utilizing CDBG-DR funds;
- Analyze the financial feasibility of proposed developments;
- Underwrite the allowability and cost reasonableness of all hard construction costs, associated soft costs, and development fees;
- Analyze gap funding, identify potential duplication of benefits issues, and review projects for undue enrichment; and
- Provide guidance to the State of Texas regarding CDBG program and other federally required regulatory compliance.

*Client: Texas Division of Emergency Management (TDEM)*

**Position:** Grant Coordinator | **Dates:** October 2017 – December 2019

**Project Description:** Led by CohnReznick professionals with expertise in disaster recovery grant management, CohnReznick serves as the prime contractor to the Texas Division of Emergency Management for Federal Grant Administration. CohnReznick is responsible for establishing consistent oversight standards, providing proactive technical assistance and communication, project and disaster closeouts, centralized data and reporting, quality management protocols, reviewing and improving procedures, and addressing reimbursements and financial management.

**Responsibilities:**

- Establish and maintain relationships with subrecipients around the State;
- Provide technical and programmatic assistance regarding the Stafford Act, FEMA Public Assistance Program, and relevant updates in policies and procedures;
- Ensure deadlines are met, applications and documentation is complete and accurate before submission to federal authorities;
- Review project worksheets scope of work to ensure completeness and accuracy;
- Provide assistance on project reimbursement documentation to ensure compliance with applicable regulations;





- Perform site inspections and document progress and/or completion of projects, causes for delay, and deviations from scope of work;
- Process subrecipient requests regarding scope changes, time extensions, and special circumstances; and
- Monitor compliance through regular technical assistance, quarterly status reviews, and ongoing monitoring of reimbursement requests.
- Closely involved with the Texas General Land Office PREPS Program, serving as a liaison between the State, FEMA, and the GLO by assisting with program compliance, grant management and tracking, and assisting with special issues outside the traditional realm of FEMA Public Assistance.

*Client: Houston Housing Authority (HHA)*

**Position:** Development Finance Consultant | **Dates:** 2014 - 2018

**Project Description:** CohnReznick was engaged with HHA in the areas of taxation, audit, and real estate consulting relating to the HHA's tax credit and public housing affordable properties.

**Responsibilities:**

- Review tax returns and audited financial statements of affordable rental properties;
- Provide financial projections and cash exposure analysis on existing projects;
- Review pre-development financial budgets for new project proposals and provide technical assistance in project financial structuring and forecasting;
- Perform various agreed-upon procedures related to tax and programmatic compliance requirements such as tax-exempt bond arbitrage analysis, and 95-5, 50%, and 10% cost tests;
- Review and assist in the preparation of 8609 applications; and
- Provide portfolio valuation, capital account analyses, and debt analysis on new and existing projects.



## Brittany Kelly, PMP, MHR, SC-CEM

### Senior Manager



#### Education

- M.H.R., Human Relations, University of Oklahoma
- B.S., Healthcare and Psychology, Neumann University

#### Certifications

- South Carolina Certified Emergency Manager (SC-CEM)
- Project Management Professional (PMP)

#### Clearances

- Public Trust
- Secret

Ms. Kelly has over twelve years of project management experience, serving in roles focused on emergency management, program and grant management, contract management and business process improvement for federal, state, and local government agencies. She has worked on billion dollar federally funded programs throughout the states of Georgia, Hawaii, Iowa Mississippi, South Carolina and Texas, with responsibilities ranging from program implementation and process management to grant compliance and closeout.

- Most recently serves as the Project Manager for City of Atlanta, Mississippi Delta Council for Farm Worker Opportunities, Inc. and Iowa's Department of Homeland Security and Emergency Management supporting program management, financial oversight advisory, staff augmentation operations and process improvement.
- Served as the Deputy Project Manager supporting the Texas Division of Emergency Management's efforts to effectively manage public funds and comply with FEMA regulations, policies, and procedures for Hurricane Harvey and 15 other federally declared disasters. She also serves as an executive leadership liaison communicating complex problems to internal and external stakeholders.
- Served as the Public Assistance Program Manager for the South Carolina Emergency Management Division and was responsible for the lifecycle of the Public Assistance grant process in nine open Presidentially declared disasters across 46 counties.

#### CohnReznick Project Experience

*Client: Hawaii Emergency Management Agency*

**Position:** Subject Matter Expert | **Dates:** July 2024 – November 2024

##### **Project Description:**

- Serving as the Subject Matter Expert, Brittany supports the technical support for the review of the sheltering costs related to the 2023 Maui Wildfire by providing a variety of finance/accounting and compliance monitoring services to HI-EMA.
- This includes overseeing the review and compliance of invoices, ensuring adherence to federal regulations, and managing contracts with various vendors to verify compliance with FEMA NCS requirements and the accuracy of project expenditures. Additional



roles include evaluating procurement processes, verifying insurance coverage, and ensuring proper documentation and record-keeping.

**Responsibilities:**

- Accounting Function Oversight: Oversee the organization's accounting function in relation to the federal grant, ensuring compliance with 2 CFR 200 regulations and maintaining an effective accounting process.
- Compliance Monitoring: Conduct compliance reviews of all costs and contractor payment requests to ensure adherence to regulatory requirements.

*Client: Mississippi Delta Council for Farm Worker Opportunities, Inc.*

**Position:** Project Manager | **Dates:** July 2023 – Present

**Project Description:**

- Serving as the Project Manager, Brittany supports the implementation of the USDA RFBC cooperative agreement by providing a variety of finance/accounting and compliance monitoring services to the Mississippi Delta Council for Farm Worker Opportunities, Inc. (MDC).
- This includes the development of financial procedures for MDC's implementation of the RFBC cooperative agreement, monthly compliance review of subrecipient and contractor payment requests, monthly reconciliation of MDC financial records, quarterly compliance reporting, and advisory services to MDC on the implications of policy/process decisions.

**Responsibilities:**

- Accounting Function Oversight: Oversee the organization's accounting function in relation to the federal grant, ensuring compliance with 2 CFR 200 regulations and maintaining an effective accounting process
- Compliance Monitoring: Conduct monthly compliance reviews of subrecipient and contractor payment requests to ensure adherence to regulatory requirements
- Financial Reconciliation: Perform monthly reconciliation of MDC financial records to maintain accurate financial data and support quarterly compliance reporting
- Reporting: Generate quarterly compliance reports and other necessary documentation to confirm regulatory compliance and inform stakeholders of financial status and activities

*Client: City of Atlanta Mayor's Office of International and Immigrant Affairs*

**Position:** Project Manager | **Dates:** August 2023 – Present

**Project Description:**

- Serving as the Project Manager, Brittany supports the City with project management, financial and scope compliance, and oversight monitoring for projects funded under FEMA's Emergency Food and Shelter Program- Humanitarian (EFSP-H) and Sheltering Support Program (SSP) totaling in over \$11M allocated in congressional appropriations.

**Responsibilities:**

- Performed complex technical assistance, and administration work to review, develop, coordinate, and draft operational guidance related to grant resources.



- Coordinate communication with various stakeholders with the City departments and nongovernmental organizations.
- Developed grant administration approach, timeline, and processes in compliance with federal and program regulations for EFSP-H and SSP.

*Client: City of Atlanta Department of Grants and Community Development*

**Position:** Project Manager | **Dates:** October 2022 – Present

**Project Description:** Serving as the Project Manager, Brittany supports the City with project management, completion of environmental reviews, financial and scope compliance, and oversight monitoring for projects funded under HUD's Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Housing Opportunities for Persons With AIDS (HOPWA) and Emergency Solutions (ESG) grant programs totaling over \$40M annually in grant funding.

**Responsibilities:**

- Performed complex technical assistance, and administration work to review, develop, coordinate, and draft operational guidance related to grant resources.
- Coordinate communication with various stakeholders with the City departments and Housing Authority.
- Developed grant administration approach, timeline, and processes in compliance with federal and program regulations for HUD's Healthy Homes grant.

*Client: Iowa Department of Homeland Security and Emergency Management (HSEMD)*

**Position:** Project Manager | **Dates:** October 2021 – Present

**Project Description:** CohnReznick serves as the prime contractor to Iowa Department of Homeland Security and Emergency Management (HSEMD) supporting disaster recovery through federal grant programs including FEMA PA, Individual Assistance (IA), and Hazard Mitigation (HM). Brittany has worked together with HSEMD leadership to evaluate its two monitoring plans and develop one unified plan to eliminate redundancy, ensure consistent process implementation, and incorporate enhancements to satisfy changes in federal regulation. Under her guidance, CohnReznick has also supported the recent transition from DUNS to UEI for federal subgrant reporting through outreach to subrecipients and the provision of direct technical assistance.

**Responsibilities:**

- Performed complex technical assistance, and administration work to review, develop, coordinate, and draft operational guidance related to grant resources.
- Provided staff augmentation and operational support for the annual GAAP Reporting data collection, outreach to over 300 subrecipient accounts, and verification of subrecipient reporting for HSEMD for FY23.

*Client: Housing and Urban Development (HUD)*

**Position:** Subject Matter Expert | **Dates:** December 2021 – Present

**Project Description:** Led by Du & Associates professionals with expertise in disaster recovery grant management, Ms. Kelly serves as the Subject Matter Expert (SME) for Federal Grant Administration and resources. Brittany is responsible for providing technical assistance and full review of the current disaster assistance guidance provided to Public Housing Authorities (PHAs) as the information is updated and streamlined with most recent law, regulation, policy and any applicable resources. Additionally, Brittany is developing and providing training nationwide to the Public Housing Authorities on the new and updated guidance approved and published by HUD.

**Responsibilities:**

- Performed complex technical assistance, and administration work to review, develop, coordinate, and draft disaster recovery guidance related to disaster resources.
- Develop and conduct trainings applicable and informative for Public Housing Authorities for all types of disaster types to include, wildfire, hurricane, flooding, tornadoes, winter storms and pandemics.
- Develop training materials to include presentations and fact sheets, provide public outreach, provide in person trainings and present in five national webinars.

*Client: Texas Division of Emergency Management (TDEM)***Position:** Deputy Project Manager | **Dates:** September 2020 – August 2023**Position:** Subject Matter Expert | **Dates:** September 2023 – Present

**Project Description:** Led by CohnReznick professionals with expertise in disaster recovery grant management, CohnReznick serves as the prime contractor to the Texas Division of Emergency Management for Federal Grant Administration. CohnReznick is responsible for establishing consistent oversight standards, providing proactive technical assistance and communication, project and disaster closeouts, centralized data and reporting, quality management protocols, reviewing and improving procedures, and addressing reimbursements and financial management.

**Responsibilities:**

- Performed complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to respond, administer, organize, and monitor federally funded disaster grants within the State of Texas.
- Conducted subrecipient briefings and other outreach and training activities, ensure grant applications were received and processed properly, and monitored both the programmatic and financial aspects of awarded projects.
- Ensured deadlines were met, applications or other documentation were complete and correct before submission to federal authorities, monitoring activities were conducted in accordance with the project-worksheet guidelines, projects were completed within the approved scope of work, and payment requests were promptly and correctly processed.
- Reviewed progress reports, payment requests, and provided guidance and assistance to grant recipients on documentation requirements and resolution of project worksheet-related problems.
- Evaluated opportunities and requirements to assist local jurisdictions and state agencies in maximizing reimbursement potential.
- Ensured compliance with federal, state and local regulations and ordinances.
- Facilitated communications between sub-grantees, state and federal entities.
- Monitored compliance through regular technical assistance, quarterly status reviews, and ongoing monitoring of reimbursement requests.

**Other Work Experience***South Carolina Emergency Management Division***Position:** Public Assistance Program Manager/ Public Assistance Officer | **Dates:** March 2017 – September 2020**Project Description:** Developed procedures, methods, and guidelines to properly administer the



Robert T. Stafford Disaster Relief and Emergency Assistance Act as it relates to Public Assistance (PA) programs. Supervised and lead staff members working ten different disaster operations. Coordinated closely with the Federal Emergency Management Agency (FEMA) to accomplish programmatic objectives. Assisted the State Coordinating Officer (SCO) and Governor's Authorized Representative (GAR) during Presidential disaster declarations, as requested, to coordinate the PA program.

**Responsibilities:**

- Responsible for the lifecycle of the Public Assistance grant process in ten Presidentially declared disasters across 46 counties.
- Responsible for the operations related to eligible reimbursement of over \$1B to subrecipient's throughout the state.
- Provided oversight of over 4,100 projects eligible for federal grant program.
- Presented informative briefings and trainings in 46 counties on program eligibility and requirements.
- Implemented, reimbursed, and closed the Fire Management Assistance Grant (FMAG) for South Carolina.
- Responsible for the implementation of the COVID-19 major disaster declaration, DR-4492, to include coordination with other state agencies to maximize resources related to the Coronavirus Relief Fund (CRF). South Carolina chose to utilize received CRF funds to offset the nonfederal share of the Public Assistance program.

*Hearts & Hands Disaster Recovery*

**Position:** Program Manager | **Dates:** February 2016 – March 2017

**Project Description:** Achieved organizational objectives by contributing information and recommendations to organization's vision. Directed all preparedness, response and recovery efforts on behalf of HHDR within the state of South Carolina. Focused on long-term recovery work to include case management. Developed and maintained relationships with county and local governments affected by disaster, and with state and national disaster partners to work toward a statewide successful recovery.

**Responsibilities:**

- Provided oversight in the case management of 5,600 residents in a Presidentially declared disaster.
- Directly and indirectly supervised 63 personnel within the organization.
- Assisted in the recovery efforts of four Community Development Block Grant (CDBG)-DR programs.
- Fostered and formalized relationships with organizations and government agencies to include state agencies, American Red Cross, United Way, Catholic Charities, and St. Bernard Project to provide engagement opportunities.

*United States Army*

**Position:** Social Services Coordinator | **Dates:** January 2014 – February 2016

**Project Description:** Collaborated as a case manager within multidisciplinary teams to provide services to wounded, ill, and injured warriors and their families covering over 900,000 square kilometers in Europe. Coordinated resources for services and assistance to warriors and family members. Managed the implementation, coordination, monitoring and evaluation of options and



services and events to address organization and client needs.

**Responsibilities:**

- Created and formalized relationships with organizations including American Red Cross, United Services Organizations, Army Community Services, and Wounded Warrior.
- Transitioned 453 soldiers out of the Army by providing educational and career counseling.
- Developed and provided oversight to 17 programs.

*American Red Cross*

**Position:** Field Office Coordinator | **Dates:** September 2012 – January 2014

**Project Description:** Oversaw all Human Resource functions for Red Cross volunteer program, including personnel recruitment, in-processing, training coordination, manpower utilization, and annual performance evaluation management. Worked closely with Landstuhl Regional Medical Center's chain of command to directly implement Regional Health Command-Europe's strategic initiatives. Identified and initiated business development strategies and technology, instrumental in developing corporate partnerships and volunteer incentives.

**Responsibilities:**

- Saved over \$1.1M in fiscal year 2014 by managing over 500 volunteers who generated over 47K volunteer hours.
- Boosted Online Volunteer Management System usage 200% by leading strategic communications campaign that increased communication and efficiency for volunteer utilization.





## Courtney Mangas, CNP

### Senior Consultant



#### Education

- .A., Interdisciplinary Studies, focus in Poverty Alleviation through Sustainable Development, Humboldt State University
- University Study Abroad Consortium (USAC), Puntarenas, Costa Rica and Santiago, Chile, International Political Economy of Latin America

#### Certifications

- Certified Nonprofit Professional Nonprofit Leadership Alliance (CNP)
- Federal Emergency Management Fundamentals of Grants Management, L0705

#### Clearance

- Public Trust Security Clearance – Inactive

Ms. Mangas has five years of disaster response and recovery experience in FEMA Public Assistance and Community Development Block Grant – Disaster Recovery (CDBG-DR) programs. Courtney has specific expertise in needs assessment and disaster impact reporting, interagency recovery coordination and federal disaster grant management. Ms. Mangas currently supports the Texas General Land Office (GLO) through project management of (CDBG-DR) programs. Ms. Mangas:

- Is experienced in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), and the Federal Emergency Management Agency (FEMA) Public Assistance Grant Program (PA).
- Reviews, evaluates and provides analysis to management on applications for CDBG-DR funding.
- Provides technical assistance to subrecipients regarding program rules and federal policies and regulations.

#### CohnReznick Project Experience

*Client: Texas General Land Office (GLO), Grant Administration, Project Management*

**Position:** Subject Matter Expert | **Dates:** June 2020 - Present

##### **Project Description:**

- CohnReznick is sub-contracted with Grantworks, Inc. and the State of Texas General Land Office (GLO) to administer approximately \$2.3 billion in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funding for expenses related to disaster relief, long-term recovery, and restoration for Houston and Harris County. We oversee all aspects of program management, including policy and procedural development in line with GLO's action plan and goals, training and technical assistance, as well as program management and implementation.
- Additionally, our team performs project reviews to determine project and applicant eligibility for CDBG-DR funds, reviews DOB to ensure CDBG-DR funds are used to address unmet need and utilized as funding of last resort, and we provide underwriting for multi-family and economic development projects. We review





payment requests from the City of Houston and Harris County to ensure payment programmatic compliance.

**Responsibilities:**

- Advise on program-specific processes and policy requirements
- Review program applications for eligibility and completeness
- Review and process project reimbursement requests
- Develop Standard Operating Procedures for application review and draw processes
- Review program Guidelines and SOP's for completeness and policy compliance
- Complete weekly and monthly reporting requirements to demonstrate overall progress of programs
- Monitor program budget against application and draw requests to ensure funding goals are being met
- Facilitate interagency program meetings

*Client: Texas Division of Emergency Management (TDEM)*

**Position:** Disaster Response and Recovery Consultant | **Dates:** June 2018 – June 2020

**Project Description:** Led by CohnReznick professionals with expertise in disaster recovery grant management, CohnReznick serves as the prime contractor to the Texas Division of Emergency Management for Federal Grant Administration. CohnReznick is responsible for establishing consistent oversight standards, providing proactive technical assistance and communication, project and disaster closeouts, centralized data and reporting, quality management protocols, reviewing and improving procedures, and addressing reimbursements and financial management.

**Responsibilities:**

- Performs complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to respond, administer, organize, and monitor federally funded disaster grants within the state of Texas;
- Conducts applicant briefings and other outreach and training activities, ensures grant applications are received and processed properly, and monitors both the programmatic and financial aspects of awarded projects;
- Ensures deadlines are met, applications or other documentation are complete and correct prior to submission to federal authorities, monitoring activities are conducted in accordance with project-worksheet (PW) guidelines, projects are completed within the approved scope of work, and payment requests are promptly and correctly processed;
- Reviews progress reports, payment requests, and provides guidance and assistance to grant recipients on documentation requirements and resolution of PW-related issues;
- Performs budget-monitoring and project-site inspections, and documents progress and/or completion of projects, causes for delays in PW completion from established timelines, or deviations from the scope of work to ensure procurement and contracting compliance;
- Evaluates opportunities and requirements to assist local jurisdictions and state agencies in maximizing reimbursement potential;
- Ensures compliance with federal, state and local regulations and ordinances;
- Facilitates communications between sub-grantees, state and federal entities;



- Processes scope changes, time extensions and quarterly reports; and
- Monitors compliance through regular technical assistance, quarterly status reviews, and ongoing monitoring of reimbursement requests.

## Other Project Experience

### *Agency: Federal Emergency Management Agency (FEMA)*

**Position:** Recovery Coordination Specialist | **Dates:** September 2017 – July 2018

**Assignment Description:** Disaster response and recovery efforts in response to federally declared disaster DR-4332 Hurricane Harvey.

**Responsibilities:**

- Identified/developed and maintained relevant databases to internal partners, such as MaxTrax and SharePoint
- Assisted in the identification of potential funding sources to leverage recovery program resources and address financial gaps, specifically within the Department of Interior and National Park Service
- Analyzed cadre-wide reports (the Mission Scoping Assessment and Recovery Support Strategy) to identify opportunities for cross-sector collaboration
- Prepared analytical documents as directed, such as the Recovery Support Strategy Matrix
- Researched and synthesized recovery resources and information pertaining to the specific disaster
- Facilitated information flow between Recovery Support Function Field Coordinators and state/tribal and local government leadership
- Facilitated and prepared multi-stakeholder meetings
- Arranged resource coordination meetings/events to facilitate access to resources
- Identified opportunities to coordinate with internal partners and connected RSF Coordinator to appropriate partners within the cadre
- Solicited reports, surveys, site visit findings from various partner agencies, both state and federal, to inform the Mission Scoping Assessment process

### *Agency: Federal Emergency Management Agency (FEMA)*

**Position:** Recovery Coordination Specialist | **Dates:** March 2017 – September 2017

**Assignment Description:** Louisiana Resilient Recovery Initiative lead by FEMA and coordinated through the Governor's Office of Homeland Security & Emergency Preparedness.

**Responsibilities:**

- Built working relationships with State partners, particularly within the Governor's Office of Homeland Security & Emergency Preparedness
- Coordinated with FEMA national leadership, state and local partners to develop and conduct Louisiana Resilient Recovery (LARR) Governor's Kickoff and Summit events
- Worked with a team of 5 to develop a Standard Operating Procedure (SOP) to be used as a guideline for future Kickoff and Summit events
- Assisted Mitigation cadre members with preparing Louisiana Watershed Study Kickoff presentation and materials



## Makayla Conroy

### Senior Consultant



#### Education

- B.A., in International Studies with a concentration in Global Political Economy, University of Denver

Ms. Conroy has over three years of experience in finance and worked with banks and large public pension funds, adhering to government-issued investment compliance standards. Ms. Conroy has worked in consulting since 2021, providing grants management and consulting services on the State of Connecticut's ERAP program. She has also provided project management services for the State of Connecticut's cannabis licensing lottery and Delaware State Housing Authority.

#### CohnReznick Project Experience

*Client: Delaware State Housing Authority*

**Position:** Senior Consultant | **Dates:** January 2023 – Present

**Project Description:** CohnReznick is engaged to provide Project Management, Accounting & Compliance Reporting for DSHA's State and Local Fiscal Recovery Funds (SLFRF) Program, funded under the American Rescue Plan Act (ARPA). This \$60 million program incorporates several sub-programs to address the critical affordable housing needs throughout the State of Delaware. The Catalyst Fund is designed to redevelop blighted areas unable to be redeveloped by traditional market forces. The Accelerator and Preservation Fund are separate approaches to stabilize and increase the number of affordable housing units throughout the state. Finally, the Market Pressure Relief program seeks to address the rapidly evolving market and economic conditions to ensure that ongoing affordable housing LIHTC developments continue their sustainability.

**Responsibility:**

- Attend client meetings and solicit feedback from key stakeholders to inform program design and implementation across six initiatives;
- Research Treasury guidance in order to provide strategic advice and policy recommendations;
- Develop workpapers and standard operating procedures;
- Design subsidy grant underwriting and QA/QC processes;
- Review project application eligibility;
- Conduct compliance monitoring and reporting functions.

*Client: Texas General Land Office (GLO)*

**Position:** Senior Consultant | **Dates:** October 2022 - Present

**Project Description:** CohnReznick is currently engaged with the



GLO to provide application underwriting services to facilitate CDBG-DR housing activities administered by the GLO under the State of Texas Plan for Disaster Recovery. The State of Texas has set aside over \$450 million for the Hurricane Harvey Affordable Rental Housing Program to rehabilitate, reconstruct, and newly construct multi-family housing.

**Responsibility:**

- Assess applicant's ability to construct and operate multi-family housing utilizing CDBG-DR funds;
- Analyze the financial feasibility of proposed developments;
- Underwrite the allowability and cost reasonableness of all hard construction costs, associated soft costs, and development fees;
- Analyze gap funding, identify potential duplication of benefits issues, and review projects for undue enrichment; and
- Provide guidance to the State of Texas regarding CDBG program and other federally required regulatory compliance.

*Client: US Department of Energy, Centers for Medicare and Medicaid, and National Oceanic and Atmospheric Administration*

**Position:** Senior Consultant | **Dates:** April 2022 – Present

**Project Description:** CohnReznick provides project management services for contract audits for multiple federal agencies.

**Responsibility:**

- Supported contract audit team by readying files and kickoff emails;
- Closed out audits and uploaded files to the appropriate locations for administrative purposes;
- Generated project progress, budget, and time analysis reports for Managers;
- Completed client deliverables including monthly reports and bi-monthly invoices;
- Attended client meetings.

*Client: State of Connecticut Social Equity Council*

**Position:** Senior Consultant | **Dates:** February 2022 – Present

**Project Description:** CohnReznick provides advisory services to the State of Connecticut Social Equity Council for its social equity cannabis licensing initiative.

**Responsibilities:**

- Develop workpapers and standard operating procedures;
- Review business agreements, tax documents, and other supporting documentation to ensure compliance with guidelines set forth by RERACA;
- Perform QA/QC on others' work prior to advancing recommendations to the Social Equity Council;
- Manage workflow and ensure that work is evenly distributed across team members and monitoring overall progress of applications advanced;
- Complete client deliverable reports and attend client meetings.

*Client: State of Connecticut Department of Housing*

**Position:** Consultant | **Dates:** May 2021 – December 2021

**Project Description:** CohnReznick provided Program Management and Eligibility Determination



services for the CT DOH's Emergency Rental Assistance Program – UniteCT.

**Responsibilities:**

- Performed secondary eligibility determination reviews in accordance with Treasury and Program guidelines and ensured all relevant documentation was provided;
- Underwrote and approved funding amounts for cases eligible for assistance;
- Assisted in the review and drafting of Standard Operating Procedures;
- Team lead for policy reconciliation and application recertification processes.





## FATIMA JUAREZ, Associate



### EDUCATION

Bachelor of Science degree in Human Services  
With Mental Health Concentration  
Minor: Psychology  
California State University of Fullerton

Fluent in Spanish



### PROFESSIONAL EXPERIENCE

**ASSOCIATE | 2021-Present**  
*LeSar Support Services, San Diego, CA*

Provide assistance to disaster recovery outreach activities, meeting facilitation, stakeholder and community engagement, research, writing, and other duties in support of LSS client work. Coordinate and lead stakeholder interview and other key informant interviews, both individual and group, as well as similar qualitative analyses. Conduct quantitative research such as compiling regional and community data from HUD, US Census Bureau, CDC, etc. Draft, review, and finalize written products including memoranda, full-length reports and executive summaries, market research analyses, etc. Assist with business development activities including identifying opportunities, drafting narrative RFP responses and Scope of Work, drafting budgets and deliverable calendars, etc. Provide assistance with document translation from English to Spanish and remediate documents.

**HELPLINE ADVOCATE & COMMUNITY ADVOCATE | 2019 - 2020**  
*Women's Transitional Living Center, Fullerton, CA*

Provided rapport to domestic violence and human trafficking victims and survivors during helpline crisis calls. Provided clients support to obtain resources and referrals they needed to minimize the risk of current or future abuse. Prepared and facilitated Parenting classes and Personal Empowerment Program classes in the Orange County community. Prepared and facilitated any presentations and community events in the orange county area.

**YOUTH LEADER | 2019**  
*Higher Ground Youth and Family Services, Anaheim, CA*

Provide at-risk youth in groups of 15-20 assistance with their work during homework time. Shadow second through eighth grade children during group therapy in group of four to six at a time. Interact with children during their daily activities that vary from guitar classes, dance, dog therapy, etc. Assist children with behavioral needs with "think sheets" where a contract is created on their negative behavior and how they can improve it for future situations.

### PROFESSIONAL AFFILIATIONS / COMMUNITY SERVICE

*Keynote speaker, Los Angeles Reproductive Health Equity Project for Foster Youth | October 2019*

*Panelist, Los Angeles County Office of Education Leadership Conference | August 2019*

*Volunteer, A Sense of Home, furnished the home of a former foster youth | April 2018*

*Panelist, feedback session with LA County Board of Supervisors on youth transitioning out of foster care, hosted by Youth in Action | April 2018*



**BRITTANY HALFHIDE, PMP, Outreach Associate**

## EDUCATION

Master of Business Administration  
Columbia Southern University

Bachelor of Science, Psychology  
University of Phoenix

Project Management Professional Certification (PMP)  
Certified 2021

## PROFESSIONAL EXPERIENCE

**OUTREACH ASSOCIATE | 2023–Present**  
*LeSar Support Services, San Diego, CA*

- Directly assisting survivors of multiple wildland fires in their recovery and rebuild efforts.
- Surveying clients fire damage, obtaining, organizing, scheduling, and administrative tasks.
- Client outreach and engagement to assist with disaster recovery.

**LEGAL PROJECT COORDINATOR | 2015 – 2023**  
*Law Office of Kenneth P. Roye, Chico, CA*

- Assisted in the organization and presentation of community town halls to inform the public of fire recovery resources.
- Participated in the outreach of distributing FAQs regarding fire damages.
- Attended and help organize an annual Wildland Fire Litigation Conference.
- Met with clients on fire damaged property to review damages sustained.
- Made follow-up visits throughout the case.
- Organized and completed questionnaires related to client damages.
- Worked with clients to coordinate information exchange from clients to damage experts.
- Assisted clients in preparation of documents related to the PG&E Wildfire Assistance Program and eligibility.
- Primary point of contact for all 400+ firm clients.

## COMMUNITY SERVICE

**Catalyst Domestic Violence -Volunteer | June 2014 – June 2015**

- crisis intervention
- community engagement events
- legal outreach and advocacy





## RACHEL RALSTON, Chief of Staff



### EDUCATION

---

Ph.D., Communication

The Ohio State University

Master of Arts, Communication

The Ohio State University

Bachelor of Arts, English Literature

University of California, Berkeley

### PROFESSIONAL EXPERIENCE

---

CHIEF OF STAFF | 2023–Present

*LeSar Support Services, San Diego, CA*

As Chief of Staff, oversees performance management and business development synergies across the client-facing teams.

PRINCIPAL / SENIOR ASSOCIATE | 2016–2023

*LeSar Development Consultants, San Diego, CA*

As Principal/Senior Associate, focused on project management, stakeholder engagement, and strategic planning. Has extensive experience with community outreach regarding homelessness and affordable housing issues in San Diego and Los Angeles, as well as homelessness plan development and implementation, client needs assessments, and qualitative and quantitative data analysis.

MARKETING AND COMMUNICATIONS MANAGER | 2010–2011

*LeSar Development Consultants, San Diego, CA*

Worked on client projects including evaluating first time homebuyer loan packages. Managed and drafted all materials related to marketing, business development, and internal and external communications. Oversaw administrative staff.

ASSOCIATE | 2009–2010

*LeSar Development Consultants, San Diego, CA*

Worked on client projects, oversaw and coordinated budget preparation, business development, administrative staff, infrastructure, contract compliance, billing, and productivity.

OFFICE/OPERATIONS MANAGER | 2007–2009

*LeSar Development Consultants, San Diego, CA*

Worked on client projects and oversaw contract management, RFP/RFQ preparation, scheduling, billing, and marketing.

ASSOCIATE/WEB EDITOR | 2005–2007

*San Diego Gay & Lesbian Times, San Diego, CA*

Managed assignments for staff reporters, weekly columnists, and freelance reporters and writers. Wrote editorials, news stories, features and entertainment articles on a variety of topics pertinent to the gay, lesbian, bisexual, and transgender community. Conceptualized, planned, and implemented content.

### PROFESSIONAL DEVELOPMENT

---

Certificate, Executive Program for Growing Companies | August 2022

Stanford University Graduate School of Business





**ATTACHMENT C**  
**FORM D.8**  
**SOFTWARE AS A SERVICE AGREEMENT**

This **Software As a Service Agreement** (the “Agreement”) is made as of [month, day, year], (“Effective Date”) between [name of customer] with principal offices at [address of customer] (“Customer”) and 3Di, Inc., a California corporation, with its principal office at 3 Pointe Drive, Suite 307, Brea, CA 92821 (“Vendor”).

**WHEREAS**, Vendor is in the business of supplying software applications and related services to organizations in the Public Sector industry, including, among other things, 3Di Engage, a CRM based customer engagement SaaS Platform designed for the digital transformation of the delivery of civic services with the highest levels of transparency, efficiency, and accountability.

**WHEREAS**, Customer is a public sector City Government that desires the use of the 3Di Engage Citizen Engagement software solution and services;

**WHEREAS**, Customer desires to have Vendor provide Cloud Hosting with Vendor providing Installation Qualification (“IQ”) and the Customer retaining responsibility for Operational Qualification (“OQ”) and User Acceptance/Production Qualification (“UAT/PQ”); and

**WHEREAS**, Vendor and Customer desire to enter into this Agreement defining their respective rights and responsibilities and memorializing the terms and conditions pursuant to which Vendor will provide to Customer the Services for a fee.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties intending to be legally bound hereby agree as follows:

**Definitions**

- a. **“SaaS”** is an acronym for “Software As A Service” and means the combined hosting and support services provided in this Agreement.
- b. **“SaaS Materials”** shall mean the written materials relating to the operation and use of the Vendor Software including, but not limited to, user manuals, user guides, technical manuals, release notes, and online help files regarding use of the Vendor Software provided as part of the Service, and any other materials prepared in connection with any Vendor Software modification, correction, or enhancement, and shall include any updated versions of SaaS Materials as may be provided by Vendor from time to time (1) in the course of providing the Service; (2) as part of an online tutorials or help files provided with the Service; or (3) in the course of providing web seminars in which Customer or Customer’s Users enroll.
- c. **“Application Support Services”** shall mean the support not included in the Product Support Services and defined in Schedule C.

## ATTACHMENT C

- d. **“Base Components”** means the hardware, software, and hosting environment as specified in Schedule D that Vendor makes available for use by Customer as part of the Service.
- e. **“Cloud Hosting”** means the provision of products and services in a hosted, virtualized environment, accessible via the internet.
- f. **“Vendor Software”** means Vendor proprietary software applications and user interfaces as defined in Schedule A and made available to Customer by Vendor as part of the Service. Vendor Software may contain third-party components licensed to Vendor.
- g. **“Customer Data”** means all data, files, including hypertext markup language files, documents, audio and visual information, graphics, scripts, programs, applets or servlets that Customer creates, installs, uploads to or transfers in or through the Service or provides in the course of using the Service, excluding identification and other information provided by Customer relative to Customer Users.
- h. **“Electronic Communications”** shall mean any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically to or from the Service.
- i. **“Infrastructure Support Services”** shall mean the support provided by Vendor for the maintenance and stability of the computer hardware and hosting environment provided as part of the Service.
- j. **“Product Support Services”** shall mean the support provided by Vendor to remediate, correct, or abate errors in the out of the box Vendor Software that is provided as part of the Service as defined in Schedule B. Support for customer specific configurations and customizations (if any) are handled by Application Support Services defined in schedule C.
- k. **“Purchase Order Form(s)”** refers to a Customer document, in either electronic or written form, issued by Customer to confirm Customer’s purchase of the Service. The parties acknowledge and agree that the terms and conditions of any such Purchase Order Form shall not be binding upon the parties or in any way modify, amend, or supersede the terms and conditions of this Agreement.
- l. **“Service”** shall mean the software and infrastructure in a hosted environment provided and maintained by Vendor to which Customer is being granted access under this Agreement via a web site or another designated IP address. Service or Services includes Product Support Services and Application Support Services described in this Agreement.
- m. **“Term”** means any Initial Term and/or Renewal Term as defined in Section 6 of this Agreement.
- n. **“Third Party Products”** means application software products provided by third party vendors, including operating system and application software with which the Vendor Software interfaces and which provides certain functionality essential to the operation of the Vendor Software. Third Party Products are licensed to Vendor for incorporation and use in the hosted environment as part of the Service as set forth in the Statement of Work. For the sake of clarity, the term Third-Party Products does not refer to third-party software components, if any, incorporated into Vendor Software.
- o. **“User(s)”** means Customer’s employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer or on Customer’s behalf.

### 1 PROVISION OF SERVICES

In consideration of the fees paid by Customer under this Agreement, Vendor agrees to provide Customer access to the Service. Specific components of the Service to be provided to Customer are as outlined in the Schedules annexed hereto.

## ATTACHMENT C

### 2 INSTALLATION SCHEDULE

Vendor will implement the infrastructure described in Schedule D in conformance with the Statement of Work entered into by separate agreement between the Parties and dated of ~~-TBD-~~, to provide Customer the Services described in this Agreement.

This schedule is contingent on:

- (i) the Vendor Software having been installed and accepted by Customer
- (ii) Customer providing: all data required by Vendor in order to implement the infrastructure as defined in the Statement of Work between the Parties and dated as of the ~~-TBD-~~.
- (iii) Customer completing all tasks and activities required as a prerequisite in order for the system to be placed into production use. Example of these types of activities are, but not limited to, validation activities, document approval, data migration, user training etc.
- (iv) Customer providing their internal infrastructure and connectivity needed to access the Services.

Failure of Customer to achieve all the contingencies described above as well as all other reasonable tasks required of Customer will require an adjustment in the schedule and may require the payment of additional fees by Customer.

### 3 LICENSE GRANTS

Subject to the terms and conditions of this Agreement, Vendor grants to Customer during the Term of this Agreement the nontransferable, nonexclusive worldwide right to permit Users to (a) use the Service, including the Base Components thereof, (b) display and print Customer Data, (c) export Customer Data, and (d) use the SaaS Materials solely in connection with the Service, all solely for Customer's own internal business operations, provided such internal business operations shall not include commercial time-sharing, rental, outsourcing, service bureau or similar use. For purpose of this license grant, "Customer" shall include any outsourced or other third-party consultants or similar personnel supporting Customer as part of its typical business practices, acting under Customer's direction and for whom Customer is fully responsible hereunder. Customer acknowledges and agrees that the license granted, for the items listed in Schedule A herein, is not a concurrent user license and that the rights granted to Customer in this Agreement are subject to all of the following agreements and restrictions:

- (i) the maximum number of Users that Customer authorizes to access the Service shall not exceed the number of licenses Customer has been granted, as set forth in Schedule A; (ii) licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who are no longer permitted to access the Service; (iii) Customer shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Service or the SaaS Materials available to any third party other than an authorized User; (iv) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Service, including without limitation the Vendor Software and or SaaS Materials that are provided as a part thereof, or access the Service or SaaS Materials in order to build a similar or competitive product or service; (v) Customer shall not create Internet "links" to the Service or "frame" or "mirror" any part of the Service, including any content contained in the Service, on any other server or device; (vi) except as expressly stated herein, no part of the Service or SaaS Materials may be copied, reproduced, distributed, republished,

## ATTACHMENT C

downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (vii) Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Service; (viii) Customer acknowledges and agrees that Vendor or its Third Party Vendors shall own all right, title and interest in and to all intellectual property rights in the Service and the SaaS Materials and any suggestions, enhancement requests, feedback, or recommendations provided by Customer or its Users relating to the Service or the SaaS Materials, including all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, know-how and other trade secret rights, and all other intellectual property rights, derivatives or improvements thereof; (ix) unauthorized use, resale or commercial exploitation of any part of the Service or SaaS Materials in any way is expressly prohibited; (x) Customer does not acquire any rights in the Service or SaaS Materials, express or implied, other than those expressly granted in this Agreement and all rights not expressly granted to Customer are reserved by Vendor and Third Party Vendors; and (xi) this Agreement is not a sale and does not convey any rights of ownership in or related to the Service, Vendor Software, Third Party Products, or SaaS Materials to Customer.

### **4 LICENSES FROM CUSTOMER**

Subject to the terms and conditions of this Agreement, Customer grants to Vendor and its Third Party Vendors the non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use (a) Customer Data solely to the extent necessary to provide the Service and SaaS Materials to Customer, and (b) any trademarks that Customer provides Vendor for the purpose of including them in Customer's user interface of the Service ("Customer Trademarks"). Customer acknowledges and agrees that Customer Data and information regarding Customer and Customer's Users that is provided to Vendor and its Third Party Vendors in connection with this Agreement may be (a) processed by Vendor and its Third Party Vendors to the extent necessary to provide the Service and (b) transferred outside of the country or any other jurisdiction where Customer and Customer's Users are located. In addition, Customer acknowledges and agrees that it is Customer's obligation to inform Customer's Users and customers of the processing of Customer Data and information regarding Customer and Customer's Users pursuant to this Agreement and to ensure that such Users and customers have given any necessary consent to such processing as required by all applicable data protection legislation. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data and information regarding Customer and Customer's Users. Customer agrees that the license to the Customer Data shall survive termination of this Agreement solely for the purpose of storing backup Customer Data in accordance with the terms of this Agreement.

By providing Customer with the Services, Vendor does not acquire any right, title and/or interest in the content material (including but not limited to text, Customer-provided software, scripts, trademarks, logos, HTML coding, domain names, links, graphics, audio, video, and any data) that Customer makes available for use by Users by means of the Services (collectively "Content"). Except as expressly set forth in the Schedules as being the responsibility of Vendor, Customer is solely responsible for all Content.

## ATTACHMENT C

### 5 PROPRIETARY RIGHTS

#### 5.1 VENDOR PROPRIETARY RIGHTS

Customer acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the Service may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by Vendor, nothing in the Service, the SaaS Materials, or the Agreement shall be construed to confer any license to any of Vendor's (or its third party manufacturer's, author's, developer's, vendor's, and service provider's ("Third Party Vendors"), intellectual property rights, whether by estoppel, implication, or otherwise. Without limiting the generality of the foregoing, any names or trademarks of the Vendor Software listed on Schedule A and other Vendor service marks, logos and product service names are marks of Vendor (the "Vendor Marks"). Customer agrees not to display or use the Vendor marks, or the marks of any Third Party Vendor, in any manner without the owner's express prior written permission. Vendor reserves the right to subcontract any or all services provided hereunder to third parties.

#### 5.2 CUSTOMER PROPRIETARY RIGHTS

Vendor understands that its work for Customer will involve access to and creation of confidential, proprietary and trade secret information and materials of Customer and/or its suppliers, partners or clients (collectively, "Proprietary Information"). The Proprietary Information includes, without limitation, (a) information, ideas or materials of a technical or creative nature, such as computer source and object code; (b) information, ideas or materials of a business nature; and (c) the terms and conditions of this Agreement.

#### 5.3 RESTRICTIONS ON USE AND DISCLOSURE.

Vendor understands that Proprietary Information is extremely valuable to Customer. Accordingly, Vendor agrees during the term of this Agreement and thereafter that it (a) shall hold all Proprietary Information in confidence and trust for the benefit of Customer; (b) shall not copy or use (or allow any of its employees, contractors or agents to copy or use) any Proprietary Information, except as may be necessary to perform the Services; (c) shall use the Proprietary Information only for the benefit of Customer (and not for the benefit of Vendor or any third party); and (d) shall not disclose or otherwise make available any such Proprietary Information to any third party except as authorized in writing and in advance by Customer. All Proprietary Information is and shall remain the sole property of Customer.

## ATTACHMENT C

### 6 LICENSE FEE, TERM AND PAYMENT

The initial term (“Initial Term”) of this Agreement will commence on the Effective Date and will terminate on the fifth (5<sup>th</sup>) anniversary of the Effective Date. Each 12 month period after the Effective Date will be defined as a “Service Year”, e.g. Months 1-12 will constitute Service Year 1 and months 13-24 will constitute Service Year 2, etc.). Following the expiration of the Initial Term, the Agreement shall automatically continue on a month-to-month basis, until such time as either party provides thirty (30) days’ written notice to the other party of its intent to cancel the Agreement. Additionally, the Initial Term may be renewed (a “Renewal Term”) upon mutual agreement of the parties in writing. For the Initial Term Customer shall pay fees as detailed in the Payment Schedule set forth below. Invoices shall be payable within thirty (30) days after receipt thereof. In addition to any remedies Vendor may have pursuant to this Agreement or at law for non-payment, delinquency in payment may result in a delay or suspension of the right to use the Service. In the event Vendor incurs any costs (including reasonable attorney’s fees) from efforts collecting overdue fees from Customer, Customer agrees to pay such costs. Customer further agrees to pay all foreign, federal, states, and local taxes, if applicable, to Customer’s access to, use, or receipt of the Service.

Payment Schedule	Payment Due Upon	Amount
Implementation Fee that includes: <ul style="list-style-type: none"><li>• Software Implementation and Project Management.</li><li>• Functionality to route requests via SOAP web services (AMANDA by Granicus.)</li><li>• Functionality to view the user’s submissions and the status of submissions via SOAP web services (AMANDA by Granicus.).</li><li>• Functionality to route requests via REST web services (Cartegraph OMS).</li><li>• Functionality to view the user’s submissions and the status of submissions via REST web services (Cartegraph OMS) for up to 4 instances of Cartegraph.</li><li>• Training (“Train the Trainers”) on the use of the SaaS Software Application</li></ul>	SaaS “Go-Live”	\$44,250

## ATTACHMENT C

SaaS Fees Service Year 1	Within 30 days of SaaS “Go-Live”	\$39,000
SaaS Fees Service Year 2	Within 30 days of start of Service Year 2	\$39,000
SaaS Fees Service Year 3	Within 30 days of start of Service Year 3	\$39,000
SaaS Fees Service Year 4	Within 30 days of start of Service Year 4	\$39,000
SaaS Fees Service Year 5	Within 30 days of start of Service Year 5	\$39,000
<b>Total:</b>		<b>\$239,250</b>

### 7 TERMS OF SERVICE

#### 7.1 *Service Extensions or Updates*

Customer further agrees that, unless explicitly stated otherwise, any new features that augment or enhance the Service, and or any new service subsequently purchased by Customer pursuant to an amendment accepted by Vendor referencing this Agreement will be subject to this Agreement.

#### 7.2 *Customer Must Have Internet Access*

In order to use the Service, Customer must have or must obtain access to the World Wide Web, either directly or through devices that access Web-based Content. Customer must also provide all equipment necessary to make (and maintain) such connection to the World Wide Web in accordance with the requirements set out in Schedule D.

#### 7.3 *Email and Notices*

Customer agrees to provide Vendor with Customer’s e-mail address (es), and to accept emails (or other Electronic Communications) from Vendor at the e-mail address Customer specifies. Notwithstanding any provision in the Agreement to the contrary, acknowledgement by an officer of Customer is not required with respect to e-mail communications pertaining to the Customer’s routine use of the Service, including without limitation communications relating to the support, maintenance, or the updating of the Service. Customer further agrees the Vendor may provide any and all required notices including legal notices to Customer through either e-mail (or other electronic transmission), or by mail or express delivery service in accordance with Section 14.

#### 7.4 *Passwords, Access, and Notification*

Customer may designate up to the number of Users that corresponds to the number of permitted Users set forth in Schedule A. Customer will provide and assign unique password and user names to each authorized User for each license purchased. Customer acknowledges and agrees that Customer is prohibited from sharing passwords and or user names with unauthorized users. Customer will be responsible for the confidentiality and use of Customer’s (including its employees’) passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration,

## ATTACHMENT C

account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. Vendor will act as though any Electronic Communications it receives under Customer's passwords, User name, and/or account number will have been sent by Customer. Customer agrees to notify Vendor if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user names, and/or account number. The foregoing shall also apply to any Purchase Order Forms submitted by the Customer for further User licenses.

### *7.5 Customer's Responsibilities*

Customer agrees to comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with its use of the Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data. Customer will ensure that any use of the Service by Customer's Users is in accordance with the terms of this Agreement. Customer agree to notify Vendor immediately of any unauthorized use of any password or account or any other known or suspected breach of security or any known or suspected distribution of Customer Data. Customer acknowledges and agrees that the Service is subject to the U.S. Export Administration Laws and Regulations. Customer agrees that no part of the Service or information obtained through use of the Service, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations and are subject to change without notice, and Customer must comply with the list as it exists in fact. Customer certifies that neither Customer nor any Users are on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. Customer agrees to comply strictly with all U.S. export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required. Any unauthorized use of the Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

In addition to its responsibilities in this Agreement, Customer is responsible for all Customer responsibilities indicated in the Schedules attached hereto or entered into pursuant hereto and all other responsibilities not designated as responsibilities of Vendor.

Customer is solely responsible for obtaining all licenses and permissions necessary related to the Content, including without limitation licenses for any third-party software included in the Content.

Customer shall not resell the Services directly or indirectly to third parties.

### *7.6 Transmission of Data*

Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to Customer's use of the Service. Customer expressly consents to Vendor's interception and storage of Electronic Communications and/or



## ATTACHMENT C

Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the internet, and over various networks, only part of which may be owned and/or operated by Vendor. Customer acknowledges and understands that changes to Customer's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Customer agrees that Vendor is not responsible for any Electronic Communications and/or Customer Data which are lost, altered, intercepted or stored without authorizations during the transmission of any data whatsoever across networks not owned and/or operated by Vendor.

### *7.7 Vendor's Support*

Vendor will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to maintenance and support of the Base Components, providing Customer with user guides and on-line help, and product support as set forth in Schedule B. Infrastructure Support Services shall be provided as set forth in Schedule D. Infrastructure Support Services pertain to the maintenance of the computer hardware and hosting environment provided as part of the Service. Vendor will also provide Product Support for Vendor Software employed as part of the Service as set forth in Schedule B annexed hereto. Product Support pertains to support designed to remedy errors in Vendor Software that cause it to deviate from the specifications as described in the SaaS Materials. Vendor also offers "for fee" extended support options and Professional Services consultation, which services may include, among other things, training services, business and regulatory process consulting, submission processing support, submission migration services and system configuration.

### *7.8 Confidential Information*

Each party may have access to information that is confidential to the other party ("Confidential Information"). For purposes of this Agreement, Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Customer's Confidential Information shall include, but not be limited to, Customer Data. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure without any obligation of confidentiality and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information, as established by written records. The parties agree to use commercially reasonable efforts not to make each other's Confidential Information available in any form to any third party. Notwithstanding the foregoing, Customer acknowledges and agrees that Vendor may disclose Customer's Confidential Information to its Third Party Vendors solely to the extent necessary to provide products or services under this Agreement. This Section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that a party who has

## ATTACHMENT C

been subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information (the “Responding Party”) shall first have given sufficient and prompt written notice to the other party of the receipt of any subpoena or other request for such disclosure, so as to permit such party an opportunity to obtain a protective order or take other appropriate action. The Responding Party will cooperate in the other party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If the Responding Party is compelled as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only that part of the Confidential Information as is required by law to be disclosed.

Notwithstanding anything to the contrary in this Agreement, Content is not included in Confidential Information as defined above. To the extent Vendor has any access to Content in the course of providing the Services, Vendor's entire obligation to keep Content confidential is stated in this Section below. Vendor shall not, intentionally (i) access Customer's Content or (ii) disclose Customer's Content to any third party, except to the extent: (a) Customer makes its Content publicly available, (b) as necessary for Vendor to provide, or obtain third-party supplier support for, the Services or to provide information requested by Customer, or (c) as specifically authorized by Customer in writing. Vendor's obligation to protect Content from unauthorized use, access or disclosure is: (i) to provide the Security Services specifically set forth in this Agreement and (ii) maintain and enforce the then-current standard Vendor security policies and standards applicable to the Services as practiced at the service locations from which Vendor is providing the Services to Customer.

The obligations in this Section shall not apply to the recipient of Confidential Information and/or Vendor with respect to Content to the extent disclosure of Confidential Information or Content is required to comply with laws or respond to requests by a regulatory or judicial body and/or as otherwise required for legal process. In the event that any such disclosure is required, the recipient, and/or Vendor with respect to Content, reserves the right to charge the other party on a time-and-materials basis for recipient's/Vendor's reasonable efforts related to its compliance and response, including, if applicable, reasonable attorney's fees.

### **8 SUSPENSION/TERMINATION**

#### **8.1 *Suspension for Delinquent Account***

Vendor reserves the right to suspend Customer's access and/or use of the Service for any account for which any payment is due but remains unpaid after thirty day's written notice of such delinquency. Customer agrees that Vendor shall not be liable to Customer, or to any third party, for any suspension of the Service resulting from Customer's non-payment of the fees as described in this Section.

#### **8.2 *Suspension for Ongoing Harm***

Customer agrees that Vendor may, with reasonably contemporaneous telephonic or electronic mail notice to Customer, suspend Customer's access to the Service if Vendor reasonably concludes that Customer's use of the Service is causing immediate and ongoing harm to Vendor or others. Vendor will use commercially reasonable efforts to resolve the issues causing the suspension of Service. Customer agrees that Vendor will not be liable to Customer

## ATTACHMENT C

or to any third party for any suspension of the Service under such circumstances as described in this Section.

### 8.3 *In the Event of a Breach*

- A. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party in the event of a breach of any material obligation under this Agreement, provided that the alleged breach is not cured during the sixty (60) day notice period. Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service.
- B. Customer may cancel this Agreement, to be effective at the end of the then current Term, by providing Vendor with at least thirty (30) days' prior written notice

### 8.4 *Handling of Customer Data In the Event of Termination*

Customer acknowledges and agrees that following termination of this Agreement, Customer shall return all SaaS Materials (except that it may retain a copy for archival purposes or as otherwise provided in this Agreement) to Vendor and Vendor may immediately deactivate Customer's account. Furthermore, unless otherwise agreed-upon by the Parties in writing, Vendor shall remove or overwrite all applicable Content from Vendor's systems following the effective date of termination or cancellation, in accordance with Vendor's standard procedures. Customer shall provide Vendor with reasonable and prompt access to Customer's premises to allow Vendor to retrieve the hardware and software and /or, in accordance with Vendor's instructions, return to Vendor all hardware and software that Vendor has provided to Customer in connection with the Services (other than hardware and software that Customer has purchased from Vendor). In the event that Customer fails to either return the hardware or software, or allow Vendor to retrieve it, within thirty (30) days of the effective date of termination or cancellation, Vendor may charge Customer the then-current fair market value of the hardware and software, and Customer shall be responsible for any costs/damages arising from any breach of Vendor's third-party license agreement. Prior to any such deletion or destruction, however, Vendor shall either (1) grant Customer reasonable access to the Service for the sole purpose of Customer retrieving Customer Data or (2) transfer all Customer Data to other media for delivery to Customer. Customer agrees that Vendor shall not be liable to Customer or to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that Vendor is in compliance with the terms of this Section. Notwithstanding the foregoing, nothing shall preclude Vendor from maintaining one copy of Customer Data if required by law.

### 8.5 *Handling of Application In the Event of Termination*

Customer data, Customer license keys used in hosting and Customer application documentation updated during the hosting period by application support would be returned to the Customer as defined in the Disentanglement section of this Agreement.

## 9 MODIFICATION/DISCONTINUATION/MAINTENANCE

### 9.1 *Modification to or Discontinuation of the Service*

Vendor reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof), provided such modification does not diminish the functionality of the Service to the Customer on which the Customer materially relies.

## ATTACHMENT C

Notwithstanding the foregoing, except for routinely scheduled down time, or as otherwise provided in this Agreement, Vendor shall use commercially reasonable efforts to notify Customer prior to any such modification; further, Vendor shall consider the Customer's validation needs and requirements in connection with any modification of the Service and, except as otherwise noted in Section 9.3, shall validate the Service as modified to the same extent provided in the Schedules. Customer acknowledges that Vendor reserves the right to discontinue offering the Service at the conclusion of Customer's then current Term. Customer agrees that Vendor will not be liable to Customer or any third party for any modification or discontinuance of the Service as described in this Section 9.

### 9.2 *Modification to Third Party Software and Support Cost*

In the event that Vendor incur any increased cost from Third party software licenses or annual support fees during the term of this agreement, Vendor reserves the right to pass these costs onto the Customer.

### 9.3 *Maintenance*

In order to perform maintenance, including infrastructure and application upgrades, there will be routinely scheduled down time as set forth in Schedule D. Customer shall give Vendor one (1) week notice in the event that such routinely schedule maintenance conflicts with its operations at a critical time. Upon the receipt of such notice, the parties shall work together to find a mutually convenient time to perform such maintenance. Vendor further reserves the right on approximately a quarterly basis to issue new releases in which Vendor adds functionality to the Service. Customer acknowledges that these periodic major releases can take several hours to complete (up to eight hours). The time necessary to provide such periodic releases shall not be counted in any System Availability calculations. Vendor shall consult with the Customer and, unless otherwise agreed upon, shall install such major releases during routinely scheduled down time as set forth above. Customer shall be apprised of software upgrades and or patch releases to the Service; in addition, Vendor shall perform IQ validation with respect thereto, and provide Customer with copies of any applicable validation reports. In the event of a patch release, a full IQ validation may not be undertaken. It shall be the Customer's responsibility to perform any required UAT/PQ validation. These patches, fixes and service releases shall be performed in accordance with the Application Support Services described in Schedule C – Application Support and in accordance with the change control process.

In the event that Vendor, in its sole discretion, determines that any unscheduled maintenance is necessary, Vendor will use commercially reasonable efforts to notify Customer as soon as it becomes aware of such need.

## 10 WARRANTIES

### 10.1 *Warranty of Functionality*

Vendor warrants to Customer during the Term of this Agreement that the Service will comply with the material functionality described in the SaaS Materials and that such functionality will be maintained in all material respects in subsequent upgrades to the Service. Customer's sole and exclusive remedy for Vendor's breach of this warranty shall be that Vendor shall use commercially reasonable efforts to correct such errors or modify the Service to achieve the material functionality described in the SaaS Materials within a reasonable period of time. However, Vendor shall have no obligation with respect to this warranty claim unless notified

## ATTACHMENT C

of such claim within (30) days of the first material functionality problem. Further, Vendor shall have no obligation with respect to this warranty claim, and Customer may not terminate the Agreement, where any alleged nonconformity is due to User error as reasonably determined by the parties after investigation and analysis by Vendor's Product Support Center. Vendor does not warrant that the Service will be free of non-material errors, bugs, or minor interruption, or that all such errors will be corrected.

### 10.2 *Data Maintenance and Backup Warranty*

Vendor warrants during the Term of this Agreement, that it will, at a minimum, utilize and maintain the backup procedures listed in Schedule D annexed hereto (and hereby incorporated by reference). In the event of a breach of this provision, Vendor will use commercially reasonable efforts to correct Customer Data or restore Customer Data within three (3) business days (or as otherwise agreed in writing between the parties depending upon the back-up options selected by Customer). Provided Vendor complies with the procedures set forth in Schedule D, it shall be deemed to have satisfied its obligation with respect to this warranty.

### 10.3 *Non-Infringement Warranty*

Vendor warrants that it is the sole owner of and or has full power and authority to grant the license and use of the Service and other rights granted by the Agreement to Customer with respect to the Service and that neither the performance by Customer in its utilization of the Service, nor the license of and authorized use by Customer of the Service as described herein, will in any way constitute an infringement or other violation of any U. S. copyright, trade secret, trademark, patent, invention, proprietary information, non-disclosure, or other rights of any third party.

## 11 **DISCLAIMER OF WARRANTIES**

EXCEPT AS OTHERWISE STATED IN SECTION 10 ABOVE, VENDOR DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE WILL MEET CUSTOMER REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY VENDOR OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT VENDOR AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA OR CUSTOMER'S CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE. THE WARRANTIES STATED IN SECTION 10 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY VENDOR. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTION 10 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE

## ATTACHMENT C

INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CUSTOMER'S PURPOSE.

### 12 LIMITATIONS OF LIABILITY

#### 12.1 *No Consequential Damages*

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST OR CORRUPTED DATA OR CONTENT, LOST REVENUE ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE SERVICE, THE USE OF THE SERVICE OR THE INABILITY TO USE SERVICE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 12.2 *DIRECT DAMAGE LIMITATIONS*

12.2.1 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF VENDOR OR ANY THIRD PARTY VENDORS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY LICENSE, USE, OR OTHER EMPLOYMENT OF THE SERVICE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THERE SHALL BE ONLY ONE AGGREGATE LIABILITY CAP UNDER THIS AGREEMENT EVEN IF THERE ARE MULTIPLE CLAIMS; EACH CLAIM SHALL REDUCE THE AMOUNT AVAILABLE IN THE AGGREGATE LIABILITY CAP.

12.2.2 EXCEPT FOR A FAILURE OF VENDOR TO COMPLY WITH ITS OBLIGATIONS WITH RESPECT TO BACKUP SERVICES, AND SUBJECT TO SECTION 12.2.1 ABOVE, VENDOR SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM THE LOSS OR CORRUPTION OF ANY DATA OR CONTENT WHETHER RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES, SERVICE INTERRUPTIONS OR OTHERWISE.

#### 12.3 *EXCLUSIONS*

THE LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 12.1 AND 12.2 SHALL NOT APPLY WITH RESPECT TO: (I) DAMAGES TO PERSONS AND/OR TANGIBLE PROPERTY OCCASIONED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY, (II) BREACHES BY CUSTOMER OF LICENSE TERMS APPLICABLE TO VENDOR PROVIDED SOFTWARE AND THIRD PARTY PRODUCTS AS SET FORTH IN SECTION 2 ABOVE, (III) CUSTOMER'S UNAUTHORIZED USE OF VENDOR'S OR THIRD PARTY VENDOR'S INTELLECTUAL PROPERTY, MATERIALS OR ASSETS; (IV) DAMAGES INCURRED AS A RESULT OF A BREACH BY A PARTY OF ITS OBLIGATIONS UNDER SECTION 7.8 THAT RESULT IN THE DISCLOSURE OF CONFIDENTIAL INFORMATION OF THE OTHER PARTY, OR (V)

## ATTACHMENT C

CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION PURSUANT TO SECTION 13 (WHICH ARE SUBJECT TO THE LIMITS, IF ANY CONTAINED THEREIN). DAMAGES AS LIMITED BY THIS SECTION 12 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IF ANOTHER REMEDY IS PROVIDED AND SUCH REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

### 13 INDEMNIFICATION

#### 13.1 *Personal Injury and Property Damage*

Each party (the “**Indemnifying Party**”) agrees to defend at its expense and indemnify and hold harmless the other party and its affiliates, directors, officers, employees, agents, successors and assigns (each an “**Indemnified Party**”), in accordance with the procedures described in this Section, from and against any and all losses, costs, damages, liabilities and expenses including without limitation, reasonable legal fees and expenses paid to or for the benefit of an unaffiliated third party (collectively, “**Losses**”) arising from or in connection with any such third party claim for: (i) the death or bodily injury of any person caused by the negligence or willful misconduct of the Indemnifying Party; or (ii) the damage, loss or destruction of any real or tangible personal property caused by the negligence or willful misconduct of the Indemnifying Party.

#### 13.2 *Infringement*

Vendor will indemnify, defend and hold harmless Customer for Losses Customer incurs as a direct result of any unaffiliated third party claim based on any claim that the Service infringes any U.S. copyright, trademark or trade secret, except to the extent resulting from (i) Customer's modification of the Service or combination by Customer the Services with other products or services if the Service would not have been infringing but for such combination or modification, (ii) Customer's use of the Service in a manner not authorized herein or for which it was not designed, (iii) Customer's failure to use an updated non-infringing version of the applicable intellectual property to the extent Customer was notified that the update cured an infringement, (iv) changes to the Service made by Vendor at the direction of the Customer or (v) Customer Data. If any item for which Vendor has an indemnification obligation under this Section becomes, or in Vendor's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, Vendor will, in addition to indemnifying Customer as provided in this Section, promptly take the following actions, at no additional charge to Customer, in the listed order of priority: (a) secure the right to continue using the item or (b) replace or modify the item to make it non-infringing. If neither of such actions can be accomplished by Vendor using commercially reasonable efforts, and only in such event, Vendor will remove the item from the Service and the applicable Service fee will be equitably adjusted to reflect such removal. This Section 13.2 states Customer's sole and exclusive remedy for Vendor's infringement or misappropriation of intellectual property of a third party.

#### 13.3 *Customer's Indemnity*

Customer shall defend and indemnify Vendor and its Third Party Vendors against any and all Losses incurred by Vendor and its Third Party Vendors arising out of or in connection with a claim by a third party (i) alleging that the Customer Data or the Customer Trademarks, or any

## ATTACHMENT C

use thereof, infringes the rights of, or has caused harm to, a third party, or (ii) arising out of Customer's breach of Sections 7.5 and 7.8.

Customer will indemnify, defend and hold harmless Vendor, its affiliates, successors, and assigns, including the applicable officers, directors, employees, and agents thereof for damages, costs and attorneys' fees Vendor incurs from any unaffiliated third-party claim arising from Customer's Content or Customer's or any end user's use of the Services.

### 13.4 *Indemnification Procedures*

The party seeking indemnification shall give prompt notice of the claim and will tender the defense; provided, however, that such party's failure to provide notification shall not affect the indemnifying party's indemnification obligations except to the extent that the failure to notify delays or prejudices the indemnifying party's ability to defend the applicable claim. The indemnifying party shall conduct the defense and shall have control of the litigation, and the indemnified party shall cooperate in defending against the claim. The indemnified party shall have the right, at any time and at its own expense, to participate in the defense of the claim with counsel of its own choosing. The indemnifying party shall not make any settlement of the claim that results in any liability or imposes any obligation on the indemnified party without the prior written consent of the indemnified party. If the indemnifying party fails to (i) respond to the notice of a claim, or (ii) assume the defense of a claim, the party seeking indemnification shall have the right to defend the claim in such manner as it may deem appropriate, at the reasonable cost, expense, and risk of the indemnifying party, and the indemnifying shall promptly reimburse the indemnified party for all such costs and expenses.

## 14 NOTICES

Except as otherwise provided in Section 7.4 above, any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by registered or certified mail return receipt requested, (c) sent by overnight courier, (d) sent by facsimile (with a hard copy mailed on the same date), (e) by email whose receipt is acknowledged by an officer of the receiving Party. If to Vendor, a notice shall be forwarded to 3Di, Inc., at 3 Pointe Drive, Suite 307, Brea, CA 92821, Attn. Product Support Manager, with a copy to 3Di, Inc., 3 Pointe Drive, Suite 307, Brea, CA 92821, Attn: Mihir Desai, C.O.O. & C.F.O., and if to Customer, a notice shall be forwarded to Customer at the address provided on the signature page herein. Notices shall be considered to have been given at the time of actual delivery in person, five business days after posting if by mail, one business day if by overnight courier service, or upon receipt of machine confirmation of successful transmission by facsimile or email as described herein.

## 15 SURVIVAL

The following provisions shall survive any termination of this Agreement: Sections 5, 7.8, 11, 12, 13, 14, 15, 20 and 21.

## 16 NO ASSIGNMENT

Customer may not assign this Agreement without the prior written approval of Vendor. Any purported assignment in violation of this section shall be void.



## ATTACHMENT C

### **17 U.S. GOVERNMENT RESTRICTED RIGHTS**

Any use of the Service by or on behalf of the United States of America, its agencies and/or instrumentalities (“U.S. Government”), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph I(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs I(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable.

### **18 FORCE MAJEURE**

Neither party will be liable to the other for any failure or delay in the performance of such party’s non-monetary obligations due to causes beyond its control, such as failure or delay caused, directly or indirectly, by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, communications line or power failures, or governmental laws, court orders, and regulations imposed after the fact.

### **19 SECURITY AND SECURITY POLICIES**

Vendor will provide the security services set forth in the Schedules (the “Security Services”). Except to the extent caused by Vendor’s failure to provide Security Services, Vendor is not responsible for (i) unauthorized access to Customer’s Content, or (ii) damages arising out of unauthorized access.

Customer acknowledges that some of the Services may be performed by Vendor or its third-party suppliers outside the country(ies) where the Services are obtained, and information pertaining to Customer’s use of the Services may be incorporated into Vendor’s global database(s) to assist Vendor in providing the Services. Customer shall be solely responsible for obtaining any required consents to such off-shore support from Customer’s employees and other end users of the Services.

Vendor will provide the Services at the Service Levels set forth in the Schedules, if any, subject to all requirements and exceptions provided in the Schedules for each Service Level. CREDITS ASSOCIATED WITH THE FAILURE TO MEET A PARTICULAR CRITICAL SERVICE LEVEL, IF ANY, ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR VENDOR’S FAILURE TO MEET THAT PARTICULAR CRITICAL SERVICE LEVEL.

### **20 DISENTANGLEMENT**

As part of the implementation, Vendor will deliver a proposed termination assistance/data transfer plan to Customer within ninety (90) business days after the Effective Date. Customer will have five (5) business days from the date of receipt of such proposed plan to accept the plan as-is or to provide feedback regarding the proposed plan in writing. The parties will then cooperate in good faith to finalize the plan within ten (10) business days. The termination assistance/data transfer plan will not become part of this Agreement. Instead, it is intended to further describe aspects of the Services and in the event the final plan involves any changes in scope, such changes will be addressed as part of the change control process.

## ATTACHMENT C

### 21 GENERAL PROVISIONS

Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Orange County, California. This Agreement, together with the Schedules annexed hereto, represents the parties' entire understanding relating to the use of the Service and supersedes any prior or contemporaneous, conflicting or additional, communications. No text or information set forth on any Purchase Order Form, preprinted form or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Vendor and Customer as a result of this Agreement or use of the Service. The failure of Vendor to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Vendor in writing. Vendor reserves the right to assign its right to receive and collect payments hereunder. Any rights not expressly granted herein are reserved by Vendor.

**IN WITNESS WHEREOF**, this Agreement is duly executed by an authorized representative of both parties as of the Effective Date.

VENDOR

CUSTOMER

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Customer Mailing Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: **-TBD-** \_\_\_\_\_

**ATTACHMENT C**  
**Schedule A – Vendor Licensed Software**

The licenses set forth below shall be available to Customer during the term of the agreement.

Licensed Software	Number of Production Systems	Number of Service Requests/Year	Number of Named Users
3Di Engage for [name of Engage Product], implemented as per Statement of Work (SOW) described under Schedule E	1	[-TBD=]	Unlimited

## ATTACHMENT C

### SCHEDULE B – PRODUCT MAINTENANCE & OPERATIONS SUPPORT

During the Term of this Agreement and for so long as Customer is entitled to receive the Service hereunder, Vendor shall provide the following Product Maintenance & Support Services through its Support Centers (“SC”) for the Service infrastructure and Vendor Software as follows

- a. The SC will be the primary point of contact for all product support inquiries. The SC may be contacted via email at **[support email id]**.
- b. The SC will receive, log, and respond to inquiries from the Customer concerning errors or defects in the Vendor Software that cause the Vendor Software to deviate from the applicable SaaS Materials.
- c. The SC is and will be staffed with qualified product support engineers who have experience with the Vendor Software and SaaS Materials and are familiar with the environments in which they operate. The SC will endeavor to provide timely and accurate answers to the Customer’s inquiries through Vendor’s Product Support team. The SC shall endeavor to rectify Vendor Software errors that impact Customer’s use and operation of the Vendor Software as set forth below. However, Vendor does not warrant that the Vendor Software will be error free, will work in combination with third party software not provided by Vendor, or will perform in an uninterrupted manner.
- d. For as long as the Agreement remains in effect, Customer shall have unlimited telephone, e-mail, Website forum, and, where applicable, remote access support for the Vendor Software during the hours of operation of the SC. Excluding legal holidays in the respective geography, telephone and electronic mail support shall be available Monday through Friday.
- e. Support inquiries, whether initiated by electronic mail, telephone, or otherwise, will be recorded by Vendor in the SC issue-tracking system. All inquiries will be assigned a tracking number that will be used to communicate with the Customer and to track the progress of a specific support call or inquiry.
- f. Product Support inquiries shall be limited to Level 3 support. As used herein below, the following definitions apply:

Support Level	Description	Provided by
Level 1	Level 1 support includes the following activities: receipt, logging, tracking and managing support requests from end users; initial assessment of issues; escalation to Level 2 issues requiring application and business expertise.	Customer
Level 2	Level 2 support includes the following activities: receipt of issues escalated from Level I; replication of issues; troubleshooting and diagnosis of issues; resolving issues; and escalation to Level 3 issues requiring development expertise. Level 2 will also include the receipt, logging, tracking and managing support requests.  Application Support handles Level 2 questions, typically those required in-depth knowledge of the support applications.	Vendor as part of Application Support Coverage, further described in Schedule C

## ATTACHMENT C

Support Level	Description	Provided by
Level 3	<p>Level 3 support includes the following activities: receipt of and the diagnosis of complex issues escalated from Level 2. Level 3 issues are those that require developer level expertise or product questions that are not answered in the product documentation.</p> <p>Level 3 support is provided by the Product Support Team working in tandem with the Application Support Team.</p>	Vendor

- g. The Customer and the SC contact will work together to assign a priority level when the support inquiry is initiated in accordance with the Priority Level descriptions herein. The Priority Level describes the impact that the problem is having on the Customer's ability to effectively use the Vendor Software. The Priority Level initially assigned can be modified if circumstances warrant it and the appropriate representatives of the Customer and Vendor agree. In this instance, Vendor will agree to a target time-scale with the Customer for recovery of Services, although it may take longer to effectuate a resolution. As used herein below, the following definitions apply:

**Response Time** is the average time within which Vendor will take to first respond to a support inquiry.

**Service Restoration** is defined as the period of time until service is restored to a usable state. The service may not be restored to 100% of its original functionality or capacity but is restored to a sufficient state to reasonably continue business operations via corrective action or development of a workaround. A workaround is defined as a nonstandard method for performing a given operation which produces the same result that would be achievable if the portion of the Software affected by the problem were functioning according to the Documentation.

## ATTACHMENT C

h. Priority Levels and SC average response times are as follows:

Priority Level	Customer Impact and Response	Response Time (% of time)
Critical	<p>A major application or system is unavailable; or a complete business unit is non-operational; or part of a business unit is non-operational in a critical business period; or there is a single failure in an element critical to the overall business <b>and</b> no problem by-pass is available. <b>Critical</b> items shall be worked on continuously during regular business hours until a resolution is achieved and will take priority over all other issues.</p> <p>The SC will provide a status update every four (4) hours for Critical issues or more frequently if requested by customer.</p>	1 hour (99%)
Major	<p>Part of a major application or system is unavailable; part of a business unit is non-operational <b>and</b> no problem by-pass is available. Items assigned a priority level of “Major” will be worked on in order of priority as mutually agreed upon by Licensee and Vendor support personnel. <b>Major</b> items take priority over <b>Minor</b> items and shall be worked on continuously during regular business hours until a resolution is achieved.</p> <p>The SC will provide a status update daily for Major issues or more frequently if requested by customer.</p>	2 hours (99%)
Minor	<p>A problem has occurred which would normally be categorized as Critical or Major, but a problem by-pass is available. Inconvenience is increased, but functionality is not highly affected and workaround is an acceptable alternative. <b>Minor</b> items will be worked on after <b>Critical and Major</b> items have been resolved and based on priority as mutually agreed upon by Vendor and Licensee support personnel.</p> <p>The SC will provide a status update weekly for Minor issues or more frequently if requested by Customer.</p>	4 hours (95%)
Cosmetic	<p>A minor application, hardware component, system or service problem which does not have a serious business impact. This also includes a user perceived problem which does not require an immediate response and may be dealt with by a routine upgrade or maintenance release. Such workarounds and patches may be held in abeyance pending a combined release.</p>	4 hours (95%)

All times specified may be impacted by availability of Customer internal support, if required, to assist in investigation or resolution.

## ATTACHMENT C

Although Vendor will endeavor to provide a resolution for all errors within the times indicated above, Vendor does not guarantee that all errors will be resolved within these times or that a Resolution will be provided at all.

Vendor shall have the right to modify the foregoing support policies as agreed by Vendor and Customer, provided (1) Vendor provides Customer with at least thirty (30) days written notice of such changes, and (ii) such changes do not materially diminish Vendor's overall technical support obligations to Customer as set forth herein.

- i. The Product Maintenance & Support scope consists of the following activities. Other related activities may be considered in scope as agreed in writing by Vendor and Customer.

### Single Point of Contact

- Serve as single point of contact for application and infrastructure issues
- Receive, log, escalate and respond to inquiries from the Customer concerning infrastructure availability or connectivity concerns.

### Issue Triage

- Field support questions on Customer-specific configurations and customizations.
- Serve as single point of contact for Third Party software support issues.
- Interface with Vendor support groups for technology issues which must be researched through the vendor support team.
- Interface with Product Support and Product Team.
- Interface with Customer IT organizations and network issues
- Level 2 Application Support

### System Maintenance

- Defect correction for Customer specific configuration and customization errors (Including Critical and non-Critical issues)
- Apply software patches and minor releases as required with appropriate documentation.
- Updating Mobile Apps for iOS & Android as new versions of devices and operating systems are released by Apple and Google respectively.
- System software updates, patches
- Release Management and Version Control
- Bug Fixes and Patches related to Security: Bug fixes and patches related to security may be applied to the 3Di Engage instance of the customer as necessary.
- Minor version Updates and Enhancements: These updates and enhancement may include minor UI changes, features enhancements, minor new features. Minor version updates and enhancements may be applied to the 3Di Engage instance of the customer with customer's approval.
- Major version Upgrade: Major version upgrade may involve significant changes to UI and User Experience, addition of new features and functionalities. Major version upgrades are release as per our product roadmap. We will notify the customer of the product roadmap. Major version upgrades will be upon request by the customer and will be fully coordinated. Major version upgrades in some cases result in additional cost to the customer.

## ATTACHMENT C

Bug fixes, Patches, Updates, Enhancements and Upgrades are applied only after thorough testing and system backup. All maintenance on the production environment is scheduled during non-business hours with approval of customer and 3Di.

### Operations Support

Vendor will be responsible for operation of the SaaS system described in Schedule A. Operation responsibilities include:

- System & Application Hosting
- Hardware maintenance, repair and upgrades
- System software
- System & Application Monitoring and Customer notification of errors, downtime, breaches
- System & Application sizing and tuning for optimal performance
- System Security Monitoring and Notification (Unauthorized Use, Intrusion or Data Compromise)
- System Recovery from errors and/or downtime
- Reporting - Customer has access to a dashboard with reports for Utilization, System uptime, Planned/unplanned downtime and Hack attempts prevented

i. The following services are excluded from the Product Support Services:

- Support for software not listed in Schedule A
- End user training
- Level 1



# ATTACHMENT C

## SCHEDULE C – GENIE HOURS SUPPORT)

### 1 SUPPORTED SOFTWARE

The Genie Hours Support Services includes application support for the solution comprised of the following Software:

Software
Software defined in Schedule A
Third party software integrated with the Software

### 2 GENIE HOURS SUPPORT SCOPE

Genie Hours support activities are defined as the activities required to support and maintain a solution which are excluded from the scope of standard product maintenance support (Schedule B).

The Genie Hours Support scope consists of the following activities. Other related activities may be considered in scope as agreed in writing by Vendor and Customer.

Single Point of Contact:

- Serve as single point of contact for application and infrastructure issues
- Receive, log, escalate and respond to inquiries from the Customer concerning infrastructure availability or connectivity concerns.

System Enhancements Scope Items:

- Modifications to current configurations
- New Customer specific configurations
- UI design, development, modifications
- Mobile application design, development modifications
- SR Management:
- New SRs
- SR Updates
- Knowledgebase Updates
- Technical Support
- Workflow changes
- Integration Services
- System configurations changes

## ATTACHMENT C

### Customer Specific Scope Items:

- Provide Level 2 support for third party tools integrated with Customer's system such as publishing tools in use by Customer. Customer agrees to ensure that the third party vendors will provide Level 3 support to the Vendor support team and to ensure that Vendor resources are provided sufficient training on the third party tools to provide effective Level 2 support.
- Provide additional "Train The Trainer" training for the software defined in Schedule A

### **3 GENIE HOURS SUPPORT SERVICE DESCRIPTION**

The Genie Hours support service consists of a pool of hours offered in maximum hours per month to be utilized by Customer. The Genie Hours Support Services selected by Customer are defined in Section 15, Genie Hours Support Services Parameters, of this Schedule C.

Vendor and the Customer can use the pool of hours to perform any of the activities described in Section 4, as long as the effort of those activities fit within the allocated pool of hours. Changes to the system are documented in a Change Control Request which will provide estimates, risks etc. and must be agreed to by a designated Customer approver and managed through an agreed change management process (including roll-out).

Vendor will provide the Genie Hours support pool hours selected in Section 15 of this Schedule C for Customer to provide application support to the systems defined in Section 1 - Supported Software.

Customer may change the Genie Hours Support pool hours on a quarterly basis as agreed with Vendor unless otherwise agreed by Vendor and Customer. Vendor requires 30 days advance notice to change the Genie Hours Support service pool hours. Up to 60 days advance notice may be required to increase the level of the Genie Hours Support Service, depending on Vendor's resource availability.

If Customer desires a change in the Application Genie Support Service, the parties will define any changes in the form of an amendment hereto.

### **4 SUPPORT FEES**

The Genie Hours Support fees for the Support Period are included in the SaaS payment schedule.

The Genie Hours support levels may be adjusted on a quarterly basis to a level that reflects the estimated support requirements for the period. It is accepted by both parties that there will be a requirement for greater support in the pre and post go-live phases. This requirement will be reflected in the estimated support hours in Table 6 – Customer Genie Hours Support Services.

## ATTACHMENT C

If more than the maximum hours per month of application support are required on short notice, additional support is available on a time and materials basis. Genie Hours Support services required in excess of those currently selected by Customer shall not be performed by Vendor and therefore costs will not be incurred without Customer approval.

Additional Genie Hours support time will be allocated via approval of an amendment hereto by Customer and Vendor.

Any travel and living expenses associated with the delivery of the Services will be invoiced separately at cost.

Vendor Support Team Members will only travel to Customer facilities if requested by Customer in writing.

### **5 RENEWAL OF SERVICES**

**Renewal of services applies to additional support services above the minimum level specified in section 16 Genie Hours Support Services of this Schedule C.**

After the initial Support Period, application support services may be renewed by Customer on an annual basis; provided that, (i) Customer pays to Vendor the then-current Support Fees charged by Vendor to its clients for the applicable renewal period on or before thirty (30) days prior to the expiration of the current annual Support Period; and (ii) Vendor shall not be obligated to provide support services after the Initial Term, unless otherwise mutually agreed in writing by the parties.

Prior to the commencement of each annual renewal period, Vendor shall be entitled to increase Support Fees to the then-current Support Fees charged by Vendor to its clients for Genie Hours Support and shall provide Customer with written notice of such fee increase (which written notice may be in the form of an invoice from Vendor for support services for the renewal period).

### **6 SUPPORT SERVICES AVAILABILITY**

Genie Hours Support services availability shall be identical to the Product Maintenance & Support service availability defined in Schedule A.

### **7 OTHER TERMS**

The terms and conditions defined in the current effective Master Services Agreement between Customer and Vendor shall apply to this Schedule C.

## ATTACHMENT C

### 8 SUPPORT PROCESS

Vendor and Customer will follow the following process when handling both the Product Maintenance & Support issues or Genie Hours Support issues:

- Customer will contact the Vendor support team via email, online issue tracking system or telephone hotline.
- Customer will provide all relevant information regarding the problem, circumstances leading to the problem, confirmation of Customer's configuration details, and results of any investigations made, including any attempts to reproduce the problem.
- Vendor will log the call in the Vendor Issue Management System, assign a Support Call Reference number, and pass this information to Customer staff for future reference.
- Vendor will apply the priorities defined in the Priority Level Table in Schedule B, Section h to Application Support Service issues.

If the issue is a Problem Report or System Question

- Vendor staff will assign a severity to the reported problem and identify the next action(s) to be taken.
- Vendor staff will troubleshoot and identify the most effective resolution to the issue or if needed escalate the call to the technical specialist.
- Vendor staff will monitor the support request until it is resolved or it is agreed with the Customer staff that no further action can be taken.

If the issue is a request to modify a Customer system (Change Request)

- Vendor staff will initiate the Change Control process
- The effort to implement the request will be estimated and accommodated in accordance with the change control process agreed by Vendor and Customer.
- Vendor staff and Customer will agree on an implementation schedule

If access to Customer systems is only available via a Customer supplied laptop or other hardware, Vendor may only be able to work on a single issue at a time if access to the Customer system is required to resolve the issues.

### 9 METHODOLOGY

Any system enhancements or configuration changes work will follow the methodology defined in Vendor's Quality Management System.

### 10 SYSTEM CHANGE CONTROL PROCESS

Vendor and Customer shall follow Vendor's change control process.

## ATTACHMENT C

### 11 REPORTING

Four reports will be sent to Customer via electronic mail each month – A Summary Report of all issues; an Open Issue Detail report of open issues; a Service Level Agreement Report of all service level agreement issues; and a Monthly Support Usage report.

Descriptions of the Vendor issue reports are listed in **Table 1 - Vendor Application Support Issue Reports**.

**Table 2 - Vendor Application Support Issue Reports**

Report	Description
Summary Report	A summary report of all Application Support issues
Open Issue Detail Report	A detail report of all non-closed Application Support issues including assigned severity level and time taken to close out issue
Service Level Agreement Report	A detail report of all Service Level Agreement incidences including assigned severity level and time taken to close out issue
Monthly Support Usage	Details on monthly usage of support hours listed by support issue

### 12 CUSTOMER RESPONSIBILITIES

Customer will designate a System Contact (Customer System Contact).

- The Customer System Contact will be responsible for managing Customer resources required to fulfill Application Support team requests.
- The Customer System Contact will serve as Vendor's point of contact for all Application Support Issues.
- The Customer System Contact will be trained on and will be familiar with the Customer's System as detailed in Schedule A.
- The Customer System Contact will meet with the Vendor Regional Support Manager (or his designee) on a monthly or other mutually agreed upon schedule.
- The Customer System Contact will manage and set priorities on all Customer issues including Change Requests.
- The Customer System Contact will escalate Application Support issues to Customer management when required.
- The Customer System Contact will request and obtain approval on any amendment to this Schedule C for additional Application Support services prior to performing additional services, if desired by Customer.
- The Customer will provide a steering committee governance body which will meet on an agreed upon schedule to monitor program performance and serve as an escalation mechanism to mitigate risk.

## ATTACHMENT C

### 13 ESCALATION PATH

#### Vendor Escalation Path

The following path is defined for issues requiring escalation within Vendor's management structure:

Priority	Notified Party	Responsibilities
1 <sup>st</sup> Level	Vendor Regional Support Manager	Involved with the daily support activities. Liaise with support team members and progress problem resolution. Accelerate escalation procedure if required.
2 <sup>nd</sup> Level	Vendor Global Support Manager	Main Escalation contact after Regional Support Manager has been contacted. May allocate additional resources and may agree to on-site assistance if required.

#### Customer Management Escalation Path

Customer will designate a System Manager and Program Manager. The following path is defined for issues requiring escalation within the Customer management structure:

Priority	Notified Party	Responsibilities
1 <sup>st</sup> Level	System Manager	Involved with the daily support activities. Liaise with support team members and progress problem resolution. Accelerate escalation procedure if required.
2 <sup>nd</sup> Level	Program Manager	Main Escalation contact after Regional Support Manager has been contacted. May allocate additional resources and may agree to on-site assistance if required.

## ATTACHMENT C

### GENIE HOURS SUPPORT SERVICE MODELS

#### Application Support Service Description

App Support Service	Description
Genie Support Pool-10	Maximum of 10 Hrs/Month of Application Genie Support Services. Included in the subscription fees described under Section 6 – License Fees, Term and Payment.
System Replication	Vendor Hosted system for support issue triage. Hosted outside of production system environment
Replicated System Installation	Installation service for replica of customer system
Hosting Support	Covers single point of contact (POC), & Vendor Software maintenance, (including patch and maintenance release installation). Does not cover enhancements or configuration change requests, outside of included Genie Support Pool Hours.
24x7 Emergency Support	24x7 critical issue coverage

#### Application Support Hours

For the purposes of this agreement, the select Genie Hours Support Services hours are a maximum of 10 hours/month.

Monthly usage of Genie support hours shall not exceed the specified **Maximum Hours/Month** for the selected Genie Hours Support Service unless agreed upon by Vendor and Customer, or unless the customer chooses to purchase additional Genie Support hours in increments of 10 Hours/Month @ \$1,000/month. Application Support Services

## ATTACHMENT C

### SCHEDULE D – INFRASTRUCTURE SERVICE LEVEL TERMS

The Services shall be available 99.9%, measured monthly, excluding scheduled maintenance.

If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than **one hour**, Company will credit Customer **5% of Service fees** for each period of **60 or more consecutive minutes of downtime**; provided that no more than one such credit will accrue per day.

Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within one (2) business day from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event.

Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

#### Excused Downtime From SLA Calculations

The Customer's Site shall be considered available to the extent any downtime is due to:

- regularly scheduled maintenance or service upgrades;
- intentional shutdowns due to emergency interventions and/or responses to security incidents;
- problems with third-party components for which fixes have not been provided by the vendor;
- content residing on the Customer's hosting environment;
- customer-managed hardware or software ;
- configuration changes initiated by the Customer;
- the Customer's failure to observe Vendor Hosting security and upgrade policies; or
- any outages caused by Vendor application support described in Schedule B
- any cause outside of Vendor's control.



**ATTACHMENT C**  
**SCHEDULE E – AGREEMENT STATEMENT OF WORK (SOW)**

*[Insert SOW Document]*

# Attachment C

## SOFTWARE AS A SERVICE (SaaS) SUBSCRIPTION INITIAL/RENEWAL AGREEMENT

Contract Date:	Subscription Renewal Date:
Company: 3Di, Inc. 3 Pointe Drive, Suite 307 Brea, CA 92821	Company Contact: Don Christoff, Director <a href="mailto:don.christoff@3disystems.com">don.christoff@3disystems.com</a> 724.866.6646
Customer: City of	Customer Contact:
<b>Software as a Service Subscription Products:</b> 3Di Engage Platform, rent registry, rent stabilization, and eviction management solutions.	
<b>Subscription Fees:</b> Customer will pay <b>\$0</b> annually in year 1, payable annually, subject to the terms of Section 4 herein. Pricing details, including renewal year rates, are located in <b>Exhibit A</b> .  <b>Implementation Fees:</b> Customer will pay a one-time fee of <b>\$0</b> upon completion of the implementation described in the proposal, which is in <b>Exhibit E</b> . Final Statement of Work will be determined and agreed upon during the implementation Kick-Off meetings. Implementation pricing details are located in <b>Exhibit E</b> .  <b>Number of Genie Hours support per month: 10</b> The Genie Hours support hours may not be carried over from one month to the next.	<b>Initial Subscription Term:</b> This Agreement's Term is <b>1 year, beginning on January 1, xxxx, and ending on December 31, xxxx</b> unless this Agreement ends sooner according to the terms elsewhere in this document.  <b>Renewal Subscription Term:</b> Upon expiration of the initial subscription term of this Agreement, Customer shall have the ability to renew the term of the Agreement for up to and including <b>X</b> successive additional terms of one year each on terms and conditions. Pricing details, including renewal year rates, are located in <b>Exhibit A</b> .
<b>Subscription Service Capacity: Up to <u>XX,XXX</u> registered units annually.</b>	
<b>Conditions:</b> <ul style="list-style-type: none"><li>• Subscription costs are applicable from January 1, XXXX</li><li>• Annual payments for subscriptions are preferred but monthly payments can be accommodated upon request. Subscriptions are billed at the time of contract execution. Implementation costs are billed upon completion of the implementation.</li><li>• Customization beyond the 10 Genie Hours in any given monthly period will be charged on a T&amp;M basis.</li><li>• Data migration and integration with other software solutions are not included unless otherwise stated.</li><li>• If desired, the customer will provide web services for the integration of the city's Microsoft AD servers or ADFS to authenticate the city staff users.</li><li>• The customer will provide access to the web services for connecting to their ESRI instance if required.</li><li>• The customer will make available necessary resources for requirements gathering, testing, deployment, and training as required by the project plan.</li><li>• 3Di's Engage solutions will provide cloud-based data archival, depending on which option that the customer decides to purchase. As long as the subscription is active, 3Di will continue the storage. The customer will have anytime access to their data and they have the ability and right to download the data for other storage/usage options.</li><li>• Any costs related to sending text message notifications are not included.</li></ul>	

# Attachment C

## SOFTWARE AS A SERVICE (SaaS) AGREEMENT

This SaaS Agreement (“Agreement”) is entered into on this 1<sup>st</sup> day of January, 2024 (the “Effective Date”) between **3Di, Inc. (DBA 3Di Systems)** with a place of business at **3 Pointe Drive, Suite 307, Brea, CA 92821** (“Company”), and the Customers listed above (“Customers”). This Agreement includes and incorporates the above Agreement Terms, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

### **3Di, Inc.:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **Customer:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Attachment C

## TERMS AND CONDITIONS

### 1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as **Exhibit B**. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in **Exhibit C**.

1.3 Company uses Amazon Web Services (AWS) as the default service provider for hosting software solutions. As such Company is subject to the terms of their services (available via the provided URLs) in **Exhibit D**.

### 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sub-licensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations.

2.4 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

2.5 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and No rights or licenses are granted except as expressly set forth herein.

Except for Company's Software and intellectual property, Customer shall own all data and other records and deliverables specific to Customer that are provided, created or maintained pursuant to this Agreement ("Customer Data"). Company shall take reasonable measures to protect, and prevent the loss of Customer Data within Company's custody or control.

2.6 Customer acknowledges and agrees that the Company is not providing any consulting or advisory services to the Customer, legal or otherwise, in connection with the Services or Software or Application.

### 3. PAYMENT OF FEES

3.1 Customer will pay Company the then applicable fees described in the Agreement for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Agreement or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

# Attachment C

3.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company forty-five (45) days after the mailing date of the invoice. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

## 4. TERM AND TERMINATION

4.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Agreement, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests in writing termination at least thirty (30) days prior to the end of the then-current term.

4.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice, if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon termination for any reason, Customer shall cease all use of the Software and Application and the Company will make all Customer Data available to Customer for electronic retrieval for a period of 120 days, but thereafter Company shall delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## 5. CONFIDENTIAL INFORMATION

5.1 The Company and the Customer understand and agree that in the performance of this Agreement, each party may have access to or may be exposed to, directly or indirectly, proprietary or confidential information of the other party, including, but not limited to, trade secrets, Web site usage statistics, marketing and business plans, Customer Data and technical information ("Confidential Information").

5.2 Each party agrees that it shall not, during the term of this Agreement and after its termination, use (except as expressly authorized by this Agreement) or disclose Confidential Information of the other party without the prior written consent of the other party, unless the receiving party can prove such Confidential Information (i) was known to the receiving party prior to the Effective Date of this Agreement, or (ii) is or becomes publicly available without breach of this Agreement, or (iii) becomes known to the receiving party after rightful disclosure from a third party not under an obligation of confidentiality; or (iv) was independently developed by the receiving party without the use of the disclosing party's Confidential Information. The receiving party will have the right to disclose Confidential Information without being in breach of this Agreement to the minimum extent necessary to comply with a lawful court order or government regulation, provided that the receiving party provide the disclosing party with advance written notice thereof, and

reasonably cooperates with the disclosing party to seek confidential or protective treatment of such Confidential Information. In addition, the receiving party agrees to take all reasonable measures to protect and maintain in confidence the Confidential Information received from the disclosing party. With respect to Confidential Information disclosed by a party under this Agreement, this Section 5 shall supersede any existing agreement relating to confidential treatment and/or nondisclosure of Confidential Information.

## 6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing,

# Attachment C

Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

## 8. INSURANCE

When Company signs and delivers this Agreement to Customer, and during this Agreement's Term, Company shall furnish Customer with insurance forms that fully meet the requirements of and contain provisions entirely consistent with this Agreement and are incorporated into it by this reference. This Agreement's insurance provisions: (i) are separate and independent from the indemnification and defense provisions herein; and (ii) do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions.

## 9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE AMOUNTS SET FORTH IN THE INSURANCE REQUIREMENTS, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 10. FORECE MAJEURE

The Company shall not be liable to the Customer or any other person or entity for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by such party due to disruption or unavailability of communication facilities, utility or Internet service provider failure, acts of war, acts of vandalism, terrorism, lightning, fire.

## 11. VERIFICATION AND AUDIT

The Company may, at its expense, audit the Customer's

use of the Software and Application, provided that any such audit shall not interfere with the Customer's business activities. The Company shall be permitted to conduct automated audits at its discretion, provided that such automated audits take place without accessing the Customer's internal information technology networks and do not materially interfere with the Customer's use of the Software and Application. If an audit reveals that the Customer has utilized more users than authorized or otherwise underpaid fees to the Company, the Customer shall pay the Company applicable fees based upon the agreed upon fee schedule.

## 12. INDEPENDENT CONTRACTOR

The relationship of Parties is solely that of independent contractors. Nothing contained in this Agreement shall be construed to give either party the power to direct or control the activities of the other or constitute either party as the other's partner, joint venture member, co-owner, agent, franchisee or employee.

## 13. COMMERCIAL ITEM

This Section shall apply if the Customer is part of the United States government, or is otherwise subject to regulations promulgated by the United States government for the procurement of goods and services. The Software and Application are both "commercial items" under FAR §2.101 and consist of "commercial computer software" and "commercial computer software documentation" under FAR §12.212 and DFARS §227-7202. Any use, duplication, or disclosure of the Software or Application or associated documentation by the Customer is governed solely by the terms of this Agreement. Any technical data customarily provided with the Software or Application shall also be governed by the terms of this Agreement pursuant to FAR §12.211. Further, the parties acknowledge that all items or services ordered and delivered under this Agreement are commercial items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, the Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1) (OCT 2003). Further, in the event that the parties negotiate or agree upon a change in the price provided in this Agreement, or should the Company become entitled to an equitable adjustment in the price, the Company shall not be required to comply with the contract cost principles or cost accounting standards of the FAR.

## 14. BILLING

All fees listed on the SaaS Service Agreement are exclusive of all taxes. The "Service Fees" are billed on an annual basis in advance; and, due upon receipt of invoice. This secures site, servers and resources necessary to begin project. The "Implementation Fees" are billed upon completion of the "Implementation Services" and the start of SaaS Subscription Services. All payments should be made directly to 3Di, Inc. and will not be deemed received until actually received in the Company's offices. The Company's mailing address for all

# Attachment C

payments is:

3Di, Inc.  
Attention: Accounts Receivable  
3 Pointe Drive, Suite 307  
Brea, CA 92821

## 15. MISCELLANEOUS

This Agreement contains the entire agreement of the parties, and supersedes (i) any and all previous or contemporaneous agreements with respect to the subject matter hereof, whether oral or written and (ii) the End User Agreement contained on the Software and Application. In addition, any purchase orders issued by any entity other than the Company shall be valid only for the purpose of identifying this contract for reference purposes only, and any terms included in such purchase orders are void and shall be of no effect. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by the Customer without the Company's prior written consent, such consent not to be unreasonably withheld. The Company may assign, delegate and/or subcontract any or all of its rights or obligations hereunder. Any attempted assignment in violation of the foregoing shall be null and void. All notices and consents required or permitted to be given under this Agreement shall be in writing to the parties at the addresses designated herein or to such other address as either party may designate to the other by written notice, and shall be effective upon receipt. Written notice shall be made in the form of a certified letter, confirmed facsimile transmission or acknowledged receipt of electronic mail. Receipt shall be deemed to have occurred: five days following mailing of a certified letter; upon receipt of confirmation of fax; and upon receipt of confirmation of receipt of e-mail. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California, without reference to the conflicts of laws rules or any other rules that would result in the application of a different body of law. If any part of this Agreement shall be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party, and any such waiver shall only be applicable to the specific instance referenced in such writing. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one contract. Fax copies of signatures shall also be treated as originals for purposes of this Agreement. The Customer acknowledges and agrees that the Company retains the right at any time to change the features, functionality and look-and-feel of the Software and Application. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Any outstanding payment obligation of the Customer, the restrictions and responsibilities provisions of Section 2, and all of Sections 5, 6, 7, 12 and 15, and any other term

hereof which contemplates continuing effectiveness, shall survive the termination or expiration of this Agreement for any reason.

## 16. ACCEPTANCE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

## 17. SIGNATURES

**3Di, Inc.** (the "Company"):

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer:**

(the "Customer"):

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Attachment C

## EXHIBIT A

### Pricing





# Attachment C

## EXHIBIT B

### **3Di Inc. Service Level Terms**

The Services shall be available 99.9%, measured monthly, excluding scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than **one hour**, Company will credit Customer **5% of Service fees** for each period of **60 or more consecutive minutes of downtime**; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

# Attachment C

## EXHIBIT C

Company will provide remote (via WebEx, email, and telephone as necessary) technical support for our services on a business day basis. Business day is defined as 8:00 AM through 5:00 PM Central Time zone, excluding federal holidays and weekends ("**Support Hours**").

Company will provide an online tool such as "Zoho" for issue management to support services covered in the scope for this agreement. Management and tracking of the issues will be done using this tool.

Customer will report the issue via email, telephone or by logging the issue in the issue managements system. If the issue is logged via email or telephone, the Company shall enter the same into the issue management system.

All the stakeholders who have access to the issue management system will be able to get status of the issues anytime.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Company provides two types of support services: Maintenance, Operations, and Support (MOS) and "Genie Hours".

**Maintenance, Operations, and Support (MOS)** is defined as the following:

**"Genie Hours" Support** is defined as the following:

3Di's Maintenance, Operations & Support (MOS) Program is a comprehensive support program that gives customers maximum flexibility and highest level of support for applications developed by 3Di.

- **Maintenance**
  - System Software Updates, Bug Fixes, and Patches
  - Coordinate Release Management and Version Control with the customer
  - Routine system and application log maintenance to ensure system performance and problem resolution
- **Operation**
  - Systems, application monitoring, and customer notification of errors, downtime, security breach, or issues that affect the System
  - System and application tuning for optimal performance
  - System Security Monitoring & Notification (Unauthorized use, intrusion or data compromise)
  - System Recovery from errors and/or downtime
- **Support**
  - Support Request Management
    - Phone Support: M-F (Except Holidays) 0800-1700 hours
    - Email Support: 24 hours
  - Web/Mobile Accessible Service Ticket Status
  - Monthly Status Report for Maintenance, Operations and Support
  - SLA Based

# Attachment C

## 3Di Housing Help Desk

All Housing Departments have a persistent struggle — the scarcity of resources. Housing Departments often find themselves grappling with a double-edged dilemma. First is locating and training competent staff to support property owners and tenants in navigating software systems. Second, the relentless demand for assistance that these end-users require siphons precious time and effort away from the essential work of managing housing programs. This dual challenge leaves Housing Departments in a conundrum, torn between fulfilling their support obligations and focusing on the mission-critical tasks that directly impact housing programs.

3Di Housing Help Desk is here to simplify this process.

### Service Focus:

- **End-User Support:** 3Di Housing Help Desk offers comprehensive support to end-users using 3Di Engage-based Housing Solutions. These solutions encompass Housing Registry, Housing Eviction Management, and Housing Rental Inspection.
- **End-User Assistance:** We act as an extension of your team, ensuring property owners and tenants can make the most of 3Di Engage for Housing solutions. This encompasses tasks such as property registration, handling petitions, and addressing payment-related inquiries.

### Distinctive Features:

- **Flexibility:** Our support is tailored to your needs, whether it's just a few hours each week or round-the-clock assistance.
- **Scalability:** 3Di Housing Help Desk can be tailored to meet your requirements, which is especially valuable for housing programs with seasonal demand, such as annual registries.
- **Multi-Channel Access:** Customers can reach the 3Di Housing Help Desk conveniently through phone, chat, or email.
- **Resolution Escalation Process:** Issues are handled via a personalized process to meet the needs of your programs.
- **Insightful Reporting:** Gain valuable insights into support effectiveness with our reporting and analytics tools.
- **Manned Phone Call Support:** Monday through Friday, 8 am to 12 pm, Pacific Time. All US national holidays are not available for service.

## Attachment C

Severity	Impact	Examples	Max Response Time
1 – High	Unable to perform core functionality in production system and no workarounds exist	System unavailable; users unable to login	4 business hours
2- Medium	Unable to perform core functionality in production system but workarounds available.	Intakes working but integration with the other system down due to network issues.	12 business hours
3 - Low	Unable to perform non-essential functionality in production system; maintenance tasks; enhancement requests	Typographical errors, label changes, Screen Display issues, etc.	24 business hours
4 – Planned	Modify and existing feature or add a new feature	Make Changes to UI, Change Configuration for workflow, New report	Depending on scope of work. With approval of the customer.

**“Genie Hours” Support** is defined as the following:

- Flexible Support (Genie Hours) including:
  - User Interface (UI) Changes
  - Technical support
  - Workflow Changes
  - Systems Integration
  - Reports and Analytics support
  - System configuration changes (e.g., role management, identity management)
- Genie Hours Support is limited to 10 Genie hours/month.
- Genie hours may not be rolled over from month to month.

# Attachment C

## **Amazon Web Services Terms and Customer Agreement**

Amazon Web Services (AWS) Service Terms: <https://aws.amazon.com/service-terms/>

Amazon Web Services (AWS) Customer Agreement: <https://aws.amazon.com/agreement/>

**EXHIBIT E**

**PROPOSAL**

# Attachment D

## Draft



### PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **XXX day of XXX, 2024** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") **Contractor X** 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 **XXX, XXXX to December 31, 2025**. It is the CONTRACTOR'S responsibility to request an extension at least (60) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
  - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
  - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$XXX,XXX** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks

# Attachment D

performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

## II. PERFORMANCE OF AGREEMENT

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

# Attachment D

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



# Attachment D

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,

# Attachment D

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.

# Attachment D

- 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,

# Attachment D

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

# Attachment D

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

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

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

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

C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any

# Attachment D

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

# Attachment D

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:**

**Contractor**

**Address**

**Address**

**Attn.XXXX**

**CITY:**

City of Huntington Park

6550 Miles Avenue

Huntington Park, CA 90255

Attn: Ricardo Reyes, City Manager

Phone: (323) 582-6161

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

# Attachment D

Party at its applicable address.

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



# Attachment D

- 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.

# Attachment D

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

**CITY OF HUNTINGTON PARK:**

**CONSULTANT, INC.:**

\_\_\_\_\_  
By: Ricardo Reyes, City Manager

\_\_\_\_\_  
By: **RME**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
By: City Attorney

Date: \_\_\_\_\_

DRAFT

# Attachment D

**EXHIBIT "A"**

**SCOPE OF WORK**

**PROPOSAL FROM SELECTED CONSULTANT.**

DRAFT

## ITEM 2



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

December 16, 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 A RESOLUTION IN SUPPORT OF THE SAFE ROUTES TO SCHOOL PROGRAM**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve resolution 2024-32 in support of the Safe Routes to School program.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The federal Safe Routes to School (SRTS) program was established in August 2005 as part of the federal transportation bill, SAFETEA-LU Act, providing funding to states to substantially improve the ability of primary and middle school students (kindergarten through 8th grade) to walk and bicycle to school safely.

A goal of the City of Huntington Park's current Complete Streets Plan, adopted by Resolution No. 2012-18, is to encourage neighborhood-sized schools, and proactively work with the Los Angeles Unified School District to implement school decisions, which can be met in part by implementation of SRTS projects.

In 2019, the City of Huntington Park and community partners began participating in the SRTS Launch Program, a joint project of the Safe Routes Partnership and UC Berkley Safe Transportation Research and Education Center to study and implement strong and sustainable SRTS programs in California Communities. Specifically, the Launch Program contains the following recommendation:

Pass a SRTS resolution. By passing a SRTS resolution, Huntington Park can commit itself to specific actions and explorations to prioritize SRTS infrastructure and initiate a meaningful SRTS program.

The General Plan Environmental Justice Element includes policies to improve walkability across the city by improving sidewalk quality and pedestrian accessibility through the

## **CONSIDERATION AND APPROVAL OF A RESOLUTION IN SUPPORT OF THE SAFE ROUTES TO SCHOOL PROGRAM**

Page 2 of 4

implementation of the policies and programs outlined in the existing Complete Streets Plan, which can be met in part by implementation of SRTS projects. Specifically:

Policy 5.5: Improve walkability across the city by improving sidewalk quality and pedestrian accessibility through the implementation of the policies and programs outlined in the existing Complete Streets Plan.

Program 5.5.1: Adopt a SRTS Resolution as recommended in the 2019 Safe Routes to School Launch Program.

The California Department of Transportation (Caltrans) also receives and distributes federal funds for SRTS programs. This resolution demonstrates the City's commitment to the SRTS program and will help qualify the City for SRTS funding.

SRTS is based on a foundation of "The Six Es." According to the Safe Routes Partnership, a national nonprofit organization advocating for SRTS principles, the Six Es framework includes:

- Engagement: All SRTS initiatives should begin by listening to students, families, teachers, and school leaders and working with existing community organizations, and build intentional, ongoing engagement opportunities into the program structure.
- Equity: Ensuring that SRTS initiatives are benefiting all demographic groups, with particular attention to ensuring safe, healthy, and fair outcomes for low-income students, students of color, students of all genders, students with disabilities, and others.
- Engineering: Creating physical improvements to streets and neighborhoods that make walking and bicycling safer, more comfortable, and more convenient.
- Encouragement: Generating enthusiasm and increased walking and bicycling for students through events, activities, and programs.
- Education: Providing students and the community with the skills to walk and bicycle safely, educating them about the benefits of walking and bicycling, and teaching them about the broad range of transportation choices.
- Evaluation: Assessing which approaches are more or less successful, ensuring that programs and initiatives are supporting equitable outcomes, and identifying unintended consequences or opportunities to improve the effectiveness of each approach.

By passing the attached resolution, the City commits to:

1. Collaborate with Los Angeles Unified School District (LAUSD), for Huntington Park, Vernon, Walnut Park Community of Schools to convene, launch and host a community-based Task Force to discuss and plan for measures to improve the safety of students and encourage walking and biking to school;

## **CONSIDERATION AND APPROVAL OF A RESOLUTION IN SUPPORT OF THE SAFE ROUTES TO SCHOOL PROGRAM**

Page 3 of 4

2. Identify an initial lead that will be responsible for initial coordination of the SRTS activities, outreaching to schools and community organizations, and coordinating volunteers or obtaining other resources as needed;
3. Partner with schools to prioritize the safety and comfort of school children in citywide street modification projects that affect school travel routes;
4. The City of Huntington Park will partner with LAUSD, for Huntington Park, Vernon, Walnut Park Community of Schools to apply for SRTS funding;
5. Encourage all schools to participate in International Walk to School and/or International Bike to School Day, hosted locally as "Walk One Week" (WOW), and support each school site's efforts to collect onsite data to record school site participants; and
6. Incorporate the recommendations of the 2016 Complete Streets Plan into the planned update of the General Plan Circulation Element.

Together, these actions will ensure short-term progress toward the goal of encouraging more children to walk or bike to school, while pursuing funding and working toward longer-term goals of making streets safer for active transportation.

### **Findings**

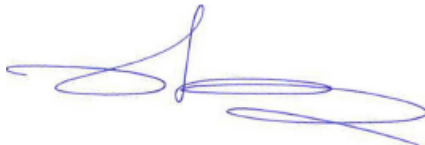
1. The City finds that the SRTS program is a beneficial means of improving childhood physical activity and exercise, reducing childhood obesity, reducing air pollution near schools, and promoting pedestrian safety measures near schools.
2. The City finds participation in the SRTS program to be consistent with existing, adopted goals and policies contained in the Complete Streets Plan and the General Plan Environmental Justice Element.

### **FISCAL IMPACT/FINANCING**

Adoption of the resolution will have no fiscal impact. However, grant funding will be sought to fund infrastructure plan and construction.

### **CONCLUSION**

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



**RICARDO REYES**  
City Manager



**STEVE FORSTER**  
Community Development Director

**CONSIDERATION AND APPROVAL OF A RESOLUTION IN SUPPORT OF  
THE SAFE ROUTES TO SCHOOL PROGRAM**

Page 4 of 4

**ATTACHMENT(S)**

A. Resolution No. 2024-32

B. Huntington Park Complete Streets Plan 2016



# Attachment A

---

Resolution 2024-32 Authorize Resolution in Support of the Safe Routes To School Program

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

**WHEREAS**, the federal Safe Routes to School (SRTS) program was first established in August 2005 as part of the federal transportation bill, SAFETEA-LU Act, providing funding to states to substantially improve the ability of primary and middle school students (kindergarten through 8th grade) to walk and bicycle to school safely; and

**WHEREAS**, the City finds that the SRTS program is a beneficial means of improving childhood physical activity and exercise, reducing childhood obesity, reducing air pollution near schools, and promoting pedestrian safety measures near schools; and

**WHEREAS**, a policy of the City of Huntington Park's current General Plan Environmental Justice Element is to improve walkability across the city by improving sidewalk quality and pedestrian accessibility through the implementation of the policies and programs outlined in the existing Complete Streets Plan, which can be met in part by implementation of SRTS projects; and

**WHEREAS**, state SRTS funds are administered through the California Department of Transportation (Caltrans), and this resolution will help the City be eligible for grant funding; and

**WHEREAS**, the Mayor and City Clerk are hereby respectively authorized and directed for and on behalf of the City to execute, attest, seal and deliver this Resolution substantially in the form approved in the foregoing paragraph, together with such changes as the City Manager shall deem necessary; and

1                   **WHEREAS**, the proper officials, agents and employees of the City are hereby  
2 authorized and directed to take such further action as they may deem necessary or  
3 appropriate to perform all obligations and commitments of the City in accordance with  
4 the provisions of the SRTS to School program.

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

7                   **SECTION 1.** The City of Huntington Park will partner with Los Angeles Unified  
8 School District (LAUSD) Huntington Park, Vernon, Walnut Park Community of Schools  
9 (CoS), to encourage all students to walk, bike, or carpool, recognizing that walking  
10 and bicycling promotes student's physical activity and reduces vehicle traffic and air  
11 pollution in the vicinity of schools and that for students who do not live close enough to  
12 school, carpooling also reduces traffic and creates a safer environment for those who  
13 walk or bicycle.

14                   **SECTION 2.** The City of Huntington Park does hereby endorse the SRTS  
15 National Partnership Consensus Statement as a means to encourage the continued  
16 collaboration of its school districts and community partners in their efforts to reduce  
17 risk for students and encourage more families to use alternatives to driving to school  
18 more often.

19                   **SECTION 3.** The City of Huntington Park supports and will collaborate with  
20 LAUSD Huntington Park, Vernon, Walnut Park CoS to convene, launch and host a  
21 community-based Task Force to discuss and plan for measures to improve the safety  
22 of students and encourage walking and biking to school.

23                   **SECTION 4.** The City will work with City staff, community members, and  
24 schools to identify an initial lead that will be responsible for initial coordination of the  
25 SRTS activities, outreaching to schools and community organizations, and  
26 coordinating volunteers or obtaining other resources as needed. This lead may be an  
27 existing City staff member, staff from a community organization, staff from a school, or  
28 a community volunteer.

**SECTION 5.** The City of Huntington Park will partner with LAUSD Huntington  
Park, Vernon, Walnut Park Community of Schools to prioritize the safety and comfort  
of school children in citywide street modification projects that affect school travel  
routes.

**SECTION 6.** The City of Huntington Park will partner with LAUSD Huntington  
Park, Vernon, Walnut Park Community of Schools to apply for SRTS funding.

**SECTION 7.** The City of Huntington Park will encourage all schools to  
participate in International Walk to School and/or International Bike to School Day,  
hosted locally as "Walk One Week" (WOW), and support each school site's efforts to  
collect onsite data to record school site participants.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SECTION 8.** The City of Huntington Park will incorporate the recommendations of the 2016 Complete Streets Plan into the planned update of the General Plan Circulation Element.

**SECTION 9.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED this 16<sup>th</sup> day of December 2024.**

\_\_\_\_\_  
Karina Macias,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Eduardo Sarmiento,  
City Clerk

# Attachment B

---

Huntington Park Complete Streets Plan 2016



# HUNTINGTON PARK COMPLETE STREETS

JANUARY 2016



This document financed by the  
California Department of Transportation



This page is intentionally blank.

# ACKNOWLEDGMENTS

The Huntington Park Complete Streets Plan provides a transformational vision for the future for the City of Huntington Park. We would like to acknowledge the dedication and collaborative efforts of the community, City staff and the consultant team in the development of this Plan. The preparation of this document has been financed, in part through the Office of Community Planning's Grant Program from the California Department of Transportation. Views and opinions expressed in this report do not necessarily represent the views or opinions of the California Department of Transportation (Caltrans) or the California State Transportation Agency.

## MAYOR AND CITY COUNCIL

Karina Macias, Mayor  
Graciela Ortiz, Vice Mayor  
Valentin P. Amezcuita, Council Member  
Jhonny Pineda, Council Member  
Marilyn Sanabria, Council Member

## CITY STAFF

Rodrigo Pelayo, Planning Technician  
Manuel Acosta, Housing and Community  
Development Manager  
Carlos Luis, Senior Planner  
Michael Ackerman, City Engineer

## CONSULTANT TEAM

### Local Government Commission

Paul Zykofsky, AICP, Associate Director  
Anthony Leonard, Project Manager

### Fehr & Peers

Jeremy Klop, AICP, Principal-in-Charge  
Miguel Núñez, AICP, Project Manager  
Chelsea Richer, AICP, Transportation Planner  
Cullen McCormick, Transportation Planner

### Meléndrez

Melani Smith, AICP, Principal  
Amber Hawkes, AICP, Associate Principal  
Shannon Davis, Senior Associate  
Alexander Jung, Urban Designer  
David Koo, Urban Designer

### 8-80 Cities

Gil Penalosa, Director and Chair of the Board

### California Center for Public Health Advocacy

Alfred Mata, MPA, Program Manager

Funding provided by:





# TABLE OF CONTENTS

<b>1</b>	<b>Introduction.....</b>	<b>1</b>
<b>2</b>	<b>Existing Conditions.....</b>	<b>5</b>
<b>3</b>	<b>Community Design Workshops and Public Input.....</b>	<b>23</b>
<b>4</b>	<b>Proposed Complete Streets Network.....</b>	<b>33</b>
<b>5</b>	<b>Policies and Programs.....</b>	<b>65</b>
<b>6</b>	<b>Implementation Guide.....</b>	<b>87</b>
<b>7</b>	<b>Appendix: Policy Context.....</b>	<b>101</b>

This page is intentionally blank.

# EXECUTIVE SUMMARY

The City of Huntington Park received a Caltrans Community Based Transportation Planning Grant to develop a Complete Streets Plan for the City. This effort focuses on using a robust and intense community outreach process to understand and reflect the community's preferences and desires, while building on existing and on-going planning efforts at the local and regional level. This report documents this process, from data collection and analysis to outreach, to the recommendation of several infrastructure, program, and policy options. While this plan focuses on the use, design, and composition of roadways, how people travel and interact with each other and their environment has implications for numerous quality of life aspects critical to residents of Huntington Park; including safety, air quality, economic vitality, enhanced accessibility and transportation options, and public health.

As defined by Caltrans, a Complete Street is "a transportation facility that is planned, designed, operated, and maintained to provide safe mobility for all users, including people who bike, walk, ride transit, or drive, appropriate to the function and context of the facility. Complete street concepts apply to rural, suburban, and urban areas." This policy is supported by laws and guidance at various levels including Federal law requiring safe accommodation for all users, State law requiring that Caltrans provide an integrated multi-modal system, state Assembly Bill 1358 requiring cities to plan for Complete Streets in their General Plan, and Huntington Park's adopted Complete Streets Policy. Ultimately, the transportation system should strive to meet the varied needs of multi-modal trips and travelers, such as the residents of Huntington Park who exhibit a wide range of travel patterns and modes (walking, biking, driving).

The vision for this plan is to enhance the environment for all road users and balance future policies and investments to reflect local values and conditions. For instance, the City of Huntington Park does not currently have any designated bicycle facilities, while having an

extensive street grid and the vast majority of the City's residents being a very walkable or bikeable distance (within one to two miles) from key destinations such as schools, parks, retail corridors, civic facilities, and local/regional transit corridors. According to the U.S. Census, within the City of Huntington Park:

- Approximately 40% of the population is younger than 17 or over 65, often relying on modes other than driving for mobility
- Approximately 20% of the population use transit, walking, or biking as their primary mode of travel to work (this number is likely higher for all trips)
- Approximately 50% of households make less than \$35,000 a year, highlighting the importance of travel options and potential barriers to vehicle use or ownership

Additional findings compiled this report include:

- Chapter 2 – Existing Conditions
  - The City has numerous existing and on-going planning efforts that are consistent with and complement the recommendations of this plan, such as a Bike Master Plan and adopted Complete Streets Policy
  - Over the five year period from 2008-2012 there were 518 reported motor vehicle collisions with 720 injuries. Over the same time period there were 292 reported collisions involving bicyclists or pedestrians with 300 injuries.
  - Although bicyclists and pedestrians were involved in fewer collisions, they were more likely to be severely injured or killed than motorists. Many of the strategies in this plan have been shown to reduce collisions for all roadway users, including those driving based on research published by the Federal Highway Administration.
  - The collision analysis identifies corridors and locations with the highest numbers of collisions by travel mode

- Chapter 3 – Community Design Workshops and Public Input
  - The plan was preceded by a series of workshops throughout Huntington Park called “Change Starts with Me”
  - A weeklong design charrette was held that focused on holding events throughout the community to get input from local stakeholders and facility users, such as (see chapter 3 for additional details):
    - Opening presentation to the community
    - Walking audits or pop-up stations at three schools during school arrival or dismissal periods
    - Guided walking, biking, and transit tours to walk, bike, and ride through the City while obtaining user input
    - Project outreach and information sharing along Pacific Boulevard with a pop-up event on Zoe Avenue
- Chapter 4 – Proposed Complete Streets Network
  - Discussion of Complete Street Elements
  - Complete Streets recommendations to enhance safety and/or implement additional bicycle and pedestrian facilities on various streets including:
    - Regional Arterials: Pacific Boulevard, Florence Avenue, Santa Fe Avenue, and Slauson Avenue
    - Major Neighborhood Streets: Gage Avenue, Miles Avenue, State Avenue,
    - Local Streets: Rita & Rugby Avenues, Zoe Avenue, Clarendon Avenue, Saturn Avenue, Middleton Street, and Arbutus Avenue
    - Multi-use Path opportunities: Randolph Street and Salt Lake Avenue
    - Placemaking opportunities
- Chapter 5 – Support Policies and Programs: Sample policies such as crosswalk installation and removal, along with Education, Encouragement, Enforcement and Evaluation programs
- Chapter 6 – Implementation Guide: This section includes planning level cost estimates along with potential funding sources for various recommended Complete Streets options

This page is intentionally blank.

[illegible]

## BACKGROUND

The City of Huntington Park is located within the Gateway Cities region of Los Angeles County, approximately five miles southeast of Downtown Los Angeles and fifteen miles north of the Ports of Los Angeles and Long Beach. According to the 2010 US Census, Huntington Park has over 58,000 residents, with a median age of about 29 years old.

Huntington Park is well-connected to neighboring cities via major arterial corridors such as Slauson Avenue, Florence Avenue, Alameda Street, Santa Fe Avenue, Pacific Boulevard, Soto Street/Miles Avenue, and State Street. While Huntington Park and neighbors to the west, east, and south such as Bell and South Gate are primarily residential and commercial, adjacent communities to the north, such as the City of Vernon and unincorporated Los Angeles County are heavily industrial. As a result, the streets of Huntington Park carry high volumes of traffic, along with truck and freight traffic, all of which combine to create an uncomfortable environment for bicycling and walking.

Additionally, the City of Huntington Park is committed to improving health among residents of the city, adopting a resolution in 2010 designating the city a Healthy Eating Active Living (HEAL) city. This policy recognizes the active living benefits and the collision-reduction benefits associated with improving conditions for bicycling and walking.

Therefore, the primary goal of the Huntington Park Complete Streets Plan is to identify challenges people face in getting around the city, particularly by walking and biking, provide a range of options that could improve the environment for all modes, and offer a plan to prioritize and expedite the implementation of these projects.

## PUBLIC INVOLVEMENT AND PLAN DEVELOPMENT

This project included a robust public engagement process, which was divided into two phases. The first was a series of “Change Starts With Me” workshops held in October 2014 to prepare residents for the project charrette. The second phase of outreach focused on a design charrette held in January of 2015. All of the public outreach activities were conducted in both Spanish and English, and the formal meetings during the design charrette included childcare and a meal for participants. More information about the public engagement process is detailed in Chapter 3.

# CONTENTS OF THE PLAN

**The Complete Streets Plan is presented in six chapters and an appendix, including the following information:**

## **CHAPTER 1**

Introduction

## **CHAPTER 2**

Existing Conditions, including relevant policies and programs underway in Huntington Park, a brief traffic collision analysis, and a summary of land use patterns and existing transportation facilities

## **CHAPTER 3**

Public Involvement and Plan Development, including a discussion of the community design workshops and public outreach that took place during the development of the Plan, as well as overarching themes that came up during the outreach meetings

## **CHAPTER 4**

Proposed Complete Streets Network, including city-wide treatments and treatment options designed for specific corridors or intersections

## **CHAPTER 5**

Policies and Programs, including a range of education, encouragement, enforcement and evaluation activities that could be pursued alongside engineering changes in order to maximize the benefits of the investment

## **CHAPTER 6**

Implementation Guide, including project prioritization, funding sources, and implementation milestones

## **APPENDIX**

Policy Context, including a discussion of the federal, state, and county initiatives that support and relate to Complete Streets



This page is intentionally blank.



## 2. EXISTING CONDITIONS

# CITY OF HUNTINGTON PARK POLICIES AND PLANS

## Huntington Park General Plan

The City of Huntington Park's General Plan was adopted in 1991. The Plan includes a Land Use Element which sets goals related to urban design and pedestrian access, and a Circulation Element which includes goals and policies related to all modes of transportation throughout the city, including vehicles, bicycles, pedestrians, and transit. The Circulation Element identifies several streets such as Rita Avenue, Rugby Avenue, Gage Avenue, Pacific Boulevard, and Florence Avenue, which are included in this Complete Streets Plan with proposed improvements for the circulation of bicyclists, pedestrians, and transit riders. The Complete Streets Plan also includes proposed improvements to the streets identified in the Circulation Element. The General Plan is scheduled to be updated in 2016.

## Downtown Huntington Park Specific Plan

The Downtown Huntington Park Specific Plan (DTSP) was adopted in 2008. The Plan identifies strategies to improve the public realm in Downtown Huntington Park for transit riders, bicyclists and pedestrians, including treatments such as streetscaping, street furniture, improved transit stops, signage and wayfinding, and bike racks. The DTSP also discusses standards and guidelines for the private realm in Downtown Huntington Park, which can affect the public's comfort and enjoyment of space, site circulation, and safety. The boundaries of Downtown Huntington Park are Rugby Avenue to the west, Randolph Street to the north, Seville Avenue to the east, and Florence Avenue to the south. It also includes Zoe Avenue east of Seville Avenue to Miles Avenue.

## Huntington Park Healthy Eating Active Living (HEAL) Policy

The City of Huntington Park adopted a resolution in 2010 designating the city a Healthy Eating Active Living (HEAL) city, with the goal of improving public health through efforts that encourage healthy eating and a more active lifestyle.

## Huntington Park Complete Streets Policy

The City of Huntington Park passed a Complete Streets Policy in 2012, based in part on the 2010 designation of the city as a Healthy Eating Active Living (HEAL) City. The objective of the policy is to provide guiding principles and practices so that transportation facilities are planned, designed, constructed, operated, and maintained with all modes in mind, including walking, bicycling, and transit use.

## Downtown Revitalization Strategy

In 2013, the City of Huntington Park developed strategies to revitalize Downtown Huntington Park in partnership with Primestor Development, Inc., an organization that focuses on real estate development and management. This work focused on Pacific Boulevard from Florence Avenue to Slauson Avenue, with a vision of growing the Latino culture of the historic retail center, improving the family orientation of the space, developing Pacific Boulevard as an entertainment hub with community events, and enhancing the transportation-oriented development of the corridor.

## EXISTING TRANSPORTATION FACILITIES AND CONDITIONS

### Pacific Boulevard Streetscape Plan

The City of Huntington Park adopted the Pacific Boulevard Streetscape Plan in 2014. This effort was the culmination of the 2013 Downtown Revitalization Strategy described above. The Plan sets forth a design vision for the revitalization of Pacific Boulevard, including a streetscape plan, a “kit-of-parts” approach to signage, landscaping, trees, shade structures, street furniture, and a process for phased implementation. The Complete Streets Plan aligns with the Pacific Boulevard Plan, highlighting some of the same design interventions and expanding on the pedestrian-orientation of Downtown Huntington Park.

### Huntington Park Bicycle Transportation Master Plan

The City of Huntington Park adopted the Bicycle Transportation Master Plan in 2014. This plan identifies bicycle routes, facilities, and improvements that would encourage bicycle use throughout the city and improve safety for bicyclists. This Plan aligns with the City’s HEAL designation and the Complete Streets Policy. The Complete Streets Plan builds off the facilities proposed in the Bicycle Transportation Master Plan, including recommendations for many of the same corridors such as Randolph Street, State Street, Salt Lake Avenue, Gage Avenue, Miles Avenue, Pacific Boulevard, Clarendon Avenue and Saturn Avenue.

### Collisions Analysis

Citywide bicycle, pedestrian, and motor vehicle collision data were obtained from the Statewide Integrated Traffic Records System (SWITRS) and the Transportation Injury Mapping System (TIMS). Data were collected for all collisions from 2008-2012. This section summarizes the data and presents the collision analysis.

A collision review is valuable for a variety of reasons. Understanding existing conditions and collision history can help identify and prioritize study areas and the most effective countermeasures dealing with specific locations or collision types. It is also important to recognize that collisions and complete street considerations are not only for people who bike and walk, but all road users. Table 1 summarizes the collision data by mode for the City of Huntington Park between 2008 and 2012. Motorcycle collisions are included as a subset of total motor vehicle collisions. Over the five year analysis period the greatest number of collisions and injuries involve motor vehicles more than any other travel mode, by far. The strategies in this report will benefit the safety and comfort of all road users, not just those who may be walking or biking.

Table 1 summarizes the collision data by mode for the City of Huntington Park between 2008 and 2012. Motorcycle collisions are included as a subset of total motor vehicle collisions.

**TABLE 1: COLLISION SUMMARY TABLE BY MODE**

Type of Collision	Number of Collisions	Number of Fatalities	Number of Injuries
Bicycle	137	0	140
Pedestrian	155	11	160
Motor Vehicles	518	4	720
Motorcycles	32	2	33

Table 2 lists the eight intersections with the highest number of bicycle collisions. The list is based on the number of collisions at a given intersection between 2008 and 2012, and is not normalized for vehicle or bicyclist volumes. A map displaying reported bicycle collisions over this period is shown in Figure 1.

**TABLE 2: BICYCLE COLLISIONS**

Intersection of Incident	Number of Collisions
Gage Avenue & Middleton Street	4
Gage Avenue & Santa Fe Avenue	4
Florence Avenue & Mountain View Avenue	3
Florence Avenue & Santa Fe Avenue	3
Florence Avenue & Stafford Avenue	3
Rugby Avenue & Randolph Street	3
Slauson Avenue & Pacific Boulevard	3
State Street & Hope Street	3

Source: City of Huntington Park, Fehr & Peers 2014



Table 3 lists the 11 intersections with the highest number of vehicle collisions. The list is based on the number of collisions at a given intersection between 2008 and 2012, and is not normalized for vehicle volumes. A map displaying reported motor vehicle collisions over this period is shown in Figure 2.

**TABLE 3: MOTOR VEHICLE COLLISIONS**

Intersection of Incident	Number of Collisions
Slauson Avenue & Malabar Street	11
State Street & Gage Avenue	11
Florence Avenue & Mountain View Avenue	10
Randolph Street & Rugby Avenue	10
California Avenue & Broadway	9
Slauson Avenue & Pacific Boulevard	9
Slauson Avenue & Santa Fe Avenue	9
Miles Avenue & Gage Avenue	8
Santa Fe Avenue & Gage Avenue	8
Saturn Avenue & Miles Avenue	8
Slauson Avenue & Alameda Street	8

Source: City of Huntington Park, Fehr & Peers 2014

Table 4 lists the 12 intersections with the highest number of pedestrian collisions. The list is based on the number of collisions at a given intersection between 2008 and 2012, and is not normalized for vehicle or pedestrian volumes. A map displaying reported pedestrian collisions over this period is shown in Figure 3.

**TABLE 4: PEDESTRIAN COLLISIONS**

Intersection of Incident	Number of Collisions
State Street & Florence Avenue	6
Pacific Boulevard & Gage Avenue	5
Gage Avenue & Marconi Street	4
Santa Fe Avenue & Florence Avenue	4
Seville Avenue & Saturn Avenue	4
State Street & Olive Street	4
Gage Avenue & Arbutus Avenue	3
Gage Avenue & Miles Avenue	3
Santa Fe Avenue & Clarendon Avenue	3
Saturn Avenue & Rita Avenue	3
State Street & Broadway	3
State Street & Saturn Avenue	3

Source: City of Huntington Park, Fehr & Peers 2014

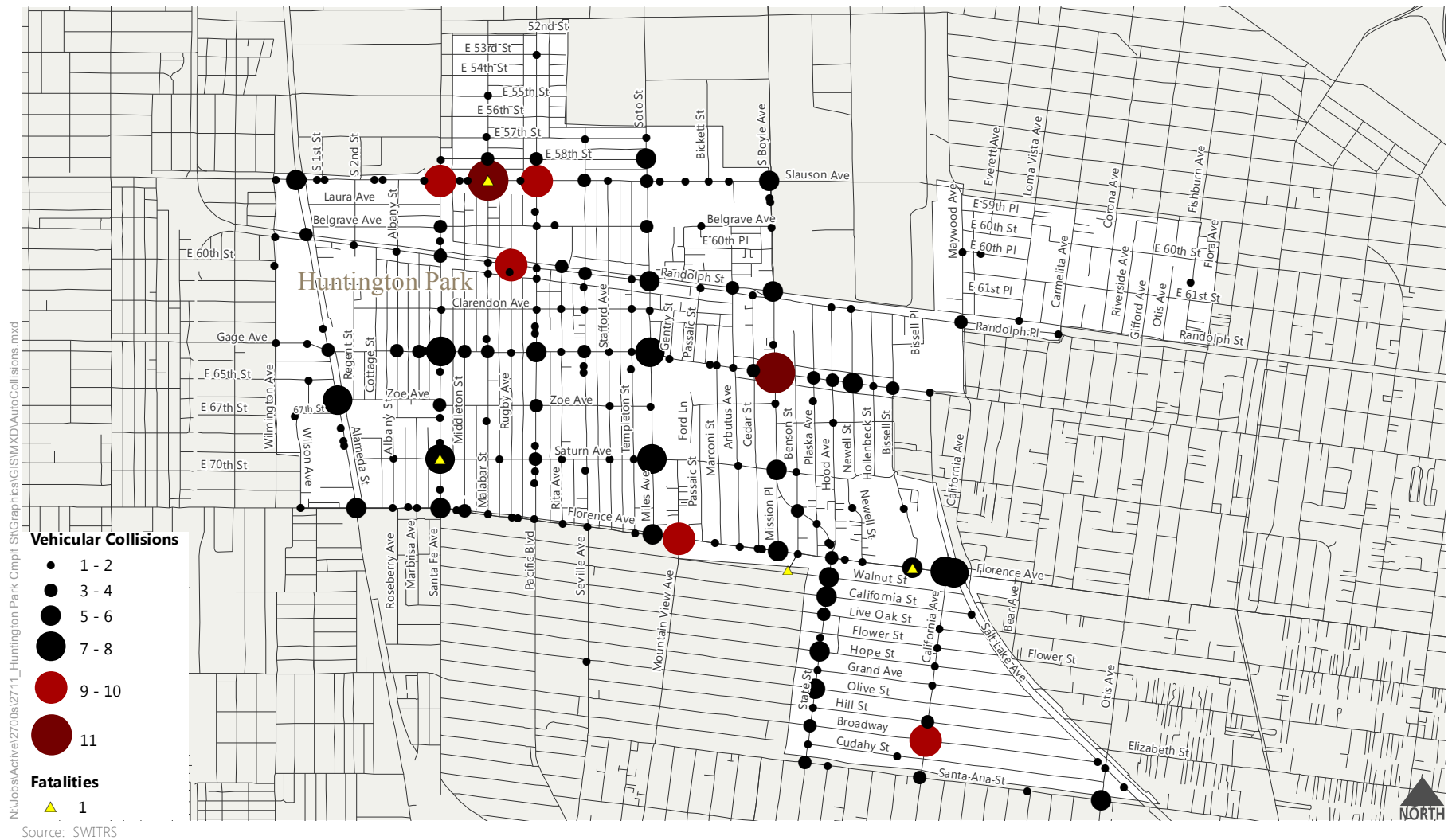






Table 5 provides a list of the most common primary collision factors (PCFs) for bicycle collisions in Huntington Park. The top two PCFs were travel on the wrong side of the road and traffic signals and signs violations, accounting for 57% of collisions.

**TABLE 5 : PRIMARY COLLISION FACTORS - BICYCLE COLLISIONS**

PCF	Occurrences	Percent
Wrong Side of Road	58	45%
Traffic Signals and Signs	15	12%
Auto Right-of-Way Violation	15	12%
Other Hazardous Movement	14	11%
Improper Turning	8	6%
Pedestrian Right-of-Way Violation	5	4%
Unsafe Starting or Backing	3	2%
Other Improper Driving	3	2%
Lights	2	2%
Unsafe Speed	2	2%
Unsafe Lane Change	2	2%
Pedestrian Violation	1	1%
Brakes	1	1%

Source: City of Huntington Park, Fehr & Peers 2014

Table 6 provides a list of the most common primary collision factors (PCFs) for pedestrian collisions in Huntington Park. The top two PCFs were pedestrian right-of-way violations (motor vehicles violating the pedestrian right-of-way) and pedestrian violations, accounting for 89% of collisions.

**TABLE 6 : PRIMARY COLLISION FACTORS - PEDESTRIAN COLLISIONS**

PCF	Occurrences	Percent
Pedestrian Right-of-Way Violation	65	45%
Pedestrian Violation	64	44%
Traffic Signals and Signs	6	4%
Unsafe Speed	4	3%
Unsafe Starting or Backing	2	1%
Auto Right-of-Way Violation	2	1%
Driving Under the Influence	1	1%
Other Improper Driving	1	1%
Improper Turning	1	1%

Source: City of Huntington Park, Fehr & Peers 2014

Table 7 provides a list of the most common primary collision factors (PCFs) for motor vehicle collisions in Huntington Park. The top two PCFs were auto right-of-way violations and unsafe speed, accounting for 60% of collisions.

**TABLE 7 : PRIMARY COLLISION FACTORS - MOTOR VEHICLE COLLISIONS**

PCF	Occurrences	Percent
Auto Right-of-Way Violation	158	32%
Unsafe Speed	140	28%
Traffic Signals and Signs	72	14%
Driving Under the Influence	35	7%
Improper Turning	31	6%
Unsafe Lane Change	19	4%
Unsafe Starting or Backing	18	4%
Wrong Side of Road	12	2%
Following Too Closely	6	1%
Other Hazardous Driving	4	1%

Source: City of Huntington Park, Fehr & Peers 2014

Table 8 summarizes the types of collisions for each mode, by number and percent of the total collisions for that mode. Broadside collisions accounted for the highest percentage of bicycle collisions and motor vehicle collisions, with 68% and 42%, respectively. Rear-end collisions accounted for an additional 33% of motor vehicle collisions.

**TABLE 8 : COLLISION TYPE**

Type of Collision	Bicycle Collision		Motor Vehicle Collision	
	Occurrences	Percentage	Occurrences	Percentage
Head-On	1	1%	60	12%
Sideswipe	10	7%	40	8%
Rear-End	3	2%	170	33%
Broadside	92	68%	214	42%
Hit Object	2	1%	17	3%
Overturned	0	0%	10	2%
Vehicle/Pedestrian	4	3%	3	1%
Other	24	18%	1	0%

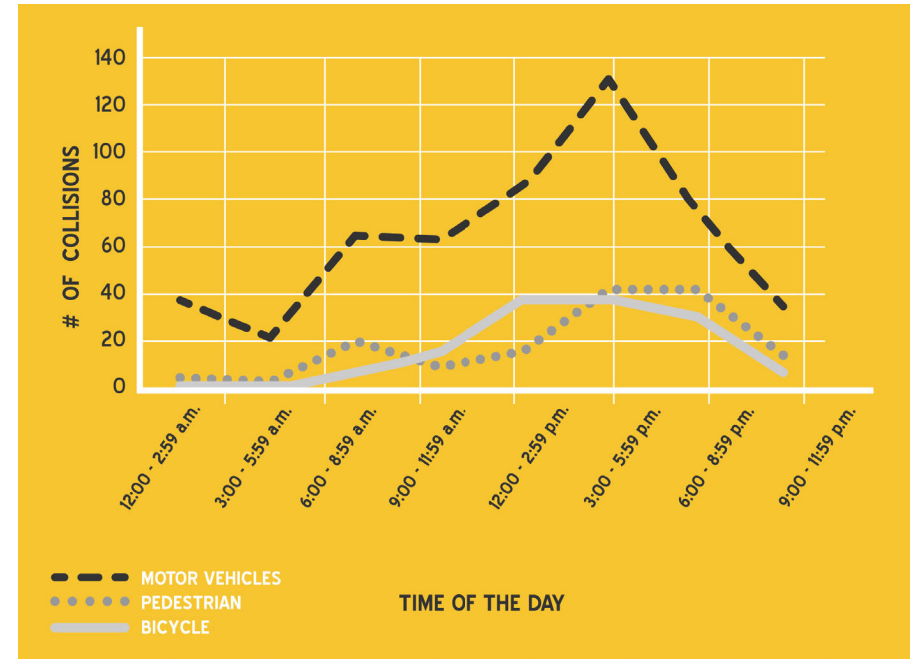
Source: City of Huntington Park, Fehr & Peers 2014

Table 9 summarizes time-of-day data for collisions. The time of day was grouped into three-hour blocks, which corresponds to early morning hours, morning rush hours, mid-day hours, afternoon hours, evening rush hours, and nighttime hours. Most collisions occur between 12:00PM and 9:00PM, for all modes. The highest percentage of bicycle collisions occurs during the early-afternoon period, between 12:00PM and 6:00PM, while the highest percentage of pedestrian collisions occurs during the evening hours between 3:00PM and 6:00PM. The highest percentage of motor vehicle collisions occurs during the early afternoon or evening rush hours, between 12:00PM-6:00PM, which corresponds to the time people are typically leaving work and school. Figure 4 shows the distribution of collisions throughout the day, by mode.

**TABLE 9 : COLLISIONS BY TIME OF DAY**

Type of Collision		Bicycle Collision		Pedestrian Collision		Motor Vehicle Collision	
		Occurrences	Percentage	Occurrences	Percentage	Occurrences	Percentage
Very early morning	12:00-2:59AM	1	1%	5	3%	37	7%
	3:00-5:59AM	0	0%	3	2%	22	4%
Morning rush hours	6:00-8:59AM	8	6%	20	13%	65	13%
Mid-morning/early-afternoon	9:00-11:59AM	15	11%	10	6%	63	12%
	12:00-2:59PM	38	28%	18	12%	86	17%
Evening rush hours	3:00-5:59PM	37	27%	42	27%	132	25%
Late evening	6:00-8:59PM	31	23%	42	27%	77	15%
Nighttime	9:00-11:59PM	7	5%	15	10%	36	7%

Source: City of Huntington Park, Fehr & Peers 2014



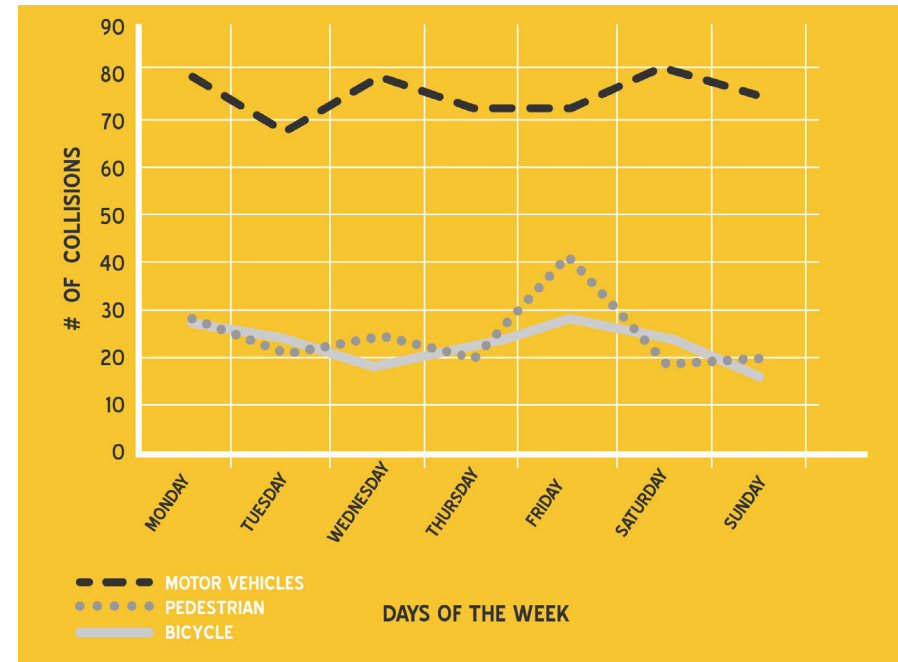
**FIGURE 4: COLLISIONS BY TIME OF DAY**

Table 10 summarizes day-of-the-week data for collisions. For bicyclists and pedestrians, more collisions occur on Monday or Friday. For motor vehicles, collisions are evenly dispersed throughout the week. Figure 5 shows the distribution of collisions throughout the week, by mode.

**TABLE 10 : COLLISIONS BY DAY OF THE WEEK**

Type of Collision	Bicycle Collision		Pedestrian Collision		Motor Vehicle Collision	
	Occurrences	Percentage	Occurrences	Percentage	Occurrences	Percentage
Monday	25	18%	26	17%	78	15%
Tuesday	21	15%	18	12%	65	13%
Wednesday	14	10%	22	14%	79	15%
Thursday	18	13%	17	11%	71	14%
Friday	26	19%	41	26%	71	14%
Saturday	21	15%	15	10%	80	15%
Sunday	12	9%	16	10%	74	14%

Source: City of Huntington Park, Fehr & Peers 2014



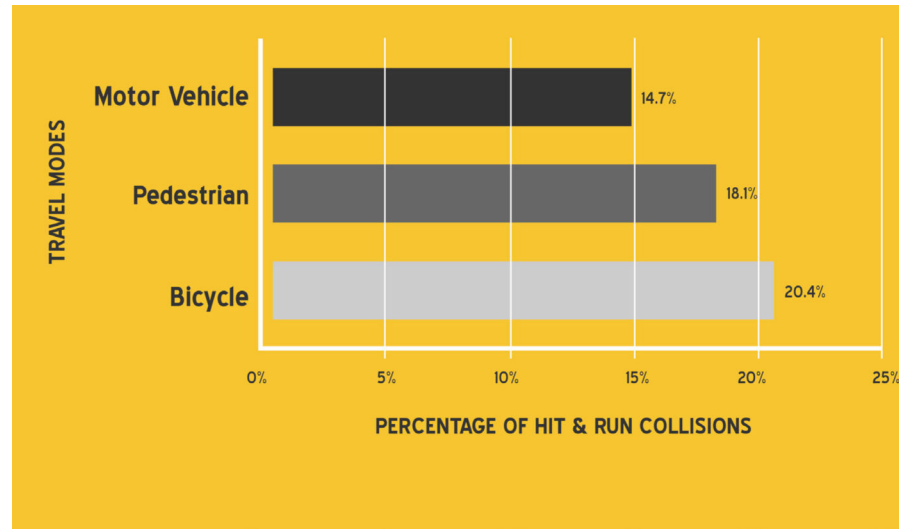
**FIGURE 5: COLLISIONS BY DAY OF THE WEEK**

Table 11 provides information on hit-and-run collisions. Felony hit-and-run collisions occur when there is an injury or fatality and one party leaves the scene of the collision. Misdemeanor hit-and-run collisions occur when one party leaves the scene of the collision and there are no injuries or fatalities. Figure 6 shows the percent of hit-and-run collisions by mode.

**TABLE 11 : PRIMARY COLLISION FACTORS - PEDESTRIAN COLLISIONS**

	Total Collisions	Felony Hit-and-Run	Misdemeanor Hit-and-Run	Not Hit-and-Run	Percent of Total Collisions Hit-and-Run
<b>Bicycle</b>	137	22	6	109	20%
<b>Pedestrian</b>	155	26	2	127	18%
<b>Motor Vehicle</b>	518	53	23	442	15%

Source: City of Huntington Park, Fehr & Peers 2014



**FIGURE 6: PERCENT HIT & RUN COLLISIONS**

### Existing Land Use Patterns

The most recent zoning map for the City of Huntington Park was updated in March 2015. It includes the Downtown Specific Plan primarily along Pacific Boulevard and other commercially zoned corridors along Santa Fe Avenue, Slauson Avenue, Gage Avenue, Seville Avenue, Alameda Street, Florence Avenue, State Street, and California Avenue. It also includes Manufacturing Planned Development to the west and north of downtown and along part of the railroad right of way in the northeastern part of the city. Residential land uses are divided between low density residential, found primarily in the southeastern part of the city, medium density residential, found primarily between Gage and Slauson in the northern part of the city, and high density residential, found south of Slauson in the western part of the city, north of Randolph in the eastern part of the city, and north of Florence by Salt Lake Park. Figure 7 shows the 2015 Zoning Map.

Additionally, Huntington Park has a number of schools and parks located throughout the City. Due to the City's size and development patterns, nearly all residents are within one mile of a school, park, commercial or civic facility. Based on this high level of accessibility, investing in infrastructure for all modes can lead to increased public health and safety, improved air quality, enhanced economic vitality, and reduced congestion.





## Existing Transportation Facilities

The City of Huntington Park has a street network that largely follows a grid pattern throughout the city. Arterials with the highest average daily traffic counts include Slauson Avenue, Florence Avenue, and Santa Fe Avenue. Other major thoroughfares include Alameda Street, State Street, Miles Avenue, Pacific Boulevard, Gage Avenue, and Randolph Street.

Crosswalks are generally consistently striped at signalized intersections, with crossings marked at some stop-controlled intersections or across one leg of an uncontrolled intersection, such as Miles Avenue and Clarendon Avenue. There are also mid-block signalized pedestrian crossings on Pacific Boulevard. There are no dedicated on-street bicycle facilities (i.e., bicycle lanes or bicycle paths) in the City of Huntington Park, but there are bicycle racks at some schools, parks, and the Civic Center. Several streets like State Street, Florence Avenue, and Gage Avenue provide marked crossings at uncontrolled locations that include high-visibility crosswalks and pedestrian signage. Some of these crossings along Gage Avenue and Florence Avenue include flashing signs and in-roadway pavement lights.

Transit services in the City of Huntington Park are comprised of Metro Local buses and a shuttle service run by Metro transit known as the Combi. The Metro Blue Line is also proximate to the northwest part of Huntington Park, although it is outside the city boundaries. Future transit plans include two stops on the EcoTransit line, a proposed light rail line that is currently under study by Metro. Figure 8 shows the current and future transit facilities in Huntington Park.

## Recent Huntington Park Implementation Actions

In addition to the policies and plans described above, Huntington Park has undertaken many steps towards implementing the Complete Streets policy. The City has pursued implementation grant money and funding for bicycle facilities on State Street and Randolph Street, as well as grant funding for Safe Routes to School efforts and a signal synchronization implementation project. The City has also installed parklets and partnered to host annual bicycle races on Pacific Boulevard. The Department of Parks and Recreation has conducted bicycle training, the Police Department has organized bicycle rodeos, and the City has worked with neighboring agencies to coordinate projects of regional significance.



FIGURE 8: CURRENT AND FUTURE TRANSIT FACILITIES

This page is intentionally blank.

### 3. COMMUNITY DESIGN WORKSHOPS AND PUBLIC INPUT

# COMMUNITY DESIGN WORKSHOPS & PUBLIC INPUT

## Purpose

The primary public involvement tool for the Huntington Park Complete Streets Plan was a week-long community design charrette. Design charrettes are an increasingly popular tool for neighborhood and street design programs. Charrettes are community-based design exercises that come out of a sincere intent to have the public involved in a meaningful way to craft their own future. This format allows residents, users of a street, or other target populations to be the primary force behind the designs.

Several partner organizations were involved in leading this project. City of Huntington Park Planning Staff provided oversight of the project. Local Government Commission (LGC) staff managed the project and were responsible for overseeing community engagement and facilitation. California Center for Public Health Advocacy (CCPHA) took the lead in the outreach to community members. Fehr & Peers and Meléndrez provided the main transportation planning, engineering and design services for the project.

From September 2014 to April of 2015, three advisory committee meetings were held with residents, organizations active in the community, school representatives, and City staff. Participants at these meetings helped guide the project partners with outreach and plan development.

There were two main phases to engaging the public. The first was a series of “Change Starts With Me” workshops held in October 2014 to prepare residents for the second phase. After that, the second phase of outreach focused on a design charrette held in January of 2015.



Participants in the workshops provided some insights into what the issues were on the streets.

## Public Input Process

The public input process was comprised of an initial period of outreach in the Fall of 2014, followed by a week-long intensive Community Design Charrette the week of January 19th, 2015. The initial outreach was conducted in partnership with the California Center for Public Health Advocacy (CCPHA). CCPHA engaged local community-based organizations, such as Woodcraft Rangers, Communities for a Better Environment, and the Huntington Park Chamber of Commerce, as well as Huntington Park schools to recruit participants for three “Change Starts With Me” Complete Streets training workshops. CCPHA disseminated flyers for the workshops to all project partners, Huntington Park schools, and faith-based organizations. Information for the workshops was also posted at city hall, city parks, and during the Sabor de Mexico Lindo event in early October 2014.

CCPHA conducted the three “Change Starts With Me” Complete Streets training workshops in mid to late October 2014 at the following city locations: Raul R. Perez Memorial Park, Salt Lake Park, and Freedom Park. The purpose of the workshops was to provide community members with the information and skills they need to participate in the development of a community-based Complete Streets plan for the City. A total of 46 residents, parents, and/or community members participated. Topics of the training workshops included: introduction to public health, introduction to planning, traffic safety, Complete Streets, and health advocacy.

In addition, CCPHA conducted follow-up outreach efforts during the week leading up to the Community Design Charrette, including:

- Posted flyers at City Hall and Salt Lake Park
- Presentations and phone calls/mailers to parent volunteers and/or District English Learners Advisory Committee (DELAC) students at 4 Huntington Park schools
- Presentation to 15 members of the Huntington Park Chamber of Commerce
- Presentation to Senior Bingo Club at Salt Lake Park
- Emails and/or phone calls to administrators and/or parent representatives at 15 Huntington Park schools
- Mailers to 9 Huntington Park Aspire public schools
- Mailers to 30 faith-based institutions (churches, temples, etc.)
- Email and/or phone calls to staff at Woodcraft Rangers, Oldtimers Foundation, and Communities for a Better Environment
- Disseminate flyers at Huntington Park Farmer’s Market at Salt Lake Park
- Disseminated flyers at Nimitz Middle School Wellness Fair
- Calls, emails, and/or mailers to 46 workshop participants
- Email to Spanish publication

From January 20-24, 2015 the design team held various public events in English and Spanish to engage the community for a Complete Streets design charrette. The charrette included several different ways to interact project team, including engagement activities held on local streets during time periods where high foot traffic was anticipated.

### Special Presentation on Complete Streets

Gil Peñalosa of 8-80 Cities, and former Commissioner of Parks, Sport and Recreation in Bogota, Colombia, joined the team to conduct presentations on the benefits of creating Complete Streets for people of all ages, and to provide examples of how other communities are implementing Complete Streets practices and healthier community design. Gil presented at a special session in the afternoon of Tuesday January 20 for City staff and stakeholder agencies and groups in the Los Angeles region.



Gil Peñalosa presenting the benefits of creating Complete Streets



## Opening Presentation and Community Design Workshop

An opening session for the design charrette process was held on Tuesday, January 20 at the Salt Lake Park Community Center Lounge Room. The project team provided storyboards showing the benefits of Complete Streets, photos of some of the existing conditions in Huntington Park, as well as maps of schools, open space, and transit.

Albert Fontanez, former Planning Manager for the City welcomed participants to the workshop. Miguel Nunez, Senior Transportation Planner for Fehr & Peers provided background on the Complete Streets Plan project and Gil Peñalosa presented on the benefits of Complete Streets.

After the presentation, participants split into smaller groups for a design table exercise. Everyone was asked to identify critical issues on large aerial maps of the city, as well as put down some of their own street design solutions. Each table group held energetic conversations as they discussed problems, and alternative solutions. At the end of the exercise, each group took turns sharing their respective solutions with the rest of the participants.

During this exercise, project team members circulated around the room observing, commenting if appropriate, and answering questions when asked. This format kept expert designers available, but gave community members the hands-on freedom to offer their own solutions.



Posterboards were available with more information on Complete Streets concepts and existing conditions.



City staff and team members welcome participants to opening workshop.



Participants broke up into groups...



Discussed conditions on the streets...



Collaborated with each other for solutions...



Then the groups shared their ideas with everyone.



## Pop-Up Events

Throughout the week, the design team engaged the community directly on the street through pop-up events at various locations. At these events members of the design team set up storyboards and other informational materials. The objective was to engage residents in locations where there was a lot of foot traffic to allow more one-on-one conversations about Complete Streets concepts and to get their comments on the issues in the community.

The pop-up events took place at two schools in the City: Middleton Elementary School the morning of Monday, January 21 and Gage Middle School the afternoon of Friday, January 23. These provided opportunities to get the unique perspectives of younger residents, as well as their parents.

During the evening of Friday, January 23, the design team held a pop-up at the intersection of Zoe Avenue and Pacific Boulevard, providing the opportunity to interact directly with residents on a busy city street, and reach those that had not attended events earlier in the week.



Pop-up near Gage Middle School.



Middleton Elementary pop-up event.



A pop-up at Zoe and Pacific Avenues...



Provided the opportunity to interact with people on a Friday evening.

### Guided Tours and Audits

During the week, the design team also held three different guided tours through the City. These were focused on transit connections, a school neighborhood and bicycling improvements.

On January 21, members of the team led a guided Transit Tour to observe different locations near a major corridor, and consider the connections to transit in the City. Following the tour, the group reconvened at the Salt Lake Park to discuss observations from the tour. Then-Councilmember and former Mayor Ofelia Hernandez joined the discussion following the tour.

The Parent/Student-Focused Walk Audit on January 22 was held at Freedom Park. Parents and public health staff from the Los Angeles County Department of Public Health attended. The project team led participants on a tour of the streets around Nimitz Middle School and Huntington Park Elementary School, observing and discussing existing land uses and street conditions, including design, walkability, traffic patterns, intersections, crossings, sidewalk conditions, and other features. After the walk they regrouped to discuss Complete Streets and possible design solutions for their neighborhood and the rest of the City.

Later that afternoon, the project team led a Bicycle Audit with high school students and others to offer a first-hand look at what it is like to bike on Huntington Park's streets, pointing out and discussing locations where bicycle improvements were planned.





Participants illustrate a bulb-out during Nimitz M.S. and Huntington Park E.S. walking Audit.



Gil Peñalosa speaks to a group of senior citizens about the importance of Complete Streets for residents of all ages.



Bus/ Walking tour about transit connections.



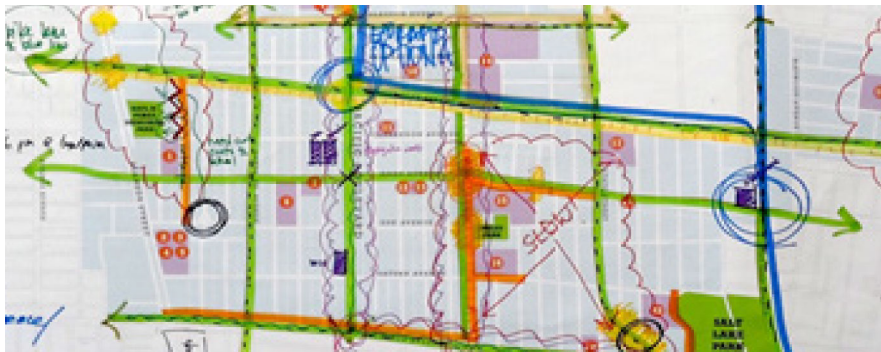
Discussing the bicyclist's perspective of Huntington Park streets.

## WHAT WE HEARD

After the community's initial input from the opening workshop, the design team started refining details on the recommendations for the Complete Streets Plan. The design team spent three days at Salt Lake Park reviewing the concepts developed by the public and preparing draft recommendations for the closing session presentation. This included many ongoing discussions with team members and Huntington Park City staff.

The design team held a public workshop at the Huntington Park City Hall Council Chamber on January 24, 2012 to present the first draft of recommendations to residents. Paul Zykofsky of the LGC and Miguel Nunez of Fehr and Peers then reviewed the key findings from the previous public events, and shared concepts of the team's initial recommendations, including visuals of potential changes. At the conclusion, they opened the floor to comments and questions from those in attendance.

After this workshop, and with guidance from the Advisory Committee the design team then began the process of developing the Complete Streets Plan. The input gathered from the community outreach on this project form the basis for the recommendations in this report.



All the public input was consolidated onto one map.

## SUMMARY OF KEY ISSUES

The key issues emerging out of the public input process primarily revolved around improving safety, enhancing public space, and the need for traffic calming. Specific comments include:

- Improve sidewalk and pavement quality and conditions
- More stop signs, particularly around schools
- Improve crossings, particularly near schools
- Reduce speeds along key arterials
- Make better use of space along Randolph Street
- Upgrade crosswalks and signals for pedestrians
- Address crossing/pedestrian safety issues along Gage Avenue, particularly at Miles Avenue and Pacific Avenue
- Provide separated facilities for people riding bicycles
- Improve access for people walking and riding bicycles to the Blue Line Station at Slauson Avenue

These issues are addressed in the options presented in this plan, both at the policy-level, city wide, as well as at the corridor or intersection level with specific treatment options presented to address the safety concerns expressed by the public.

This page is intentionally blank.



## 4. PROPOSED COMPLETE STREETS NETWORK



# PROPOSED COMPLETE STREETS NETWORK

The Complete Streets Network, shown in Figure 10, includes opportunities for multi-modal enhancements for people traveling throughout the City of Huntington Park. This map includes state-of-the-practice recommendations intended to improve safety, comfort, and user experience of people walking, bicycling, riding transit, and spending time in public spaces in Huntington Park.

As discussed in the prior chapters, a number of factors such as land use patterns, existing infrastructure, and demographics contribute to existing circulation choices and patterns. The proposed complete streets network seeks to better connect people with each other and local destinations by balancing the development of infrastructure to be more inclusive of modes other than the automobile. For instance, nearly all streets in Huntington Park are designated for vehicle travel and parking; however, there are few designated bicycle facilities within the City. Most streets have sidewalks to accommodate walking; however, neighborhood and residential streets can experience high vehicle volumes and travel speeds that may discourage people from choosing to walk or ride their bicycles for short distance trips. This chapter contains a number of general strategies and specific options for a number of corridors intended to develop a multi-modal transportation network that serves existing and anticipated circulation patterns in Huntington Park.

## CITY-WIDE COMPLETE STREETS TREATMENTS

### Curb Extension Treatments

Many of the treatments included in Figure 10 are appropriate for city-wide adoption, wherever the opportunity or community desire is encountered. These interventions include treatments like curb extensions, or bulb-outs, as depicted in Figure 10 along Gage Avenue at Middleton and Arbutus, among other locations that have on-street parking. These extensions shorten crossing distances for pedestrians, improve visibility, and are indicated in Figure 10 at school locations where crosswalks are already striped. However, this intervention can be implemented as a low-cost pilot project anywhere in the city, using planters and other temporary materials. Figure 9 shows an example of temporary curb extensions built with low-cost materials.



SOURCE: LOS ANGELES GREAT STREETS INITIATIVE

FIGURE 9: IMAGE OF TEMPORARY CURB EXTENSIONS WITH LOW-COST MATERIALS

# ELEMENTS OF A COMPLETE STREET



## PEDESTRIAN AMENITIES

Providing amenities for people walking helps create a safe and comfortable environment. Street trees, benches, trash cans, and pedestrian-scaled lighting, are some of the preferred amenities that enhance the pedestrian experience.



## INTERSECTION ENHANCEMENTS

Intersections can be enhanced to increase the safety of all road users. Enhanced intersection treatments may include special crosswalk markings, bulb-outs that reduce the crossing distance, leading pedestrian intervals, and other signal, signing and striping treatments.



## BIKE NETWORK

A well thought out bike network increases safety and allows cyclists to plan preferred routes to specific destinations. Locations for bike racks, bike lockers, and bike stations should also be considered.



## GREEN STREETS

Green Streets capture storm water runoff and returns it to the aquifer. Most green streets use bioswales and landscaped bulb-outs to retain water, allowing it to slowly permeate back into the ground. These treatments also create opportunities for landscaping which can benefit aesthetics and the environment.



## TRAFFIC CALMING

Traffic calming reduces vehicular speeds that may discourage active street life. Reducing the number of lanes encourages slower speeds. Other treatments include, roundabouts, chicanes, bulb-outs, or planted medians.



## SIGNAGE/WAYFINDING

Signage and wayfinding devices help all street users navigate the city. Signage and wayfinding devices should be clear and legible. These devices could also be branded with a consistent color palette and graphic look to create a sense of place.



## ENHANCED PUBLIC TRANSPORTATION

There are various ways to enhance public transportation on a complete street. Dedicated bus lanes, enhanced bus shelters, and real-time transit information, can help improve the user experience.



## PUBLIC SPACES

Introducing new public spaces on the street provides a safe and comfortable place for people to gather. Parklets and plazas are affordable ways to incorporate new public spaces into the streetscape. They also have the ability to protect pedestrians by creating a buffer between the sidewalk and the roadway. Public spaces can catalyze community revitalization and promote economic development.

FIGURE 10: CITYWIDE COMPLETE STREETS TREATMENTS

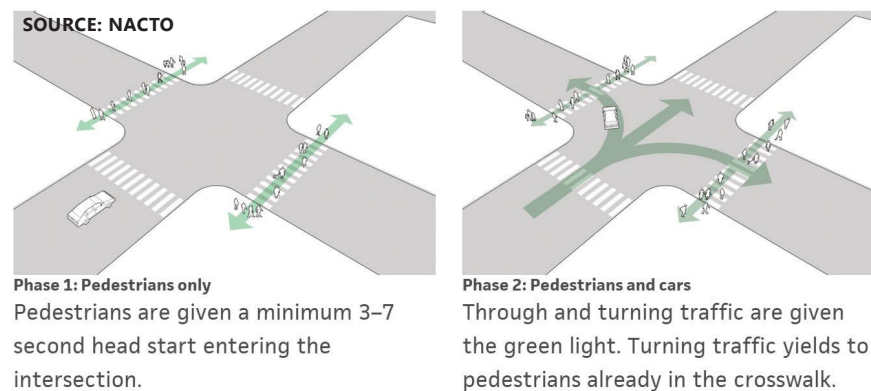


## Signal Treatments

Similarly, signal treatments such as Leading Pedestrian Intervals (LPIs), which are recommended at Miles/Gage and Miles/Zoe, and pedestrian scramble phases, which are recommended at Pacific/Gage and Pacific/Florence, in Figure 10, can be implemented at other locations throughout the city, as warranted.

LPIs display the pedestrian walk signal for a few seconds while holding all vehicle phases red, in order to allow people walking to get a head-start into the intersection where they are more visible. This improves safety by clearly indicating to turning vehicles that they are required to yield the right of way to pedestrians. Figure 11 shows an image of a Leading Pedestrian Interval.

Pedestrian scramble phases are appropriate treatments where there are heavy pedestrian volumes that warrant a full cycle of dedicated pedestrian crossing time while holding all vehicle phases red. This removes conflicts between turning vehicles and people walking, and although it adds additional time to the signal cycle by adding a third phase, it can mitigate long delays for vehicles that end up waiting through several cycles, due to high pedestrian volumes, in order to make a left or right turn. Figure 12 shows an image of a pedestrian scramble phase.



**FIGURE 11: IMAGE OF LEADING PEDESTRIAN INTERVAL**



**FIGURE 12: PEDESTRIAN SCRAMBLE**

## Crosswalks

The 2000 Uniform Vehicle Code and Model Traffic Ordinance (Uniform Vehicle Code) (Section 1-112) defines a crosswalk as:

- “That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs, or in the absence of curbs, from the edges of the traversable roadway; and in the absence of a sidewalk on one side of the roadway, the part of a roadway included within the extension of the lateral lines of the existing sidewalk at right angles to the centerline.
- Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.”

As described on the right, crosswalks may be located at intersections or mid-block, and may be installed at locations with or without signals or stop signs. Crosswalks may also be distinguished based on whether they are marked (striped) on the roadway or left unmarked. It is recommended that Huntington Park establish a formal policy for crosswalk installation, removal, and enhancement that provides transparency in decision making and adopts best practices in pedestrian safety and accommodation. Please see Chapter 5 for more information regarding crosswalk policy considerations.

Controlled Marked Crossing	Crosswalks that are striped midblock or at intersections controlled by traffic signals or stop signs	
Uncontrolled Marked Crossing	Crosswalks that are striped midblock or at intersections not controlled by traffic signals or stop signs	
Unmarked Crossing	Crosswalks that are not striped at intersections with or without a traffic signal or stop sign	

## Other Treatments

Additional Complete Streets treatments that can be implemented as the opportunity arises throughout the city include bicycle parking, parklets, wayfinding signage, and traffic calming. Figures 13, 14, 15 and 16 show examples of these treatments.



FIGURE 13: BICYCLE PARKING





FIGURE 14: PARKLETS



SOURCE: CULLEN MCCORMICK

FIGURE 15: TRAFFIC CALMING



FIGURE 16: WAYFINDING SIGNAGE

## COMPLETE STREETS TREATMENTS FOR REGIONAL ARTERIALS

Figure 10 shows key treatments for regional arterials that cross through Huntington Park. These streets include Pacific Boulevard, Florence Avenue, Slauson Avenue, and Santa Fe Avenue, described further, below.

### PACIFIC BOULEVARD

Pacific Boulevard serves as a key regional arterial connecting Huntington Park to neighborhoods to the north and south, and as the key backbone that creates a vibrant downtown Huntington Park neighborhood. As such, it is critical to balance the circulation of people through the corridor with the desire to create a place of enjoyment for people while traveling or spending time.

The design of Pacific Boulevard has the capability to balance all modes of transportation, including people walking, biking, taking transit, and driving. Given the limitations in the width of the street, this can be done in several ways. Figure 17 shows the existing 90' cross-section which includes angled parking on both sides of the street, two vehicle lanes in each direction, and a narrow striped median down the center. At three separate locations on Pacific Boulevard, several parking spaces have been converted to parklets, which are seating areas for people to spend time in. There are also two enhanced transit stops with seating, shade, and a mid-block crossing, between Clarendon Avenue and Gage Avenue.

EXISTING (90')

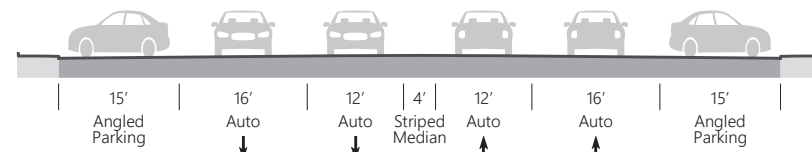
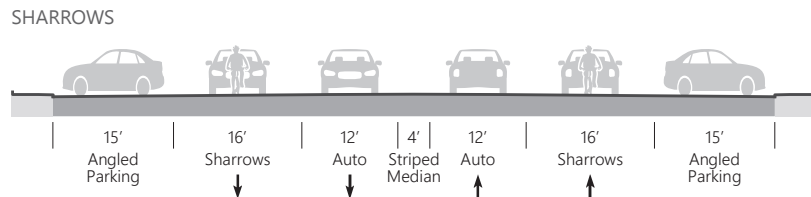


FIGURE 17: PACIFIC BOULEVARD - EXISTING CROSS-SECTION

### Option 1:

Future Option 1 includes a Class III bicycle route, including painted sharrows in the outer travel lanes to indicate shared space between people driving and people bicycling, spaced according to bicycle route design standards. No additional changes to the cross-section would be required to install a bike route. Figure 18 shows the cross-section for Future Option 1.

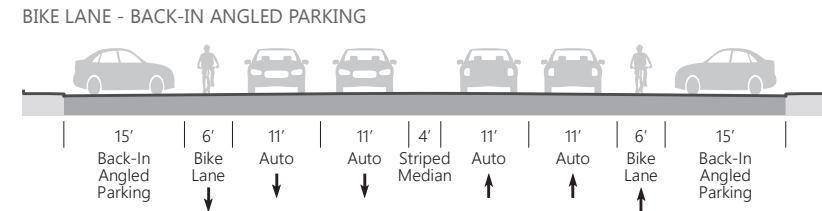


**FIGURE 18: PACIFIC BOULEVARD - FUTURE OPTION 1\***

\*The cross-sections in this report reflect potential geometries that are consistent with design standards and guidelines for travel lanes, bicycle facilities, and other transportation infrastructure. As these cross-sections present several conceptual options for the corridors, the ultimate implementation of these options may result in widths that differ from those shown on these figures.

### Option 2:

Future Option 2 includes a Class II bicycle lane in both travel directions and narrowed vehicle travel lanes to accommodate the addition of bicycle facilities. In order to accommodate a bicycle lane, the travel lanes would be narrowed to 11' each. Additionally, diagonal parking could be reversed to become back-in angled parking, which provides added safety benefits and improved sight-lines between people parking and people riding a bicycle. Figure 19 shows the cross-section for Future Option 2. Figure 20 shows an image of back-in angled parking in combination with a bicycle lane.



**FIGURE 19: PACIFIC BOULEVARD - FUTURE OPTION 2\***



**FIGURE 20: BACK-IN ANGLED PARKING IN COMBINATION WITH A BIKE LANE**



### Option 3:

Future Option 3 includes a Class IV protected bicycle lane, often referred to as a cycletrack. This facility could be accommodated one of three ways, which are all detailed in the cross-sections below.

- Option 3a would rely on a road conversion in which one travel lane in either each direction would be replaced by a center turn lane and separated bicycle lanes in each direction. Figure 21 illustrates the cross-section for Option 3a.
- Option 3b would rely on narrowing all lanes to 10' and reducing the center median to 2' in order to accommodate the cycletrack. Option 3b is illustrated in Figure 22. Studies have found in urban areas where speeds are under 45 mph, 10-foot lanes function as well or better, from a safety and capacity standpoint, than wider streets.
- Option 3c replaces all diagonal parking with parallel parking and includes the installation of the cycletrack as well as a center turn lane. Option 3c is illustrated in Figure 23.

### Other Options:

Pacific Boulevard could also be enhanced for pedestrians by building additional parklets and installing pedestrian-friendly signal phases, such as a pedestrian scramble phase at Pacific Boulevard and Gage Avenue and Pacific Boulevard and Florence Avenue, as described above in City-Wide Complete Streets Treatments. In addition, Rita Avenue and Rugby Avenue are identified as strong alternate candidates for bicycle facilities given their proximity to Pacific Boulevard.

PROTECTED BIKE LANE - LANE CONVERSION

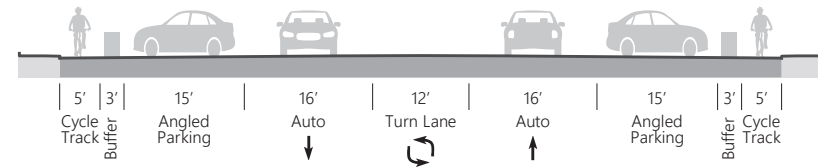


FIGURE 21: PACIFIC BOULEVARD - FUTURE OPTION 3A\*

PROTECTED BIKE LANE - LANE NARROWING

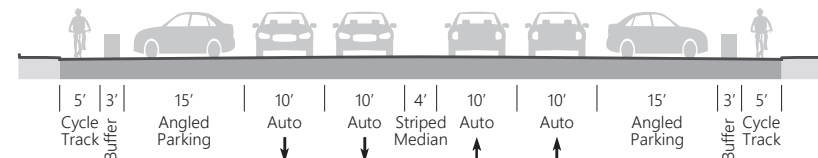


FIGURE 22: PACIFIC BOULEVARD - FUTURE OPTION 3B\*

PROTECTED BIKE LANE - PARALLEL PARKING

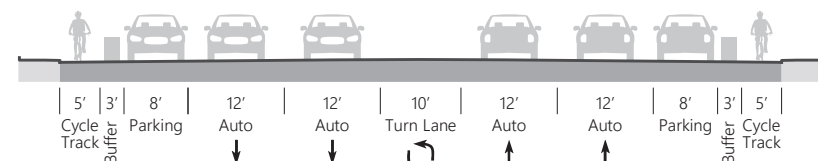


FIGURE 23: PACIFIC BOULEVARD - FUTURE OPTION 3C\*

## **FLORENCE AVENUE**

Florence Avenue is a key regional arterial, connecting Huntington Park to neighborhoods east and west of the city and providing access to the Metro Blue Line at the intersection with Graham Avenue. It also provides key access to businesses, restaurants, and bus transit facilities. Between Wilson Avenue and Seville Avenue, a unique placemaking opportunity exists along Florence Avenue to help improve safety and comfort for people traveling through the corridor. The intersection of Florence Avenue and Pacific Boulevard, in particular, is a key connection that helps establish this area as a center of activity in Huntington Park.

### **Options:**

The intersection of Pacific Boulevard and Florence Avenue would be an appropriate location to consider a pedestrian scramble phase. Street-level placemaking treatments could include pedestrian scale lighting, wayfinding signage to key locations within Huntington Park, streetscaping, public art, and enhanced transit facilities with benches, trash receptacles, and shade trees or structures.

## **SLAUSON AVENUE**

Slauson Avenue is a key regional arterial, providing access to the Metro Blue Line at Slauson Avenue and Long Beach Avenue, industrial and commercial businesses, and bus transit facilities. Additionally, Slauson serves as a key vehicular route across the region for both passenger vehicles and trucks. At the direction of Metro, a study is underway for a stretch of rail right-of-way that exists along Slauson Avenue between Wilmington Avenue and Santa Fe Avenue, curving north to Malabar Street and running through the northern boundary of Huntington Park. The Rail to River Intermediate Active Transportation Corridor Feasibility Study proposes several alternatives for this right-of-way, including the conversion into an active transportation corridor. This alternative would support the goals of the Huntington Park Complete Streets Plan.



## COMPLETE STREETS TREATMENTS FOR MAJOR NEIGHBORHOOD STREETS

### SANTA FE AVENUE

Santa Fe Avenue is a key regional arterial that provides north-south access through the west side of Huntington Park to employment, industrial and commercial uses, and key bus transit facilities. In order to provide a balance of corridors available for all modes of transportation, only off-street improvements are recommended for Santa Fe Avenue in order to retain vehicular and transit circulation.

#### Options:

Off-street improvements could include pedestrian scale lighting, improved transit stops with benches, shade structures or trees, and trash receptacles, and public art.

Figure 10 shows key treatments for major neighborhood streets that provide circulation and access within Huntington Park. These streets include Gage Avenue, Miles Avenue, and State Street, described further, below. On all major neighborhood streets, curb extensions should be considered, particularly around schools and parks. Additionally, pedestrian-friendly streetscape elements can be integrated into the design of buffered or protected bicycle facilities.

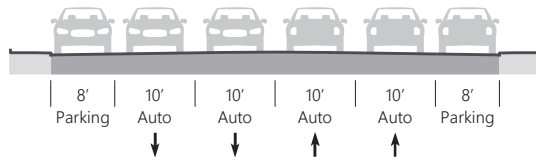
Similar projects in other parts of the U.S. have shown that this type of road conversion can be implemented without impacting vehicular traffic volumes or travel time significantly if average daily traffic is below 15,000 vehicles per day, especially if the intersections and signal timing are well-designed. Road conversions have also been implemented on streets with volumes up to 23,000 vehicles per day. Given volumes on local roadways, a road conversion could be feasible on several streets. The addition of a left turn lane would improve safety for motorists and reduce rear-end, side-swipe and left-turn broadside crashes which occur at a much higher rate with four lane configurations. Added benefits of reducing lanes include slower, safer speeds and fewer conflicts at intersections. Below is a list of candidate corridors for a road conversion and their 24-hour traffic volumes:

- Pacific Boulevard: Less than 20,000
- Gage Avenue: Between 15,000 and 25,000
- Miles Avenue: Less than 20,000 south of Randolph Street, 20,000 to 25,000 north of Randolph Street
- State Street: Between 15,000 and 25,000 (road conversion proposed in Bicycle Master Plan)
- Randolph Street: Less than 15,000

## GAGE AVENUE

Gage Avenue is a key neighborhood street providing direct access to three schools and connecting to additional schools and parks. Gage Avenue experiences heavy foot traffic particularly at school arrival and dismissal hours. Gage Avenue has a high incidence of pedestrian collisions at Pacific Boulevard, Marconi Street, and Arbutus Avenue, high incidence of bicycle collisions at Santa Fe Avenue and Middleton Street, and high incidence of vehicular collisions at State Street. In order to provide safe and comfortable circulation for all modes, three options are included for Gage: a Class III bike route, a Class II bike lane, or a Class IV protected bike lane. The existing cross-section on Gage Avenue includes two 10' travel lanes in each direction and an 8' parallel parking lane on both sides. Figure 24 shows the existing cross-section.

EXISTING (56')

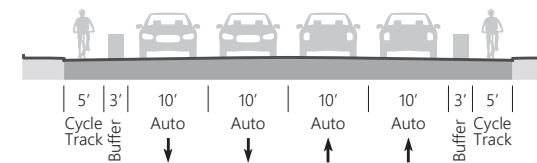


**FIGURE 24: GAGE AVENUE - EXISTING CROSS SECTION**

## Option 1:

Future Option 1, a Class IV protected bicycle lane, would require the removal of parking on both sides of the street. This option is shown in Figure 25. Protected bicycle lanes provide the best facilities for people riding bicycles, and also retain a buffer between pedestrians and vehicle travel lanes. Compared to parking lanes, the protected bicycle lane also improves air and noise pollution exposure for pedestrians.

PROTECTED BIKE LANE



**FIGURE 25: GAGE AVENUE - FUTURE OPTION 1\***

## Option 2:

Future Option 2, a Class II bike lane, would rely on a road conversion, converting one travel lane in each direction into a center turn lane and bicycle lanes. Option 2 is illustrated in Figure 26. In addition to providing facilities for people riding bikes, road conversions have been shown to improve safety for all road users and particularly people driving, by reducing the number of rear-end, broadside, and side-swipe collisions typically associated with making left turns from the inside travel lane. By providing a center turn lane along corridors with many driveways and opportunities to turn left, operational efficiency is maintained for vehicle circulation and safety is improved.

ROAD DIET WITH BIKE LANE

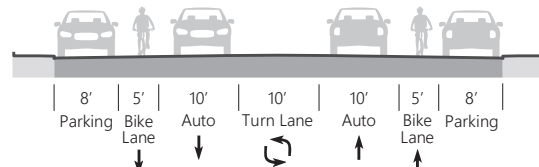


FIGURE 26: GAGE AVENUE- FUTURE OPTION 2\*

## Option 3:

Future Option 3 includes the addition of sharrows and bicycle route signage to the existing cross-section. This is illustrated in Figure 27.

SHARROWS

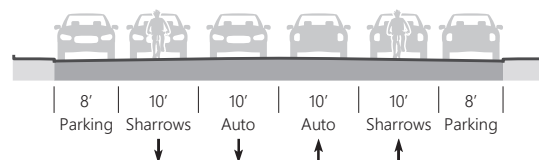


FIGURE 27: GAGE AVENUE- FUTURE OPTION 3\*



FIGURE 28: MILES / GAGE FOOT TRAFFIC

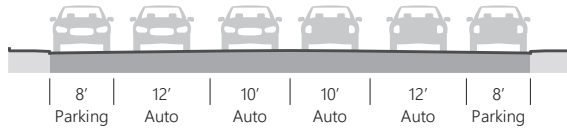


FIGURE 29: MILES / GAGE FOOT TRAFFIC

## MILES AVENUE

Miles Avenue is a key neighborhood street providing direct access to three schools and connecting access to additional schools and parks. Miles Avenue experiences heavy foot traffic particularly at school arrival and dismissal hours, and particularly at the Miles Avenue and Gage Avenue intersection, as shown in Figures 28 and 29. In order to provide safe and comfortable circulation for all modes, three options are included for Miles: a Class III bike route, a Class II bike lane, and a Class IV protected bike lane. The existing cross-section on Miles Avenue includes a 10' inside travel lane in each direction, a 12' outside travel lane in each direction, and an 8' parking lane on both sides. Figure 30 shows the existing cross-section.

EXISTING (60')



**FIGURE 30: EXISTING CROSS-SECTION MILES AVENUE**

## Option 1:

Future Option 1, a Class IV protected bicycle lane, would require the removal of parking on both sides. This option is shown in Figure 31. Protected bicycle lanes provide the best facilities for people riding bicycles, and also retain a buffer between pedestrians and vehicle travel lanes. Compared to parking lanes, the protected bicycle lane also improves air and noise pollution exposure for pedestrians.

PROTECTED BIKE LANE

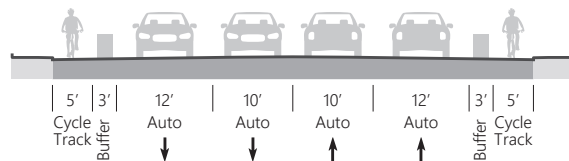


FIGURE 31: MILES AVENUE FUTURE OPTION 1\*

## Option 2:

Future Option 2, a Class II bike lane, would rely on a road conversion in which one travel lane in each direction into a center turn lane and bicycle lanes.

- Option 2a is illustrated in Figure 32, which includes a buffered bicycle lane option.
- Option 2b is illustrated in Figure 33, which eliminates the buffer in exchange for wider travel lanes.

In addition to providing facilities for people riding bikes, road conversions have been shown to improve safety for all road users and particularly people driving, by reducing the number of rear-end and side-swipe collisions typically associated with making left turns from the inside travel lane. By providing a center turn lane along corridors with many driveways and opportunities to turn left, operational efficiency is maintained for vehicle circulation and safety is improved. With the number of schools and residential frontages, this roadway configuration will encourage reduced speeds and compliance with the speed limit, which can help reduce collision injury severity.

ROAD DIET WITH BUFFERED BIKE LANE

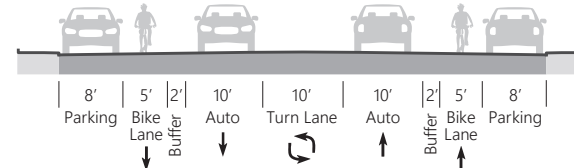


FIGURE 32: MILES AVENUE FUTURE OPTION 2A\*

ROAD DIET WITH BIKE LANE

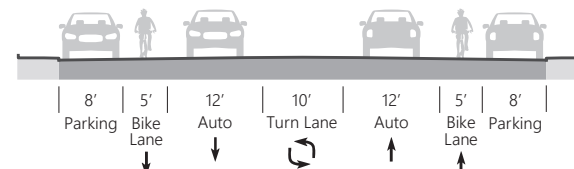
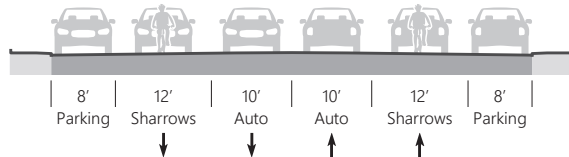


FIGURE 33: MILES AVENUE FUTURE OPTION 2B\*

### Option 3:

Future Option 3 includes the addition of sharrows and bicycle route signage to the existing cross-section. This is illustrated in Figure 34.

SHARROWS

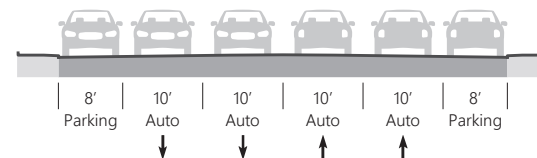


**FIGURE 34: MILES AVENUE FUTURE OPTION 3\***

### STATE STREET

State Street is a key neighborhood street providing direct access to three schools and connecting access to additional schools and parks. State Street is residential in character north of Florence Avenue, and commercial in character south of Florence Avenue. Overall, there are high vehicular speeds along the corridor and a high incidence of pedestrian collisions tend to occur at Florence Avenue and Olive Street. In addition, State Street has a high incidence of bicycle collisions at Hope Street and a high incidence of vehicle collisions at Gage Avenue. In order to provide safe and comfortable circulation for all modes of transportation, two options are recommended for State Street: a Class III bike route or a Class II bike lane. The City of Huntington Park has already received funding to implement a complete street on State Street. The existing cross-section on State Street includes two 10' travel lanes in each direction and an 8' parking lane on both sides. Figure 35 shows the existing cross-section.

EXISTING (56')



**FIGURE 35: STATE STREET EXISTING CROSS SECTION**

### Option 1:

Future Option 1, a Class II bike lane, would rely on a road conversion, exchanging one travel lane in both directions for a center turn lane and bicycle lanes. Option 1 is illustrated in Figure 36. In addition to providing facilities for people riding bikes, road conversions have been shown to improve safety for all road users and particularly people driving, by reducing the number of rear-end and side-swipe collisions typically associated with making left turns from the inside travel lane. By providing a center turn lane along corridors with many driveways and opportunities to turn left, operational efficiency is maintained for vehicle circulation and safety is improved.

ROAD DIET WITH BIKE LANE

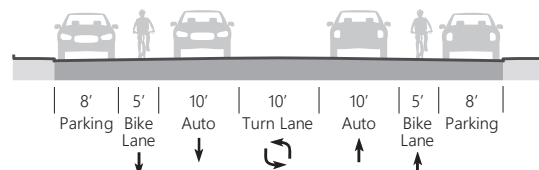


FIGURE 36: STATE STREET FUTURE OPTION 1\*

### Option 2:

Future Option 2 includes the addition of sharrows and bicycle route signage to the existing cross-section. This is illustrated in Figure 37.

SHARROWS

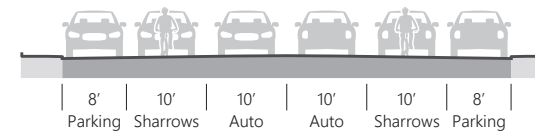


FIGURE 37: STATE STREET FUTURE OPTION 2\*

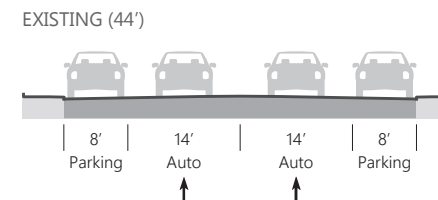
## COMPLETE STREETS TREATMENTS FOR LOCAL STREETS

Figure 10 shows key treatments for local streets that primarily serve to provide access within Huntington Park. These streets include Rita Avenue, Rugby Avenue, Zoe Avenue, and Clarendon Avenue, described further, below. On all local streets, curb extensions should be considered, particularly around schools and parks. Additionally, pedestrian-friendly streetscape and traffic calming elements can be integrated into the design of bicycle boulevard facilities.

### RITA AVENUE & RUGBY AVENUE

Rita Avenue and Rugby Avenue are a “paired one-way couplet” – a set of one-way parallel streets that run in opposite directions. Couplets are designed to provide efficiency for vehicles by minimizing turning conflicts that occur when all four directions of travel need to be accommodated. These streets can be good locations for bicycle facilities for the same reason; fewer turning conflicts result in safer intersections for people riding a bicycle or walking. Rita Avenue and Rugby Avenue pose a good opportunity not only from a safety perspective, but also because they run parallel to Pacific Boulevard, one of the key destinations in Huntington Park. With the inclusion of wayfinding signage through the paseos that connect the parking lots behind Pacific Boulevard to the street frontage along Pacific, Rita Avenue and Rugby Avenue could serve as key bicycle facilities for the city.

The existing cross-section on Rita Avenue and Rugby Avenue includes two 14' travel lanes in one direction, and an 8' parking lane on both sides. This is shown in Figure 38. Two options exist for Rita Avenue and Rugby Avenue to integrate bicycle facilities. Future Option 1 includes a Class II bike lane, and Future Option 2 includes a Class III bike route.



**FIGURE 38: RITA / RUGBY EXISTING CROSS SECTION**

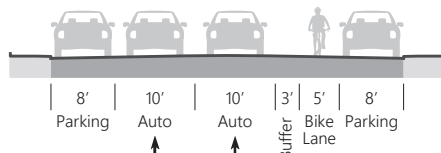


## Option 1:

Option 1, Class II bicycle lanes, can be executed in one of two ways.

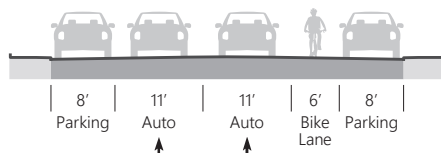
- Future Option 1a requires narrowing the travel lanes from 14' to 10', allowing for a buffered bicycle lane to the right of the travel lanes, as illustrated in Figure 39. The buffer is typically 3' and could be painted on the street or enhanced with bollards, as illustrated in Figure 40.
- Future Option 1b provides a bike lane without a buffer, and requires narrowing the travel lanes from 14' to 11'. This is illustrated in Figure 41.

### BUFFERED BIKE LANE



**FIGURE 39: RITA AVENUE AND RUGBY AVENUE FUTURE OPTION 1A\***

### BIKE LANE

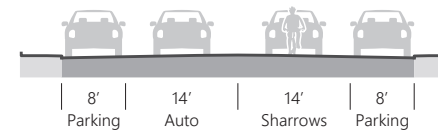


**FIGURE 41: RITA AVENUE AND RUGBY AVENUE FUTURE OPTION 1B\***

## Option 2:

Future Option 2 includes the addition of sharrows and bicycle route signage to the existing cross-section. This is illustrated in Figure 42.

### SHARROWS



**FIGURE 42: RITA AVENUE AND RUGBY AVENUE FUTURE OPTION 2\***

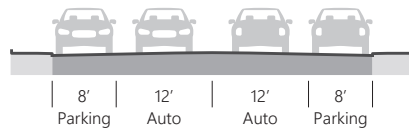


**FIGURE 40: EXAMPLE OF BUFFER WITH BOLLARDS**

## ZOE AVENUE

Zoe Avenue provides access between Downtown Huntington Park and the Huntington Park Civic Center, connecting two key destinations within the city. Enhancing this corridor for all modes would help establish a visible commitment to Complete Streets while also providing safe and comfortable access between the two districts. Zoe Avenue also provides direct access to two schools and connecting access to additional schools and parks. The existing cross-section on Zoe Avenue includes one 13' travel lane in each direction and one 8' parking lane on both sides. Figure 43 illustrates the existing cross-section.

EXISTING (40')

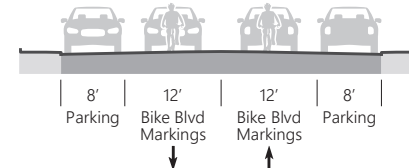


**FIGURE 43: ZOE AVENUE EXISTING CROSS-SECTION**

## Option 1:

As illustrated in Figure 10, the future option for Zoe Avenue is an enhanced Class III bike route, also referred to as a bicycle boulevard. The cross-section of a bicycle boulevard is similar to a Class III bicycle route, including painted sharrows and bicycle route signage, as shown in Figure 44. On a bicycle boulevard, additional traffic calming elements like curb extensions, chicanes, bicycle-friendly traffic signals, and other tools decrease the speed of travel and provide comfortable, safe accommodation for bicyclists. Some bicycle boulevards also include traffic diverters to prevent cut-through vehicle traffic. An example of this type of traffic calming device is shown in Figure 45 and already exists on this corridor where through access on Zoe Avenue is restricted by the Huntington Park civic center.

BIKE BOULEVARD



**FIGURE 44: ZOE AVENUE CLASS III BIKE BOULEVARD\***

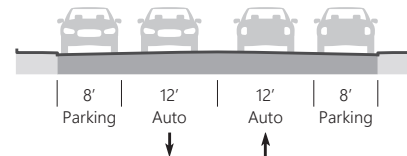


**FIGURE 45: TRAFFIC CALMING DIVERTER – BIKE BOULEVARDS**

## **CLARENDON AVENUE, SATURN AVENUE, MIDDLETON STREET, & ARBUTUS AVENUE**

Clarendon Avenue, Saturn Avenue, Middleton Street and Arbutus Avenue provide north-south and east-west access across the City of Huntington Park. These streets are primarily residential in nature, so while they do not serve many employment or commercial destinations, they serve many origin locations and provide quiet and comfortable facilities to bicycle or walk, while also providing cross-city access. These streets also directly serve four schools and provide connecting access to additional schools and parks. The existing cross-section on these streets includes one travel lane in each direction and parking on both sides, as illustrated in Figure 46.

EXISTING (40')



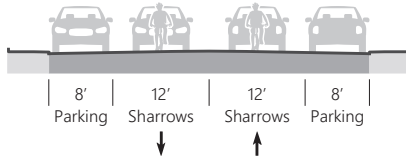
**FIGURE 46: CLARENDON AVENUE, SATURN AVENUE, MIDDLETON STREET, & ARBUTUS AVENUE EXISTING CROSS-SECTION**

## MULTI-USE PATH OPPORTUNITIES

### Option 1:

The future bicycle boulevard option is illustrated in Figure 47, which includes Class III bicycle route signage and painted sharrows, as well as bicycle-friendly signals at all major intersections and additional traffic calming features to create a slow, comfortable environment for people riding a bicycle. This reduces cut-through traffic and speed, which has safety benefits for people walking and for residents along the corridors.

SHARROWS



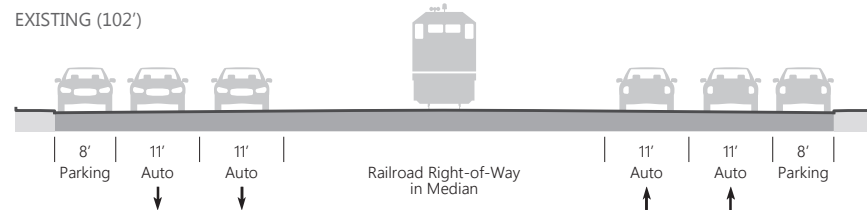
**FIGURE 47: CLARENDON AVENUE, SATURN AVENUE, MIDDLETON STREET, & ARBUTUS AVENUE FUTURE OPTION: CLASS III BIKE BOULEVARD\***

Two key corridors are identified in Figure 10 for multi-use path opportunities: Randolph Street and Salt Lake Avenue. These corridors have additional right-of-way that could serve as off-street, Class I multi-use paths.

## RANDOLPH STREET

Currently, Randolph Street has a center-running railroad right-of-way that is partially owned by the City of Huntington Park. This space could be converted into a Class I path for people bicycling and walking. Randolph Street provides direct access to schools and parks, and continuous east-west access across the north side of the city. This transformation of the rail right-of-way would require coordination with the other entities that own or use it.

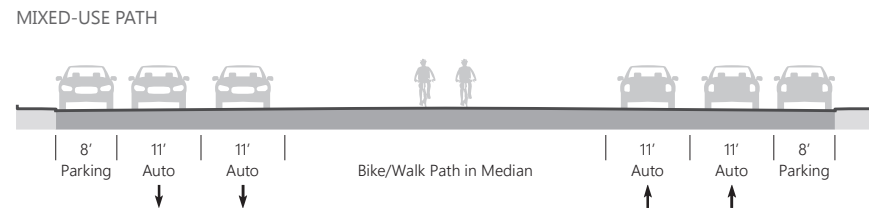
The existing cross-section on Randolph Street, shown in Figure 48, changes across the corridor between the eastern and western boundaries of the City of Huntington Park. At Randolph and Pacific, the existing cross-section includes two eastbound travel lanes and two westbound travel lanes, with a 40' rail right of way between. There is also one parking lane in both directions.



**FIGURE 48: RANDOLPH STREET EXISTING CROSS-SECTION**

### Option 1:

Future Option 1 would retain the street configuration and convert the center-running right-of-way to a mixed-use path, including separate paved space and an adjacent unpaved path. Since the right-of-way is center-running, care would need to be taken at intersections – particularly those controlled by stop signs – to ensure safety and visibility for people riding bicycles or walking. Signal-controlled intersections would also need to be adapted to accommodate pedestrians or bicycles. The cross section for Future Option 1 is illustrated in Figure 49.

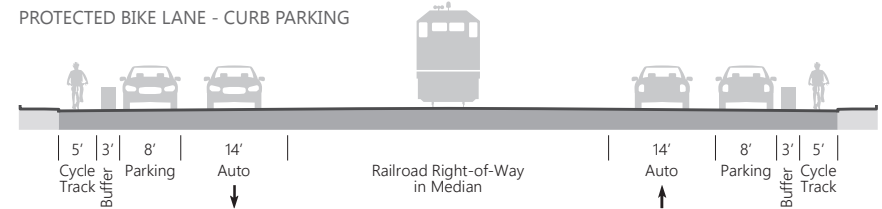


**FIGURE 49: RANDOLPH STREET FUTURE OPTION 1\***

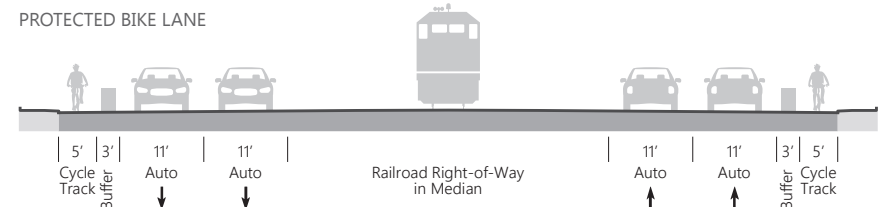
## Option 2:

A second alternative is to install a bicycle facility on-street. This could be done as a bicycle lane or protected bicycle lane. Vehicle counts are low enough on Randolph Street that it could serve existing traffic volumes with one lane in either direction. If one travel lane in each direction is converted, or if the parking lane is converted, this would provide sufficient space to install a buffered or protected bicycle lane on-street. Alternately, parking could be relocated to the center median, retaining some parking capacity while allowing enough space for an on-street curb-running cycle track and two travel lanes in each direction.

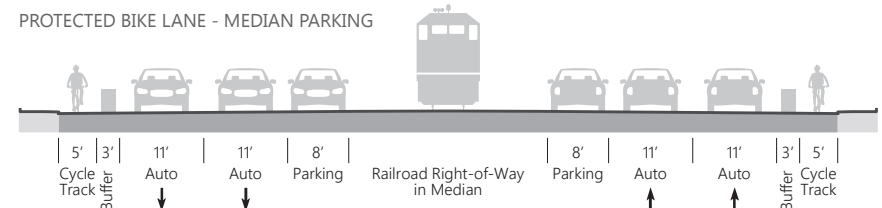
- Figure 50 shows Option 2a, a curb-running cycle track with on-street parking retained, but relocated adjacent to the median, and one travel lane in each direction.
- Figure 51 shows Option 2b, a curb-running cycle track with parking removed and two travel lanes in each direction.
- Figure 52 shows Option 2c, a curb-running cycle track with parking relocated to the median. These alternatives do not require signal treatments for a center-running bicycle path, and therefore may be constructed at a lower cost.



**FIGURE 50: RANDOLPH STREET FUTURE OPTION 2A\***



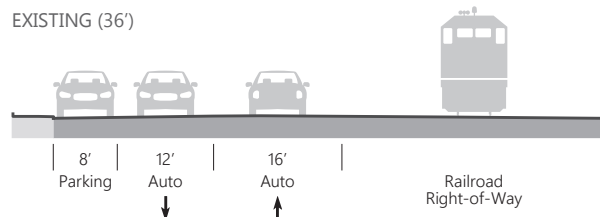
**FIGURE 51: RANDOLPH STREET FUTURE OPTION 2B\***



**FIGURE 52: RANDOLPH STREET FUTURE OPTION 2C\***

## SALT LAKE AVENUE

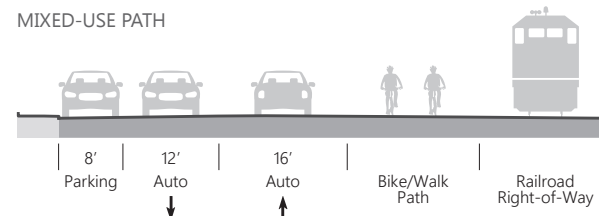
Currently, an 80' wide rail right-of-way exists adjacent to Salt Lake Avenue. The street configuration of Salt Lake Avenue includes one travel lane in each direction and a single parking lane on both sides of Salt Lake Avenue. Salt Lake Avenue provides direct north-south access to Salt Lake Park, a major recreational destination and community asset on the east side of Huntington Park. The existing cross-section for Salt Lake Avenue is shown in Figure 53.



**FIGURE 53: SALT LAKE AVENUE EXISTING CROSS SECTION**

## Option:

The Future Option for Salt Lake Avenue is a Class I mixed-use path. Since the right-of-way is entirely off street, the path would have few interruptions between the southern boundary of Huntington Park at Santa Ana Street and the northern terminus at Randolph Street. This effort will require coordination with the City of Bell for the portion of Salt Lake Avenue between Bell Avenue and Gage Avenue, which is immediately adjacent to the City of Huntington Park. A long-term extension of the path through Slauson Avenue could also be considered. The existing and future cross-sections are illustrated in Figure 54.



**FIGURE 54: SALT LAKE AVENUE FUTURE CROSS SECTION\***

## PLACEMAKING OPPORTUNITIES

Opportunities exist within the city to reconfigure excess pavement into plazas or curb extensions in order to improve safety and provide additional public space. These opportunities have been identified at three key locations: State Street and Mission Place, Saturn Avenue and Bissell Street, and State Street and Hood Avenue.

### STATE STREET AND MISSION PLACE

Figure 55 shows proposed placemaking and safety improvements at State Street and Mission Place. This location was identified in the community design charrette as a corridor that experiences speeding and frequent collisions, which is corroborated by the vehicle and pedestrian collision maps presented earlier in the plan. Currently, the configuration of the intersection allows for drivers traveling south on State Street to merge onto Mission Place without slowing down or yielding to pedestrians who may be crossing Mission Place. Additionally, the crossing is very wide as a result of the angle at which the streets intersect.

By squaring off the intersection between Mission Place and State Street and constructing public space that is adequately buffered from the State Street vehicles, a new public green space is created, speeding along State Street will likely be reduced, crossing distance for pedestrians will be shortened, and vehicle access to Mission Place and the residences immediately adjacent to the intersection will be maintained.



### **SATURN AVENUE AND BISSELL STREET**

Figure 56 shows proposed placemaking and safety improvements at Saturn Avenue and Bissell Street. This location was identified during the community design charrette by residents and Huntington Park staff as a location that currently experiences speeding, has wide pedestrian crossings, and is generally confusing for drivers.

By installing curb extensions, the intersection is squared off and considerably narrower, encouraging slower speeds and more cautious driver behavior. The extensions also allow for new public green space on the southwest corner, and shortened crossing distances for people on foot.

### **STATE STREET AND HOOD AVENUE**

Figure 57 shows proposed placemaking and safety improvements at State Street and Hood Avenue. This location has experienced vehicle and pedestrian collisions, as illustrated in the collision maps presented earlier in the plan. Currently, the configuration of the intersection allows for drivers traveling north on State Street to merge onto Hood Avenue, or south on Hood Avenue to merge onto State Street, without slowing down or yielding to pedestrians who may be crossing Hood Avenue. Additionally, the crossing is very wide as a result of the angle at which the streets intersect.

By squaring off the intersection between Hood Avenue and State Street and constructing public space that is adequately buffered from the State Street vehicles, a new public green space is created, speeding along State Street will likely be reduced, crossing distance for pedestrians will be shortened, and vehicle access to Hood Avenue and the residences immediately adjacent to the intersection will be maintained.



FIGURE 55: STATE STREET AND MISSION PL CONCEPT PLAN





FIGURE 56: SATURN AVENUE AND BISSELL STREET CONCEPT PLAN



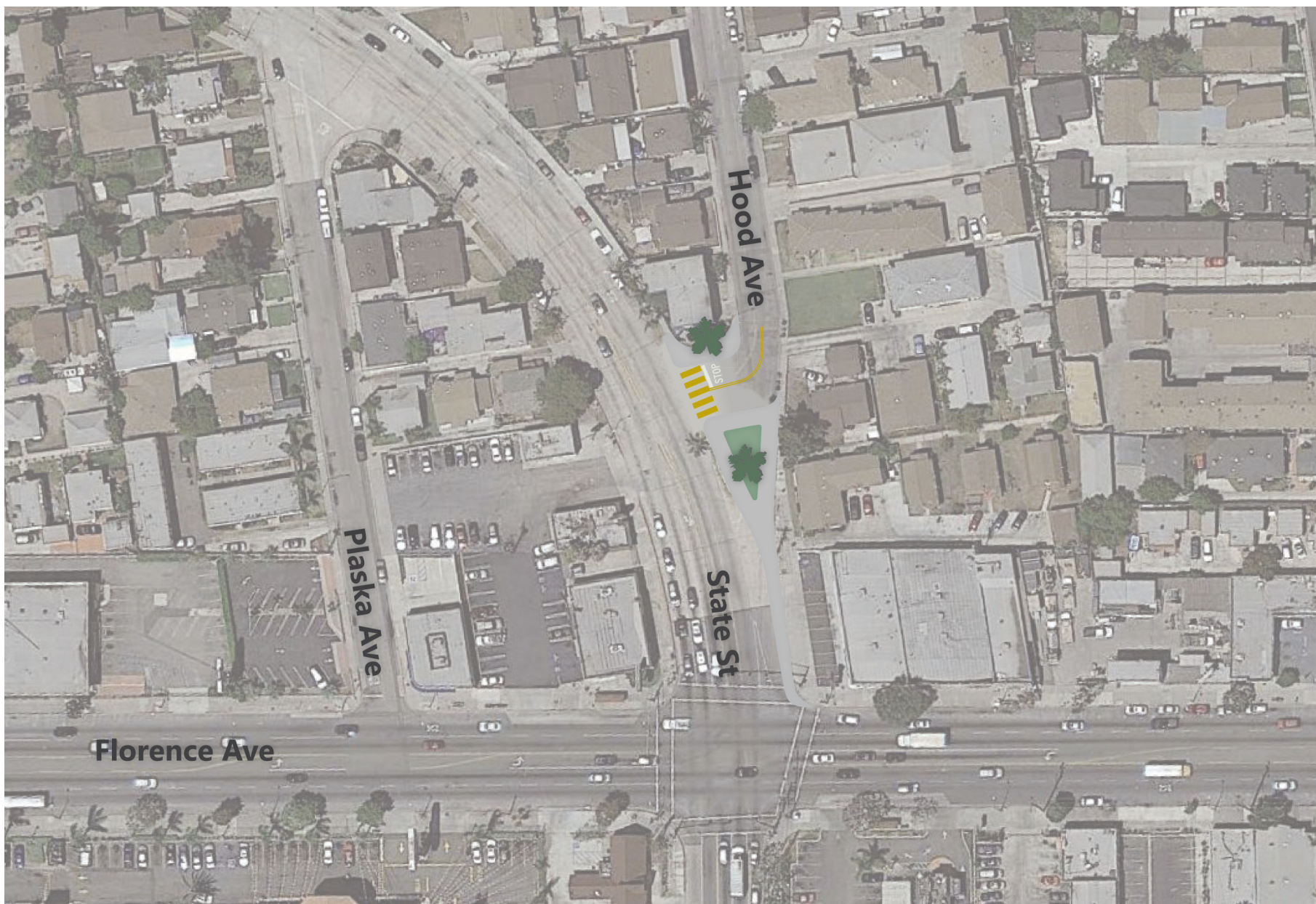


FIGURE 57: STATE STREET AND HOOD AVENUE CONCEPT PLAN

This page is intentionally blank.



# 5. POLICIES AND PROGRAMS

## POLICIES AND PROGRAMS

This chapter discusses the range of options for future policies that would support Complete Streets efforts in Huntington Park, including:

- Crosswalk Policy
- Bike Parking Policy
- Pedestrian First Policy
- Vision Zero Policy
- Safe Routes to School / School Siting Policy
- Transit Shelter Design Guidelines
- First-Last Mile Policy
- Green Streets and Tree Canopy Policy

Following a discussion of these policies, this chapter includes a brief discussion of the elements of a Complete Streets Plan which do not rely on changes to the built environment, and include education, encouragement, enforcement and evaluation programs. While engineering and infrastructure enhancements are critical elements for improving pedestrian, bicyclist, and transit rider safety, these non-infrastructure efforts are essential components of a city's fully-developed Complete Streets strategy, complementing infrastructure investment and increasing the safety, utility, and viability of infrastructure projects.

The development and implementation of both overall policies and non-infrastructure programming often includes a combination of municipal support and volunteer engagement, which can have an exponential effect on the extent to which a community embraces a city's Complete Streets efforts. Because of this community-supported model, policies and programming can have very large effects while relying on small budgets.

## CROSSWALK POLICY

A formal policy for crosswalk installation, removal, and enhancement provides transparency in decision-making and adopts best practices in pedestrian safety and accommodation. The city could adopt a formal crosswalk policy, using research to inform the decisions to provide marked crossings at uncontrolled locations. Once the decision to provide a marked crossing has been made, a decision on the type of crossing would be based on Table 12. This table provides guidance on the type of appropriate crossing and enhancement treatments that are appropriate based on that location's number of lanes, average daily traffic, posted speed limit, and presence of a raised median. These samples may be studied further before application to local conditions.

The crosswalk policy should reflect best practices and recent research with respect to the installation, removal, and enhancement of crosswalks. This policy may consider adopting the "ladder" crosswalk striping treatment as used in other jurisdictions in California. Additionally, the policy should include criteria for installing crosswalk enhancements, such as flashing beacons, or pedestrian signs. Such a policy would also be useful for determining when the removal of crosswalks is appropriate. The City of Huntington Park may review the removal or installation of midblock crossings based on collision history, sight distance, levels of activity, and physical or operational characteristics, where practicable at the recommendation and concurrence of the City Engineer.



**TABLE 12: SAMPLE SUMMARY OF CROSSING TREATMENTS FOR STREETS OF VARYING LANES, POSTED SPEED LIMITS, AND AVERAGE DAILY TRAFFIC**

LEVEL ONE: TWO LANE STREETS			
NUMBER OF CARS (ADT)	30 MPH OR LESS	35 MPH	40 MPH OR HIGHER
Up to 15,000 cars per day	Ladder Crosswalk	Ladder Crosswalk	Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices
15,000 cars or more per day		Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Pedestrian signal or bridge
LEVEL TWO: THREE LANE STREETS			
NUMBER OF CARS (ADT)	30 MPH OR LESS	35 MPH	40 MPH OR HIGHER
9,000 cars or fewer per day	Ladder Crosswalk	Ladder Crosswalk	Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices
9,000-12,000 cars per day		Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	
12,000-15,000 cars per day	Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Pedestrian signal or bridge	Pedestrian signal or bridge
15,000 cars or more per day			
LEVEL THREE: FOUR OR MORE LANES WITH A RAISED MEDIAN			
NUMBER OF CARS (ADT)	30 MPH OR LESS	35 MPH	40 MPH OR HIGHER
9,000 cars or fewer per day	Ladder Crosswalk	Ladder Crosswalk	Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices
9,000-12,000 cars per day		Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	
12,000-15,000 cars per day	Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Pedestrian signal or bridge
15,000 cars or more per day	Pedestrian signal or bridge	Pedestrian signal or bridge	
LEVEL FOUR: FOUR OR MORE LANES WITHOUT A RAISED MEDIAN			
NUMBER OF CARS (ADT)	30 MPH OR LESS	35 MPH	40 MPH OR HIGHER
9,000 cars or fewer per day	Ladder Crosswalk	Ladder Crosswalk	Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices
9,000-12,000 cars per day	Triple-four plus a pedestrian refuge, or other Level 1 device	Ladder Crosswalk plus a pedestrian refuge, or other Level 1 device	
12,000-15,000 cars per day	Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Pedestrian signal or bridge
15,000 cars or more per day	Pedestrian signal or bridge	Pedestrian signal or bridge	

Note: The specific treatments applied may be further studied and refined by City Staff

All uncontrolled crosswalk installations should include MUTCD compliant crossing signs, including fluorescent yellow-green double sided pedestrian signs with downward facing arrows at the crosswalk, advanced pedestrian signs, and advanced yield lines, along with the striping of the crosswalk (ladder or other pattern).



Additional crosswalk policy resources include:

- Sacramento Crosswalk Policy  
([www.cityofsacramento.org/transportation/dot\\_media/engineer\\_media/pdf/PedSafety.pdf](http://www.cityofsacramento.org/transportation/dot_media/engineer_media/pdf/PedSafety.pdf))
- Stockton Crosswalk Policy  
([www.stocktongov.com/publicworks/publications/PedGuidelines.pdf](http://www.stocktongov.com/publicworks/publications/PedGuidelines.pdf))
- Federal Highway Administration Study on Marked versus Unmarked Crosswalks  
([http://safety.fhwa.dot.gov/ped\\_bike/docs/cros.pdf](http://safety.fhwa.dot.gov/ped_bike/docs/cros.pdf))
- National Cooperative Highway Research Program Report on Crosswalks at Uncontrolled Locations  
([http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp\\_rpt\\_562.pdf](http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_562.pdf))
- Caltrans/UC Berkeley Study on Pedestrian/Driver Behavior at Marked versus Unmarked Crosswalks  
(<http://repositories.cdlib.org/its/tsc/UCB-TSC-RR-2007-4>)



Standard Crosswalk Marking Patterns

Image source: FHWA. Planning and Designing for Pedestrian Safety Course, 2008

**FIGURE 59: CROSSWALK TYPES**

## BIKE PARKING POLICY

A Bike Parking Policy includes detailed design standards and siting requirements for bicycle parking. This will ensure that installed bicycle parking is accessible and functional. Both the City of Los Angeles Ordinance and the Model California Bicycle Parking Ordinance have good design and siting language. The Association of Pedestrian and Bicycle Professionals' (APBP) Bicycle Parking Design Guidelines also provide good siting language along with accompanying photos and graphics. The APBP guide can be provided as a companion reference to developers and City design review staff. Guidelines should be developed for the amount of bicycle parking to be required by land use, the design of the racks, and placement in the public right of way.

## PEDESTRIAN-FIRST POLICY

A Pedestrian-First Policy recognizes the vulnerability of those who walk relative to all other modes, given the current way that streets, sidewalks, and crossings are constructed. This policy places the needs of the pedestrian as the primary consideration for all future development and infrastructure projects, going further than a Complete Streets Policy which simply ensures consideration of the needs of all road users including pedestrians, bicyclists, and transit riders. This policy has been adopted in Chicago and Vancouver, B.C., which set a default "modal hierarchy," with pedestrians first, for all work that occurs on streets, from electrical work to major redesigns. A growing number of cities are recognizing that in their downtown and neighborhood centers, pedestrians need to be the primary focus in order to support economic activity and vibrant public spaces.

## VISION ZERO POLICY

A Vision Zero policy views traffic crashes as preventable incidents that can be systematically addressed. A growing number of cities – including New York, Chicago, Boston, and Portland – are declaring that “no level of fatality on city streets is inevitable or acceptable.” Though it is ambitious, it clearly articulates the idea that even one traffic-related fatality is unacceptable, and that the city is actively working to improve safety conditions for all road users – including vulnerable users like pedestrians and cyclists – throughout the city.

## SAFE ROUTES TO SCHOOL / SCHOOL SITING POLICY

A school siting policy can address both location and size of new schools within the City of Huntington Park. Neighborhood-sized schools, as opposed to mega schools on the periphery, are a key ingredient for encouraging walking and bicycling to school. In addition, pedestrian and ADA improvements should be prioritized near schools. Though the Los Angeles Unified School District controls decisions relating to schools in the City of Huntington Park, the City could adopt a formal policy to encourage neighborhood-sized schools, and proactively work with LAUSD to implement school decisions that are in keeping with the City’s vision.

## TRANSIT SHELTER DESIGN GUIDELINES

Transit Shelter Design Guidelines articulate the minimum standards and recommended siting elements for transit stops, such as minimum landing area, curb ramps, signage, safety and security, pedestrian connections, benches, trash receptacles, lighting, and streetscape features. Guidelines can serve as a resource for the City in conversations with transit providers that serve Huntington Park, and can create opportunities for public space improvements, safety improvements, and accessibility improvements. By enhancing transit stops, people are more inclined to ride transit services and existing transit riders are accommodated in a comfortable, customer-service-oriented environment.

## FIRST-LAST MILE POLICY

A First-Last Mile Policy establishes a priority for implementation of pedestrian and bicycle facilities that will assist transit riders in accessing stops and stations. By prioritizing implementation of active transportation facilities around transit stops, investments can reap exponential benefits because they help to create a seamless, comfortable transportation network for several types of transportation. This policy recognizes that most transit users arrive at the stop or station by foot or by bike; therefore bicycle and pedestrian facilities are a critical component of the transit system. Similarly, many bicyclists and pedestrians use transit to complete a part of their trip, and this policy recognizes that the transit system, therefore, is a critical component of the pedestrian and bicycle network.

## GREEN STREETS AND TREE CANOPY POLICY

Green streets are defined as public right-of-way areas that allow for infiltration, biofiltration, and/or water storage and use best management practices (BMPs) to collect, retain, or detain stormwater runoff. This includes a strong design element that creates attractive streetscapes. Green streets are an amenity that provides many benefits including water quality improvement, groundwater replenishment, creation of attractive streetscapes, creation of parks, and pedestrian and bicycle accessibility. A citywide policy could require any new development or redevelopment of streetscape or roadway projects to incorporate green street BMPs.

Other green streets-associated policies could relate to the urban tree canopy. In particular, they could include elements such as: the preservation of protected tree species, heritage, or other dedicated trees along key routes or citywide; the formation of a tree-advisory committee; the design and technical guidance for tree planting and tree removal; etc. A well-maintained urban tree canopy is a benefit to the health, sustainability, and overall beauty of a city.

## EDUCATION PROGRAMS

Education programs help to inform residents – both those who primarily walk or bike and those who do not often walk or bike – about the rights, responsibilities, and resources available for pedestrians and bicyclists. Education programs can be ongoing, in partnership with schools or the police department, or they can be one-time events in advance of pedestrian infrastructure installation.

Education campaigns should include residents of all ages, especially emphasizing school-aged children where safe walking and biking habits can be instilled as a life-long lesson. These types of support programs also ensure compliance with the criteria required by the Active Transportation Program (ATP) for an active transportation plan, which can increase the competitiveness of a city's future grant applications to this program.

### Staff / Agency Training

Provide city staff and enforcement staff with training on new pedestrian and bicycle design treatments in the right of way. This also includes working with City maintenance and utility crews to ensure they understand the needs of pedestrians and follow standard procedures when working on or adjacent to roadways and walkways. Establishing internal understanding of the issues facing pedestrians in the city is a critical step to developing effective, implementable policies and infrastructure. Training for city staff should occur whenever a new policy is adopted or new set of guidelines is developed.

### Safe Routes to School (SRTS) Programs

This category refers to a variety of children's programs aimed at promoting both walking and bicycling to school and improving traffic safety around schools. The program takes a comprehensive "5 E" approach with specific engineering, education, encouragement, enforcement, and evaluation. The programs involve partnerships

among school staff, parents, students, city staff, school districts, neighbors, and law enforcement. The National Center for Safe Routes to School has in-depth programming information. Integrating educational messages into a comprehensive SRTS program can be a very effective way to kick-start a citywide program. Specific education tools include:

- Pedestrian skills training for 1st and 3rd graders
- Bicycle skills training for 3rd and 5th graders
- Messaging to parents about safe driving, walking and bicycling habits
- Creating drop-off and pick-up procedures
- Incorporating information about walking and bicycling into classroom subjects such as math or science (e.g., calculate average walking speeds or distances)
- Assemblies or classroom sessions about walking and biking safety

### **Teen Transportation Safety Education**

Teens benefit from different educational messages than adults or children. Many teens also already take drivers' education, health education, or other courses where walking, biking and transit curricula could be easily integrated. The City should work with local teen-organizations or schools to facilitate a participatory process whereby teens create educational messages. Youth Participatory Action Research (YPAR) is an effective way to assist youth to create visuals, videos, or campaigns for pedestrian safety among their peers. The California Department of Public Health has guides on YPAR and youth-led projects.

### **Safe Routes Ambassadors / Safety Education Team**

A team of Safe Routes Ambassadors or Safety Educators can help implement direct Safe Routes to School programming, teen safety education, and outreach to the community, parents, and school officials. They can act as the public face of pedestrian and bicycle

safety efforts for the city. A successful example of this program is from Chicago, Illinois, where Safe Routes Ambassadors and Bicycle Ambassadors promote, educate, and inform students and the general public about pedestrian and bicycle safety issues.

### **Pedestrian and Bicycle Scale Signage and Wayfinding**

Pedestrian and bicycle scale signage can help people who are walking or biking understand where they are, what is within walking or cycling distance, and what the best path is to get there. For example, simple street signs are often installed so that drivers can see them from far away, at a driving speed. This placement is too high for pedestrians and bicyclists traveling at much lower speeds, and could be duplicated at a more human scale to help pedestrians and bicyclists navigate throughout the City of Huntington Park. More expansive wayfinding efforts could include maps with key destinations and a 5-10 minute walking or cycling distance highlighted. These wayfinding efforts should be effectively branded and tied into any existing signage efforts in the Downtown Huntington Park.

### **Citywide Walking and Cycling Maps**

Attractive maps with walking and bicycling routes, both in print and on city websites, can serve as an educational tool. These maps should highlight convenient routes for walking and biking in Huntington Park and include tips on safe walking and bicycling practices. Maps should be distributed at public facilities throughout the City and at businesses that express interest in participating.

### **Web Presence**

Via a website dedicated to pedestrian and bicycle projects in Huntington Park, city staff can provide overviews and updates on implementation of major projects and their related goals, design features, schedule of approval, design and construction, impacts to neighborhood, etc. The website should be hosted within the City's

web domain. One example is the City of Los Angeles Pedestrian Safety Program (<http://ladot.lacity.org/WhatWeDo/Safety/PedestrianSafety/index.htm>). In addition to maintaining a website, city staff can increase presence on Twitter, Facebook, Instagram, Flickr, and other social media platforms as a way of communicating news, educating residents, and soliciting feedback and public input about future projects.

### **Billboards/Electronic Message Boards**

Billboards and electronic message boards promote safety in the community, inform the public about pedestrian and bicycle safety programs, and provide feedback on the program's effects. Messages can focus on safety and / or explain new design treatments in the public right-of-way. They can be changed regularly and the boards can be moved to maximize their impact. Signs can also be displayed on bus shelters.

### **Public Service Announcements**

Radio and television public service announcements (PSAs) can provide accurate and current information to the public. PSAs are valuable as they are versatile and can reach a large audience about walking and bicycling safety issues, education, and announcements. One challenge is that PSAs can be costly and may not reach the intended audience. A lower-cost alternative is to air PSAs only on public access channels; however, this low-cost approach may not be as effective as using a public relations firm and purchasing advertising time targeted to a specific audience.

### **Videos**

Videos can be shown before Council Meetings, uploaded to YouTube, and embedded on the City's website to promote pedestrian and bicycle safety projects and explain new design concepts for Huntington Park's streets.

### **Flyers, Postcards, Brochures and Pamphlets**

These print materials can be distributed to residents and businesses along the major streets affected by new pedestrian and bicycle infrastructure projects, and made available at public buildings, public meetings, and other major activity centers. They can also be printed as an on-going effort to disseminate pedestrian and bicycle safety messaging, including topics such as safe street crossing at various types of intersections, pedestrians' rights and responsibilities when crossing the street, and motorists' rights and responsibilities related to pedestrians and cyclists. These materials should be provided in multiple languages, and can target specific populations such as children or older adults. Examples are available through the Federal Highway Administration ([http://safety.fhwa.dot.gov/ped\\_bike/ped\\_bike\\_order](http://safety.fhwa.dot.gov/ped_bike/ped_bike_order)), AAA (<http://www.aaafoundation.org/products>), and the National Highway Traffic Safety Administration (<http://www.nhtsa.gov/Pedestrians>).

### **Partnership with Local Bicycle Shops**

Local bicycle shops are often happy to partner with cities for events like bicycling training and bicycle repair classes. These are excellent tools to increase community knowledge of bicycle maintenance issues and street riding skills. Youth training classes can include a "build-a-bike" program, in which youth learn how to rebuild a used bicycle that they may keep at the end of the program. Such classes are most helpful for beginner to intermediate bicyclists who would like to improve their understanding of bicycle maintenance and street riding skills. Bicycle shops are also a natural outlet for distributing walking and cycling pamphlets, maps, and other informational materials to the community. These stores are ideal locations to post notices about bicycle/pedestrian meetings, safety workshops, and events. Bicycle shops also offer knowledgeable personnel and/or sponsorship for future cycling events and workshops.



### **Pedestrian and Alcohol Awareness Campaign**

According to the Centers for Disease Control and Prevention, alcohol involvement for the driver or the pedestrian was reported in 48% of the traffic crashes that resulted in pedestrian death. This safety risk can be addressed through a targeted campaign to increase awareness of the problem, both for pedestrians and drivers. This campaign can be implemented in partnership with businesses, restaurants, bars, and local colleges to obtain a wide reach while retaining a targeted approach.

### **Safety Device Giveaway**

At special events, the City of Huntington Park can provide community members with pedestrian equipment such as walking/jogging lights and reflectors, bicycle lights, pedometers, or water bottles. These giveaways help draw attention to safe walking and bicycling throughout the city.

### **Targeted Education Events in High-Need Areas**

In general, education events and programs should be targeted in high-need areas first, if resources are limited and a city-wide program is not possible. The challenge is determining what constitutes “high need.” Several metrics are available to set a threshold for need, including but not limited to income, health disparity, pollution exposure, injury risk, and age-related vulnerability (older adults or children). This education strategy works well in conjunction with several of the evaluation strategies discussed below, which involve data collection, analysis, and performance evaluation.

## **ENCOURAGEMENT PROGRAMS**

Encouragement programs are similar to education programs, but focus more on addressing individual barriers to walking and bicycling and encouraging people to try walking and bicycling as a modes of transportation or recreation.

### **Pedestrian and Bicycle Advisory Committee**

Establish a standing Huntington Park Pedestrian and Bicycle Advisory Committee (PBAC) that meets regularly with City staff to discuss walking and pedestrian safety issues. The role of the PBAC includes identifying key problems, crafting public outreach campaigns, promoting pedestrian programs, and serving as an interface between the City and community members/advocacy organizations. PBAC members may include:

- Huntington Park Schools’ students, parents, and staff
- City Public Works Department staff
- City Community Development Department staff
- City Parks and Recreation Department staff
- Law enforcement and fire department officers
- Neighborhood business owners
- Hospital and public health staff

### **Open Streets Events**

Explore opportunities to host an open streets event, such as CicLAvia in Los Angeles. These events are good opportunities not only to encourage walking and biking, but to distribute educational materials, and to engage with the public about future pedestrian facilities.

### **Bike-Friendly Business Districts**

Establish a Bike-Friendly Business District (BFBD) in Downtown Huntington Park. Long Beach began the first BFBD program in 2010. The program encourages merchants and their customers to replace cars with bicycles. The City works with local business owners in certain retail districts, such as Downtown Huntington Park, to offer incentives

including discounts for bicyclists, free bike valet, free bike tune-ups, bicycle parking, and special stickers. This creates an incentive to travel by bicycle and benefits merchants, who often see an increase in customers.

## Design Policies and Development Standards

Design policies and development standards can improve the walking and bicycling experience, encourage walking and biking, enhance economic vitality, and offer funding opportunities for pedestrian and bicycling improvements. The city can develop guidelines for façade design, urban art, open space, sidewalks, and gateways. City staff can also encourage pedestrian- and bicycling-oriented development through internal review of projects on a case-by-case basis. The City of Huntington Park General Plan includes some recommendations that new development site design be oriented to pedestrian access.

Specific types of design policies and development standards that have an effect on the pedestrian and bicycling environment include:

- **Adoption of Street Tree Requirements:** Street trees enhance the pedestrian environment by providing shade and a buffer from vehicles. Street trees may also enhance property values, especially in residential neighborhoods. However, street trees, when improperly selected, planted, or maintained, may cause damage to adjacent public utilities and sidewalks.
- **Adoption of Open Space Requirements:** Residents typically rate open space as among a jurisdiction's key assets and needs. Open space may encourage walking, especially for recreational trips. Landscaping requirements and lot coverage limits result in open space provisions for residential and non-residential land uses.
- **Adoption of Newspaper Rack Ordinance:** Newspaper racks may obstruct walkways and reduce accessibility and pedestrian visibility when ordinances are not in place. A Newspaper Rack Ordinance improves the pedestrian realm by reducing clutter and

organizing sidewalk zones. A Newspaper Rack Ordinance details size, location, and maintenance requirements.

- **Adoption of Street Furniture Requirements:** Street furniture encourages walking by accommodating pedestrians with benches to rest along the route or wait for transit; trash receptacles to maintain a clean environment; street trees for shade, etc. Uniform street furniture requirements also enhance the design of the pedestrian realm and may improve economic vitality.
- **Adoption of Public Art Program:** Public art enhances public space that is experienced by pedestrians. This could include public art in active pedestrian areas, like the Central Business District, or in places that otherwise feel uninviting to pedestrians, such as freeway underpasses.
- **Adoption of a Temporary Use Program for Vacant Space in Business District:** Temporary uses for vacant space in the business district can avoid the uninviting, unsafe, or unpleasant effects of business closures on a block-face, causing voids in activity level and eyes on the streets. Utilizing the space more creatively between tenants or uses can help bridge these gaps, and can provide ideal opportunities for temporary art installations or pop-up shops.
- **Adoption of Construction Access Standards:** Construction access standards ensure pedestrians have an alternate path during construction projects that obstruct the sidewalk or shoulder. The most pedestrian-friendly option is to construct a temporary walkway protected from traffic with temporary ADA-compliant ramps where necessary. Establishing and enforcing these standards can allow a city to maintain a pedestrian-oriented environment even in periods of heavy development.

## General Plan Updates

Planning principles contained in a city's General Plan can provide an important policy context for developing pedestrian-oriented, walkable areas. Transit-oriented development, higher densities, and mixed uses are important planning tools for pedestrian-oriented areas. The city

can enhance pedestrian-friendly goals, policies, and actions defined in the City's General Plan, possibly through the development of a Pedestrian Master Plan and establishing transit and auto vehicle policies that support a balanced multi-modal transportation network.

Additionally, the Circulation Element of the Plan assigns roadway typologies, which could include a layered network approach with prioritized corridors for transit, pedestrian, bicycle, and auto travel. Future updates to the General Plan could include pedestrian nodes, pedestrian-oriented guidelines, and sidewalk networks as part of the Circulation Element.

### **Pedestrian Master Plan Development and Updates**

Like a Bicycle Master Plan, this type of plan augments the Circulation Element in the General Plan, and typically includes a large menu of policy, program, and practice suggestions, as well as site-specific (and prototypical) engineering treatment suggestions. A Pedestrian Master Plan documents a jurisdiction's vision for improving walkability and pedestrian safety; establishes policies, programs, and practices; and outlines the prioritization and budgeting process for project implementation.

### **Preparation of a Cultural or Historical Preservation Plan**

A cultural or historical preservation plan can help identify some of the most valuable assets in a community, and can work to promote pedestrian access to these sites. Establishing goals and setting policies and programs to retain cultural and historical assets with attention to pedestrian access can increase economic vitality, tourism, and community engagement.

### **Bike to Work Day / Month**

The City should continue to promote and participate in Bike to Work Day/ Month, a regional event sponsored by Metro during the month

of May. This is a good opportunity to give away safety equipment, raise the visibility of cycling in the City, and partner with local community groups and businesses to create a bike advocacy community.

### **Bike Valet**

Huntington Park should work with the LA County Bicycle Coalition to sponsor bike valet at community events with high visibility in the City. This encourages people to ride a bicycle to an event they might have otherwise driven to, without concern about finding secure parking for their bicycle.

### **Walk to Work Day**

Host and promote Walk to Work Day, an event often hosted by various cities around the country annually in April. This is a good opportunity to give away safety equipment, raise the visibility of walking and pedestrian safety in the City, and partner with local community groups and businesses to create a pedestrian advocacy community.

### **Pop-up Neighborhood Event**

During the design development phase of pedestrian and bicycle infrastructure, Huntington Park can host a "pop-up" event with temporary in-street installations at the site of approved facilities. These events allow community members to try out, touch, and see the potential improvements in their future location. The event helps residents understand the benefits of sometimes unusual or non-traditional neighborhood greenway treatments, such as traffic diverters, parklets, pavement markings and signage.

### **Rideshare Week**

The City should promote and participate in Rideshare Week, a regional event sponsored by Metro in the month of October. It is also a good opportunity to distribute pedestrian education materials and work with local businesses to sponsor future pedestrian events.

### **Repair, Air, and Bike Maintenance Sites**

These sites can be located at high volume end-of-trip locations, built into a bicycle corral, or sponsored by bike shops or other local businesses. They allow individuals to refill tires, tighten components, and make adjustments on the go.

### **Bike-Buddy Program**

Establish a “bike-buddy” program in conjunction with the LA County Bicycle Coalition and employers. This program would pair experienced cyclists with new cyclists to bicycle to work together. The City could hold skills training workshops prior to the program’s kick-off to teach bicycling safety skills to all participants.

### **Walking School Buses and Bicycle Trains**

Establish Walking School Buses and Bicycle Trains to and from schools in Huntington Park. Walking School Buses and Bicycle Trains are organized walking and biking groups where adults “pick up” kids along a specific routes to school at specific locations. This way, children are supervised during their travel to school. These programs can be organized on a weekly or daily basis, or for special events like Walk and Bike to School Day.

### **Walking Mascot**

A walking mascot helps generate excitement around walking to school, and can be used in conjunction with a Walk to School Day celebration, walking school buses, or Safe Routes to School programs. In Bellevue, WA, a walking mascot campaign at their elementary school was used in conjunction with roadway improvements. The mascot, called PedBee, is also featured on school safety signs and makes personal appearances at school safety days. Safety days include local staff from the City’s Transportation and Police Departments. Children are taught walking and traffic safety basics, such as crossing

the street safely. Children are also given traffic safety workbooks that provide guidance with hands-on activities such as coloring and safety procedure quizzes.

### **Corner Captains / Safe Passages Program**

The Corner Captain program is effective in neighborhoods where lack of adult supervision is a barrier for children to walk to school. Neighbors or parents agree to stand at a corner of a route to school during the start or end of the school day to supervise kids as they walk to or from school. With clear sight lines, students will be seen the entire length of the block. Corner captains should wear reflective vests for safety and to demonstrate their official participation in the program. In Chicago, a similar program was implemented in partnership between Chicago Public Schools and the Chicago Police Department called Safe Passages, using paid community-hired staff to ensure students had adult supervision and a rapid connection to police, if necessary, on their walking commute to and from school.

### **Individualized Marketing**

Individualized marketing programs encourage walking, carpooling, bicycling and transit use through information packets with personalized route selections and suggested organized activities that get people out in their neighborhoods or places of employment to shop, work, and discover how many trips they can easily, conveniently, and safely make without using a car. A successful example of an individualized marketing program is SmartTrips, developed in Portland, Oregon, which provides print and online materials to help individuals make the switch to other modes of transportation for some trips.

### **Transportation Demand Management Programs**

Transportation Demand Management (TDM) programs encourage multi-modal travel by incentivizing non-auto options. As new development occurs, TDM programs can be expanded, formalized,

and strengthened. As part of a comprehensive TDM program, the City of Huntington Park can hire or identify a part-time TDM Coordinator, create a TDM program and accompanying website with separate pages for employees, residents, and visitors, and develop a TDM policy which does the following:

- Incentives non-auto travel options (e.g., commuter checks, parking cash-out programs, transit passes, etc.)
- Creates support for major employers to implement a TDM program (e.g., emergency ride home programs)
- Involves the local transit provider(s) in major decisions

### **National Night Out**

The city can distribute pedestrian and bicycle safety education materials and/or equipment at neighborhood block parties or local police department events during National Night Out, typically held annually in August.

### **Neighborhood Pace Car**

Residents can set the pace on streets in their neighborhood by driving no faster than the posted speed limit. On streets with only one lane in each direction, this will effectively force other motorists to drive slower. Many communities distribute stickers that say "Neighborhood Pace Car - Drive the Speed Limit," which residents can place on their rear windshield. Speeding can increase the risk of collisions, as well as the severity of collisions that involve pedestrians and bicyclists.

### **Develop Communications Strategy for Emergency Responders**

Emergency responders can be vital partners in a city's effort to improve pedestrian and bicyclist safety. In particular, they can become compelling advocates for changes to infrastructure that improves safety, but appears to interfere with emergency response time or maneuverability. Establishing early partnerships with emergency

responders can avoid these perceived conflicts, and can offer insight and differing perspective into public safety.

## ENFORCEMENT EFFORTS

Enforcement tools involve efforts by the police department, and have been demonstrated to be very effective in improving safety for road users. However, some programs can require a significant investment of staff time from local police departments or city agencies.

### **Pedestrian Training for Officers / Pedestrian Liaison Officer**

Law enforcement officers should receive training specifically focused on pedestrian and bicycle safety and enforcement principles. As a cost-saving measure, the City of Huntington Park may collaborate with surrounding jurisdictions and share resources as practical. Additionally, the Huntington Park Police Department should consider appointing a pedestrian and bicycle liaison officer who is a single point of contact for all matters concerning pedestrian and bicycle safety.

### **Traffic Safety Grants**

Several grant sources exist specifically for traffic safety related efforts. Huntington Park Police Department or the City of Huntington Park can pursue California Office of Traffic Safety grants for outreach campaigns to support the normal time budgeted for police officer duties. More information is available on the OTS website (<http://www.ots.ca.gov/Grants/>).

### **Increased Fines**

An increase in traffic fines for infractions that have particular safety implications for pedestrians bicyclists, such as red-light running, speeding, passing too closely, and running stop signs, has been shown to discourage driver violations and improve safety. Variations on this include double fines in school zones and construction zones.

### **Police Bicycle Patrol**

A police patrol conducted by bicycle helps to bring awareness and attention to the safety issues related to walking and bicycling within Huntington Park. It also can improve the relationship between police

officers and community members, pedestrians and bicyclists. Areas with high pedestrian and bicycle activity should be considered first for police bicycle patrols, such as Downtown Huntington Park.

### **Speed Enforcement in School Zones**

Strict enforcement of speed laws in school zones can improve the safety for children walking and biking to school. A 'zero tolerance' policy for speeders in school zones, and an increase in fines for drivers who violate the posted school zone speed limit, are both potential approaches.

### **Speed Trailers and Active Speed Monitors**

Speed trailers and active speed monitors display the speed of oncoming vehicles. Speed trailers are portable, whereas speed monitors are installed at permanent locations. Both devices help officers track motorist speed, display current speed to motorists, and create awareness of the posted speed limit. Devices should be placed at known locations with reported speeding, and should be used in conjunction with random ticketing operations.

### **Neighborhood Speed Watch/Radar Lending Program**

If speeding is a problem, law enforcement officers can lend speed radar guns to students or residents to check speeds of passing vehicles. The student or resident records the license plate number of any speeding vehicles, and law enforcement will send a speeding notice warning to the motorist. A group of organized neighbors can also commit to periodically monitoring streets for speeding vehicles.

### **Bicycle Traffic School / Citation Diversion Program**

With this program, bicyclists or motorists who are ticketed for unsafe bicycling or unsafe driving around bicyclists, respectively, attend a class about safe and lawful behavior while riding a bicycle or sharing the road as a motorist with bicyclists. The class is offered in lieu of



paying a fine or appearing in court. Bicycle traffic school is often accompanied by a media campaign informing road users of the program. Citations can be focused on common or uniquely hazardous behaviors such as unsafe passing of bicyclists by motorists or wrong way riding by bicyclists.

### **Wrong Way Riding Signs**

Signs can inform bicyclists they are riding in the wrong direction for each side of the street. The California MUTCD provides guidance on wrong way signs that can be mounted on the back side of existing sign posts on streets with bike lanes to maximize their visibility to bicyclists traveling in the wrong direction. Local law enforcement should also provide enforcement by educating and/or citing cyclists who are riding in the opposite direction of traffic, as this is a common cause of collisions.

### **Tattletale Lights**

To help law enforcement officers catch red-light runners safely and more effectively, a “rat box” is wired into the backside of a traffic signal controller and allows enforcement officers stationed downstream to identify, pursue, and cite red-light runners. Warning signs may be set up along with the box to warn drivers about the fine for red-light violations. Rat boxes are a low-cost initiative (approximately \$100 to install the box), but do require police officers for enforcement.

### **Traffic Complaint Hotline**

Huntington Park residents can report non-emergency traffic violations to law enforcement through an established traffic complaint hotline. Officers can target problem areas more effectively with records of traffic complaints. This also allows the community to engage efficiently with officers.

### **Targeted Enforcement Efforts**

Targeted enforcement efforts draw attention to specific issues, such as crosswalk violations, speeding, or driving under the influence, which can endanger pedestrians and bicyclists. These efforts often include both citations and educational materials that focus on safe and lawful behavior for all road users. Enforcement can be targeted at areas such as schools, public facilities, and locations with demonstrated collision history.

### **Sidewalk Riding Prohibition**

Sidewalk bicycle riding can be dangerous for pedestrians and bicyclists alike, particularly in areas of high activity such as Downtown Huntington Park. In areas where on-street bicycle lanes are available, consider prohibiting sidewalk bicycle riding, particularly in high pedestrian areas. Include educational signage on the sidewalk to inform bicycle riders and pedestrians that riding in the bike lane is safer for everyone.

# EVALUATION

Evaluation efforts can demonstrate the value of investing in pedestrian and bicycle infrastructure and programming. These efforts can also help guide data collection, even if not to immediately work towards evaluation of particular projects or initiatives.

## Data Collection and Monitoring

Partner with local schools and colleges to conduct annual pedestrian and bicycle counts and an annual monitoring program that reviews and compares these counts. Additionally, the City of Huntington Park can require that all traffic study counts include bicycles and pedestrians to estimate activity levels and changes over time.

## Collision Data and Monitoring

The Statewide Integrated Traffic Records System and the Transportation Injury Mapping System are two state-wide resources that make it relatively easy to monitor collision data. However, the data can lag up to two years behind, which makes it challenging to evaluate improvements in a time-efficient manner along collision-related parameters. The City of Huntington Park can work with the Huntington Park Police Department, emergency responders, and health professionals to develop a more timely collision reporting and analysis practice.

## Pedestrian-Oriented Speed Limits and Speed Surveys

Pedestrian fatality rates increase exponentially with vehicle speed. Thus, reducing vehicle speeds in pedestrian zones may be one of the most important strategies for enhancing pedestrian safety. A recent policy directive from the California Department of Transportation, pursuant to the California Vehicle Codes (CVC) and resulting in changes to the California Manual on Uniform Traffic Control Devices (MUTCD), provides state and local municipalities with the authority to reduce the posted speed limit if an engineering and traffic study demonstrates that a different (lower) speed limit may be a better fit

based on local conditions. The allowable reduction is five miles per hour from what the posted speed limit needs to be based on the 85th percentile speed of free-flowing traffic. The city could explore the use of reduced speed limits in school zones or heavy pedestrian areas, and could consider pedestrian volumes when setting speed limits.

## Pedestrian-Oriented Traffic Signal and Stop Sign Warrants

Providing all-way stop or signal control at an intersection may improve pedestrian safety by reducing speeds and controlling pedestrian-vehicle conflicts. The MUTCD defines warrants for installing signals and stop signs. The City may choose to define relaxed pedestrian criteria to encourage pedestrian safety. Best practices for stop-sign warrant application include:

- Requiring a collision history of three instead of five years based on routine underreporting
- Reducing traffic volume thresholds based on latent demand
- Providing consideration for school children, pedestrians and traffic speeds

## Pedestrian- and Bicycle-Friendly Traffic Signals

Pedestrian-friendly traffic signals can include Leading Pedestrian Intervals (LPIs), lagging left turn phases, and pedestrian scrambles. Bicycle-friendly traffic signals can include bicycle signal heads, bicycle detectors at intersections, and longer minimum-green times than for motor vehicles. These treatments for both pedestrians and bicyclists can be installed where traffic signals or hybrid beacons are already present.

## Performance Measurement and Metrics

Develop metrics to measure the impact of walking and biking on public health, resident and merchant perceptions, environmental impact, amount of walking and biking activity, and safety (note: it may not be possible to measure the exact impact attributable to



walking and biking on these variables). Some examples are provided below:

- **Public Health** – Partner with local schools to measure distance walked and biked, or calories burned during Walk and Bike to School Day/Month/Week.
- **Resident and Merchant Perceptions** – Survey questions such as “how frequently do you walk or bike around town?” “What prevents you from walking or biking?” and “What mode of travel do you use for short trips?” aim to understand attitudes and common concerns about walking and biking. These surveys, which should be available in English and Spanish, can be conducted citywide or as part of a SRTS program for parents.
- **Environmental Impact** – Measure reductions in vehicle miles traveled or vehicle emissions through surveys.
- **Amount of Walking or Biking** – Partner with local schools to conduct counts, and/or require pedestrian and bicycle counts with traffic studies so that changes in levels of walking and biking can be measured over time.
- **Safety** – Review the number of pedestrian- and bicycle-involved collisions on a regular basis and develop collision rates as data on the number of pedestrians and bicyclists is collected over time.

### **Inventory of Bike Facilities, Sidewalks, Informal Pathways, and Key Opportunity Areas**

A GIS-based inventory of bicycle facilities, sidewalks, informal paths, and key opportunity areas enables the City to be opportunistic in developing new pedestrian and bicycle projects in coordination with other development that may be occurring throughout Huntington Park. An inventory allows for easy project identification, prioritization, and coordination with new development, roadway resurfacing, and other city infrastructure projects.

### **Inventory of Pedestrian Traffic Control Devices**

The 2009 federal Manual of Uniform Traffic Control Devices (MUTCD) requires the installation of countdown pedestrian signals for all new signals. Replacing traffic signal bulbs with LED bulbs is also suggested to increase visibility and improve efficiency. In order to assist this process, and to prioritize future retrofits and infrastructure projects, the City of Huntington Park should maintain an inventory of pedestrian signs, markings, and traffic control devices.

### **Coordination with Health Agencies**

Involving non-traditional partners such as Emergency Medical Service (EMS) personnel, public health agencies, pediatricians, etc., in the planning or design of pedestrian and bicycle facilities may create opportunities to be more proactive with pedestrian and bicycle safety, identify safety challenges and education venues, and secure funding. Additionally, under-reporting of pedestrian/bicycle collisions with vehicles could be a problem that may be partially mitigated by involving the medical community in pedestrian and bicycle safety planning.<sup>1</sup> The City of Huntington Park could seek opportunities for technical collaboration and funding with first responders, public health and health care professionals.

### **Health Impact Assessments**

Health Impact Assessments (HIA) are a tool borrowed from the field of Public Health to assess how health a community is, related to community design and public space. An HIA can help a city identify public health-related areas of improvement, utilize new data sources and analytic methods, and develop action items to improve the health of the community overall and mitigate disproportionate distribution of negative health effects across a population. This evaluation effort can be undertaken in conjunction with health professionals, as described above.

## Bicycling and Walking Audits

Conduct bicycling and walking audits as part of outreach strategies for new development projects or as a comprehensive SRTS program. A bicycling and walking audit leads stakeholders on a set course to discuss pedestrian and bicycle safety concerns and strategies to improve safety.

---

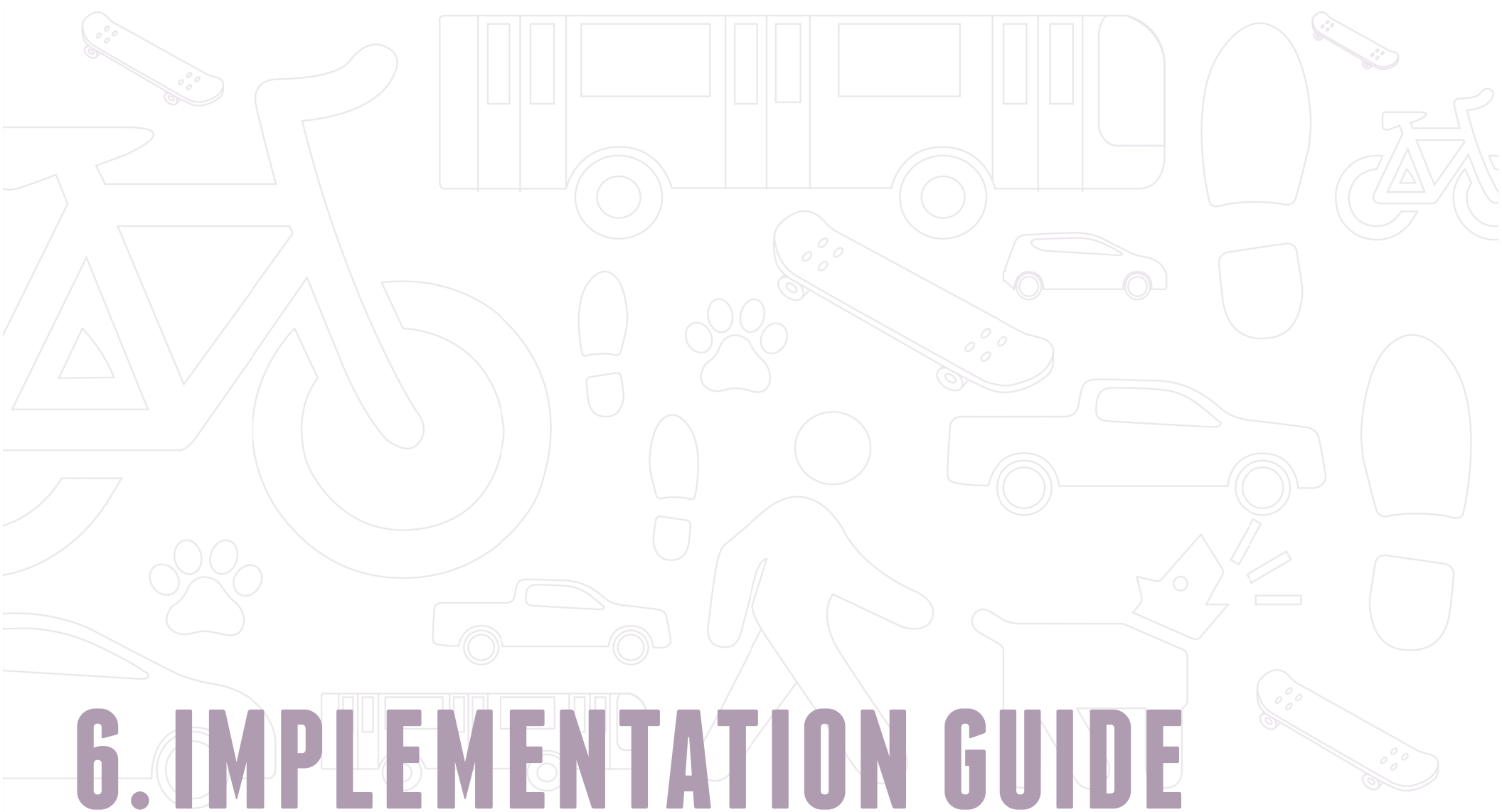
### END NOTES

1. Sciortino, S., Vassar, M., Radetsky, M. and M. Knudson, "San Francisco Pedestrian Injury Surveillance: Mapping,

This page is intentionally blank.



This page is intentionally blank.



# 6. IMPLEMENTATION GUIDE

## PROJECT IMPLEMENTATION MATRIX

To assist and guide Huntington Park's efforts to implement the Complete Streets Plan, Table 13 lists all corridors and corresponding treatments, including potential timeframes for implementation, planning-level cost estimates, and potential funding sources based on the scope and type of the project. Most grant funding sources are competitive and may require additional support and resources to assemble competitive grant applications. Much of the information, particularly in this chapter and prior sections, relating to demographics, safety, improvement benefits, and the involvement of residents and stakeholders will be useful for assembling grant applications. It is recommended that the City review the potential options on each corridor and pursue grant funding in the suggested timeframe. Strategies that Huntington Park may pursue during the funding and implementation process include:

- Combining bicycle, pedestrian, transit, and placemaking strategies on a single corridor within Huntington Park
- Combining multiple corridors and strategies to package projects that address mobility challenges associated with a particular land use or geography such as schools, downtown, or transit hubs within Huntington Park
- Coordinating with adjacent jurisdictions to seek funding for projects with regional significance that span multiple jurisdictions, provide access to regional transit, or overcome regional barriers such as waterways and freeways throughout the area

The Implementation Guide includes a project list, a summary of funding options, and milestones for implementation of the Complete Streets Plan.

### **Funding Sources**

This section will describe the funding sources available to implement the projects recommended in the Complete Streets Plan.

### **Implementation Milestones**

This section will present implementation milestones for the Complete Streets Plan, separated into short term (0-6 months), mid-term (6 months – 2 years) and long-term (2+ years).

TABLE 13: PROJECT IMPLEMENTATION MATRIX

Corridor	Treatment	Unit Type	Units	Cost			Funding Sources	Timing
				Low	Medium	High		
ARTERIALS							Metro Call for Projects	2017
Pacific Boulevard								
Option 1	Class III Bicycle Route (Sharrows)	Per Mile	1.5	\$33,800	\$45,000	\$56,300	Not eligible for grant funding	
Option 2	Class II Bicycle Lane	Per Mile	1.5	\$67,500	\$90,000	\$112,500		
Option 3 (3a, 3b or 3c)	Class IV Cycletrack	Per Mile	1.5	\$1,687,500	\$2,250,000	\$2,812,500		
Additional Options	Parklet	Per Unit	3	\$105,000	\$148,500	\$192,000		
	Pedestrian Scramble Phase	Per Intersection	2	\$10,000	\$10,000	\$10,000		
Florence Avenue								
Enhanced Transit Facilities	Pedestrian Scramble Phase	Per Intersection	0	-	-	-		
	Pedestrian Scale Lighting	Per Block	25	\$1,000,000	\$1,500,000	\$1,700,000		
	Wayfinding Signage	Per Unit	5	\$3,800	\$4,500	\$5,000		
	Street Trees	Per Unit	50	\$16,100	\$21,500	\$26,900		
	Public Art	Per Unit	1	\$3,000	\$5,000	\$10,000		
	Bench	Per Unit	5	\$3,800	\$5,000	\$6,300		
	Trash Receptacle	Per Unit	5	\$1,500	\$2,000	\$2,500		
	Street Trees	Per Unit	10	\$3,200	\$4,300	\$5,400		
	Transit Shelter	Per Unit	5	\$112,500	\$150,000	\$187,500		
Slauson Avenue								
TBD with future study of Rail to River Active Transportation Plan								
Santa Fe Avenue								
Enhanced Transit Facilities	Pedestrian Scale Lighting	Per Block	10	\$400,000	\$600,000	\$680,000		
	Public Art	Per Unit	1	\$3,000	\$5,000	\$10,000		
	Bench	Per Unit	4	\$3,000	\$4,000	\$5,000		
	Trash Receptacle	Per Unit	4	\$1,200	\$1,600	\$2,000		
	Street Trees	Per Unit	8	\$2,600	\$3,400	\$4,300		
	Transit Shelter	Per Unit	4	\$90,000	\$120,000	\$150,000		



TABLE 13: PROJECT IMPLEMENTATION MATRIX (CONTINUED)

Corridor	Treatment	Unit Type	Units	Cost			Funding Sources	Timing
				Low	Medium	High		
MAJOR NEIGHBORHOOD STREETS							Caltrans ATP Metro Call for Projects	2016 - 2017
Gage Avenue								
Option 1	Class IV Cycletrack	Per Mile	2	\$2,250,000	\$3,000,000	\$3,750,000	Not eligible for grant funding	
Option 2	Class II Bicycle Lane	Per Mile	2	\$90,000	\$120,000	\$150,000		
Option 3	Class III Bicycle Route (Sharrows)	Per Mile	2	\$45,000	\$60,000	\$75,000		
	Bicycle Route Signage	Per Unit	112	\$16,800	\$30,200	\$50,400		
Miles Avenue								
Option 1	Class IV Cycletrack	Per Mile	1.25	\$1,406,300	\$1,875,000	\$2,343,800	Not eligible for grant funding	
Option 2a	Buffered Bicycle Lane	Per Mile	1.25	\$75,000	\$100,000	\$125,000		
Option 2b	Class II Bicycle Lane	Per Mile	1.25	\$56,300	\$75,000	\$93,800		
Option 3	Class III Bicycle Route (Sharrows)	Per Mile	1.25	\$28,100	\$37,500	\$46,900	Not eligible for grant funding	
	Bicycle Route Signage	Per Unit	48	\$7,200	\$13,000	\$21,600		
State Street								
Option 1	Class II Bicycle Lane	Per Mile	2	\$90,000	\$120,000	\$150,000	Not eligible for grant funding	
Option 2	Class III Bicycle Route (Sharrows)	Per Mile	2	\$45,000	\$60,000	\$75,000		
	Bicycle Route Signage	Per Unit	96	\$14,400	\$25,900	\$43,200		
LOCAL STREETS							Caltrans ATP Metro Call for Projects	2017 - 2019
Rita Avenue and Rugby Avenue								
Option 1a	Buffered Bicycle Lane	Per Mile	1.5	\$90,000	\$120,000	\$150,000	Not eligible for grant funding	
	Bollards	Per Unit	225	\$126,600	\$168,800	\$210,900		
Option 1b	Class II Bicycle Lane	Per Mile	1.5	\$67,500	\$90,000	\$112,500		
Option 2	Class III Bicycle Route (Sharrows)	Per Mile	1.5	\$33,800	\$45,000	\$56,300	Not eligible for grant funding	
	Bicycle Route Signage	Per Unit	40	\$6,000	\$10,800	\$18,000		

TABLE 13: PROJECT IMPLEMENTATION MATRIX (CONTINUED)

Corridor	Treatment	Unit Type	Units	Cost			Funding Sources	Timing
				Low	Medium	High		
LOCAL STREETS							Caltrans ATP Metro Call for Projects	2017 - 2019
Zoe Avenue								
Option 1 (Bicycle Boulevard)	Class III Bicycle Route (Sharrows)	Per Mile	1.5	\$33,800	\$45,000	\$56,300	Not eligible for grant funding	
	Bicycle Route Signage	Per Unit	96	\$14,400	\$25,900	\$43,200		
	Curb Extension	Per Unit	96	\$720,000	\$902,400	\$1,084,800		
	Chicanes	Per Unit	6	\$44,800	\$59,800	\$74,700		
	Bicycle Signal	Per Intersection	2	\$100,000	\$150,000	\$200,000		
	Diverters	Per Unit	6	\$21,600	\$30,000	\$36,000		
Clarendon Avenue, Saturn Avenue, Middleton Street, Arbutus Avenue								
Option 1 (Bicycle Boulevard)	Class III Bicycle Route (Sharrows)	Per Mile	4.6	\$103,500	\$138,000	\$172,500	Not eligible for grant funding	
	Bicycle Route Signage	Per Unit	232	\$34,800	\$62,600	\$104,400		
	Curb Extension	Per Unit	232	\$1,740,000	\$2,180,800	\$2,621,600		
	Chicanes	Per Unit	15	\$112,100	\$149,400	\$186,800		
	Bicycle Signal	Per Intersection	4	\$200,000	\$300,000	\$400,000		
	Diverters	Per Unit	15	\$54,000	\$75,000	\$90,000		
MULTI-USE PATH OPPORTUNITIES							Metro Call for Projects	2017
Randolph Street								
Option 1	Class I Path + Intersection Improvements	Per Mile	2.85	\$3,918,800	\$5,700,000	\$7,481,300		
Option 2a and 2b	Class IV Cycletrack	Per Mile	2.85	\$3,206,300	\$4,275,000	\$5,343,800		
Option 2c	Class IV Cycletrack	Per Mile	2.85	\$3,206,300	\$4,275,000	\$5,343,800		
	Parking Relocation	Per Space	680	\$1,020,000	\$1,360,000	\$1,700,000		
Salt Lake Avenue								
	Class I Bike/Ped Path	Per Mile	1.2	\$1,350,000	\$1,800,000	\$2,250,000		

TABLE 13: PROJECT IMPLEMENTATION MATRIX (CONTINUED)

Corridor	Treatment	Unit Type	Units	Cost			Funding Sources	Timing
				Low	Medium	High		
PLACEMAKING OPPORTUNITIES							Local or other funding sources: Public-Private Partnerships, Development Agreements, Southwest Airlines, Heart of the Community Grant	TBD
State Street and Mission Place								
	Curb Extension	Per Unit	2.5	\$18,800	\$23,500	\$28,300		
	Street Trees	Per Unit	3	\$1,000	\$1,300	\$1,600		
	Street Furniture	Per Unit	2	\$1,500	\$2,000	\$2,500		
	Landscaping	Per Square Foot	1400	\$8,400	\$11,200	\$14,000		
	High Visibility Crosswalk	Per Unit	1	\$600	\$800	\$1,000		
	Stop Line	Per Unit	1	\$100	\$100	\$100		
Saturn Avenue and Bissell Street								
	Curb Extension	Per Unit	4.5	\$33,800	\$42,300	\$50,900		
	Street Trees	Per Unit	3	\$1,000	\$1,300	\$1,600		
	Street Furniture	Per Unit	2	\$1,500	\$2,000	\$2,500		
	Landscaping	Per Square Foot	1600	\$9,600	\$12,800	\$16,000		
	High Visibility Crosswalk	Per Unit	4	\$2,400	\$3,200	\$4,000		
	Stop Line	Per Unit	4	\$400	\$400	\$400		
State Street and Hood Avenue								
	Curb Extension	Per Unit	2.5	\$18,800	\$23,500	\$28,300		
	Street Trees	Per Unit	2	\$600	\$900	\$1,100		
	Landscaping	Per Square Foot	400	\$2,400	\$3,200	\$4,000		
	High Visibility Crosswalk	Per Unit	1	\$600	\$800	\$1,000		
	Stop Line	Per Unit	1	\$100	\$100	\$100		
CITYWIDE								
Curb Extension Treatments								
	Curb Extension	Per Unit	1	\$7,500	\$9,400	\$11,300		
	Bulb-out	Per Unit	1	\$5,600	\$7,500	\$9,400		
	Temporary Curb Extension	Per Unit	1	\$1,900	\$2,500	\$3,100		

TABLE 13: PROJECT IMPLEMENTATION MATRIX (CONTINUED)

Corridor	Treatment	Unit Type	Units	Cost			Funding Sources	Timing
				Low	Medium	High		
CITYWIDE								
Signal Treatments								
	Leading Pedestrian Interval	Per Intersection	1	\$2,000	\$2,500	\$3,000		
	Pedestrian Scramble Phase	Per Intersection	1	\$5,000	\$5,000	\$5,000		
Crosswalks								
	Controlled Marked Crossing	Per Unit	1	\$2,900	\$3,300	\$3,900		
	Uncontrolled Marked Crossing	Per Unit	1	\$1,000	\$1,400	\$2,000		
Other Treatments								
	Bicycle Rack	Per Unit	1	\$800	\$1,000	\$1,300		
	Bicycle Corral	Per Unit	1	\$2,300	\$3,000	\$3,800		
	Parklet	Per Unit	1	\$35,000	\$49,500	\$64,000		
	Wayfinding Signage	Per Unit	1	\$800	\$900	\$1,000		
	Traffic Circle	Per Unit	1	\$7,100	\$13,000	\$18,200		
	Diverter	Per Unit	1	\$3,600	\$5,000	\$6,000		
	Chicanes	Per Unit	1	\$7,500	\$10,000	\$12,500		
TOTAL				14,393,800	\$19,786,700	\$24,779,400		

## LOCAL FUNDING OPTIONS

### Local City Funds

For some projects or programs, the use of general fund monies may be an appropriate funding strategy. Projects can also be implemented along the normal schedule of roadway maintenance, taking advantage of resurfacing projects to restripe roads to include bicycle facilities or enhanced pedestrian crossings.

*Project example:* City of Los Angeles Great Streets Program – Protected Bicycle Lane on Reseda Boulevard. The City of LA expedited the implementation of a protected bicycle lane to align with the existing resurfacing schedule, significantly reducing construction costs. The LADOT estimates this project cost \$235,000 to implement one mile of a protected bicycle lane – considerably lower than the cost of other comparable facilities.

### Development Fees

Some agencies have implemented development fees that can then be used to fund various types of infrastructure. For example, a fee may be adopted for each PM peak hour trip that is generated by a project. This funding is combined with funds from other projects to establish a source of funds to construct the improvements that are on an adopted project list, which can include a variety of projects that serve several travel modes.

### Public Private Partnership

Increasingly, innovative bicycle projects are being implemented with the assistance and funding from private entities. These types of projects typically do not occur in the public right-of-way, but support the investments made by a city to encourage more use of the facilities. These projects may include the provision of shared bicycles at hotels, the funding of city bike share programs, the construction of shower and changing facilities in office buildings, and the development of bicycle storage rooms at new residential development sites.

*Project example:* Santa Monica's Breeze bicycle sharing program is sponsored by Hulu at the level of \$675,000 per year for five years in exchange for logo placement on the bicycles.

## REGIONAL FUNDING OPTIONS

### Metro Call for Projects

The biannual Metro Call for Projects is the largest local source of transportation funding. The Call for Projects program is a competitive process that distributes capital transportation funds to regionally significant projects on a discretionary basis. Funding for the Call for Projects comes from a variety of local, state, and federal sources (including Congestion Mitigation and Air Quality [CMAQ] funds and Regional Surface Transportation Program [RSTP] funds). Funding levels for each mode are announced during the initial stages of each Call for Projects cycle, and are based on the available funds from the component funding sources. A total of 84 projects were recommended for funding in the 2015 cycle, totaling nearly \$193 million.

In 2015, applicants submitted proposals to receive funding in one of seven modal categories, including bicycle improvements and pedestrian improvements. In addition, the 2015 cycle had a focus on Complete Streets; projects submitted in the other five categories also were encouraged to include bicycle and pedestrian components.

**Program Requirements:** Program requirements shift from cycle to cycle. In 2015, the following requirements applied:

- Applications due in mid-January
- 20% local match
- Class III bicycle facilities were not eligible
- Capital expenses only were eligible
- Before and after pedestrian and bicycle counts must be collected by applicant following SCAG/Metro guidelines
- Project funds must be expended, allocated, or obligated in the year of programming, identified by Metro in the Funding Agreement or Letter of Agreement

*Project example:* City of Downey Bicycle Master Plan Phase I – Downtown/Transit: Class II Implementation. This project implements 17 miles of bike lanes on eight roadways providing enhanced access

to activity centers and multi-modal assets such as the Green Line and bike paths. Metro is providing nearly \$2.3 million with a local match of about \$570,000.

### Metro ExpressLanes Net Toll Revenue Re-Investment Grant Program

### Metro (Other)

Other funding is disbursed on a per-capita basis by Metro that can be used for related bicycle or pedestrian projects, or may become available in the future, including:

- Proposition A, Proposition C, and Measure R Local Return programs (per capita)
- Transportation Development Act funds (per capita)
- FTA Section 5310 Program (competitive application administered by Metro, for accessible pedestrian upgrade projects at transit stops or stations)

### SCAG Sustainability Planning Grant

Formerly the Compass Blueprint Program, the Southern California Association of Governments (SCAG) Sustainability Planning Grant was established in 2005 to test innovative local planning tools. Grants are available in three categories, including Active Transportation. The 2013-2014 call for proposals cycle was the most recent application period, and funded planning efforts including corridor studies, feasibility studies, and visioning processes, among others. Future project cycles will be announced on the SCAG website (<http://sustain.scag.ca.gov/pages/default.aspx>).

## STATE FUNDING OPTIONS

### California Active Transportation Program (ATP)

The California Transportation Commission developed program guidelines and project selection criteria for the first call for projects for the statewide Active Transportation Program (ATP) in March 2014. The Active Transportation Program consolidated and replaced the former Transportation Alternatives Program, Safe Routes to School Program, and Bicycle Transportation Account. The ATP provides funding for infrastructure improvements and non-infrastructure programs. The first cycle of the ATP funded 265 projects with over \$350,000,000 in ATP funds. The second cycle of the ATP was held in Spring, 2015, and a third cycle of the ATP is anticipated in 2016.

*Program Requirements:* Program requirements shift from cycle to cycle. In 2015, the following requirements applied:

- Applications due on June 1, 2015
- Local match not required, but strongly encouraged
- Both infrastructure and non-infrastructure projects are eligible
- Projects must demonstrate potential for increased walking and bicycling and potential for reduced collisions/improved safety
- Minimum ATP amount of \$250,000 per application (non-infrastructure exempt)

*Project example:* City of Pico Rivera – Regional Bikeway Project (\$3.9 million from ATP; total project cost of \$4.9 million); Los Angeles County – Hawthorne/Lennox Green Line Station Community Linkages (\$2.4 million from ATP; total project cost of \$3.1 million) and Aviation/LAX Green Line Station Community Linkages (\$1.9 million from ATP; total project cost of \$2.5 million).

### Highway Safety Improvement Program (HSIP)

The Highway Safety Improvement Program (HSIP) is a core federal-aid program that aims to reduce traffic fatalities and serious injuries on public roads. HSIP funds can be used for projects such as bike lane

or sidewalk projects on local roadways, improvements to Class I multi-use paths, or for traffic calming measures. Applications that identify a history of incidents and demonstrate their project's improvement to safety are most competitive for funding. Caltrans administers the program in California and received over \$160 million for the 2015/2016 Federal Fiscal Year. HSIP Call-for-Projects are expected every one to two years.

*Program Requirements:* Program requirements shift from cycle to cycle. In 2015, the following requirements applied:

- Applications due on July 31, 2015
- Maximum HSIP funding ratio is 90%
- Maximum HSIP amount of \$10 million per project and per agency
- Both infrastructure and non-infrastructure projects are eligible, provided non-infrastructure elements support an infrastructure project
- Applications must demonstrate a minimum B/C ratio of 5.0 to be considered (defined based on specific guidelines for the grant program)
- Request for authorization to proceed with project engineering is required within 6 months; request for authorization to proceed with construction is required within 30 months

*Project example:* City of Compton – Install raised median and Class II bicycle lanes on Compton Boulevard. The HSIP will fund nearly \$1.7 million for a total project cost of about \$1.9 million.

### Caltrans Sustainable Transportation Planning Grant

Caltrans provides Transportation Planning Grants on an annual basis. These grants are available to jurisdictions focusing on improving mobility by innovatively addressing problems or deficiencies in the transportation system. Community outreach is a key component of successful grant applications. Funds can be used for planning or

feasibility studies. Fiscal year 2015/2016 grants were awarded to over 50 projects advancing the goals of sustainability, preservation, mobility, safety, innovation, economy, health and equity. A total of \$9.8 million is available in the 2016/2017 grant cycle in two categories: Strategic Partnerships and Sustainable Communities

*Program Requirements:* Program requirements shift from cycle to cycle. In 2015 (fiscal year 2016/2017), the following requirements apply:

- Fiscal year 2016/2017 applications are due December 31, 2015
- Cities are eligible to apply directly for Sustainable Communities category; must apply with SCAG as primary applicant for Strategic Partnerships category
- For Strategic Partnerships category:
  - 20% minimum local match
  - Grant minimum of \$100,000 and maximum of \$500,000
- For Sustainable Communities category:
  - 11.47% minimum local match
  - Grant minimum of \$50,000 and maximum of \$500,000

*Project example:* City of Vernon – Los Angeles River Bikeway Feasibility Study: Evaluate a range of alternatives and challenges, and develop recommendations for installing a regionally connected bikeway within the City of Vernon's portion of the Los Angeles River.

### **Affordable Housing and Sustainable Communities (AHSC) Program**

The Strategic Growth Council's Affordable Housing and Sustainable Communities (AHSC) Program funds land-use, housing, transportation, and land preservation projects to support infill and compact development that reduces greenhouse gas emissions. Over \$140 million in projects were funded in fiscal year 2014/2015, from the state Greenhouse Gas Reduction Fund (GGRF). Beginning

in fiscal year 2015/2016, 20% of GGRF funds will be apportioned to the AHSC annually. Developers, cities and public agencies are eligible to apply, and applications that include changes to the public right-of-way must include the relevant public agency as a co-applicant. Eligible transportation components can include active transportation planning, construction, transit-related infrastructure, or programs that shift trips from single occupant vehicles to other modes such as walking, biking, or transit.

*Program Requirements:* Program requirements shift from cycle to cycle. In 2015 (fiscal year 2016/2017), the following requirements apply:

- Fiscal year 2016/2017 application draft guidelines are available for public review at [https://www.sgc.ca.gov/docs/Draft\\_2015-16\\_Affordable\\_Housing\\_and\\_Sustainable\\_Communities\\_Program\\_Guidelines.pdf](https://www.sgc.ca.gov/docs/Draft_2015-16_Affordable_Housing_and_Sustainable_Communities_Program_Guidelines.pdf)
- Application review process will happen in two stages – Concept Proposal review followed by Full Application Review by invitation
- Concept applications anticipated to be due in February 2016
- Cities are eligible to apply independently or as co-applicants with developers
- Grant minimum of \$1 million and maximum of \$20 million

*Project example:* Crenshaw Villas in the City of Los Angeles – included funding for walkways, crossings and traffic calming, bike racks, storage, and repair kiosks. The AHSC will provide about \$83,000 for these transportation improvements, which represents 3.8% of the total amount requested from the AHSC for the housing development project.



## FEDERAL FUNDING OPTIONS

### Environmental Enhancement and Mitigation Program (EEMP)

The Environmental Enhancement and Mitigation Program (EEMP) was established in 1989 and is administered by the California Natural Resources Agency and Caltrans. The program offers a total of \$7 million each year for grants to local, state, and federal governmental agencies and to nonprofit organizations. EEMP Funds are allocated to projects that either directly or indirectly offset environmental impacts of modified or new public transportation facilities including the acquisition, restoration, or enhancement of resource lands to mitigate the loss of or detriment to such lands within or near transportation right-of-way, and the planting of trees and other plants to offset vehicular emissions.

*Program Requirements:* Program requirements shift from cycle to cycle. In 2015, the following requirements applied:

Applications due on July 13, 2015

Local match not required, but additional points are given to applications that include other sources of funds for the proposed project

Grants are generally limited to \$500,000 each (except acquisitions, which may be funded up to \$1 million)

Projects must be specifically related to a transportation project that has an adverse environmental impact, which is addressed by the environmental enhancement and mitigation project

*Project example:* Los Angeles River Greenway Tree-Planting Project, by non-profit Community Conservation Solutions (\$339,000); City of South Gate Urban Greening Project (\$296,700).

### TIGER

The US DOT's Transportation Investment Generating Economic Recovery (TIGER) competitive grant program is intended to fund capital investments in surface transportation infrastructure that will have a significant impact on the US, region, or metropolitan area. Established in 2009, TIGER has provided over \$4.5 billion to 381 projects across the country. Capital bicycle and pedestrian projects are eligible for TIGER grants.

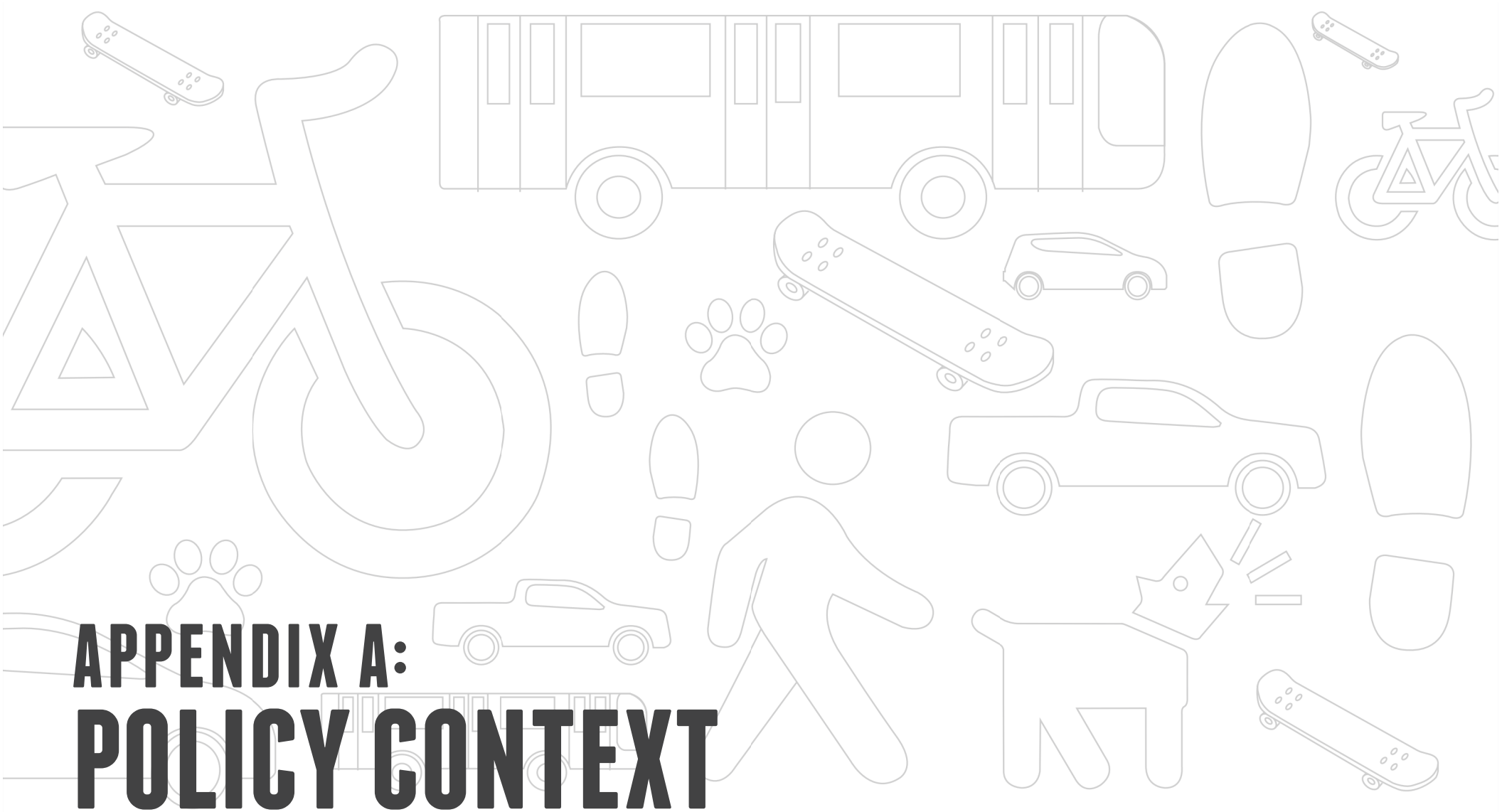
*Program Requirements:* Program requirements shift from cycle to cycle. In 2015, the following requirements applied:

- Required pre-application due May 4, 2015; final application due on June 5, 2015
- Minimum grant award is for \$10 million
- Maximum grant award is for \$200 million; no more than \$125 million can be allocated to projects in a single state
- Funds must be obligated by September 30, 2017 and expended by September 30, 2022

*Project example:* Los Angeles County Metropolitan Transportation Authority – Rail to Rail Active Transportation Corridor Connection Project: repurposes dormant rail corridor and underused right-of-way as a pedestrian and bicycle route that will span 6.4 miles through South Los Angeles communities, linking the Blue Line, the Silver Line, and the Crenshaw/LAX Line. TIGER is providing \$15 million, with a total project cost of \$34 million.

This page is intentionally blank.

This page is intentionally blank.



# APPENDIX A: POLICY CONTEXT

## APPENDIX: POLICY CONTEXT

The Policy Context appendix describes the national, state, regional, and local direction related to Complete Streets. It also includes a section on Best Practices, which describes the gold standard of Complete Streets design and implementation.

## FEDERAL INITIATIVES

### US DOT Policy Statement on Bicycle and Pedestrian Accommodation

In addition to local, regional, and state planning initiatives, the United States Department of Transportation issued a Policy Statement on Bicycle and Pedestrian Accommodation Regulations and Recommendations in 2010. This policy directive demonstrates the DOT's support of fully integrated active transportation networks by incorporating walking and bicycling facilities into transportation projects. The statement encourages transportation agencies to go beyond minimum standards in the provision of the facilities. The DOT further encourages agencies to adopt policy statements that would affect bicycling and walking, such as:

- Considering walking and bicycling as equals with other transportation modes
- Ensuring availability of transportation choices for people of all ages and abilities
- Going beyond minimum design standards
- Integrating bicycle and pedestrian accommodations on new, rehabilitated, and limited access bridges
- Collecting data on walking and biking trips
- Setting mode share for walking and bicycling and tracking them over time
- Removing snow from sidewalks and shared use paths
- Improving non-motorized facilities during maintenance projects

# STATE POLICIES

## AB 32 (2006)/SB 375 (2008)

Senate Bill (SB) 375 (2008) is the implementation legislation for Assembly Bill (AB) 32. AB 32 (2006) requires the reduction of greenhouse gases (GHG) by 28 percent by the year 2020 and by 50 percent by the year 2050. GHGs are emissions – carbon dioxide chief among them – that accumulate in the atmosphere and trap solar energy in a way that can affect global climate patterns. The largest source of these emissions related to human activity is generated by combustion-powered machinery, internal combustion vehicle engines, and equipment used to generate power and heat. SB 375 tasks metropolitan and regional planning agencies with achieving GHG reductions through their Regional or Metropolitan Transportation Plans. The reduction of the use of the automobile for trip making is one method for reducing GHG emissions. This can be achieved through the use of modes other than the automobile, such as walking, bicycling, or using transit. The Huntington Park Complete Streets Plan supports the goals of AB32/SB375 by promoting bicycling throughout the city, a zero-emissions mode of transportation.

## California Vehicle Code

The California Vehicle Code establishes rules and regulations for operating a bicycle on the street in the state of California, which the Huntington Park Police Department is responsible for enforcing. Close adherence and strict enforcement of the Vehicle Code for both motorists and bicyclists would have safety benefits for everyone in Huntington Park. The following is a non-exhaustive list of regulations related to pedestrians or bicycle operation, by Vehicle Code Section:

- 21200 – A person riding a bicycle has all the rights and is subject to all the provisions applicable to the driver of a vehicle.
- 21200.5 – It is unlawful to ride a bicycle under the influence of alcohol or drugs.
- 21201 – Establishes equipment requirements for bicycles,

- including lights, brakes, and handlebar configurations.
- 21202 – A person riding a bicycle at a speed less than the normal speed of traffic shall ride as close as practicable to the right-hand curb or edge of the roadway except when overtaking another bicycle or vehicle, when preparing for a left turn, when necessary to avoid unsafe conditions, or when approaching a right-turn lane.
- 21206 – Local jurisdictions may adopt bicycle regulations provided they do not conflict with the CVC.
- 21209 – No person shall drive a motor vehicle in the bicycle lane except to park in a curb lane where parking is permitted, to enter or leave the roadway, or to prepare for a turn within 200 feet from the intersection.
- 21210 – Bicycle parking must not conflict with the path for pedestrian traffic.
- 21212 – Bicycle riders under the age of 18 must wear a helmet.
- 21368 – Whenever a marked pedestrian crosswalk has been established in a roadway contiguous to a school building, it shall be painted or marked in yellow.
- 21451 (a) – Any driver, including one turning, shall yield the right-of-way to other traffic and to pedestrians lawfully within the intersection or an adjacent crosswalk.
- 21456.2 – Bicycle riders must follow official traffic control signals, except where bicycle traffic signals direct bicycles otherwise, in conjunction with Section 21456.3.
- 21650.1 – Bicycles operated on the streets or shoulder shall be operated in the same direction as vehicles.
- 21760 – “Three Feet for Safety Act” requires drivers of a motor vehicle to pass a bicycle with at least three feet of space (effective September 16, 2014.)
- 21949 (a) – It is a policy of the State of California that safe and convenient pedestrian travel and access, whether by foot, wheelchair, walker, or stroller, be provided to the residents of the state.
- 21950 (b) – No pedestrian may suddenly leave a curb or other place of safety and walk or run into the path of a vehicle.

- 21950 (d) – Subdivision (b) does not relieve a driver of a vehicle from the duty of exercising due care for the safety of any pedestrian within any marked crosswalk or within any unmarked crosswalk at an intersection.
- 21952 – The driver of any motor vehicle, prior to driving over or upon any sidewalk, shall yield the right-of-way to any pedestrian approaching thereon.
- 21954 (a) – Every pedestrian upon a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all vehicles upon the roadway.
- 21954 (b) – The provisions of this section shall not relieve the driver of a vehicle from the duty to exercise due care for the safety of any pedestrian upon a roadway.
- 39001 – California Department of Motor Vehicles designs and distributes the licenses and registration forms to any city that adopts a bicycle license ordinance.

### Caltrans' Complete Streets Policy

In 2001, Caltrans adopted a routine accommodation policy for the state in the form of Deputy Directive 64, "Accommodating Nonmotorized Travel." The directive was updated in 2008 as "Complete Streets—Integrating the Transportation System." The new policy reads, in part: "The Department views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system."

The Department develops integrated multimodal projects in balance with community goals, plans, and values. Addressing the safety and mobility needs of bicyclists, pedestrians, and transit users in all projects, regardless of funding, is implicit in these objectives. Bicycle, pedestrian and transit travel is facilitated by creating "complete streets" beginning early in system planning and continuing through

project delivery and maintenance and operations...."

The directive establishes Caltrans' own responsibilities under this policy. Among the responsibilities that Caltrans assigns to various staff positions under the policy are:

- Ensure bicycle, pedestrian, and transit interests are appropriately represented on interdisciplinary planning and project delivery development teams.
- Ensure bicycle, pedestrian, and transit user needs are addressed and deficiencies identified during system and corridor planning, project initiation, scoping, and programming.
- Ensure incorporation of bicycle, pedestrian, and transit travel elements in all Department transportation plans and studies.
- Promote land uses that encourage bicycle, pedestrian, and transit travel.
- Research, develop, and implement multimodal performance measures.

### California Complete Streets Act (2008)

Assembly Bill 1358, the "California Complete Streets Act of 2008," requires "that the legislative body of a city or county, upon any substantive revision of the circulation element of the general plan, modify the circulation element to plan for a balanced, multimodal transportation network that meets the needs of all users [including] motorists, pedestrians, bicyclists, children, persons with disabilities, seniors, movers of commercial goods, and users of public transportation...." This provision of the law went into effect on January 1, 2011. The law also directs the Governor's Office of Planning and Research to amend its guidelines for the development of circulation elements so as to assist cities and counties in meeting the above requirement.

### AB 1581 (2007) and Caltrans' Policy Directive 09-06 (2009)

Assembly Bill (AB) 1581 (2007) provides direction that new actuated

traffic signal construction and modifications to existing traffic signals include the ability to detect bicycles and motorcycles. It also calls for the timing of actuated traffic signals to account for bicycles. In response to AB 1581, Caltrans has issued Traffic Operations Policy Directive 09-06 (2009), which has proposed modifications to Table 4D-105(D) of the California Manual on Uniform Traffic Control Devices. The California Traffic Control Devices Committee is considering the proposed modifications.

## **LOS ANGELES COUNTY METRO AND OTHER COUNTY PLANS AND POLICIES**

### **LA County Metro Bicycle Transportation Strategic Plan**

In 2006, the Los Angeles County Metropolitan Transportation Authority (Metro) released two documents relating to bicycle planning in the region: the Metro Bicycle Transportation Strategic Plan (BTSP) and Bicycle Transportation Account (BTA) Compliance Document. Both of these documents supplant prior countywide bicycle planning documents dating back to 1996. The Strategic Plan is intended to be used by local cities and Los Angeles County Transit agencies in setting bicycle-related priorities that lead to regional improvements. The document discusses the significance of bicycle usage with transit as a way of expanding mobility options within the region. The BTA document inventories and maps existing and planned facilities, and provides information regarding past expenditures by the 89 local jurisdictions within the county. The plan also includes: a listing of 167 “bike-transit hubs” in the county, procedures for evaluating access to transit, best-practices in a tool box of design measures, gaps in the regional bikeway network, and 12 prototypical “bike-transit hub” access plans in different areas of the county, including a sample bicycle access plan for Metrolink Stations. The Huntington Park Complete Streets Plan supports the goals of the BTSP and BTA by recommending bicycle access improvements to transit throughout Huntington Park, and by improving bicycle access within LA County generally and the Gateway Cities region specifically.

### **LA County Bicycle Master Plan**

The Los Angeles County Bicycle Master Plan was adopted by the Los Angeles County Board of Supervisors. The Plan was developed by the Los Angeles County Public Works Department and an appointed Bicycle Task Force. The Countywide Bicycle Plan identifies opportunities for off-street bicycle facilities, on-street bicycle facilities, and shared-use pathways in unincorporated areas of Los Angeles County, including those adjacent to the City of Huntington Park, including Class II



bike lanes on Florence Avenue and Slauson Avenue in the Florence-Firestone community west of Huntington Park.

### **LA County Metro Countywide Sustainability Planning Policy and Implementation Plan / Sustainable Communities Strategies**

In 2012, the Los Angeles County Metropolitan Transportation Authority (Metro) released their Countywide Sustainability Planning Policy & Implementation Plan as a complement to their previous efforts to improve air quality and increase the range of transportation choices available to residents in Los Angeles. The Policy aims to better integrate land-use and transportation planning in order to provide more mobility options and better access, as well as promote “green modes” of transportation including active transportation modes such as walking and bicycling. Metro’s Policy is superseded by the GCCOG’s sub-regional SCS, discussed below, but is relevant in understanding county-wide goals in order to align the proposed Complete Streets network in Huntington Park with the rest of Los Angeles County.

### **LA County Metro First Last Mile Strategic Plan**

The Los Angeles County Metropolitan Transportation Authority (Metro) released a draft of their First Last Mile Strategic Plan in late 2013. The goal of this document is to provide guidelines to improve access to transit across the county, and in doing so, maximize multi-modal benefits. The guidance in this document aligns with the GCCOG SCS, the SCAG RTP/SCS and the Metro Countywide Sustainability Planning Policy, described above. The First Last Mile Strategic Plan cites the existing conditions, both in terms of design and safety statistics, and introduces the concept of The Path, a proposed countywide transit access network, comprised of a series of active transportation improvements that extend to and from Metro Rail and Bus Rapid Transit (BRT) stations. The document also includes a step-by-step process for identifying a Path network for any given station area and a toolbox

of improvements that would help establish a Path network around the station. The Huntington Park Complete Streets Plan supports the goals of the First Last Mile Strategic Plan by recommending access improvements to transit throughout Huntington Park.

### **LA County Metro Congestion Management Program**

The LA County Metropolitan Transportation Authority (Metro) adopted the 2010 Congestion Management Program as the eighth update to a history of congestion management programs dating back to 1992. The 2010 CMP is a multimodal program, including strategies related to the freeways and streets, the transit network, transportation demand management, and land use. Jurisdictions are required to conform to the CMP in order to receive funding from the state gas tax, as allocated by Section 2105 of the California Streets and Highways Code.

## REGIONAL PLANS AND POLICIES

### **Southern California Association of Governments Regional Transportation Plan/Sustainable Communities Strategy**

In 2012, SCAG adopted the 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), which integrates the region's transportation and land use planning. The non-motorized transportation section provides information regarding existing mode split, bicyclist types, bicycle safety, the California Strategic Highway Safety Plan for bicyclists, and identifies implementation priorities for local jurisdictions. Of the \$524.7 billion transportation expenditures in the RTP, \$6.9 billion are allocated for non-motorized projects. Like the LA County Metro SCS discussed above, the SCAG SCS is superseded by the GCCOG sub-regional SCS but is relevant in understanding regional goals in order to align the proposed Complete Streets network in Huntington Park with the rest of the Southern California region.

### **LA River Ecosystem Restoration Integrated Feasibility Report**

The United States Army Corps of Engineers, in partnership with the City of Los Angeles, completed the Los Angeles River Ecosystem Restoration Integrated Feasibility Report in September 2013. The main objective of the Tentatively Selected Plan (TSP) and plan alternatives is restore approximately 11 miles of the Los Angeles River with a more natural habitat, reconnect existing tributaries and habitats, reestablishing the historic flood plain, and preserving existing levels of flood risk management. The document focuses on four action alternatives that have undergone detailed analysis and represent the options available for selection. The options vary in terms of investment and final implementation components. With portions of the LA River in the area having a designated bicycle path north and south of downtown Los Angeles, the selected alternative will help close the facility gap and improve bicycle accessibility and connectivity throughout the region.

## GATEWAY CITIES PLANS AND POLICIES

### **Gateway Cities Active Transportation Plan**

The Gateway Cities Council of Governments is developing an Active Transportation Plan (ATP). This Plan proposes an active transportation network connecting the cities that are part of the Gateway Cities Council of Governments, including the City of Huntington Park. For example, the Slauson Avenue, Gage Avenue, State Street, and Pacific Boulevard are all identified in the Gateway Cities ATP as regional bicycle facility ideas that go through Huntington Park, and some of these corridors have treatments proposed in the Huntington Park Complete Streets Plan. The Gateway Cities ATP also includes a discussion of support programs, pedestrian facilities, transit station area improvements (at selected stations), and funding for the proposed improvements.

### **Gateway Cities Sustainable Communities Strategy**

The Gateway Cities Council of Governments has chosen to develop a Sustainable Communities Strategy (SCS) rather than rely on a regional SCS developed by SCAG. Only one other SCAG subregion has decided to do this, out of 14 total subregions. SCAG's SCS (discussed below) is superseded by the GCCOG SCS. The GCCOG SCS is composed of five bundles of GHG reduction strategies, including:

- Transportation Strategies
- Transportation Demand Management Strategies
- Land Use Strategies
- Regional Transportation Projects, including Measure R-funded projects
- Interactive Effects Between Land Use and Regional Transit Projects

Some strategies have already been employed over the last decade; all will be implemented in the future to reduce subregional emissions from a 2005 benchmark to target levels by 2020 and 2035. GCCOG SCS strategies have been integrated with regional transportation projects included in the 2012 SCAG RTP for the GCCOG area. The

tailored, local nature of the Gateway Cities' SCS is projected to result in GHG reductions of 8.4 percent per capita by 2020 and 15 percent per capita by 2035, exceeding regional targets set by the California Air Resources Board. The Huntington Park Complete Streets Plan aligns with the goals of the Gateway Cities SCS by promoting zero-emissions transportation strategies, connecting to regional transportation projects included in the Gateway Cities ATP, and proposing policy changes which strengthen the City of Huntington Park's approach to transportation demand management.

### **Bicycle Plans from Adjacent Cities**

Several cities near Huntington Park have advanced active transportation planning by adopting plans that focus on the development of bicycle and pedestrian infrastructure, support facilities, public involvement, programs and practices, and potential funding sources. These cities include:

- City of South Gate Bicycle Transportation Plan
- Lynwood Bicycle and Pedestrian Transportation Plan
- City of Downey Bicycle Master Plan – in progress
- Paramount – in progress
- Bellflower – in progress

## **BEST PRACTICES**

This section identifies best practices from other agencies on policy, technical support project development, checklist examples, and funding. Each agency described has developed programs with attributes worth emulating that include developing additional technical resources, consolidating existing policies, or creating funding strategies that encourage Complete Streets policies. These practices provide a menu of options to evaluate when developing a local policy.

### **Policy**

The National Complete Streets Coalition, in collaboration with the American Planning Association, developed "Complete Streets: Best Policy and Implementation Practices." This publication provides case study examples of the best policy and implementation guidelines. It draws from 30 communities nationwide and provides a framework to build support, adopt a policy, and integrate Complete Streets concepts into plans, processes, and standards.

The Metropolitan Washington Council of Governments (MWCOG) developed the "Complete Streets Policy for the National Capital Region."<sup>1</sup> At the time of development, some MWCOG member agencies had existing Complete Streets policies and others did not, similar to the current state of the Los Angeles region. Thus, they prepared a consensus policy to have some common policy background between member agencies in MWCOG. In developing the Consensus Policy, they drew from highlights of existing policies. The MWCOG policy provides guidance and a template for member agencies to adopt their own Complete Streets policies.

Arlington County, Virginia developed a Form-Based Code to improve the quality of development along Columbia Pike, an historic thoroughfare connecting Washington, D.C. to the Arlington/Fairfax County line. Form-Based Zoning is developed such that planning controls are on building form, with broad parameters and flexibility

on specific building use. In doing so, the public space can be better shaped to meet the community's design principles and Complete Streets objectives, and as a result the "life" of a building can be extended and repurposed over and over. Since implementation, there have been several mixed-use redevelopment projects, including both improvements made by existing property owners and new developments by new owners. The County has also seen an uptick in development in the periphery of the Columbia Pike district due to support in the area for the form-based code. This uptick has improved the livelihood of the streets and the activity along the corridor.

The City of Redwood City, CA included Complete Streets section and a series of supporting policies within its 2010 General Plan. Instead of differentiating different roadways as arterials or collector streets, the City opted to develop a new set of street typologies based on the function and purpose of roadways, such as a transit street or bicycle boulevard. Additionally, the policies and implementation programs in the Circulation Element were updated to support Complete Streets values. The Redwood City Circulation Element also identifies several implementation actions regarding Complete Streets. These include hiring a Complete Streets Coordinator, implementing the new street standards, re-evaluating the existing Level of Service Policy and developing and adopting multi-modal LOS standards.

The City of Fort Collins, CO has been a frontrunner in implementing Multi-Modal Level of Service (MMLOS) standards. The City created MMLOS standards for its streets in the late 1990s and has continued to refine them since then. The standards consider both route characteristics and land use characteristics – high-priority land uses, such as schools, require higher pedestrian and bicycle LOS. MMLOS analysis is required in the City's transportation impact study guidelines for arterial improvements and all public and private development in

the City, connecting Complete Streets goals directly to development and infrastructure.

Several Minnesota cities have adopted Complete Streets policies or legislation surrounding livable streets. Furthermore, the State of Minnesota enacted a statewide Complete Streets policy, joining 13 other states with Complete Streets laws in place. The legislation defines livable streets, requires Minnesota Department of Transportation (Mn/DOT) to implement a statewide Complete Streets policy on state-aid streets, establishes stakeholder consultation proceedings, encourages local governments to adopt their own policies, and ensures that any local government seeking to implement a Complete Streets project may request a variance for this purpose. As part of the legislation, Mn/DOT has to report every one to two years on the implementation status of the Complete Streets policy, including identification of barriers and changes to the variance process, development of performance indicators, and identification of statutory recommendations.

### **Technical Support**

Broward County, Florida, developed the "Complete Streets Guidelines," which provides design guidance for Broward County.<sup>2</sup> This process was led by the Broward Regional Health Planning Council (BRHPC) as part of an award to help create healthier communities in Broward County. The County held several local outreach efforts, including Complete Streets workshops throughout the county, charrettes, and surveys, and have ongoing outreach efforts by email and phone. The resulting guidelines include an extensive chapter with prescriptive ways for agencies to reach out to public.

The Maricopa Association of Governments (MAG) developed the Complete Streets Guide in 2011 that provides its own design guidelines for member jurisdictions.<sup>3</sup> The guide features a unique

chapter on Design Techniques and Sample Outcomes that identifies how projects can be developed with regard to the existing land use context and character. Outcomes for different types of land use contexts are also provided to help right-size projects. Although MAG does not develop their own complete streets, they have a process for member jurisdictions to apply to MAG to obtain design assistance for complete streets projects.

The Regional Transportation Commission of Southern Nevada (RTC SNV) developed the “Complete Streets Design Guidelines for Livable Communities,” published in March 2013.<sup>4</sup> RTC SNV also held Complete Streets workshop for member agencies to attend.<sup>5</sup> The guidelines have a focus on public outreach, and provide sections for each mode of transportation. This document provides design guidance for the region, which includes Las Vegas, Boulder City, and other cities in Clark County. RTC SNV acknowledged that most local jurisdictions’ design guidelines and policies are geared toward motor vehicle travel. The document focuses on how to implement Complete Streets at a local level, by providing a template and model manual that can be adopted to replace existing design manuals. It focuses on designing streets for health, safety, livability, and sustainability, and provides policies for Southern Nevada that align with the ten elements for Complete Streets, noted earlier. The document provides benchmarks and performance measures. The guidelines include traveled way design, intersection design, pedestrian access and crossings, bikeway design, transit accommodations, traffic calming, and streetscape ecosystem. The publication also includes information on land use and transportation integration, livable streets in suburban environments, and community engagement.

The Association of Monterey Bay Area Governments developed the Complete Streets Guidebook in August 2013, which also functions as a

design guide.<sup>6</sup> The guidebook provides guidance on how communities can meet requirements of the Complete Streets Act (AB 1358) by incorporating complete streets policies into their general plans. It contains a unique Complete Streets action plan for coordinating intra-agency tasks and context-sensitive Complete Streets types.

## **Project Development**

The Washoe County Regional Transportation Commission established the Pavement Preservation Program in 2004.<sup>7</sup> This was conducted in conjunction with member agencies, such as the public works departments of Reno, Sparks, and Washoe County. They also partnered with a local university to do in-depth studies of road conversion projects in conjunction with this project. The purpose of the program is to maintain roads in good condition and minimize long term costs, which can be done by applying the most cost effective treatments to the right pavements at the right times. RTC funds tactical roadway preservation programs while the local governments provide preservation services for non-regional roadways; they maintain data on index ratings for each regional road to assist in project selection. The program strategy relies on preventative and corrective maintenance methods to maintain roadways in good condition. Through the program, RTC has narrowed travel lanes, added bicycle lanes, and – in some cases – eliminated travel lanes. The desired effects of the program are to slow traffic to designated posted speed, reduce vehicular collisions, and provided space for non-auto users. The RTC has found that crash reductions have ranged between 25 to 45 percent.

## **Checklists**

The Mid-Ohio Regional Planning Commission, which serves the Columbus, Ohio region, developed a Regional Complete Streets policy for its member agencies. One feature of the policy is that it

is accompanied by a checklist, which was developed to assist project sponsors in defining and designing their projects in adherence to the policy.<sup>8</sup> The checklist includes explaining existing conditions, such as routine accommodations, and how a project will improve pedestrian and bicycle safety. The checklist is a combination of narrative and “check off” items, with the applicant providing information including whether design guidance and interjurisdictional consultation has been completed. The checklist also provides information on how to conduct public outreach.<sup>9</sup>

The San Francisco Bay Area’s Metropolitan Transportation Commission (MTC) provides a checklist for livable streets projects. The checklist includes policies for routine accommodation, and provides those applying for regional funding for transportation projects the opportunity to identify trip generators near the project site for attracting bicyclists and pedestrians. The checklist also asks the applicant to supply collision information, identify local plans and policies, and note whether there are additional alternative mode accommodations.<sup>10</sup>

### **Funding and Project Selection**

The MTC OneBayArea grant program provides funding to local agencies to support the region’s Sustainable Communities Strategy.<sup>11</sup> To be eligible for funds, jurisdictions need to address complete streets policies by either adopting a Complete Streets resolution or having a General Plan that is compliant with the California Complete Streets Act. This funding requirement is one of the more aggressive approaches to encourage member jurisdictions to develop and adopt policies.<sup>12</sup>

The Nashville Area MPO and the Mid-American Regional Council (MARC) have similar mechanisms for project selection and funding. The Nashville Area MPO adopted its 2035 Regional Transportation

Plan in 2010.<sup>13</sup> The guiding principles for the plan include: livability, prosperity, sustainability, and diversity with an emphasis on public health and equity. The scoring system used to prioritize projects in the plan dedicates 50 percent of the available points to quality of life, accessibility, health, and safety.<sup>14</sup> The plan has also incorporated regional health impact assessments on transportation as part of the project selection process and criteria.

MARC is the regional planning organization for the bi-state Kansas City region. Like the Nashville area, MARC drew heavily on its member agencies’ comprehensive and adopted plans in developing project selection criteria, and developed a focus on healthy living and economic activity. Similar to the Nashville Area MPO, MARC developed a 100-point scoring system to prioritize projects.<sup>15</sup> The result of the prioritization process was to refocus 75 percent of its financially constrained projects to support higher-intensity lane use in regional activity centers.

Boulder, CO allocates most of its Capital Improvement Program budget for transportation towards alternative transportation modes – 63% of investment is allocated for bicycle and pedestrian improvements, and 11% is allocated for transit improvements. The City is a leader among cities dedicated to open government and transparency around city expenditures. Specifically for transportation funding, they developed a reporting approach based on direct input from stakeholder groups including bicycle activists, the University of Colorado, and environmental groups, in addition to an advisory board and city staff. The 2008 Transportation Master Plan included three future networks, based on current funding availability, the action plan, and the vision plan for the area. The 2008 plan included a plan for Complete Streets investments that totaled \$115.8 million.



In Washington, D.C., the Great Streets Initiative is a multi-agency effort between the Deputy Mayor for Planning & Economic Development, the Department of Transportation, and the Office of Planning, and is strongly geared towards economic development. The District identified nine underdeveloped corridors for the Great Streets Initiative, which includes improvements similar to Complete Streets improvements. In each corridor, the District is using tax increment financing to support grants for small businesses. The grant funding will provide storefront improvements and help to redevelop underutilized corridors into thriving environments.

The City of Austin, TX has been funding part of its Great Streets Initiative through a public/private partnership. Their Great Streets Development Program includes a mechanism for financial assistance to private developers to implement streetscape standards that go beyond the City's minimum requirements, through reimbursement. The funding for the reimbursement program comes from the Great Streets Parking Meter fund, which sets aside 30% of parking revenues collected within the program's boundaries to implement these standards.

### **Reporting and Monitoring**

The Seattle Department of Transportation provides a progress report of its work over a two-year period, called the "Transportation Action Agenda." Within this report, the agency identifies new projects, recent accomplishments, and project highlights. They also present a summary of transportation work, such as the number of miles of new bicycle lanes, number of potholes filled, and bridge repairs completed. They identify the projects that were funded using the "Bridging the Gap" levy revenues, a program designed to provide the capital necessary for ongoing operations and maintenance for the department. The entire report is written for the average resident, with

accessible language, concise tables, and a depth of information that informs users without overburdening them with data.<sup>16</sup>

The City of Billings, Montana prepared a Complete Streets Benchmark Report in 2013 to address Complete Streets performance measures and benchmarking for the city. The report is designed attractively with infographics and charts to display information, such as changes in pedestrian counts, the addition of bicycle lane miles, and major roadway projects completed. One highlight of the Billings report is that they provide charts illustrating year over year changes, and summarize the projects' compliance with Complete Streets.<sup>17</sup>

New York City maintains a website, [sustainablestreets.info](http://sustainablestreets.info), which maps sustainable streets projects in an interactive manner. By visiting the site, users can view Complete Streets projects by year and type, as well as streetscape and safety improvements.<sup>18</sup> The City has also prepared a summary document presenting accomplishments and benchmarks for sustainable streets projects.

### **Design Innovation**

Charlotte, NC developed a new street classification system, as an overlay to federal classifications as part of its 2006 Transportation Action Plan (TAP). This work was predominantly developed by the Charlotte Department of Transportation (CDOT) as a change in its approach to streets, to create a street network designed for people using various modes of transportation. The Urban Street Design Guidelines (USDG), an outcome of the TAP, was developed through stakeholder outreach with city staff taking primary ownership of the project. CDOT classified a network of streets in the urban core under five typologies: main streets, avenues, boulevard, parkways, and local streets. The new street types fall along a continuum, with some being more oriented towards pedestrians and others to vehicles. Sample

cross-sections for each type are illustrated in the design guidelines. Rather than showing right-of-way widths or standard drawings, the cross-sections display different public realms: pedestrian zones, green zones, motorist zones and the like.

New York City has adopted an innovative program with the City's Plaza Program, which converts underutilized rights-of-way into thriving public space. This includes expanding a median refuge island to accommodate street furniture or a pocket park, reducing a lane of traffic, or removing a cut-through turn lane to develop more public space. The Plaza Program seeks to develop open space for all residents within a 10-minute walking radius. Priority areas include neighborhoods lacking open space and lower income areas. Plazas are developed through public-private partnerships between the City's Department of Transportation and local non-profit organizations, Business Improvement Districts, or community redevelopment organizations. The DOT uses designers to create the plaza concept, which is then discussed at community outreach meetings. In many cases, the initial plaza is temporary, consisting of paint on the pavement, bollards, and street furniture. The use of the plaza and the effects on traffic are then monitored, with new traffic and pedestrian counts collected, to determine whether it should be considered for permanent installation. This is an example of a public-private partnership that is relatively quick and inexpensive to implement, but improves the space for all modes of transportation users.

### **Maintenance and Operations**

Beginning in 2006, Seattle, WA has been leveraging a \$365 million, nine-year, transportation levy (Bridging the Gap) to implement Complete Streets. The tax levy was approved to reduce the backlog of transportation projects. With the program, all CIP projects have to undergo Complete Streets review including review by bicycle and

pedestrian program staff, to see if there is right-of-way available for non-motorized transportation improvements. With this program in place, planning for projects begins nine years before implementation, which allows SDOT staff to prioritize the projects being planned and allowing adjacent projects to be grouped together to decrease cost and increase efficiency. In the 2010 annual report, the City included accomplishments such as installing pedestrian countdown signals, building new sidewalk block faces, remarking crosswalks, striping and restriping bicycle lanes and sharrows, and building and improving bicycle trails.

Denver, CO has a comprehensive approach to Livable Streets that considers input from all City departments in roadway changes. Denver's effort established a framework to include department heads from the Office of Economic Development, Parks and Recreation, Public Works, Development Services, and Community Planning & Development. The project also considered the multiple interests and departmental responsibilities for the various elements of the street, with special focus on the maintenance and operations process responsibilities and needs. The City established a new process to include review by staff in the Public Works Planning group for all repaving and restriping projects. This coordinated interdepartmental approach ensures that an opportunity for a multi-modal facility is not overlooked during roadway reconstruction. In addition, the Livable Streets process has resulted in a comprehensive Complete Streets policy.

In San Francisco, CA, the Better Streets Plan provides design guidance and outlines both challenges and solutions. Beyond standard components of a complete streets document, the City provides an organization matrix of what department is responsible for a given element of the complete streets work and the design process. In their Better Streets Plan, the City addresses the challenge to efficient



design, including financing and shared responsibilities for a single streetscape project across several departments. The Plan addresses how to coordinate securing full funding for a project and identifies a framework and process for implementing complete streets. By explicitly stating the responsibilities of each department in the process, while also coordinating the implementation, the Plan provides a more streamlined and efficient means to develop and maintain complete streets.

---

#### END NOTES

1. Metropolitan Washington Council of Governments (2012). "Complete Streets Policy for the National Capital Region." Available at: <http://www.mwcog.org/uploads/committee-documents/mV1dXl9e20120510092939.pdf>
2. Broward County. Broward Complete Streets Guidelines. Available at: <http://dl.dropboxusercontent.com/u/29194392/Broward%20Complete%20Streets%20Guidelines%20-%20Complete.pdf>
3. Maricopa Association of Governments (2011). "Complete Streets Guide." Available at: [http://www.azmag.gov/Documents/BaP\\_2011-01-25\\_MAG-Complete-Streets-Guide-December-2010.pdf](http://www.azmag.gov/Documents/BaP_2011-01-25_MAG-Complete-Streets-Guide-December-2010.pdf)
4. Regional Transportation Commission of Southern Nevada. "Complete Streets Design Guidelines for Livable Communities." March 2013. Available at: <http://www.rtcnv.com/wp-content/uploads/2013/03/Complete-Streets-Design-Guidelines-for-Livable-Communities.pdf>
5. Conversation with Stefanie Seskin, NCSC, 12/12/13
6. Association of Monterey Bay Area Governments (2013). "Complete Streets Guidebook." Available at: <http://sccrtc.org/wp-content/uploads/2013/08/final-2013-complete-streets-guidebook.pdf>
7. Washoe County Regional Transportation Commission. "Regional Preventative Maintenance Program." April 2004. Available at: <http://www.rtcwashoe.com/shfunding/documents/Reg%20Prev%20Maint%20Manual%20April%202004.pdf>
8. Mid-Ohio Regional Planning Commission. "Complete Streets Checklist for Project Sponsors." Available at: <http://www.smartgrowthamerica.org/documents/cs/impl/oh-morpc-checklist.pdf>
9. *ibid.*
10. Metropolitan Transportation Commission. Routine Accommodation Checklist. [http://www.mtc.ca.gov/planning/bicyclespedestrians/Routine\\_Accommodation\\_checklist\\_FINAL.pdf](http://www.mtc.ca.gov/planning/bicyclespedestrians/Routine_Accommodation_checklist_FINAL.pdf)
11. Metropolitan Transportation Commission. OneBayArea Program Information. Available at: <http://www.mtc.ca.gov/funding/onebayarea/>
12. Metropolitan Transportation Commission. "Resolution No. 4035, Revised." OneBayArea Grant

Programming Policies, Page 11. Available at: [http://www.mtc.ca.gov/funding/onebayarea/RES-4035\\_approved.pdf](http://www.mtc.ca.gov/funding/onebayarea/RES-4035_approved.pdf)

13. Nashville MPO. 2035 Regional Plan. Available at: [http://www.nashvillempo.org/plans\\_programs/rtp/2035\\_rtp.aspx](http://www.nashvillempo.org/plans_programs/rtp/2035_rtp.aspx)

14. Federal Highway Administration. "Kansas City, MO-KS and Nashville, NT – Incorporating Livability into the Metropolitan Planning Organization Project Prioritization Process" FHWA's Livable Communities Case Study Series. Available at: [http://www.fhwa.dot.gov/livability/case\\_studies/kansas/kansascitynashville.pdf](http://www.fhwa.dot.gov/livability/case_studies/kansas/kansascitynashville.pdf)

15. Mid-American Regional Council (2010). "Appendix C: Project Solicitation & Evaluation." Transportation Outlook 2040. Available at: [http://www.to2040.org/assets/plan/AppendixC\\_ProjectSolicitationEvaluation.pdf](http://www.to2040.org/assets/plan/AppendixC_ProjectSolicitationEvaluation.pdf)

16. Seattle Department of Transportation (2013). Action Agenda: 2013 Progress Report. Available at: [http://www.seattle.gov/transportation/docs/SDOTActionAgendaProgRep\\_2013-01.pdf](http://www.seattle.gov/transportation/docs/SDOTActionAgendaProgRep_2013-01.pdf)

17. City of Billings (2013). Complete Streets Benchmark Report. Available at: [http://www.healthybydesignyellowstone.org/wp-content/uploads/REPORT\\_BillingsCSBenchmarkRprt\\_2013.08.08\\_FINAL.pdf](http://www.healthybydesignyellowstone.org/wp-content/uploads/REPORT_BillingsCSBenchmarkRprt_2013.08.08_FINAL.pdf)

18. City of New York (2013). Sustainable Streets: 2013 and Beyond. Available at: [www.sustainablestreets.info](http://www.sustainablestreets.info)

This page is intentionally blank.

This page is intentionally blank.



## ITEM 3



# CITY OF HUNTINGTON PARK

Human Resources Department  
City Council Agenda Report

December 16, 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 APPROVAL OF A RESOLUTION APPROVING NEW SALARY RANGE FOR THE EXISTING POSITION OF RISK MANAGER AND APPROVING REVISED CLASS SPECIFICATIONS FOR THE POSITIONS OF POLICE OFFICER TRAINEE, POLICE CORPORAL, AND POLICE SERGEANT**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Adopt a Resolution of the City Council of the City of Huntington Park Approving New Salary Range for Existing Position of Risk Manager and Revised Class Specifications for the Positions of Police Officer Trainer, Police Corporal, and Police Sergeant.

**BACKGROUND**

Based upon the current needs of the City and the adopted budget for Fiscal Year 2024-2025, a review of salaries for all City positions determined that a Salary Range was never established for the position of Risk Manager/Records Manager, which was approved by the City Council October 7, 1996. As such, a Salary Range has been established. A copy of the Class Specification for the Risk Manager/Records Manager is attached to Resolution No. 2024-XX as Exhibit A.

Additionally, to assist the Police Department in recruiting various positions, the Class Specifications for the Police Officer Trainee, Police Corporal, and Police Sergeant positions were revised and presented to the Civil Service Commission for review on December 11, 2024. Each of these revised Class Specifications were unanimously approved by the Civil Service Commission and copies are attached to Resolution No. 2024-XX as Exhibits B, C and D.

**CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING NEW SALARY RANGE FOR THE EXISTING POSITION OF RISK MANAGER AND APPROVING REVISED CLASS SPECIFICATIONS FOR THE POSITIONS OF POLICE OFFICER TRAINEE, POLICE CORPORAL, AND POLICE SERGEANT**

December 16, 2024

Page 2 of 2

**FISCAL IMPACT/FINANCING**

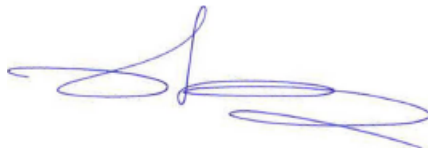
The salary range for the Risk Manager/Records Manager position is \$8,363 to \$10,266 per month (Salary Grid Number 299). The salary and benefits for this position are included in the Fiscal Year 2024-2025 Human Resources Department Operating Budget.

**CONCLUSION**

Upon adoption of this resolution, the new Salary Range will be applied to the Risk Manager/Records Manager position.

Additionally, the three (3) revised Class Specifications will be used for future recruitments by the Police Department.

Respectfully submitted,



RICARDO REYES  
City Manager

BRYCE M. TYLER  
Human Resources Department

**ATTACHMENT(S)**

A. Resolution approving New Class Specifications for the Positions of Purchasing Agent and Human Resources Manager.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

## 2

3  
4  
5  
6  
7

8  
9  
1011  
1213  
1415  
16

- 16  
17  
18  
19  
20

21

22  
23

24

25

26  
27

28



**EXHIBIT**

**A**

# CITY OF HUNTINGTON PARK

## Class Specification

### RISK MANAGER/RECORDS MANAGER

Service: Exempt

Approved by Commission: 09/17/96

Approved by Council: 10/7/96

Resolution Number: 96-68

#### DEFINITION:

Under administrative direction, to administer, organize, coordinate, and implement the City's Liability Risk Management program and Records Management program; administers the loss control program and the City's safety committee; litigation management, employee safety management program, and property program; assures full and ready access to the records and directs the City's microfilm program; performs related duties as required.

#### EXAMPLE OF DUTIES:

Receive, process, coordinate and administer claims, lawsuits, and subpoenas served upon the City with the City Council, Third Party Administrator and City Attorney; represents the City in various organizations; makes recommendations regarding claims settlement and the advisability of pursuing litigation on unsettled claims; supervises, trains and evaluates assigned personnel; assists in the development of the Risk Management budget; acts as chairperson for the City's Safety Committee; license and insures all City vehicles and equipment; issues billing for City property damage and represents City in Small Claims Court; supervises the Records Management of records for all departments of the City to meet all governmental requirements; assists the public and staff by providing information and research assistance; and performs other related duties as assigned.

#### MINIMUM QUALIFICATIONS:

##### Education and Experience:

Any combination of education and experience equivalent to a Bachelor's degree with at least three (3) years increasingly responsible experience in risk management, loss prevention, municipal insurance administration, and administrative experience. Certified Municipal Clerk highly desirable.

##### Knowledge, Skills, and Abilities:

Knowledge of the principles and methods of public administration; knowledge of the organization, functions, and problems of municipal government; knowledge of the principles and methods loss control and self-insurance programs; claims administration and adjustment methods and; records management and file systems, manual and computerized; applicable federal, state, and municipal laws and procedures; political reform requirements; ability to analyze difficult administrative problems and to develop and present sound conclusions and recommendations; ability to speak and write effectively; ability to establish and maintain effective working relationship with others; ability to prepare written reports.

##### License:

A valid California driver's license is required.

**EXHIBIT**

**B**

# CITY OF HUNTINGTON PARK

## CLASS SPECIFICATION

### POLICE OFFICER TRAINEE

Civil Service Status:	Exempt	Bargaining Unit: Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council: TBD
Classification Series:	Police/Non-Sworn	Resolution No.: TBD
FLSA Status:	Non-Exempt	

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in this class. Specifications are **not** intended to reflect all duties performed within the job.*

#### **DEFINITION**

Under immediate supervision this entry level non-sworn, non-peace officer, uniformed position participates in pre-academy, police officer training academy certified by the California Commission on Peace Officers Standards and Training (P.O.S.T.) and receives training required to become a police officer; to participate in police departmental training activities; and to do related work as required.

#### **EXAMPLE OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- The Police Officer Trainee is a non-sworn non-safety employee who attends a P.O.S.T. certified police academy to develop knowledge and skill to become a Police Officer with the City of Huntington Park.
- Upon successful completion of all training, Police Officer Trainees will be eligible for consideration for appointment to a sworn Police Officer position.
- Police Officer Trainees who do not successfully complete all the training will be automatically terminated from employment with the City without the right of appeal of the termination.
- Assumes responsibility for ensuring the duties of the position, that they are performed in a safe, and efficient manner.
- Performs related duties as assigned or as the situation requires.

#### **MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time to successfully perform the assigned duties.*

##### **Knowledge of**

- Good customer service practices.

##### **Skills**

- Possess skills to word process general correspondence, spread sheets, and reports using a personal computer and software application.

##### **Ability to**

- Complete all training requirements to be eligible for consideration for appointment to a sworn Police Officer position.

**Education and Experience Guidelines** – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

# **CITY OF HUNTINGTON PARK**

## **CLASS SPECIFICATION**

### **POLICE OFFICER TRAINEE**

Civil Service Status:	Exempt	Bargaining Unit: Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council: TBD
Classification Series:	Police/Non-Sworn	Resolution No.: TBD
FLSA Status:	Non-Exempt	

#### **Education/Training**

- Graduation from high school or attainment of GED (General Education Degree) or CHSPE (California High School Proficiency Examination)
- Graduation from a POST approved California Law Enforcement Training Academy

#### **Age**

- Must be 21 years of age at time of hire (sworn police positions only);

#### **Citizenship**

- Must be a United States citizen or a permanent resident alien who has applied for citizenship at least one (1) year before employment application.

#### **License or Certificate**

- A valid California Class C Driver's License and a satisfactory driving record.

#### **Special Requirements**

- Failure to successfully complete the Police Academy, background check, medical, polygraph, psychological examinations and drug screening will result in termination of employment with the City of Huntington Park.
- Requires wearing uniforms.

#### **Physical Requirements**

- Must meet approved physical and pre-placement medical standards for the position.
- Must have no less than 20-70 uncorrected vision or 20-20 corrected vision and normal color vision and depth perception.
- Must have normal hearing.
- A test of physical strength and agility may be required.

#### **Bilingual Pay**

- Employees who qualify and are certified to speak Spanish may be eligible to receive bilingual pay.

**EXHIBIT**

**C**

# CITY OF HUNTINGTON PARK

## CLASS SPECIFICATION

### POLICE CORPORAL

Civil Service Status:	Competitive	Bargaining Unit:	Police Officers' Association
Probationary Period:	Promotional/ Six (6) months	Approved by City Council:	TBD
Classification Series:	Police - Sworn	Resolution No.:	TBD
FLSA Status:	Non-Exempt		

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in this class. Specifications are **not** intended to reflect all duties performed within the job.*

#### **DEFINITION**

Under direction and supervision of the Police Sergeant or the Police Management, this Senior Police Officer position patrols an assigned beat area in the maintenance of order, enforcement of laws and ordinances, prevention of crime, and the protection of life and property; conducts criminal, traffic accident, and other investigations or other related work as required

#### **EXAMPLE OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Perform same or similar duties as required to be performed by a Police Officer.
- In the absence of the sergeant or as directed, acts as supervisor and lead officer to subordinate police personnel.
- Police Corporal may be assigned to patrol duties, investigations, field training officer, motorcycle patrol, traffic officer, desk officer, radio communications dispatch duties, jail, records, property evidence, air support, special enforcement response team, crisis negotiations team, bike team, administration, and other related duties as required.
- Uses sound judgment when making decisions and provides support to subordinates and superiors as required.
- Strives to keep abreast of new strategies, tactics, procedures, programs and technologies in law enforcement.
- Disseminates information in an instructor mode to subordinates when necessary or when directed.
- Ensures proper safety practices are followed by subordinates.
- Is responsible for assisting in auditing both the activities of subordinate personnel and the condition of their issued supplies and equipment.
- Participates as a field training officer and acts as a mentor to newly hired employees.
- Identifies problems which may meet the criteria of opening a problem-oriented policing project in a specific location in the City and facilitates successful closure.
- Directs traffic, administers first aid and CPR.
- Assists the public and takes appropriate action when responding to calls for service.
- Assumes responsibility for ensuring the duties of the position that they are performed in a safe, and efficient manner.
- Performs related duties as assigned or as the situation requires.

# CITY OF HUNTINGTON PARK

## CLASS SPECIFICATION

### POLICE CORPORAL

Civil Service Status:	Competitive	Bargaining Unit:	Police Officers' Association
Probationary Period:	Promotional/ Six (6) months	Approved by City Council:	TBD
Classification Series:	Police - Sworn	Resolution No.:	TBD
FLSA Status:	Non-Exempt		

#### **MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time to successfully perform the assigned duties.*

#### **Knowledge of**

- Good customer service practices

#### **Skills**

- Possess skills to word process general correspondence, spread sheets, and reports using a personal computer and software application.
- Meet the minimum Police Department standards for firearm proficiency.

#### **Ability to:**

- Read, understand, and explain technical material consisting of laws, regulations, and departmental policies concerning the protection of life and property and the maintenance of law and order.
- Analyze situations and adopt effective courses of action, giving due regard to surrounding hazards and circumstances.
- Understand oral and written directions.
- Prepare accurate and factual reports in a clear, legible, and precise manner.
- Maintain cooperative relationships with fellow employees and the public.
- Physical endurance and agility.
- A willingness to remain available for calls and report for duty in any emergency and to work under close supervision.
- Understand and interpret provisions of the municipal code, MOU's Administrative Policies and Departmental Rules and other City Policies related to job duties.
- Review and evaluate employees' job performance.
- Effectively supervise subordinates and provide leadership.
- Foster a teamwork environment.
- Plan, organize and prioritize progress.
- Lead, coach, instruct and motivate employees.
- Provide work instructions.
- Willingness to initiate, recommend and carry out personnel actions as required.
- Organize, assign, schedule and delegate workload among employees.
- Speak before groups of people.
- Effectively manage workplace diversity issues in a diverse organization.
- Work necessary hours and times to accomplish goals, objectives and required tasks.
- Effectively communicate both orally and in writing.
- Deal with all levels of employees and the public.
- Initiate and accomplish work in a timely manner.



# CITY OF HUNTINGTON PARK

## CLASS SPECIFICATION

### POLICE CORPORAL

Civil Service Status:	Competitive	Bargaining Unit:	Police Officers' Association
Probationary Period:	Promotional/ Six (6) months	Approved by City Council:	TBD
Classification Series:	Police - Sworn	Resolution No.:	TBD
FLSA Status:	Non-Exempt		

(Continued)

- Assume responsibility for providing effective customer service.
- Effectively handle stressful situations.
- Work overtime as requested.
- Handle confidential information with discretion.
- Assume responsibility for maintaining a safe working environment.
- Establish smooth working relationships and resolve interpersonal conflicts.
- Develop necessary skills from on-the-job training and meet the standards of performance or higher for the classification.

**Education and Experience Guidelines** – Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### **Education/Training:**

- Graduation from high school or attainment of GED (General Education Degree) or CHSPE (California High School Proficiency Examination) A P.O.S.T. Intermediate Certificate or thirty (30) accredited college semester units; or fifteen (15) accredited semester units plus experience equivalent to thirty (30) units (one (1) full year of service is equivalent to three (3) units)

#### **Experience:**

- A total of four (4) years experience as a sworn California police officer of which at least two years as a Huntington Park Police Officer, just prior to testing.

#### **License or Certificate:**

- A valid California Class C Driver's License and a satisfactory driving record.

#### **Special Requirements:**

- Requires wearing uniforms.

#### **Physical Requirements:**

- Must meet approved physical and pre-placement medical standards for the position.

#### **Bilingual Pay:**

- Employees who qualify and are certified to speak Spanish may be eligible to receive bilingual pay.

**EXHIBIT**

**D**

# CITY OF HUNTINGTON PARK

## CLASS SPECIFICATION

### POLICE SERGEANT

Civil Service Status	Competitive	Bargaining Unit:	Police Officers' Association
Probationary Period	Promo–6mos/Competitive–12mos	Approved by City Council:	TBD
Classification Series:	Police-Sworn	Resolution No.:	TBD
FLSA Status:	Non-Exempt		

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in this class. Specifications are **not** intended to reflect all duties performed within the job.*

#### **DEFINITION**

Under the direct supervision of the Police Management, this supervising position participates in various types and combinations of law enforcement activities, including patrol, preliminary investigations, traffic, and technical services, and performs other related work as required.

#### **EXAMPLE OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Performs same or similar duties as required to be performed by a Senior Police Officer.
- Supervises police officers, senior police officers, and civilian employees in a variety of assignments.
- Ensures police activities and investigations are conducted in conformance with department rules and regulations.
- Assigns and deploys police employees according to the needs of the community based on direction from staff and analysis of workload requirements.
- Uses sound judgment and makes best use of subordinates and employee skills when assigning duties.
- Reviews the quality and efficiency of work completed by subordinates while commensurately providing compliance checks on the work performed.
- Offers clear expectations to subordinates verbally and in writing to establish a baseline for communication of department standards.
- Keeps subordinates and superiors adequately informed of matters which affect their work, behavior, and morale.
- Maintains control over equipment, supplies, and materials utilized in the workplace. Identifies methods of streamlining or improving operational methods and tactics and makes proposals for change.
- Completes and maintains thorough and accurate records and prepares reports as necessary.
- Strives to keep abreast of new strategies, tactics, procedures, programs and technologies in law enforcement.
- Disseminates information in an instructor mode to subordinates on a regular basis and ensures proper safety practices are followed.
- Accepts, investigates and evaluates complaints of police misconduct generated from the public or within the department.
- Assumes responsibilities for ensuring the duties of the position are performed in a safe, efficient manner.
- Performs other related duties as assigned or as situation dictates.

#### **MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time to successfully perform the assigned duties.*

##### **Knowledge of**

- A thorough knowledge of the organization, operation, rules and regulations of the Police Department.
- Principles of police science and administration, including patrol and crime prevention.
- Criminal investigation, the rules of evidence and laws of arrest, court procedures.
- Firearms, ammunition and special equipment normally used in law enforcement activities are required.

# CITY OF HUNTINGTON PARK

## CLASS SPECIFICATION

### POLICE SERGEANT

Civil Service Status	Competitive	Bargaining Unit:	Police Officers' Association
Probationary Period	Promo–6mos/Competitive–12mos	Approved by City Council:	TBD
Classification Series:	Police-Sworn	Resolution No.:	TBD
FLSA Status:	Non-Exempt		

#### Skills

- Skill in applying common sense and logic in decision making.
- Possess skills to word process general correspondence, spreadsheets and reports using a personal computer and word processing software application.
- Meet the minimum Police Department standards for firearm proficiency.

#### Ability to

- Analyze the situation and adopt quick, effective and reasonable courses of action.
- Train, instruct and advise subordinate employees in any phases of law enforcement and police procedures.
- Assemble, analyze and evaluate facts and evidence and draw sound conclusions.
- Obtain valid information by interrogation.
- Write clear, precise, legible and accurate reports.
- Handle confidential information with discretion.
- Communicate effectively orally and in writing.
- Effectively handle stressful situations.
- Assume responsibility to maintain a safe working environment.
- Establish smooth working relationships and resolve interpersonal conflicts.
- Work overtime as requested.
- Understand and interpret provisions of the municipal code, MOU's, Administrative Policies and Departmental Rules and other City Policies related to their respective job duties.
- Review and evaluate employee's job performance.
- Effectively supervise subordinates.
- Foster a teamwork environment.
- Plan, organize and prioritize progress.
- Lead, coach, instruct and motivate employees.
- Provide leadership.
- Provide work instructions.
- Willingness to initiate, recommend and carry out personnel actions as required.
- Organize, assign, schedule and delegate workload among employees
- Speak before groups of people.
- Effectively manage workplace diversity issues in a diverse organization.
- Work necessary hours and times to accomplish goals, objectives and required tasks.
- Effectively communicate both orally and in writing.
- Deal with all levels of employees and the public.
- Initiate and accomplish work in a timely manner.
- Assume responsibility for providing effective customer service.
- Develop necessary skills from on-the-job training and meet the standards of performance or higher for the classification by the end of the probationary period.

# CITY OF HUNTINGTON PARK

## CLASS SPECIFICATION

### POLICE SERGEANT

Civil Service Status	Competitive	Bargaining Unit:	Police Officers' Association
Probationary Period	Promo–6mos/Competitive–12mos	Approved by City Council:	TBD
Classification Series:	Police-Sworn	Resolution No.:	TBD
FLSA Status:	Non-Exempt		

**Education and Experience Guidelines** – Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### **Education/Training**

- Graduation from high school or attainment of GED (General Education Degree) or CHSPE (California High School Proficiency Examination);
- P.O.S.T. Intermediate Certificate and thirty (30) accredited college/university semester units; or
- Fifteen (15) accredited college/university semester units plus experience equivalent to 30 college/university units (one full year of service is equivalent to three units) and,

#### **Experience**

One of the following options must be possessed by the candidate/incumbent:

- Option #1 – A total of four (4) years experience as a Huntington Park Police Officer, of which two (2) years were served as a Huntington Park Police Corporal.
- Option #2 – A total of eight (8) years experience as a full-time police officer.

#### **License**

- A valid California Class C Driver's License and a satisfactory driving record.

#### **Special Requirements**

- Requires wearing uniforms.

#### **Physical Requirements**

- Must meet approved pre-placement, physical and medical standards for this position.

#### **Bilingual Pay**

- Employees who qualify and are certified to speak Spanish may be eligible to receive bilingual pay.

## ITEM 4



# CITY OF HUNTINGTON PARK

Human Resources Department  
City Council Agenda Report

December 16, 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 APPROVAL OF A RESOLUTION ADOPTING A NEW MEMORANDUM OF UNDERSTANDING (MOU) WITH THE HUNTINGTON PARK POLICE OFFICERS ASSOCIATION (POA)**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the New Memorandum of Understanding (MOU) for the period July 1, 2024, through June 30, 2029, with the Huntington Park Police Officers Association (POA); and
2. Adopt Resolution No. 2024-XX approving and adopting a New Memorandum of Understanding (MOU) with the Huntington Park Police Officers Association; and
3. Approve additional budget appropriation to offset the balance needed for Fiscal Year (FY) 2024-2025 payroll expenditures.

### **BACKGROUND**

The City Council authorized the City Manager to open negotiations on a new Memorandum of Understanding (MOU) with the Police Officers Association (POA) as the previous MOU expired June 30, 2024. On November 13, 2024, the City's negotiating team and the POA's negotiating team reached a tentative agreement on the proposed changes within the new MOU.

If approved by the City Council, the proposed MOU would be in effect from July 1, 2024, through June 30, 2029. Upon adoption, provisions outlined would be implemented and changes enumerated in the MOU relating to wages, hours, benefits and other terms and conditions of employment for unit employees represented by the Police Officers Association would be enacted.

**CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING A NEW  
MEMORANDUM OF UNDERSTANDING (MOU) WITH THE HUNTINGTON PARK  
POLICE OFFICERS ASSOCIATION (POA)**

December 16, 2024

Page 2 of 3

The City Manager and POA believe this MOU is fair to the much appreciated and valued employees that serve the City's residents while being mindful of the City's current budget realities.

**FISCAL IMPACT/FINANCING**

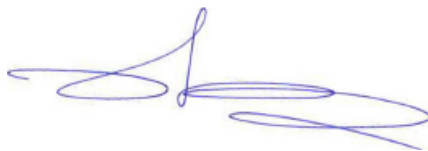
The new MOU calls for a 10% base salary increase effective July 1, 2024 (including retroactive pay), a 3% base salary increase effective July 1, 2025, and July 1, 2026, and a 4% base salary increase effective July 1, 2027, and July 1, 2028. The MOU also adds additional allowances for uniforms and an increase in Longevity Pay for POA members who hold the job classification of Police Officer. Lastly, the MOU also calls for other non-monetary language clean-ups to address inconsistencies.

Approving and adopting this new MOU with the Huntington Park Police Officers Association will require an additional budget appropriation to cover the expenditures related to the payroll increases and related benefit increases for FY 24-25.

**CONCLUSION**

Upon approval by City Council, a fully executed Resolution and MOU will be forwarded to the Police Officers Association and the Finance Department will appropriate an additional amount within the City's FY 24-25 Budget to cover the payroll increases.

Respectfully submitted,



RICARDO REYES  
City Manager

BRYCE M. TYLER  
Human Resources Department



**CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING A NEW  
MEMORANDUM OF UNDERSTANDING (MOU) WITH THE HUNTINGTON PARK  
POLICE OFFICERS ASSOCIATION (POA)**

December 16, 2024

Page 3 of 3

**ATTACHMENT(S)**

- A. Resolution No. 2024-XX, Approving and Adopting a New Memorandum of Understanding with the Huntington Park Police Officers' Association
- B. DRAFT Memorandum of Understanding (MOU) with the Huntington Park Police Officers Association (POA).

**ATTACHMENT**

**A**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1 -

**ATTACHMENT**

**B**

# MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF HUNTINGTON PARK,  
CALIFORNIA

AND

THE HUNTINGTON PARK POLICE  
OFFICERS ASSOCIATION (HPPOA)

## **Table of Contents**

<b>ARTICLE ONE:</b>	<b>17</b>
<b>EMPLOYEE AND EMPLOYER RIGHTS</b>	<b>17</b>
<b>I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING</b>	<b>17</b>
<b>II. RECOGNITION FULL-TIME GENERAL CLASSIFIED EMPLOYEES</b>	<b>17</b>
<b>III. BARGAINING UNIT CHANGES</b>	<b>17</b>
<b>IV. NONDISCRIMINATION</b>	<b>17</b>
<b>A. POLICY</b>	<b>17</b>
<b>B. ASSOCIATION AGREES NOT TO DISCRIMINATE</b>	<b>18</b>
<b>V. DUES/INSURANCE CHECK-OFF</b>	<b>18</b>
<b>VI. INDEMNIFICATION</b>	<b>18</b>
<b>VII. USE OF CITY FACILITIES</b>	<b>18</b>
<b>VIII. USE OF BULLETIN BOARDS</b>	<b>18</b>
<b>IX. RIGHTS</b>	<b>19</b>
<b>A. EMPLOYEE RIGHTS</b>	<b>19</b>
<b>B. MANAGEMENT RIGHTS AND RESPONSIBILITIES</b>	<b>19</b>
<b>C. IMPACT ON MANAGEMENT RIGHTS</b>	<b>21</b>
<b>X. PAID TIME OFF FOR HPPOA REPRESENTATIVES</b>	<b>21</b>
<b>A. RELEASE TIME</b>	<b>21</b>
<b>B. LIMITATIONS</b>	<b>21</b>
<b>ARTICLE TWO:</b>	<b>21</b>
<b>SALARIES AND COMPENSATION</b>	<b>21</b>
<b>I. SALARIES</b>	<b>22</b>
<b>A. SALARY ADJUSTMENTS - July 2014</b>	<b>22</b>

B. SALARY ADJUSTMENTS - July 2025.....	22
C. SALARY ADJUSTMENTS - July 2026.....	22
D. SALARY ADJUSTMENTS - July 2027.....	22
E. SALARY ADJUSTMENTS - July 2028.....	22
II. CITY'S RIGHT TO INCREASE SALARIES - RECLASSIFICATION STUDY .....	22
III. FIVE STEP SALARY SCHEDULE.....	22
IV. STEP INCREASES - BASED ON MERIT .....	23
A. NOT AUTOMATIC.....	23
B. BASED ON MERIT.....	23
V. POLICE TRAINEE CLASSIFICATION - SALARY RANGE .....	23
A. NON-CIVIL SERVICE STATUS .....	23
B. SALARY RANGE.....	23
C. TIME IN CLASS.....	24
D. TIME SERVED TOWARDS PROBATIONARY PERIOD.....	24
E. POLICE OFFICER — 12 MONTH PROBATIONARY PERIOD .....	24
VI. PROBATIONARY PERIOD.....	24
A. LENGTH OF PROBATIONARY PERIOD .....	24
B. "AT WILL" STATUS.....	24
C. PROMOTIONS.....	25
VII. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION .....	25
A. REDUCTION OF UNIT SALARY RANGE.....	25
B. INCREASE OF SALARY RANGE OR CLASSIFICATION .....	25
C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE.....	25

D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE.....	25
VIII. ANNIVERSARY DATE.....	25
A. DATE OF INITIAL HIRE.....	26
B. LIMITATIONS.....	26
IX. EQUIVALENT BIWEEKLY, MONTHLY AND ANNUAL RATE .....	26
A. FREQUENCY OF PAYCHECK ISSUANCE .....	26
B. PAYROLL WITHHOLDING CHANGES .....	26
X. VOLUNTARY 457 DEFERRED COMPENSATION PLAN.....	26
A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN.....	26
B. PLAN DOCUMENTS AND RULES.....	27
C. CHANGING YOUR CONTRIBUTION.....	27
D. LIMITATIONS.....	27
XI. POLICE CORPORAL CLASSIFICATION.....	27
A. PURPOSE.....	27
B. SALARY .....	27
C. NUMBER OF AUTHORIZED POLICE CORPORALS .....	27
XII. ACTING PAY.....	27
A. ELIGIBILITY.....	27
B. COMPENSATION .....	28
XIII. FIELD TRAINING OFFICER PAY.....	28
A. PURPOSE.....	28
B. APPOINTMENT AND LENGTH OF ASSIGNMENT .....	28
C. COMPENSATION .....	29
XIV. BILINGUAL PROGRAM .....	29



A. PURPOSE.....	29
B. QUALIFICATION .....	29
C. COMPENSATION .....	29
XV.    SPECIAL ASSIGNMENT PAY .....	29
XVI.   P.O.S.T. AND EDUCATIONAL INCENTIVE PROGRAM.....	30
A. PURPOSE.....	30
B. COMPENSATION .....	30
C. LIMITATIONS.....	31
XVII.   LONGEVITY PAY.....	31
A. PURPOSE.....	31
B. COMPENSATION .....	31
XVIII.  QUARTERLY RANGE PAY .....	32
A. REQUIRED TO ATTEND RANGE QUALIFICATION .....	32
B. PERISHABLE SKILLS TRAINING.....	32
XIX.   TEMPORARY ASSIGNMENTS .....	32
A. LIMITATIONS.....	33
B. NOT ENTITLED TO ADMINISTRATIVE APPEAL .....	33
ARTICLE THREE:.....	34
WORK PERIODS, SCHEDULES AND OVERTIME.....	34
I.    ESTABLISHING AND POSTING WORK SCHEDULES .....	34
II.   WORK PERIODS - UNIT EMPLOYEE .....	34
A. SEVEN (7) DAY WORK WEEK .....	34
B. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES BEGINNING/ ENDING.....	34
III.  WORK SCHEDULES/WORK SHIFTS.....	34

<b>A. CITY WORK SCHEDULES .....</b>	<b>34</b>
1. 5/40 Work Schedule:.....	34
2. 4/10 (Weekdays) Work Schedule:.....	34
3. 3x13.0; 13.50;13.50 (Weekends) "Hybrid" Work Schedule: .....	35
<b>B. SHIFT BIDDING .....</b>	<b>35</b>
<b>IV. PUNCTUALITY/TARDINESS .....</b>	<b>35</b>
A. POLICY .....	35
B. NO PAY FOR TARDINESS.....	36
C. NO USE OF LEAVE TIME BENEFITS .....	36
D. DISCIPLINARY ACTION .....	36
<b>V. OVERTIME .....</b>	<b>36</b>
A. POLICY.....	36
B. DEFINITION AND ELIGIBILITY .....	36
C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME .....	36
D. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE .....	37
E. REGULAR DAY OFF WORKED .....	37
F. REGULAR RATE OF COMPENSATION — 40 HOUR WORKWEEK .....	37
<b>VI. TIME WORKED .....</b>	<b>37</b>
A. TIME WORKED — 7 DAY WORK PERIOD .....	37
<b>VII..... WORK TIME/NON-WORK TIME — OUT OF TOWN TRAVEL AND TRAINING TIME.....</b>	<b>38</b>
A. ADVANCED APPROVAL .....	38
B. ONE DAY TRAVEL TRIPS.....	38
C. OVERNIGHT TRIPS.....	38
D. TRAINING DAY OCCURS ON EMPLOYEE WORKDAY.....	39

<b>VIII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES.....</b>	<b>39</b>
<b>A. BREAK-REST PERIOD DEFINED .....</b>	<b>39</b>
<b>B. BREAK-REST PERIOD SCHEDULING .....</b>	<b>39</b>
<b>1. Break-rest periods are scheduled and/or rescheduled by Police             Management so as not to impair service and as job requirements dictate.....</b>	<b>39</b>
<b>C. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION.....</b>	<b>39</b>
<b>D. LIMITATIONS .....</b>	<b>39</b>
<b>IX. MEALTIME.....</b>	<b>39</b>
<b>A. MEALTIME SCHEDULING .....</b>	<b>39</b>
<b>B. MEALTIME ONE-HALF (1/2) HOUR DURATION.....</b>	<b>40</b>
<b>C. LIMITATIONS .....</b>	<b>40</b>
<b>X. CALL BACK PAY (UNSCHEDULED) .....</b>	<b>40</b>
<b>A. PURPOSE.....</b>	<b>40</b>
<b>B. COMPENSATION .....</b>	<b>40</b>
<b>C. LIMITATIONS.....</b>	<b>40</b>
<b>XI. ON-CALL DUTY PAY.....</b>	<b>41</b>
<b>A. DEFINITION .....</b>	<b>41</b>
<b>B. ASSIGNMENT.....</b>	<b>41</b>
<b>C. COMPENSATION .....</b>	<b>41</b>
<b>D. NOT ELIGIBLE FOR ON-CALL PAY .....</b>	<b>41</b>
<b>XII. COURT, PAROLE, and DMV ON-CALL .....</b>	<b>42</b>
<b>XIII. ASSIGNMENT OF OVERTIME.....</b>	<b>42</b>
<b>XIV. COMPENSATORY TIME .....</b>	<b>42</b>
<b>A. ELIGIBILITY.....</b>	<b>42</b>
<b>B. ACCUMULATION OF COMPENSATORY TIME BANK .....</b>	<b>42</b>

C. SCHEDULING AND USE OF COMPENSATORY TIME.....	43
D. PAY OUT OF COMPENSATORY TIME UPON SEPARATION FROM SERVICE.....	43
XV. COURT TIME PAY .....	43
A. COMPENSATION .....	43
B. REQUIREMENT .....	43
ARTICLE FOUR:.....	43
SUPPLEMENTAL BENEFITS.....	44
I. RETIREMENT .....	44
A. CALPERS RETIREMENT BENEFITS.....	44
B. DEFINITION OF NEW MEMBER AND CLASSIC EMPLOYEES.....	45
C. EMPLOYEE PORTION OF SAFETY (SWORN) OF CALPERS RETIREMENT .....	46
D. EMPLOYEE PORTION OF MISCELLANEOUS (NON-SWORN) OF CALPERS RETIREMENT .....	46
II. MISCELLANEOUS (NON-SWORN) - RETIREMENT BENEFIT - PARS "0.5% STACK".....	46
A. ADDITIONAL RETIREMENT BENEFIT.....	46
B. MISCELLANEOUS (NON-SWORN) UNIT EMPLOYEE PAYMENT SHARE.....	46
C. ELIGIBILITY.....	46
D. LIMITATIONS.....	46
III. HEALTH INSURANCE.....	47
A. HEALTH INSURANCE - CalPERS MEDICAL PLANS.....	47
B. HEALTH INSURANCE - CITY CONTRIBUTION .....	47
IV. RETIREE HEALTH INSURANCE.....	47
A. ELIGIBILITY .....	47

B. RETIRED HEALTH INSURANCE BENEFIT .....	47
C. RETIRED HEALTH INSURANCE BENEFIT FOR EMPLOYEES HIRED AFTER RATIFICATION OF THIS CONTRACT AND ONCE CALPERS CONTRACT IS AMENDED. ....	48
V. HEALTH INSURANCE PREMIUMS - OPT-OUT/CASH OUT OPTION (NON- PERSABLE) .....	48
A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT .....	48
B. PROOF OF COVERAGE/WAIVE CITY LIABILITY .....	49
C. OPT-OUT CASH VALUE (NON-PERSABLE) .....	49
D. RE-ENROLLMENT IN CITY HEALTH INSURANCE PLAN .....	49
VI. DENTAL INSURANCE .....	49
A. BENEFITS - DELTA CARE/PMI PLAN .....	49
B. LIMITATIONS — DELTA PREFERRED OPTION PLAN .....	50
C. DENTAL INSURANCE BENEFITS - LIMITATIONS .....	50
VII. LIFE INSURANCE .....	50
A. BENEFIT .....	50
B. LIMITATION .....	50
VIII. VISION CARE INSURANCE .....	50
A. BENEFIT .....	50
IX. LONG TERM DISABILITY INSURANCE .....	51
A. PURPOSE .....	51
B. BENEFIT .....	51
C. LIMITATIONS .....	51
X. UNIFORMS ALLOWANCE AND ISSUED UNIFORM EQUIPMENT - SWORN UNIT EMPLOYEES .....	51
A. PURPOSE .....	51

<b>B. SWORN EMPLOYEES-POLICE /LATERAL POLICE OFFICER UNIFORMS - ONE-TIME PURCHASE ORDER .....</b>	<b>52</b>
<b>C. PURCHASE AND REPLACEMENT OF UNIFORM AND EQUIPMENT .....</b>	<b>52</b>
<b>D. UNIFORM CLEANING AND REPLACEMENT ALLOWANCE — SWORN UNIT EMPLOYEE.....</b>	<b>53</b>
<b>E. NON-SWORN PURCHASE AND REPLACEMENT OF UNIFORM AND EQUIPMENT .....</b>	<b>54</b>
<b>F. LIMITATIONS .....</b>	<b>55</b>
<b>G. PURCHASE - SPECIFICATIONS AND RECEIPTS.....</b>	<b>55</b>
<b>H. TERMINATION PRIOR TO COMPLETION OF PROBATION.....</b>	<b>55</b>
<b>I. UNIFORM EQUIPMENT — REPAIR AND REPLACEMENT.....</b>	<b>56</b>
<b>J. SPECIAL ASSIGNMENT SAFETY EQUIPMENT.....</b>	<b>56</b>
<b>K. OTHER UNIFORM ITEMS.....</b>	<b>57</b>
<b>L. CHIEF OF POLICE - SAFETY EQUIPMENT NOT LISTED.....</b>	<b>57</b>
<b>XI. UNIFORM ALLOWANCE AND ISSUED UNIFORM EQUIPMENT - NON-SWORN EMPLOYEES .....</b>	<b>57</b>
<b>A. PURPOSE.....</b>	<b>58</b>
<b>B. UNIFORM PURCHASE ORDER- NON-SWORN UNIT EMPLOYEE .....</b>	<b>58</b>
<b>C. ANNUAL UNIFORM CLEANING AND REPLACEMENT ALLOWANCE.....</b>	<b>58</b>
<b>XII.....BOOT ALLOWANCE</b>	<b>58</b>
<b>A. PURPOSE.....</b>	<b>58</b>
<b>B. ALLOWANCE.....</b>	<b>59</b>
<b>XIII. TUITION REIMBURSEMENT PROGRAM.....</b>	<b>59</b>
<b>A. PURPOSE.....</b>	<b>59</b>
<b>B. ANNUAL REIMBURSEMENT .....</b>	<b>59</b>
<b>C. REQUIREMENTS.....</b>	<b>59</b>

<b>XIV. COFFEE SUPPLIES .....</b>	<b>60</b>
<b>ARTICLE FIVE: .....</b>	<b>60</b>
<b>LEAVE POLICIES.....</b>	<b>60</b>
<b>I. HOLIDAYS .....</b>	<b>60</b>
<b>A. ANNUAL HOLIDAY LEAVE.....</b>	<b>60</b>
<b>B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES .....</b>	<b>60</b>
<b>C. UNUSED HOLIDAY LEAVE TIME .....</b>	<b>61</b>
1. Sworn Unit Employee.....	61
2. Non-Sworn Unit Employee.....	61
<b>D. USE OF HOLIDAY LEAVE .....</b>	<b>61</b>
<b>E. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY.....</b>	<b>61</b>
<b>F. HOLIDAYS OCCURRING DURING VACATION PERIOD.....</b>	<b>62</b>
<b>G. HOLIDAYS AND SICK LEAVE USE .....</b>	<b>62</b>
<b>H. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY         LEAVE UPON TERMINATION.....</b>	<b>62</b>
<b>I. DECEMBER 24-CHRISTMAS EVE/DECEMBER 31- NEW YEAR'S EVE.....</b>	<b>62</b>
<b>II. VACATION LEAVE .....</b>	<b>62</b>
<b>A. VACATION LEAVE ACCRUAL .....</b>	<b>63</b>
<b>B. VACATION LEAVE EARNED .....</b>	<b>63</b>
<b>C. APPROVAL OF VACATION LEAVE REQUESTS .....</b>	<b>63</b>
<b>D. NO VACATION TAKEN PRIOR TO ACCRUED.....</b>	<b>63</b>
<b>E. LIMITATIONS ON VACATION LEAVE .....</b>	<b>64</b>
<b>F. PAYMENT ON SEPARATION .....</b>	<b>64</b>
<b>G. VACATION CASH-OUT IN LIEU OF GRANTING VACATION .....</b>	<b>64</b>
<b>III. SICK LEAVE .....</b>	<b>64</b>

## TABLE OF CONTENTS

A. PURPOSE OF SICK LEAVE.....	64
B. SICK LEAVE ACCRUAL RATE.....	65
C. 50% CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE .....	65
D. USE OF SICK LEAVE.....	66
E. ABUSE OF SICK LEAVE .....	66
F. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS .....	67
IV. PERSONAL BUSINESS LEAVE.....	67
A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR.....	67
B. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE .....	67
C. LIMITATIONS .....	67
V. WORK RELATED DISABILITY.....	67
A. POLICY .....	67
B. USE OF LEAVE BENEFITS.....	68
VI. SICK LEAVE WITHOUT PAY .....	68
A. POLICY .....	68
B. LIMITATIONS.....	68
VII.....TEMPORARY MODIFIED WORK	68
A. ELIGIBILITY .....	68
B. LIMITATIONS .....	69
C. APPLICATION AND ACCEPTANCE .....	69
D. OUTSIDE EMPLOYMENT .....	69
E. FINAL DECISION .....	69
VIII. CITY SHALL COMPLY WITH ITS LEGAL OBLIGATIONS RELATED TO GUARANTEED STATE AND FEDERAL LEAVE RIGHTS .....	70



<b>IX. LEAVE OF ABSENCE WITHOUT PAY .....</b>	<b>70</b>
<b>A. POLICY.....</b>	<b>70</b>
<b>B. LIMITATIONS .....</b>	<b>70</b>
<b>X. ABSENCE WITHOUT PAY .....</b>	<b>70</b>
<b>A. POLICY.....</b>	<b>70</b>
<b>B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION.....</b>	<b>70</b>
<b>XI. EMPLOYEE DEATH - ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE.....</b>	<b>71</b>
<b>ARTICLE SIX: .....</b>	<b>71</b>
<b>WORKING CONDITIONS .....</b>	<b>71</b>
<b>I. AMERICANS WITH DISABILITIES ACT (ADA).....</b>	<b>71</b>
<b>A. ACCOMMODATIONS.....</b>	<b>71</b>
<b>B. ADA COMPLIANCE .....</b>	<b>71</b>
<b>C. ACTIONS TAKEN NOT GRIEVABLE .....</b>	<b>72</b>
<b>II. RESIGNATION .....</b>	<b>72</b>
<b>III. EMPLOYEE INCARCERATED - UNABLE TO REPORT TO WORK.....</b>	<b>72</b>
<b>A. NON-PAY STATUS.....</b>	<b>72</b>
<b>B. USE OF ACCUMULATED LEAVE .....</b>	<b>72</b>
<b>C. NO USE OF SICK LEAVE.....</b>	<b>73</b>
<b>IV. CITY DRESS CODE .....</b>	<b>73</b>
<b>A. RIGHT TO SET DRESS CODE .....</b>	<b>73</b>
<b>B. POLICE DEPARTMENT UNIT EMPLOYEES.....</b>	<b>73</b>
<b>V. CITY ADMINISTRATIVE POLICIES .....</b>	<b>73</b>
<b>A. POLICIES .....</b>	<b>73</b>

B. ADDITIONAL ADMINISTRATIVE POLICIES .....	73
VI. POLICE DEPARTMENT SUBSTANCE ABUSE POLICY .....	73
A. POLICIES .....	73
B. RANDOM DRUG TESTING .....	73
C. DETAILS.....	74
VII.SPECIAL EVENTS .....	74
A. PREFERENCE .....	74
B. PROCEDURES.....	74
VIII. SENIORITY SHIFT BID POLICY .....	74
A. SENIORITY - POLICE SERGEANT .....	74
B. SENIORITY - POLICE CORPORAL.....	74
C. POLICE OFFICER .....	75
D. SENIORITY - PARKING ENFORCEMENT OFFICER .....	75
E. ORIGINAL DATE OF HIRE.....	75
F. DEMOTION TO A LOWER RANK .....	76
G. SENIORITY BIDDING .....	76
H. SPECIAL CONSIDERATIONS.....	76
I. PROBATIONARY EMPLOYEES.....	76
J. SPECIAL ASSIGNMENT .....	77
K. REASSIGNMENT .....	77
L. LIMITATIONS.....	77
M. POLICE MANAGEMENT — RIGHT TO TRANSFER .....	77
ARTICLE SEVEN:.....	77
GRIEVANCE PROCEDURE.....	77
A. SCOPE AND LIMITATIONS.....	77

<b>B. SCOPE AND LIMITATIONS .....</b>	<b>77</b>
<b>C. PROCEDURE .....</b>	<b>78</b>
1. 1st STEP INFORMAL - VERBAL .....	78
2. 2nd STEP — FORMAL WRITTEN .....	78
3. 3rd STEP — APPEAL TO PERSONNEL OFFICER (CITY MANAGER) .....	78
4. 4th STEP APPEAL TO THE CIVIL SERVICE COMMISSION .....	79
5. 5th STEP CIVIL SERVICE COMMISSION REVIEW .....	79
<b>ARTICLE EIGHT: .....</b>	<b>80</b>
<b>GENERAL PROVISIONS .....</b>	<b>80</b>
<b>I. TERM OF MEMORANDUM OF UNDERSTANDING .....</b>	<b>80</b>
<b>II. EMERGENCY WAIVER .....</b>	<b>80</b>
<b>III. SEVERABILITY PROVISION .....</b>	<b>80</b>
<b>IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY .....</b>	<b>80</b>
<b>V. FULL AGREEMENT AND IMPLEMENTATION .....</b>	<b>81</b>
A. FULL AGREEMENT - WAIVER OF MEET AND CONFER .....	81
<b>VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS .....</b>	<b>81</b>
A. NO STRIKES/JOB ACTION .....	81
B. ASSOCIATION RESPONSIBILITY .....	81
<b>ARTICLE NINE: .....</b>	<b>82</b>
<b>RATIFICATION .....</b>	<b>82</b>
<b>I. RATIFICATION .....</b>	<b>82</b>
A. ACKNOWLEDGEMENT .....	82
B. MUTUAL RECOMMENDATION .....	82
C. RATIFIED — CITY COUNCIL APPROVAL .....	82

<b>D. TERM.....</b>	<b>82</b>
<b>ARTICLE TEN:.....</b>	<b>83</b>
<b>IMPLEMENTATION .....</b>	<b>83</b>
<b>ARTICLE ELEVEN:.....</b>	<b>84</b>
<b>EXECUTION OF NEW AGREEMENT .....</b>	<b>84</b>

FINAL DRAFT

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF HUNTINGTON PARK, CALIFORNIA  
AND  
THE HUNTINGTON PARK POLICE OFFICERS ASSOCIATION (HPPOA)**

**ARTICLE ONE:**

**EMPLOYEE AND EMPLOYER RIGHTS**

**I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is made by and between the City of Huntington Park, California ("City") and the Huntington Park Police Officers Association ("HPPOA") or "Association" representing the full-time, non-management, sworn police and certain non-sworn police safety classified City employees (collectively referred to herein as "the Parties"). This MOU is made pursuant to the California Government Code Section 3500, et seq. and the City's Employer-Employee Relations Resolution 69-76, as amended ("EERR").

**II. RECOGNITION FULL-TIME GENERAL CLASSIFIED EMPLOYEES**

The City hereby recognizes HPPOA as the exclusive representative of the full-time, non-management, sworn police and certain non-sworn police general employees in a unit comprised of those classifications, as set forth in Appendix "A" to this MOU, pursuant to the City's EERR.

**III. BARGAINING UNIT CHANGES**

Any change in the classifications represented by the HPPOA shall be in accordance with the City's EERR.

**IV. NONDISCRIMINATION**

**A. POLICY**

No employee shall be subjected to discrimination prohibited by federal, state or local law. The City agrees that no employee shall be interfered with, intimidated, restrained, coerced, promoted, demoted, discharged or in any way favored or discriminated against because of political opinions or affiliations, race, religious belief, age (40 and above), sex, sexual orientation, gender orientation, national orientation, ethnicity, physical or mental disability, genetic information, medical condition, or because of the exercise of his/her rights under

this MOU or under the Meyers-Milias-Brown Act ("MMBA"), Government Code section 3500, et seq.

**B. ASSOCIATION AGREES NOT TO DISCRIMINATE**

In accordance with the above policy, HPPOA agrees not to intimidate, coerce, or interfere with, or discriminate against an employee because of the employee's exercise of his or her rights granted under this MOU or the MMBA, or with respect to admission to membership and the rights of membership in HPPOA for any of the above-enumerated bases.

**V. DUES/INSURANCE CHECK-OFF**

During the term of this MOU, the City shall do the following:

1. Provide official payroll deductions for HPPOA dues and approved insurance and welfare plan fees to be deducted bi-weekly by the City from the salary of each unit employee for whom HPPOA has certified it has obtained a written authorization for, such deduction;
2. Provide HPPOA on a quarterly basis with contact information for unit employees in the bargaining unit; and
3. Inform all new hires in the bargaining unit that HPPOA is the employee organization designated as the exclusive representative of the employees in the bargaining unit and permit HPPOA to attend new employee orientation and /or provide new employees with printed material about HPPOA.

**VI. INDEMNIFICATION**

HPPOA agrees to defend and indemnify and hold harmless the City against all claims and/or other forms of liability arising from the provisions of Article One, Section VI, of this MOU.

**VII. USE OF CITY FACILITIES**

1. Employee organizations may, with the prior approval of the Municipal Employee Relations Officer (City Manager), be granted the use of City facilities during non-work hours for employee meetings provided space is available. Such meetings, however, are not to be used for organizational activities or membership drives. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.
2. The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and bulletin boards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

**VIII. USE OF BULLETIN BOARDS**

HPPOA may use portions of City bulletin boards under the following conditions:

1. All materials must be dated and must identify the organization which published them.
2. The actual posting of materials will be done by the HPPOA during non-work time. In the event that posted materials are, in the Police Chief's opinion, objectionable or interfere with the proper functioning of the department, the Police Chief may order the material removed provided, however, the Police Chief first discusses the proposed removal with the Municipal Employee Relations Officer (City Manager).
3. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to HPPOA materials.
4. If HPPOA does not abide by these rules they will forfeit their right to have material posted on City bulletin boards.
5. The HPPOA may use the City's email system to communicate to bargaining unit members provided that the association and bargaining unit members comply with the City's Information Technology Equipment policy and other City regulations.

## **IX. RIGHTS**

### **A. EMPLOYEE RIGHTS**

1. Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment.
2. Employees also shall have the right to refuse to join or participate in the activities of employee organizations.
3. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

### **B. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this MOU or by law to manage the City for the residents of Huntington Park, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of Management shall include, but not be limited to, the following rights:

1. To determine methods of financing;

2. To determine quality, quantity and types of equipment or technology to be used;
3. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, organizational structure, size and composition of the work force and allocate and assign work by which the City operations and services are to be conducted;
4. To plan, determine and manage City budget which includes changes in the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including the right to contract for or subcontract any work or operation of the City;
5. To assign work to and schedule unit employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments; To lay off unit employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive or not cost effective as determined by the City.
6. To establish and modify productivity and performance programs and standards;
7. To transfer for disciplinary reasons, discipline, discharge, terminate, suspend, demote, reduce, reprimand, withhold salary increases and benefits, or otherwise discipline unit employees for cause;
8. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reallocate and reclassify unit employees;
9. To direct, supervise, recruit, select, hire, evaluate transfer, promote, reduce in rank, demote, reallocate, and terminate unit employees and take other personnel action for non-disciplinary reasons in accordance with the MOU and applicable resolutions and Codes of the City;
10. To maintain order and efficiency in its facilities and operations;
11. To establish and promulgate and/or modify rules and regulations, policies and procedures related to productivity, efficiency, conduct, safety, health and order in the City and to require compliance therewith;
12. To restrict the activity of an employee organization on City property and on City time except as set forth in the EERR and applicable laws.
13. To take any and all necessary steps and actions to carry out the service requirements and to determine the issues of public policy and the overall mission of the City, as well as its mission in emergencies or at other times deemed necessary by the City not otherwise specified above.



**C. IMPACT ON MANAGEMENT RIGHTS**

1. The City agrees to meet and confer with the HPPOA, except in cases of emergencies defined in the MOU, over the exercise of a Management right which has significant impact upon the wages, hours and terms and conditions of employment of unit employees.
2. Notwithstanding the above, if the proposed changes impact "Terms and Conditions of Employment," as defined by state law, the City shall comply with the meet and confer requirement as otherwise required by law.
3. After meeting and conferring with HPPOA and if needed, exhausting all applicable impasse resolution procedures, including fact-finding as set forth in the City's EERR and/or the MMBA, nothing shall prevent the City from implementing said management rights.

**X. PAID TIME OFF FOR HPPOA REPRESENTATIVES**

**A. RELEASE TIME**

1. HPPOA representatives are eligible for paid release time to attend employer relations related conferences, meetings, institutes, or similar affairs, provided the request for release time is approved in advance by the Police Chief. This release time shall be in addition to reasonable release time for purposes of meet and confer sessions with City representatives.
2. Except for release time necessary to attend meet and confer sessions with City representatives, all other release time shall be subject to the prior approval of the Chief of Police or City Manager.
3. Upon request from HPPOA, the City agrees to meet and confer regarding California Government Code Section 3558.8.

**B. LIMITATIONS**

HPPOA agrees that any off-duty release time shall not constitute hours worked for computation of overtime in the respective work period.

**ARTICLE TWO:**

**SALARIES AND COMPENSATION**

**I. SALARIES**

**A. SALARY ADJUSTMENTS - July 2014**

Effective on the first day of the pay period, which includes July 1, 2014, all classifications in the unit, shall receive a ten percent (10%) base salary increase.

**B. SALARY ADJUSTMENTS - July 2015**

Effective on the first day of the pay period, which includes July 1, 2015, all classifications in the unit shall receive a three percent (3%) base salary increase.

**C. SALARY ADJUSTMENTS - July 2016**

Effective on the first day of the pay period, which includes July 1, 2016, all classifications in the unit shall receive a three percent (3%) base salary increase.

**D. SALARY ADJUSTMENTS - July 2017**

Effective on the first day of the pay period, which includes July 1, 2017, all classifications in the unit shall receive a four percent (4%) base salary increase.

**E. SALARY ADJUSTMENTS - July 2018**

Effective on the first day of the pay period, which includes July 1, 2018, classifications in the unit, shall receive a four percent (4%) base salary increase.

**II. CITY'S RIGHT TO INCREASE SALARIES - RECLASSIFICATION STUDY**

The City shall not be restricted in its ability to increase any of those salaries for unit employees as a result of a reclassification study or if a determination is made by the City that it is not possible to recruit effectively or competitively for a classification in the unit. No such salary increases are mandated.

**III. FIVE STEP SALARY SCHEDULE**

**Step 1**

- a) New employees shall be hired at the entry-level step in all classifications unless otherwise another step is approved by the City Manager.
- b) The City Manager may appoint a new employee to the maximum salary for the classification if he/she determines that the candidate is exceptionally qualified or there has been difficulty in recruiting.

- c) A unit employee must serve at least six (6) months of satisfactory job performance in Step 1 to be eligible to advance to Step 2.

**Step 2**

A unit employee is eligible to receive this step after the completion of six (6) months of satisfactory job performance in Step 1 in the same classification.

**Step 3**

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 2 in the same classification.

**Step 4**

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 3 in the same classification.

**Step 5**

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 4 in the same classification.

**IV. STEP INCREASES - BASED ON MERIT**

**A. NOT AUTOMATIC**

No step increase in salary shall be automatic merely upon completion of a specific period of service.

**B. BASED ON MERIT**

All increases shall be based on merit as established by record of the unit employee's job performance with at least a satisfactory job performance rating. To be denied a merit increase, an employee shall be notified in writing no later than the 30th calendar day following employee's annual merit increase date.

**V. POLICE TRAINEE CLASSIFICATION - SALARY RANGE**

**A. NON-CIVIL SERVICE STATUS**

The Police Officer Trainee classification shall be exempt from Civil Service status.

**B. SALARY RANGE**

The salary range for Police Officer Trainee shall be approximately twenty percent (20%) below the Police Officer classification.

**C. TIME IN CLASS**

1. A unit employee shall serve as a Police Officer Trainee no longer than twelve (12) months.
2. Upon successful completion of service as a Police Officer Trainee, the City shall appoint the unit employee to the Police Officer classification at Step 1.

**D. TIME SERVED TOWARDS PROBATIONARY PERIOD**

1. The time served by the unit employee as Police Officer Trainee shall count towards the probationary period for the Police Officer classification.
2. The total probationary time served in the classification of both Police Officer Trainee and Police Officer shall not exceed eighteen (18) months.

**E. POLICE OFFICER — 12 MONTH PROBATIONARY PERIOD**

A unit employee hired directly into the classification of Police Officer shall serve a twelve (12) month probationary period.

**VI. PROBATIONARY PERIOD**

**A. LENGTH OF PROBATIONARY PERIOD**

1. All unit employees, including all lateral transfers, except demotions and promotions, shall serve a probationary period of twelve (12) full calendar months.
2. An employee's probationary period may be extended by the Chief of Police and City Manager by providing advance written notification to the employee.

**B. "AT WILL" STATUS**

1. During the probationary period, a unit employee serves "at will" and may be dismissed with or without cause and with or without notice.
2. If a promoted unit employee fails their probationary period, they shall return to their former classification they held as permanent employee prior to the promotion, unless he/she is dismissed from the City service in the manner provided in Civil Service Rules and Regulations as amended and the personnel rules and regulations.

**C. PROMOTIONS**

Promoted unit employees will serve a six (6) month probationary period.

**VII. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION****A. REDUCTION OF UNIT SALARY RANGE**

In the event the salary range assigned to any classification is reduced, all unit employees within such classification shall be reassigned to a classification in such lower range, which most nearly corresponds to the salary being received by such unit employee at the time such range is reduced.

**B. INCREASE OF SALARY RANGE OR CLASSIFICATION**

In the event the salary range assigned to any classification is increased, all unit employees within such classification will be reassigned to the step to which such unit employee was assigned immediately prior to such increase.

**C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE**

1. Any unit employee voluntarily transferred or demoted to a classification where a lower salary range is assigned shall be placed at a salary step in a lower salary range, which is closest to the unit employee's salary step immediately prior to such voluntary transfer or demotion.
2. Upon such transfer or demotion, such unit employee shall be entitled to annual increases as authorized for their new classification as a salaried full-time employee.

**D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE**

1. Any unit employee receiving promotion to a higher classification to which a higher salary range is assigned shall receive compensation at the step within the assigned range which will result in at least a one-step increase in salary over that being received by such employee immediately prior to such promotion, or to the lowest step in the salary range of such higher classification, whichever results in a greater increase.
2. After promotion to a higher classification, or transfer to a classification to which a higher salary range is assigned, such employees will be eligible for regular step increases for their new classification.

**VIII. ANNIVERSARY DATE**

**A. DATE OF INITIAL HIRE**

For all purposes, except eligibility for salary increases, which uses the date of promotion to a higher classification, a unit employee's anniversary date, including Police Officer Trainee, shall be the date of initial hire with the City as a salaried full-time employee.

In cases of reemployment of a unit employee who has left the City for longer than one (1) year, the anniversary date shall be the effective date of reemployment as a salaried full-time employee.

**B. LIMITATIONS**

Salary range adjustments for a classification will not set a new salary anniversary date for unit employees serving in that classification.

**IX. EQUIVALENT BIWEEKLY, MONTHLY AND ANNUAL RATE**

- A. Equivalent biweekly pay rate shall be determined by multiplying the hourly rate by eighty (80) hours.
- B. Equivalent annual pay rate shall be determined by multiplying the hourly rate by two-thousand eighty (2,080) hours.
- C. Equivalent monthly pay rate shall be determined by dividing the annual rate by twelve (12) months.

**A. FREQUENCY OF PAYCHECK ISSUANCE**

Current unit employees shall be paid bi-weekly, once every two (2) weeks, by direct deposit.

**B. PAYROLL WITHHOLDING CHANGES**

- 1. Unit employees must submit any changes in payroll withholdings at least fourteen (14) calendar days in advance of the implementation of said withholdings.
- 2. If a unit employee, due to an emergency situation, requests to have withholding to be effective in less than fourteen (14) calendar days, they may appeal to the City's Human Resources Director who may grant or deny employee's request.

**X. VOLUNTARY 457 DEFERRED COMPENSATION PLAN**

**A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN**

City agrees to provide a deferred compensation plan for unit employees covered herein pursuant to IRS Code Section 457.

**B. PLAN DOCUMENTS AND RULES**

Plan documents and participation rules under Section 457 are maintained by and available from the Human Resources Department.

**C. CHANGING YOUR CONTRIBUTION**

Unit employees may reduce or increase the amount of their bi-weekly deferred compensation contribution at any time with advance written notice on the appropriate form to the Human Resources Department.

**D. LIMITATIONS**

The City does not warrant that amounts deposited in the deferred compensation plans are "qualified" for tax deferral and is not to be held liable for such tax payments as may be determined assessable.

**XI. POLICE CORPORAL CLASSIFICATION**

**A. PURPOSE**

The Police Corporal classification was created to provide a working supervisor and lead officer to subordinate police department employees.

**B. SALARY**

The top salary, Step 5, for Police Corporal classification shall be five percent (5%) higher than that of the Police Officer classification Step 5.

**C. NUMBER OF AUTHORIZED POLICE CORPORALS**

The City agrees to maintain ten (10) Police Corporal positions.

**XII. ACTING PAY**

**A. ELIGIBILITY**

1. Any unit employee who is required in writing to and does act and perform duties included within a vacant higher classification and which are broader than the specifications governing such employee's position shall be eligible for acting pay upon written approval by the Police Chief and the City Manager.

2. To be eligible, the unit employee must have actually worked in the acting higher classification a minimum of five (5) consecutive scheduled workdays, including official paid holidays.
3. To be eligible, the unit employee who is a supervisor must actually work in the acting classification a minimum of one-week scheduled work-, including paid holidays.
4. Unit employees shall not serve in an acting assignment for longer than 960 hours per fiscal year.

**B. COMPENSATION**

1. A unit employee approved for acting pay:
  - a) Shall be paid the hourly rate for the acting classification which is a minimum of five percent (5%) above the current base salary of the employee's permanent position, or Step "1" of the acting classification whichever is greater; and
  - b) Shall in no instance be entitled to be paid more than Step "5" of the acting classification.
2. During that period of acting service, a unit employee shall be paid at the acting pay rate when off on an official City holiday or sick leave, but not on a leave of absence exceeding 30 days.
3. A unit employee working overtime or called back during acting assignment shall be paid at the acting pay rate for such time.
4. A unit employee receiving acting pay, as set forth above, shall continue to receive the benefits associated with his/her permanent position and not the benefits associated with the acting position.

**XIII. FIELD TRAINING OFFICER PAY**

**A. PURPOSE**

The purpose of the Field Training Officer (FTO) program is to have experienced sworn and non-sworn employees help train and develop new employees in their skills, abilities and knowledge.

**B. APPOINTMENT AND LENGTH OF ASSIGNMENT**

The Chief of Police has the total discretion as to what employees shall be assigned as an FTO.



**C. COMPENSATION**

1. Employees assigned to serve as a FTO who work a shift in the Hybrid 3 13.5-13.5-13.0 work schedule shall be compensated sixty dollars (\$60.00) per shift, in which they serve as an FTO.
2. If an FTO works a shift in the 4/10 (weekday) schedule, the compensation shall be forty-five dollars (\$45.00) per shift.
3. To be eligible to receive this pay, the unit member must be a Commission on Peace Officer Standards and Training (POST) or Standards and Training for Corrections (STC) Certified Training Officer as determined by their respective classification or assignment and must complete (prepare and submit) Daily Observation Reports (DOR).

**XIV. BILINGUAL PROGRAM**

**A. PURPOSE**

1. The purpose of the Bilingual Program is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the community.
2. The service is provided through certain selected unit employees who have been certified as proficient in a designated foreign language that is regularly utilized in providing services to the community

**B. QUALIFICATION**

1. Unit employees that deal with the public and are in designated classes eligible to serve as a bilingual translator and pass a test given by the City to be certified to qualify.
2. The Human Resources Department will conduct the proficiency tests, as needed, in designated languages.
3. The Human Resources Department will then certify an eligible list of qualified bilingual translators so certified to perform technical bilingual skills including reading, writing, and translation.

**C. COMPENSATION**

Eligible certified unit employees shall receive compensation in the amount of two hundred fifty dollars (\$250.00) dollars per month above their base salary.

**XV. SPECIAL ASSIGNMENT PAY**

1. Effective July 1, 2024 Employees assigned to any assignment other than patrol provided the sworn employee is dedicated full-time to a single special assignment the following agreed upon special assignments shall receive special compensation of five percent (5%) of base pay for each hour worked.
2. Collateral or part-time duties such as SWAT will be excluded from special assignment pay
3. If a sworn certified unit member working a special assignment position chooses to work an additional non-special assignment shift, the certified unit member's pay will be determined by the regular assignment pay for that shift.
4. Special assignment pay cannot be compounded, stacked or combined with other special assignment or specialty pay, certified unit members will receive the lowest applicable special assignment/specialty pay.
5. Management will monitor and authorize the assignment of all special assignments. The City is not required to maintain any given special assignment position.

## **XVI. P.O.S.T. AND EDUCATIONAL INCENTIVE PROGRAM**

### **A. PURPOSE**

The purpose of the educational incentive program is to motivate unit employees to achieve higher educational and professional law enforcement-related standards and enhance career development.

### **B. COMPENSATION**

1. Unit employees who qualify for the following P.O.S.T. certificates or who have obtained a bachelor's degree (BA/BS) shall receive additional compensation above their base salary on a non-cumulative basis as follows:

<b>P.O.S.T PAY</b>	
• <b>Intermediate P.O.S.T. Certificate or BA/BS in any major</b>	
<b>Police Officer</b>	<b>5%</b>
<b>Police Corporal</b>	<b>5%</b>
<b>Police Sergeant</b>	<b>5%</b>
• <b>Advanced P.O.S.T. Certificate or BA/BS in Administration of Justice, Criminal Justice or equivalent degree</b>	

<b>Police Officer</b>	<b>10%</b>
<b>Police Corporal</b>	<b>10%</b>
<b>Police Sergeant</b>	<b>10%</b>
<b>• Supervisory P.O.S.T. Certificate or Master's Degree</b>	
<b>Police Officer</b>	<b>12%</b>
<b>Police Corporal</b>	<b>12%</b>
<b>Police Sergeant</b>	<b>12%</b>

2. Such compensation shall commence on the pay period following the eligible unit employee either 1) meeting the eligibility requirements for the P.O.S.T. certificate, or 2) possession of a Bachelor's Degree or Master's Degree and submitting documentation to Human Resources AND the employee having completed any probationary period.

**C. LIMITATIONS**

This extra compensation shall be awarded only for the highest achieved certificate as specified in the above section.

**XVII. LONGEVITY PAY**

**A. PURPOSE**

The purpose of Longevity Pay is to act as a retention incentive for employees who have attained designated levels of experience. Accordingly, employees who have the requisite years of full-time sworn law enforcement service (for sworn classifications), or years of full-time service with a POST-Certified California law enforcement agency (non-sworn) shall receive Longevity Pay, as set forth below. Years of service must be with the City, provided however, a unit employee may count up to five (5) years of related service with another agency for attainment of the 25-year Longevity Pay, only.

**B. COMPENSATION**

Eligible unit employees shall receive the following longevity compensation upon commencement of their 7th, 13th, 20th and 25th year of service. Longevity pay is not-cumulative. Employees only receive the longevity pay applicable to their total years of service. Longevity pay is available for sworn and non-sworn police personnel.

<b>LONGEVITY</b>				
<b>CLASSIFICATION</b>	<b>7 Years</b>	<b>13 Years</b>	<b>20 Years</b>	<b>25 Years</b>
Police Sergeant/Adv POST	\$175	\$225	\$870	\$870 + 8% of base salary *
Police Corporal/Adv POST	\$175	\$225	\$780	\$780 + 8% of base salary *
Police Officer/Adv POST	\$175	\$225	\$745	\$1800 *
Public Safety Dispatch Supervisor	\$175	\$225	\$605	\$605 + 8% of base salary *
Public Safety Dispatcher	\$175	\$225	\$550	\$550 + 8% of base salary *
Property and Evidence Specialist	\$175	\$225	\$540	\$540 + 8% of base salary *
Community Service Officer	\$175	\$225	\$520	\$520 + 8% of base salary *
Jailer	\$175	\$225	\$470	\$470 + 8% of base salary *
Parking Enforcement Officer	\$175	\$225	\$435	\$435 + 8% of base salary *

\*In the event there are six (6) or more members who qualify for the 25-year longevity step at any one time, the parties agree to immediately discuss possible revisions to the longevity bonus structure.

## **XVIII. QUARTERLY RANGE PAY**

### **A. REQUIRED TO ATTEND RANGE QUALIFICATION**

Unit employees required by Police Management to attend range qualification for firearm qualifications outside their regular schedule shall be compensated for the actual time spent qualifying at the range with a minimum of two (2) hours at 1.5 times their regular rate of pay.

### **B. PERISHABLE SKILLS TRAINING**

Police Management may require unit employees to attend Perishable Skills Training on or off-duty in addition to firearm qualifications.

## **XIX. TEMPORARY ASSIGNMENTS**

**A. LIMITATIONS**

All persons assigned to a temporary assignment serve at the pleasure of the Chief of Police. Temporary assignments are not promotions as defined in the City's Civil Service Rules.

All assignment pay, skill pay, and additional compensation including but not limited to those referenced herein (acting pay, FTO, bilingual pay, motorcycle duty pay, etc.) above are:

- Temporary assignments,
- Not a separate job classification,
- Do not have civil service status,
- Are not subject to civil service selection procedures, appeals or seniority,
- Do not have any property rights, and
- May be revoked by Police Management at any time for job related reasons or operational necessity.

**B. NOT ENTITLED TO ADMINISTRATIVE APPEAL**

1. Unit employees assigned to these, and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons. If such a transfer occurs, the unit employee shall not be entitled to an administrative appeal unless the unit employee alleges the transfer was for punitive/discipline reasons
2. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a unit employee to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento* (1976) 31 Ca1.3d 676, unless the removal is imposed for disciplinary or punitive purposes

**ARTICLE THREE:**

**WORK PERIODS. SCHEDULES AND OVERTIME**

**I. ESTABLISHING AND POSTING WORK SCHEDULES**

- A. The City shall establish work schedules for unit employees. The work schedule shall specify the days of the week and the daily starting and quitting times.
- B. Work schedules shall be posted by the City in such a manner so all employees may be aware of the work schedule.

**II. WORK PERIODS - UNIT EMPLOYEE**

**A. SEVEN (7) DAY WORK WEEK**

The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

**B. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES BEGINNING/ENDING**

The seven (7) day work period shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59:59 p.m. except as modified by Police Management.

**III. WORK SCHEDULES/WORK SHIFTS**

**A. CITY WORK SCHEDULES**

City work schedules shall be as herein defined, except as otherwise provided for in this agreement:

**1. 5/40 Work Schedule:**

The 5/40 work schedule shall consist of five (5) consecutive workdays consisting of eight (8) consecutive work hours in each seven (7) consecutive calendar day period, inclusive of any meal periods assigned by Police Management.

**2. 4/10 (Weekdays) Work Schedule:**

- a) The weekdays 4/10 work shift shall consist of three (3) shifts (Day shift, Swing shift, and Graveyard).

- b) Weekday shift will cover Tuesday through Friday.
- c) The weekday shift shall consist of a four (4) ten (10) hour shift per week.
- d) It is the goal of the City that shifts should consist of one (1) Police Sergeant, one (1) Police Corporal, and three (3) Police Officers (four (4) Officer shifts) as a minimum.
- e) In the event of an emergency, Police Management may alter the work schedule for the duration of the emergency.

**3. 3x13.0; 13.50;13.50 (Weekends) "Hybrid" Work Schedule:**

- a) The weekend: Saturday and Sunday 13.5 hours each; Monday 13.0 hours work shift shall consist of two (2) fully staffed shifts and one (1) cover shift (Dayshift, Cover shift, or Graveyard).
- b) The weekend work will cover Saturday through Monday.
- c) The weekend shift shall consist of two (2) thirteen (13) hours and thirty (30) minutes shifts, and one (1) thirteen (13) hours shift per week.
- d) It is the goal of the City that Dayshift and Graveyard shift should consist of one (1) Sergeant, one (1) **Police** Corporal, and three (3) Police Officers (four (4) Officer shifts).
- e) The cover shift should consist of one (1) Police Sergeant, one (1) Police Corporal, and two (2) Police Officers (three (3) Officer shifts).
- f) In the event of an emergency, Police Management may alter the work schedule for the duration of the emergency.

**B. SHIFT BIDDING**

Employees shall bid shifts every four months, a minimum of 2 weeks prior to the deployment. Shifts shall be bid by seniority, defined as time in rank. For special assignments, however, seniority is defined by time in that specific assignment. All ties shall be broken by overall City seniority.

**IV. PUNCTUALITY/TARDINESS**

**A. POLICY**

It is a job requirement for all unit employees to report to work at their required work schedule starting time. Lack of punctuality has a negative impact on the City's work productivity and therefore tardiness shall not be tolerated.

**B. NO PAY FOR TARDINESS**

Any unapproved tardiness time that is seven (7) minutes or more from the unit employee assigned work starting time shall be docked in increments of fifteen (15) minutes or more, which is the proportionate wage that would have been earned during the time lost by the employee's tardiness.

**C. NO USE OF LEAVE TIME BENEFITS**

Unit employees who are "Docked" any time for unapproved tardiness may not use any accumulated leave time benefits (Annual Sick Leave or Sick Leave Bank) to cover tardy unpaid time unless approved by the department head or their designee.

**D. DISCIPLINARY ACTION**

Any unit employee who is tardy on a continuous basis, including one (1) minute or more late for his/her work starting time, may be subject to appropriate disciplinary action.

**V. OVERTIME**

**A. POLICY**

It is the policy of the City that overtime work is to be discouraged. All overtime work must be approved in advance by the Police Chief or designee. Employees who work overtime without prior authorization may be subject to discipline. Whenever the public interest or necessity requires it, the Police Chief may require any unit employee to perform overtime work.

**B. DEFINITION AND ELIGIBILITY**

**FULL TIME UNIT EMPLOYEES - 40 HOURS PER 7 DAY WORK PERIOD**

Full-time unit employees who are required to work in excess of their regularly scheduled forty (40) hour work week, shall be paid overtime at one and one-half (1.5) times their regular rate for all hours worked in their work period in excess of forty (40) hours, except as provided below.

**C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME**

Each workday a unit employee is off duty on an authorized paid leave of absence, e.g., holiday, vacation leave, comp time, except for sick leave, during the scheduled workweek shall be considered hours worked by the unit employee for the purpose of establishing eligibility for overtime in the seven (7) day work period.



**D. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE**

1. Overtime shall be credited in increments of fifteen (15) minutes or more per workday.
2. Time so worked of less than seven (7) minutes of an hour shall be considered incidental and shall not be credited.
3. Time worked in excess of seven (7) minutes shall be rounded up to fifteen (15) minutes for overtime credit.

**E. REGULAR DAY OFF WORKED**

Unit employees required to work on a regularly scheduled day off shall receive overtime pay for hours actually worked at 1.5 times their regular rate of pay.

**F. REGULAR RATE OF COMPENSATION — 40 HOUR WORKWEEK**

The regular rate for employees on a forty (40) hour week work schedule shall be 1/173.33 of the employee's monthly salary. The regular rate shall be determined in accordance with the requirements set forth in the Fair Labor Standards Act (FLSA).

**VI. TIME WORKED**

**A. TIME WORKED — 7 DAY WORK PERIOD**

The following activities shall not be considered work time, except as provided for in this MOU:

1. Leave of absence taken for sick leave or IOD.
2. All travel time to work and returning home in either personal or City vehicle unless in the event of a callout.
3. All time in off-duty training assignments (Homework, study time, mealtime, sleep time, etc.) except as otherwise provided by this MOU or pursuant to FLSA.
4. All off-duty travel to training sites and returning home, except as otherwise provided for by this MOU or pursuant to FLSA.
5. All time putting on/taking off uniforms, unless required by law.
6. All time for personal preparation and clean up or pursuant to FLSA.
7. All off-duty time (defined as non-work time, such as breaks and lunch periods) spent in a City vehicle or using City equipment by civilian employees.

8. All time assigned on standby assignment and/or assigned electronic recall devices.
9. Any time spent by unit employees in an Employee Wellness Program (EAP).

**VII. WORK TIME/NON-WORK TIME — OUT OF TOWN TRAVEL AND TRAINING TIME**

**A. ADVANCED APPROVAL**

All out-of-town trips and training time, including attendance at lectures, meetings, training programs and similar events must be approved in advance by the Police Chief.

**B. ONE DAY TRAVEL TRIPS**

One-Day Trips travel time for training programs is not counted as time worked, if a unit employee is traveling to another location and travel time is comparable to the normal commute time. Any meal period while traveling is not time worked.

**C. OVERNIGHT TRIPS**

1. On Overnight Trips the unit employee's normal hours of work shall exclude mealtime and sleep time. The City shall count as time worked either the time spent driving or the time it would have taken on public transportation, if the employee is offered public transportation and chooses to travel by automobile.
2. Any trip or training time not authorized by the Chief of Police or designee is not treated as time worked if all of the following criteria are met:
  - a) Attendance is outside the employee's normal working hours;
  - b) Attendance is voluntary;
  - c) The training course is not directly related to the unit employee's job; and
  - d) The unit employee does not perform any significant job-related work while in attendance.
3. If a unit employee voluntarily attends a conference, seminar, a school, college, university, or trade school after hours, the time is not considered as time worked even if the City contributes any incidental expenses. A unit employee's voluntary training for another job or training to add new or additional skills is not considered as directly related to the unit employee's job.

**D. TRAINING DAY OCCURS ON EMPLOYEE WORKDAY**

If a unit employee is assigned to a full day of training of eight (8) hours or more on their scheduled workday, then said training day shall serve as the affected unit employee's full workday.

**VIII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES**

**A. BREAK-REST PERIOD DEFINED**

Break-rest periods must be earned as any other benefit and are computed at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.

**B. BREAK-REST PERIOD SCHEDULING**

1. Break-rest periods are scheduled and/or rescheduled by Police Management so as not to impair service and as job requirements dictate.
2. Unit employees may receive:
  - a) Two (2) paid break-rest periods of fifteen (15) minutes each for each scheduled workday actually worked; and
  - b) One (1) paid break-rest period of fifteen (15) minutes for each four (4) consecutive hours of overtime worked.

**C. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION**

The duration of a break-rest period shall consist of fifteen (15) minutes of cessation of work and will include time involved in going to and from a rest area unless otherwise authorized by this MOU.

**D. LIMITATIONS**

1. Break-rest periods are non-cumulative and shall not be added to any mealtime, vacation, or any other form of authorized absence from work, unless authorized by Police Management.
2. Break-rest periods may not be used within the first or last two (2) hours of the scheduled work period or the end of a work shift unless authorized by Police Management.

**IX. MEALTIME**

**A. MEALTIME SCHEDULING**

The schedule for mealtimes shall be determined by Police Management in consideration of the continuity of services provided to the public and the convenience of the unit employee.

**B. MEALTIME ONE-HALF (1/2) HOUR DURATION**

1. The normal paid mealtime shall be one-half (0.5) hour in duration.
2. In no case will paid mealtime be permitted to exceed one (1) hour, unless approved by Police Management.

**C. LIMITATIONS**

1. Mealtime is non-cumulative and shall not be added to any break-rest time, vacation, or any other form of authorized absence from work, unless authorized by Police Management.
2. Mealtime may not be used at the beginning or the end of a work shift unless authorized by Police Management.
3. All mealtime taken is considered on-duty subject to call for both sworn and non-sworn unit employees.

**X. CALL BACK PAY (UNSCHEDULED)**

**A. PURPOSE**

1. Call-back work is unscheduled time worked performed by an off-duty unit employee called-back to work after they have completed their regular work schedule and have left the work area or are on their day off.
2. The City shall, when possible, make available to qualified unit employees an equitable distribution of call-back work within their assigned section.

**B. COMPENSATION**

1. The unit employee eligible for Call-back pay as set forth in this section and if their actual Call-back time is two and three quarters (2.75) hours or less they shall be compensated a minimum guarantee of four (4) hours of straight time pay.
2. If the unit employee eligible for Call-back pay as set forth in this section and if the actual Call-back time is more than two and three quarters (2.75) hours, they shall be compensated at time and one-half (1.5) at their regular rate of pay for all hours worked on their Call-back assignment.

**C. LIMITATIONS**

1. The four (4) hour minimum shall not apply if the unit employee is called-in 30 minutes or less prior to the unit employee's regularly scheduled work

shift and instead shall receive overtime pay at one and one-half (1.5) times the unit regular rate of pay. for the 30 minutes worked

2. Another call back during the original or initial four (4) hour period shall not be treated as a new call back and shall not require a new four (4) hour minimum and all such subsequent Call-backs, shall be for actual hours worked plus reasonable travel time. In this event, the unit employee shall be paid for the actual time worked.

## **XI. ON-CALL DUTY PAY**

### **A. DEFINITION**

On-Call Duty for unit employees shall be defined as that circumstance which requires a unit employee to:

1. Be ready to respond immediately to a call for service;
2. Be readily available at all hours by telephone, cell phone, text message, or other communication equipment;
3. Refrain from activities that might impair his/her assigned duties upon call; and
4. With the approval of the City Manager, the Chief of Police may assign a unit employee or group of unit employees to On-Call Duty.

### **B. ASSIGNMENT**

1. On-Call duty is normally assigned in one-week increments; and
2. On-Call duty will be distributed among those employees deemed qualified and competent by Police Management.

### **C. COMPENSATION**

1. Unit employees who are assigned by the Chief of Police to On-Call duty shall receive a daily on-call rate of \$25 for On-Call duty.
2. If called to duty while on On-Call duty, the unit employee shall be compensated in accordance with the applicable Call-Back policy and the On-Call allowance shall not be interrupted.

### **D. NOT ELIGIBLE FOR ON-CALL PAY**

1. It is agreed that other unit employees may have a responsibility to respond to texts or phone messages, and if contacted may be ordered to respond

under the Call-Back provisions of the MOU but are not considered to be On-Call under the terms of this MOU.

2. The use of cell phones or other communication devices is voluntary unless the employee is placed in On-Call assignment.

## **XII. COURT, PAROLE, and DMV ON-CALL**

Unit employees who are placed on-call for court, parole or DMV proceedings shall receive two (2) hours straight time compensation for each morning session and two hours straight time compensation for each afternoon session spent in such on-call capacity.

A unit employee who is called to testify shall, in lieu of on-call pay for that particular court session, be paid at time and one-half the employee's regular hourly rate for his or her actual time spent in court, with a minimum of 2.75 hours (i.e. equal to 4 hours straight time pay).

## **XIII. ASSIGNMENT OF OVERTIME**

Except as otherwise provided for in this MOU, Police Management retains the right to determine the assignment of overtime or stand-by to any qualified unit employee based upon availability, eligibility and seniority.

## **XIV. COMPENSATORY TIME**

### **A. ELIGIBILITY**

Unit employees may choose to have overtime hours worked or compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay or converted to compensatory time in-lieu of overtime payment.

### **B. ACCUMULATION OF COMPENSATORY TIME BANK**

1. Compensatory time will be accumulated on the basis of one-and-one-half (1 1/2) hours for each one (1) hour worked in excess of the scheduled workday or workweek.
2. The maximum number of compensatory hours that may be accumulated in each fiscal year is two-hundred (200) hours, which shall be paid to the unit employee upon separation from service for any reason.
3. Any additional overtime will be automatically paid to the unit employee in the corresponding pay period.
4. For any compensatory time earned during the pay periods within each fiscal year, the unit employee must request in writing to management the option to carry over all or part of their accumulated unused compensatory time, if any. Failure to request carryover will result in automatic payout of the

current balance. Any payouts shall be paid by the first pay period of the following new fiscal year. In the last full pay period in June each year, employees shall have the option to cash out up to 125 hours of CTO at employee's regular rate.

5. At any point in time, the total number of compensatory hours shall not exceed 200 hours.

**C. SCHEDULING AND USE OF COMPENSATORY TIME**

1. The scheduling of compensatory time off shall be handled the same as the scheduling of vacation time off.
2. Accumulated compensatory time may be utilized as paid leave on a straight time hour for hour basis at the mutual convenience of management and the unit employee.

**D. PAY OUT OF COMPENSATORY TIME UPON SEPARATION FROM SERVICE**

In the event of separation from the City for any reason, the unit employee shall be entitled to cash payment of one hundred percent (100%) of his/her accumulated unused compensatory time at employee regular rate.

**XV. COURT TIME PAY**

**A. COMPENSATION**

Unit employees, who attend court while off duty, shall be paid at time and one half their regular rate for all time spent in court, with a minimum of 2.75 hours (equal to 4.125 hours of straight time pay). All court time compensation shall be paid and not banked.

**B. REQUIREMENT**

1. Employees required to make court appearances shall clock in with subpoenas while first arriving at station or courthouse and punch out the subpoena when the officer concludes their court appearance.
2. On-Call subpoenas are considered court appearance subject to this section.
3. If the unit employee voluntarily elects to go "On-Call" for court and does not physically appear; it is understood they do not receive court time compensation.
4. Employees are not entitled to Court Time Pay for their own personal court appearances.

**ARTICLE FOUR:**

**SUPPLEMENTAL BENEFITS****I. RETIREMENT****A. CALPERS RETIREMENT BENEFITS**

The City agrees to provide retirement benefits to eligible unit employees hired prior to ratification of this contract under the California Public Employees' Retirement System (CalPERS) as follows:

<b>Government Code Section</b>	<b>Benefit</b>
20042	<b>One Year Final Compensation:</b> For Classic Members, final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
7522.32	<b>Three Year Final Compensation:</b> For PEPPRA members, provides that final compensation means the highest average annual pensionable compensation earned by a member during a period of at least 36 consecutive months. Also prohibits a public employer from adopting a final compensation period of less than three years for classic members who are currently subject to a three-year final compensation period.
20055	<b>Prior Service Credit:</b> Unit employees may be eligible to purchase prior service credit.
20124	<b>Military Service Credit as Public Service:</b> Unit employees may elect to purchase up to four (4) years of service credit.
20965	<b>Credit for Unused Sick Leave:</b> Unit employees may be eligible to convert unused sick leave hours at time of retirement to additional service time.
21329	<b>Two percent (2%) COLA:</b> Beginning the Third calendar year after the year of retirement, retirement and survivor allowances will be adjusted annually on a compound basis of two percent (2%); the adjustment may not be greater than the change in the
21354	<b>2% @ 55 for Local "Classic" Miscellaneous Members:</b> Base retirement plan of two percent (2%) at age 55 for eligible unit employees hired before 12/30/12.
21353	<b>2% @ 60 for Local "Classic" Miscellaneous Members:</b> Base retirement plan of two percent (2%) at age 60 for all eligible unit CalPERS members hired on or after 12/30/12.
7522.20	<b>2% @ 62 for Local "New" Miscellaneous Members:</b> Base retirement plan of two percent (2%) at age 62 for new CalPERS members
21362.2	<b>3% @ 50 for "Classic" Safety Members:</b>



	Base retirement plan of three percent (3%) at age 50 for eligible unit employees hired before 12/30/12.
	<b>3% (a) 55 for "Classic" Safety Members:</b>
	Base retirement plan of three percent (3%) at age 55 for eligible unit employees hired on or after 12/30/12.
	<b>2.7% (ii), 57 for "New" Safety Members:</b>
	Base retirement plan of two and 7/10 percent (2.7%) at age 57 for all new CalPERS members
21551	<b>Death Benefit Continues:</b>
	Provides that death benefits paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry.
21574	<b>Fourth Level of 1959 Survivor Benefit:</b>
	Benefits are paid monthly to certain survivors of a unit employee who dies before retirement.
21620	<b>Retired Death Benefit \$500:</b>
	Upon the death of a retiree, a one- time lump sum payment of five-hundred dollars (\$500) will be paid to the retiree's designated survivor(s), or to the retiree's estate.
21624 and 21626	<b>Post Retirement Survivor Allowance:</b>
	Provides surviving spouse fifty percent (50%) of the amount of retirement allowance, dependent on option choices, as it was at time of death of retiree.

## B. DEFINITION OF NEW MEMBER AND CLASSIC EMPLOYEES

The City contracts with CalPERS for retirement benefits. As a result of the Public Employees' Pension Reform Act of 2013 ("PEPRA"), new member employees and classic employees receive some different benefits. The definitions of "new member" and "classic member" are as follows:

### New Member

Government Code section 7522.04(f) defines "new member" as follows:

(f) "New member" means any of the following:

- (1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
- (2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.

(3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

**Classic Member**

CalPERS refers to all members who do not fit the definition of new member as a Classic member.

**C. EMPLOYEE PORTION OF SAFETY (SWORN) OF CALPERS RETIREMENT**

All "Classic" Safety members shall continue to pay a total of twelve percent (12%) of employee share of CalPERS contribution. All "New" Members will pay 50% of the total normal cost rate.

**D. EMPLOYEE PORTION OF MISCELLANEOUS (NON-SWORN) OF CALPERS RETIREMENT**

All "Classic" Miscellaneous employees shall continue to pay a total of seven (7%) of the employee share of CalPERS contribution. All "New" Members will pay 50% of the total normal cost rate.

**II. MISCELLANEOUS (NON-SWORN) - RETIREMENT BENEFIT - PARS "0.5% STACK"**

**A. ADDITIONAL RETIREMENT BENEFIT**

The City will provide an additional retirement benefit referred to as "PARS 0.5% Stack Plan" through the Public Agency Retirement Services (PARS).

New PEPPRA guidelines prohibit a public employer from offering the PARS 0.5% Stack Plan to any employee that was not covered by an existing plan prior to January 1, 2013.

**B. MISCELLANEOUS (NON-SWORN) UNIT EMPLOYEE PAYMENT SHARE**

All non-sworn unit employees will pay one and one-half percent (1.5%) of their salary to the City to help pay for the increased cost to the City for the "PARS 0.5% Stack Plan".

**C. ELIGIBILITY**

All non-sworn unit employees who have worked full-time for the City for at least five (5) years shall be eligible to receive "PARS 0.5% Stack" Retirement Benefits upon their retirement from the City.

**D. LIMITATIONS**

Eligible non-sworn unit employees as set forth in this section must retire from the City of Huntington Park to receive the "PARS 0.5% Stack" benefit.

### **III. HEALTH INSURANCE**

#### **A. HEALTH INSURANCE - CalPERS MEDICAL PLANS**

The City will provide unit employees, their eligible dependents and retirees and their eligible dependents with medical insurance provided through the California Public Employees' Retirement System under the Medical and Hospital Care Act (PEHMCA).

#### **B. HEALTH INSURANCE - CITY CONTRIBUTION**

1. The City shall contribute on behalf of each unit employee an amount equal to 100% of the cost of the employee's insurance plan (i.e. Employee Only, Employee plus One Dependent, Employee Plus Two or more Dependents) not to exceed the cost of the respective plan of the Kaiser Permanente (HMO)-Los Angeles Region Plan available through (PEMHCA).
2. Effective once during each fiscal year, at the time rate changes are implemented by CalPERS, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee plus One Dependent, Employee plus Two or More Dependents) equal to the Kaiser Permanente California — L.A. Region CalPERS approved HMO plan.

### **IV. RETIREE HEALTH INSURANCE**

#### **A. ELIGIBILITY**

A unit employee who subsequently retires from the City of Huntington Park and who qualifies as set forth in the following shall receive the following retiree Health Insurance Benefits upon official retirement from the City of Huntington Park. The intent of the parties is that entitlement to receive retiree health benefits is a vested benefit according to the plan in effect on the date an employee commences employment with the City. The inclusion of this vesting language is to comply with the Supreme Court's decision in *M&G Polymers v. Tackett*, 135 S.Ct. 926, 935 (2015), requiring that the intent to vest a benefit be explicitly set forth.

#### **B. RETIRED HEALTH INSURANCE BENEFIT**

1. All unit employees who officially retire from the City of Huntington Park with at least five (5) years of full-time service with the City of Huntington Park, the City shall pay one-hundred percent (100%) of the maximum level of the City's contribution based on the Basic Kaiser Permanente — L.A. Area Region monthly health premium for those eligible retired unit employees under the California Public Employee's Medical and Hospital

Care Act or other health insurance and all other form of health insurance for these retired employees and their dependents.

2. Effective January 1, 2011, for retired unit employees who are eligible for Medicare, the City's contribution shall be solely based upon Kaiser Permanente -L.A. Area Region Supplement/Managed Medicare monthly health premium or the Combination of both Basic (meaning non-Medicare basic medical coverage) and the Kaiser Medicare monthly health premium.
3. The City agrees to defend and indemnify and hold harmless the POA against all claims and/or other forms of liability arising from provisions of Article Four, Section IV, B-2 of this MOU.
4. These qualifying requirements shall be waived for unit employees who retire from City service on an Industrial Disability Retirement.

**C. RETIRED HEALTH INSURANCE BENEFIT FOR EMPLOYEES HIRED AFTER RATIFICATION OF THIS CONTRACT AND ONCE CALPERS CONTRACT IS AMENDED.**

All new unit employees hired after ratification of this contract and once CalPERS contract is amended, will not be eligible for retiree medical benefits beyond the minimum allowed by CalPERS.

The City will establish a Health Savings Account (HSA) by July 1, 2020, Contributions into the HSA will be solely the employee's responsibility.

**V. HEALTH INSURANCE PREMIUMS - OPT-OUT/CASH OUT OPTION (NON-PERSABLE)**

Unit employees may elect to discontinue participation in, "opt out," of the CalPERS Health Plan medical insurance coverage. The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.

**A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT**

1. For these medical plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
  - a) Individual coverage; or
  - b) One (1) employee may select a plan and list the spouse as a dependent.
2. A unit employee who is covered as the dependent of a City employee in the City plan is eligible for single-party rate "opt-out" compensation.3. Unit employees may not both insure each other or the same dependents.

**B. PROOF OF COVERAGE/WAIVE CITY LIABILITY**

1. Unit employees electing to cancel City health insurance coverage for themselves and all eligible family members must provide proof.
  - a) The unit employee is not receiving Medicare or Medical.
  - b) The unit employee must sign a document stating his/her desire to waive their City medical insurance coverage.
  - c) The unit employee has coverage through another (non-City) benefit plan end year prior to open enrollment (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's health insurance plan.

**C. OPT-OUT CASH VALUE (NON-PERSABLE)**

Unit employee's electing to opt out will receive the taxable cash (non-PERSable) value of one-half (0.5) of the monthly medical premium rate for which the unit employee would have qualified had the qualified unit employee not "opted-out" payable in two equal amounts and added to the first and the next subsequent paycheck of each month. If, for any reason, CalPERS determines that unit employees may not "opt out", this program becomes null and void.

**D. RE-ENROLLMENT IN CITY HEALTH INSURANCE PLAN**

1. After electing the Opt-Out provision, a unit employee and their dependents who later request to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier. Coverage will commence per the plan document.
2. A qualifying event shall be defined as set forth in the CalPERS medical plan, a copy of which is available to unit employees in the Human Resources Department.

**VI. DENTAL INSURANCE**

**A. BENEFITS - DELTA CARE/PMI PLAN**

1. Benefits — DeltaCare/PMI Plan. The City shall contribute an amount, equal to the DeltaCare/PMI premiums, but not to exceed the cost of coverage for an Employee plus Two or More Dependents, on a monthly basis towards an employee's choice of dental plans made available and administrated by Delta Dental Plan.

2. Effective once during each fiscal year, at the time rate changes are implemented by Delta Care PMI, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) to equal the corresponding Delta Care PMI monthly premium.

**B. LIMITATIONS — DELTA PREFERRED OPTION PLAN**

Unit employees who choose the Delta Insurance Delta Preferred Option Plan shall pay the difference in monthly premium between the Delta/PMI Plan and Delta Preferred Option Plan.

**C. DENTAL INSURANCE BENEFITS - LIMITATIONS**

The Dental Insurance coverage shall cease for unit employees upon termination, including retirement, at the end of the month after the unit employee terminates City employment.

**VII. LIFE INSURANCE**

**A. BENEFIT**

1. The City shall pay the full monthly premium for unit employees for Term Life Insurance Group coverage of \$100,000.
2. Said Life Insurance benefit shall include coverage for Accidental Death and Dismemberment (AD&D).

**B. LIMITATION**

This Life Insurance Plan Coverage shall cease upon the unit employee termination from City employment.

**VIII. VISION CARE INSURANCE**

**A. BENEFIT**

1. Effective July 1, 2010, the City shall pay the full monthly premium for the unit employee up to Employee plus Two or more Dependents category for Vision Care Insurance.
2. Effective once during each fiscal year, at the time rate changes are implemented, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for the vision care insurance monthly premium.

3. The vision care insurance coverage shall cease upon the unit employee's termination from City employment.

**IX. LONG TERM DISABILITY INSURANCE**

**A. PURPOSE**

The City has a Long-Term Disability insurance policy intended to augment the annual sick leave accrual and sick leave bank programs and provide certain income protection for unit employees up to one (1) year.

**B. BENEFIT**

1. The City shall pay the full monthly premium for the Long-Term Disability Insurance Plan Coverage for unit employees.
2. Long Term Disability may be used by sworn unit employees for non-work-related injuries or illnesses and may be used by non-sworn unit employees for either work or non-work-related injuries or illnesses, in accordance with City Policy and the insurance company carriers qualifying rules and regulations.
3. Long Term Disability Insurance benefits shall be paid to eligible unit employees in accordance with the policies established by the insurance carrier's written policy rules and regulations for qualifying and a thirty (30) calendar day waiting period established by the insurance carrier before benefits can be paid.

**C. LIMITATIONS**

1. The unit employee must use all their accumulated annual sick leave hours, and all accumulated sick leave bank time before being eligible to receive Long Term Disability benefits.
2. Accumulated sick leave may be used in separate thirty (30) calendar day periods.
3. This Long-Term Disability Insurance Plan shall cease upon the unit employee's termination from City employment.

**X. UNIFORMS ALLOWANCE AND ISSUED UNIFORM EQUIPMENT - SWORN UNIT EMPLOYEES**

**A. PURPOSE**

1. The purpose of uniform allowance is to provide sworn unit employees funds for the future purchase, replacement, and cleaning of uniforms and clothing.

2. Additionally, the funds are provided to compensate for all time expended in cleaning and maintaining required uniform equipment in proper order.
3. Unit employees, except employees on IOD status, who have been on an unpaid leave of absence for any reason from active service for any time in excess of sixty (60) calendar days, shall have the payments suspended and prorated.

**B. SWORN EMPLOYEES-POLICE /LATERAL POLICE OFFICER UNIFORMS - ONE-TIME PURCHASE ORDER**

1. Upon taking oath of office as a Police Officer or Lateral Police Officer for the City, Police Officer or Lateral Police Officers shall receive a one time purchase order for uniform clothing and equipment purchases in lieu of issue.
2. This one-time uniform clothing and equipment purchase order shall be used toward purchase of the following items:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>▪ 2 Long Sleeve Shirts</li> <li>▪ 2 Short Sleeve Shirts</li> <li>▪ 2 Uniform Pants</li> <li>▪ 1 Pants Belt</li> <li>▪ 1 Tie &amp; Tie Clip</li> <li>▪ 1 Winter Jacket</li> <li>▪ 1 Soft Hat</li> </ul> | <ul style="list-style-type: none"> <li>▪ 1 Set of Rain Gear<br/>(Hooded jacket, pants, rubber boots)</li> <li>▪ 1 set dark blue BDU's</li> <li>▪ 1 Name tag</li> <li>▪ Helmet and Face Shield with carry bag mask</li> <li>▪ Vest with one cover</li> <li>▪ Trauma First Aid Kit</li> </ul> |
|---|---|

**SAM BROWN UTILITY BELT WITH:**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>▪ 2 Handcuffs, key &amp; cases</li> <li>▪ Asp (Expandable baton) and case</li> <li>▪ OC (Pepper Spray) &amp; case</li> <li>▪ Standard duty weapon</li> <li>▪ 4 double snap keepers</li> <li>▪ Radio holder</li> </ul> | <ul style="list-style-type: none"> <li>▪ Holster to match standard duty weapon</li> <li>▪ 3 ammunition magazines</li> <li>▪ Baton belt ring</li> <li>▪ Baton</li> <li>▪ Key ring</li> <li>▪ Holster to match standard duty weapon</li> </ul> |
|--|--|

3. Some equipment items (re-issued equipment) may be provided to sworn unit employees as approved by Police Management.

**C. PURCHASE AND REPLACEMENT OF UNIFORM AND EQUIPMENT**



1. After the City provided the one-time purchase order to purchase initial uniform and equipment the sworn police employees will purchase, at his/her cost, maintain and replace the following items as needed:

- |                       |   |
|-----------------------|---|
| ▪ Long Sleeve Shirts  | ▪ 1 Soft Hat  |
| ▪ Short Sleeve Shirts | ▪ 1 Set of Rain Gear (Hooded jacket, pants, rubber boots) |
| ▪ Uniform Pants       | ▪ 1 set dark blue BDU's                                   |
| ▪ Pants Belt          | ▪ 1 Name tag  |
| ▪ Tie & Tie Clip      |   |
| ▪ Winter Jacket       |   |

**SAM BROWN UTILITY BELT WITH:**

- |                                   |                   |
|-----------------------------------|-------------------|
| ▪ 2 Handcuffs, key & cases        | ▪ Baton belt ring |
| ▪ Asp (Expandable baton) and case | ▪ Baton           |
| ▪ 4 double snap keepers           | ▪ Key ring        |
| ▪ Radio holder                    |                   |

2. After the City provided the one-time purchase order to provide the following safety equipment, the City will be responsible for maintaining and replacing the following safety equipment:

- |                                     |                                       |
|-------------------------------------|---------------------------------------|
| ▪ Duty weapon                       | ▪ Helmet & Face Shield with carry bag |
| ▪ Duty Weapon Holster               | ▪ Gas Mask                            |
| ▪ Ammunition magazines              | ▪ Vest                                |
| ▪ OC (Pepper Spray) canister & case | ▪ Trauma First Aid Kit                |

**D. UNIFORM CLEANING AND REPLACEMENT ALLOWANCE — SWORN UNIT EMPLOYEE**

All sworn unit employees shall receive a uniform purchase, cleaning and replacement allowance of one thousand two-hundred dollars (\$1,200.00) per year. The allowance shall

be paid over the course of the year through equal disbursements provided each pay period if the sworn unit member is employed for the entire year. Uniform Allowance pay will be suspended and prorated if the eligible employee is in an unpaid status for any period greater than 60 days.

**E. NON-SWORN PURCHASE AND REPLACEMENT OF UNIFORM AND EQUIPMENT**

After the City provided the one-time purchase order to purchase initial uniform and equipment the non-sworn police employee will purchase at his/her cost, maintain and replace the following items as needed

**Public Safety Dispatcher**

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Uniform Pants
- 1 Jacket “Tuffy” Type Black
- 1 Belt, Trousers, Basket Weave
- Silent Key Holder (Hush Keeper),  
Leather, Basket Weave
- 1 Name Plate

**Community Service Officer/Property and Evidence Specialist**

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Uniform Pants
- Silent Key Holder (Hush Keeper), Leather, Basket
- 1 Belt, Trousers, Basket Weave
- 1 Name Plate

**Jailer**

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- Silent Key Holder (Hush Keeper),  
Leather, Basket weave
- 1 Tie & Tie Clip

- 2 Uniform Pants
- 1 Jacket “Tuffy” Type Black
- 1 Belt, Trousers, Basket Weave
- 1 Tie Bar
- 5 Name Patches

**Parking Enforcement Officer**

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Uniform Pants
- 1 Jacket “Tuffy” Type Black
- 1 Rain Gear (Pant and Jacket)
- 1 Name Plate
- Envelope Holder, Black, Basket Weave
- Belt, Trousers, Basket weave (Black)
- Silent Key Holder Leather, Basket weave

**F. LIMITATIONS**

All unit employees who resign from their positions and are later reinstated shall not be recognized as a new hire and shall not be eligible for equipment allowance.

**G. PURCHASE - SPECIFICATIONS AND RECEIPTS**

1. Such uniform equipment purchases allowances meet legal requirements and shall be in lieu of the purchase and supply of these items by the City.
2. Uniform equipment and uniform clothing items shall meet specifications as set forth in the Huntington Park General Order Manual.
3. Unit employees shall provide the City with original receipt toward the purchase of those items in this section on Uniform Allowance.

**H. TERMINATION PRIOR TO COMPLETION OF PROBATION**

Any unit employee who fails probation with the City shall return to the City all uniform equipment purchased with or from the uniform allowance.

**I. UNIFORM EQUIPMENT — REPAIR AND REPLACEMENT**

**1. Repair and Replacement**

- a) The City shall replace or repair uniform equipment, damaged in the course of regular duty not due to regular wear and tear with Chief of Police approval
- b) Should the City choose to issue a voucher for the damaged item, such voucher shall be for an amount permitting the repairs or replacement of equipment meeting the minimum division standards regardless of the type, make, model or modifications of the item.
- c) Upon the City's replacement or issuance of a voucher, the damaged equipment shall be turned in to the City except equipment, which is repaired pursuant to approval by a division commander.

**2. Safety Equipment Replacement List**

The following is the uniform safety equipment that the City will replace after initial purchase order from City or repair:

- Duty weapon
- Duty Weapon Holder
- Ammunition magazines
- OC (Pepper Spray) canister & case
- Helmet & Face Shield with carry bag
- Gas Mask
- Vest
- Trauma First Aid Kit

**J. SPECIAL ASSIGNMENT SAFETY EQUIPMENT**

The City shall be responsible for the cost for initial purchase and replacement of safety equipment for the following special assignments:

- 1. Bicycle Detail
  - Safety Helmet and cover
  - Safety eye wear and gloves
- 2. SWAT Team
  - Entry vests or any increased ballistic vests
  - Safety Goggles
  - Gloves
  - Entry holster for alternative duty weapon
  - 1 Green BDU
  - 1 Training BDU

3. Motorcycle Officers
  - DOT approved helmet with boom mike and earpieces
  - Safety Glasses
  - Gloves
4. Detective Bureau/SERT/Gang Detail/Narcotics/K-9 Detail
  - Concealment holster for duty weapon
  - Other specialized equipment as required
5. Special Assignment Safety Equipment

City is responsible at its cost for initial purchase of the following equipment and the unit employee is responsible at his/her cost for maintaining and replacement thereafter of the following:

- Motorcycle Officers
  - 2 pair safety riding britches
  - Motorcycle Boots
  - Leather Jacket
  - Honor Guard
  - The Chief of Police retains the right to authorize uniform or equipment purchases for the Honor Guard.
6. Prior Special Assignment Posting
- The City is responsible at its cost for the initial purchase of special assignment uniforms for the unit employee when it is within one (1) year of a prior special assignment posting.

**K. OTHER UNIFORM ITEMS**

1. The City will provide at no cost to the unit employee uniform patches, badge, hat piece, and identification cards.
2. The unit employee will be responsible for purchasing rank insignia and authorized special assignment tabs or pins.

**L. CHIEF OF POLICE - SAFETY EQUIPMENT NOT LISTED**

The City, Police Department, and unit employees acknowledge employee safety is paramount and the changing nature and dangers that are inherent to police work may require safety equipment not listed in this MOU. Nothing in this agreement abrogates the City's responsibility to provide safety equipment as required by law and P.O.S.T. regulations.

**XI. UNIFORM ALLOWANCE AND ISSUED UNIFORM EQUIPMENT - NON-SWORN EMPLOYEES**

**A. PURPOSE**

1. The purpose of uniform cleaning and replacement allowance is to provide funds for the future purchase, replacement, and cleaning of uniforms and clothing.
2. Additionally, the funds are provided to compensate for all time expended in cleaning and maintaining required uniform equipment in proper order.

**B. UNIFORM PURCHASE ORDER- NON-SWORN UNIT EMPLOYEE**

1. Non-Sworn unit employees shall receive a one-time uniform purchase order cleaning and replacement allowance for the following non-sworn classifications:
  - Public Safety Dispatcher
  - Public Safety Dispatch Supervisor
  - Community Service Officer
  - Jailer
  - Parking Enforcement Officer
  - Property and Evidence Specialist

**C. ANNUAL UNIFORM CLEANING AND REPLACEMENT ALLOWANCE**

1. After the initial purchase order to purchase required uniform and equipment, non-sworn unit employees shall receive an annual uniform allowance as follows:

<b>Annual Uniform Cleaning and Replacement Allowance</b>	
<b>Classification</b>	<b>Uniform Allowance</b>
Public Safety Dispatcher	\$1,000.00
Public Safety Dispatch Supervisor	\$1,000.00
Community Service Officer	\$1,000.00
Jailer	\$1,000.00
Parking Enforcement Officer	\$1,000.00
Property and Evidence Specialist	\$1,000.00

**XII. BOOT ALLOWANCE****A. PURPOSE**

The annual boot allowance is for unit employees to purchase and/or replace work boots.

**B. ALLOWANCE**

All unit employees who have worked for the City a minimum of one (1) year shall receive an annual allowance of one-hundred fifty dollars (\$150), in the first complete pay period in July of each fiscal year.

**XIII. TUITION REIMBURSEMENT PROGRAM****A. PURPOSE**

The purpose of the City's Educational Tuition Reimbursement Program is to promote and encourage employees to obtain a college level education up to, and including, a Bachelor's degree. All unit employees may use the tuition reimbursement program each fiscal year, subject to the conditions of the program set forth in this section.

**B. ANNUAL REIMBURSEMENT**

1. The maximum amount of the annual reimbursement shall be fifteen hundred (\$1,500) dollars, which shall cover tuition, enrollment fees, required textbooks and other related material;
2. Participation for reimbursement shall be on a first-come, first-served basis and subject to a twenty-five thousand (\$25,000) dollar City-wide cap. If the \$25,000 City-wide annual cap is not reached, the remaining amount does not result in an increase to the maximum annual reimbursement amount;
3. To the extent that funds remaining in the pool are insufficient to fund all the supplemental applications, participants shall receive equal reimbursements from the remaining funds in the City-wide Tuition Reimbursement Fund.

**C. REQUIREMENTS**

1. All courses must be completed at an accredited college, university, community college or other institution, as recommended by the Police Chief and approved by the City Manager;
2. To be eligible for reimbursement, unit employees must receive a grade of "C" or better (or "Pass" if the course is given on a "Pass/Fail" basis);
3. Classes must be taken while a unit employee is off-duty and not during employees scheduled work hours; and
4. Approval for reimbursement must be obtained from the City Manager prior to the beginning of the class and payment for reimbursement shall be made

only after the certified transcript of grades and receipts for payment of tuition fees and other expenses are received by the City.

**XIV. COFFEE SUPPLIES**

The coffee and related supplies that are provided for the City Council and the various City Commissions shall also be made available for use by City employees.

**ARTICLE FIVE:**

**LEAVE POLICIES**

**I. HOLIDAYS**

**A. ANNUAL HOLIDAY LEAVE**

Regular full-time employees shall be compensated a total of one hundred (110) hours of Holiday Leave per fiscal year at his/her base rate.

**B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES**

**1.** The official paid recognized holidays granted to unit employees are as follows:

- (1) New Year's Day (January 1)
- (2) Martin Luther King's, Jr. Birthday (3<sup>rd</sup> Monday in January)
- (3) President's Day (3<sup>rd</sup> Monday in February)
- (4) Cesar Chavez Birthday (March 31<sup>st</sup>)
- (5) Memorial Day (4<sup>th</sup> Monday in May)
- (6) Independence Day (4<sup>th</sup> of July)
- (7) Labor Day (1<sup>st</sup> Monday in September)
- (8) Veterans Day (November 11)
- (9) Thanksgiving Day (4<sup>th</sup> Thursday in November)
- (10) Day after Thanksgiving
- (11) Christmas Day (December 25<sup>th</sup>)



2. The City Manager or City Council has the right to designate any additional day or part of a day as a Holiday.

**C. UNUSED HOLIDAY LEAVE TIME**

**1. Sworn Unit Employee**

- a) For sworn unit employees, unused Holiday Leave Time shall be accumulated and paid in the last pay period in June of each fiscal year.
- b) A sworn unit employee who is not required to work on his/her regularly scheduled workday because it is a recognized City Holiday, may, at the employee's option, use accrued vacation leave, COLA in Lieu Leave or compensatory time off to provide a full paycheck for the pay period.

**2. Non-Sworn Unit Employee**

- a) For non-sworn employees, unused Holiday Leave Time shall be paid in the pay period where the recognized City holiday occurs.
- b) If a non-sworn unit employee works on a recognized City holiday, he or she shall receive his/her regular salary (including overtime, if applicable) plus ten (10) hours of holiday leave pay.
- c) If a non-sworn unit employee is not required to work or has his/her request for a holiday leave off approved, he/she shall be compensated only for ten (10) hours of holiday pay for that day.
- d) A non-sworn unit employee shall not use vacation time, COLA or compensatory time for the requested time off.

**D. USE OF HOLIDAY LEAVE**

Unit employees may take his/her unused Holiday Leave Time as approved by Police Management with due regard to the service needs of the City and the needs of the unit employee.

**E. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY**

- 1. When a unit employee is required to work on an official holiday, all hours worked shall be paid at the unit employees' regular hourly rate of pay; and
- 2. No Holiday Leave Time shall be deducted from their annual Holiday Leave Bank.

**F. HOLIDAYS OCCURRING DURING VACATION PERIOD**

Any official holiday time occurring within a non-sworn unit employee's vacation period shall be charged as Holiday Leave Time in lieu of Vacation.

**G. HOLIDAYS AND SICK LEAVE USE**

If a unit employee is on Annual Sick Leave or taking Sick Leave Bank Leave on the last working day before the holiday or immediately after any official holiday, ten (10) holiday leave hours shall be deducted from their annual Holiday Leave Bank.

**H. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION**

1. Any unit employee terminating City employment, either voluntarily or involuntarily, shall have any eligible accrued Holiday Leave Time hours cashed out at the employee's current hourly rate of pay.
2. Eligible holiday hours shall mean those holidays in the fiscal year which have already been earned by the terminating unit employee. (Earned meaning the employee was employed by the City when certain eligible Holidays had occurred.)
3. In the case of any unit employee whose employment with the City is terminated by death, such payment shall be made to the estate, spouse or beneficiaries entitled to, or in the case of doubt to the beneficiary of records for public retirement, upon approval by the City Attorney.

**I. DECEMBER 24-CHRISTMAS EVE/DECEMBER 31- NEW YEAR'S EVE**

1. If approved by the City Manager, each unit employee, who is scheduled to work and is working on December 24 and December 31, except those unit employees determined by the City Manager and Chief of Police to provide services for the necessary functions of the Police Department which he/she is employed, shall be permitted to be absent for duty five (5) hours on December 24 (Christmas Eve) and December 31 (New Year's Eve) or the last working day prior to December 24 and December 31.
2. Only unit employee actually working on December 24 or December 31 or the last working day prior to December 24 and December 31 shall be eligible and considered for this leave.
3. Should a unit employees be on approved leave with pay (holiday leave, vacation leave, or compensatory time, but not sick leave) on December 24 or December 31 and it's a regular assigned workday for them they shall be charged leave time for five (5) hours for said day.

**II. VACATION LEAVE**

**A. VACATION LEAVE ACCRUAL**

1. All unit employees are eligible to earn vacation leave time.
2. Unit employees shall accrue vacation leave time on the fifteenth (15) day of each month.
3. Unit employees shall be entitled to utilize their accumulated vacation leave with pay upon completion of six (6) months of continuous employment with the City and approval by Chief of Police.

**B. VACATION LEAVE EARNED**

1. Vacation time shall be earned and accrued on the following basis:

<b>YEARS/MONTHS EMPLOYED</b>	<b>VACATION EARNED Per month</b>	<b>VACATION EARNED Per Year</b>	<b>*TWICE MAXIMUM VACATION EARNED</b>
0-4 yrs (0-48 months)	9.33 hours per month	112 hours per year	224 Hours
5-9 yrs (49-108 months)	12.66 hours per month	152 hours per year	304 Hours
10 yrs and up (109 months and up thereafter)	16.66 hours per month	200 hours per year (see B.3 below)	400 Hours

2. Vacation Leave is earned on a continuous service time with the City and is prorated on a monthly basis.
3. \*After a unit employee accrues twice their annual Vacation Leave Time accrual said unit employee ceases to earn Vacation Leave balance. The affected unit employee will only begin accruing vacation Leave Time again after their vacation Leave balance is less than twice the annual Vacation Leave Time accrual.

**C. APPROVAL OF VACATION LEAVE REQUESTS**

The Department Head shall approve unit employee Vacation Leave requests with due regard to the service needs of the City and the personal need of the unit employee.

**D. NO VACATION TAKEN PRIOR TO ACCRUED**

1. Unit employees may take only Vacation Leave as they have accumulated at the time the vacation begins.
2. Vacation Leave shall only be approved if the unit employee has accumulated sufficient Vacation Leave.

**E. LIMITATIONS ON VACATION LEAVE**

1. Vacation is charged on the basis of the actual hours the unit employee is on vacation leave, rounded to the nearest quarter (0.25) hour.
2. Unit employees do not accrue vacation leave while on leave in excess of thirty (30) calendar days.
3. An employee who is sick during their vacation leave may charge the period of illness and/or injury to sick leave if available. Verification may be required from a physician.

**F. PAYMENT ON SEPARATION**

1. Employees will be paid a lump sum of all accrued Vacation Leave upon separation at their current rate of pay. Upon death all accrued vacation leave will be paid to the employee's beneficiary, after approval by the City Attorney.
2. Unit employees who are reemployed after one (1) year or more in break of service time receive vacation leave as if they were a new employee.
3. Those reemployed after less than a one-year break, shall begin accruing vacation leave using their total City service time.

**G. VACATION CASH-OUT IN LIEU OF GRANTING VACATION**

Certified unit members may make an irrevocable election to cash-out a maximum of 80 hours of vacation time so long as in the current calendar year the unit member has used at least 80 hours of cumulative vacation time. Such an election shall be designated by October in the calendar year prior to desired cash-out year and paid between July and November of the following calendar year.

**III. SICK LEAVE**

**A. PURPOSE OF SICK LEAVE**

1. Sick Leave is not a right, which a unit employee may use at his or her discretion. Sick leave is leave from duty necessitated by illness or injury to the unit employee or illness or injury of a member of the unit employee's immediate family requiring the unit employee's attendance, and medical

appointment to the extent that such appointment cannot be scheduled outside the workday.

2. For the purposes of this section, immediate family means employee's spouse or domestic partner, child, stepchild, father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild, or other individual residing in the same household whose relationship to the unit employee is that of a dependent.
3. The maximum amount of accrued sick leave that can be used by a unit employee for use for their immediate family shall be forty-eight (48) hours per fiscal year.
4. All sick leave requires approval by Police Management and such requests will not be unreasonably denied.

**B. SICK LEAVE ACCRUAL RATE**

1. Each eligible unit employee shall accrue Sick Leave at the rate of eight (8) hours for each month, or major fraction thereof, of continuous City services.
2. The maximum annual Sick Leave accrual shall be ninety-six (96) hours for each year of continuous City service.
3. There is no maximum limit on the amount of total Sick Leave bank a unit employee may accumulate with the City.
4. A unit employee shall not accrue sick leave during absences from duty in excess of thirty (30) calendar days by reason of illness, disability or injury on duty, except where such credit is mandated by law (Labor Code 4850).

**C. 50% CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE**

1. In the last pay period of each fiscal year, one half (50%) of an employee's unused, accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by the City at the unit employee's regular rate of pay in effect on June 30th.
2. The remaining one-half (50%) of a unit employee's unused Sick Leave from the fiscal year (not to exceed forty-eight (48) hours) shall be added to the unit employee's Sick Leave Bank.
3. Unit employees shall receive the payment for the cash-out of leave in November following the end of the fiscal year.

4. With the exception of the annual cash out of one-half (50%) of a unit employee's unused, accrued sick leave from that fiscal year, there is no other cash out of accrued sick leave.
5. Upon separation, an employee shall be paid for 50% of their accrued unused sick leave from that fiscal year (plus the employee's payout of the prior fiscal year, if it was not previously paid). No sick leave bank time is paid to employees upon separation.

**D. USE OF SICK LEAVE**

1. In order to receive compensation while absent on sick leave an employee (or someone on the employee's behalf) shall notify the Chief of Police or immediate supervisor within thirty (30) minutes after the beginning of the unit employee's daily duties.
2. The first day of sick leave shall not commence until such notice is given except in cases of emergency or when provision of such notice is not reasonably possible.
3. In order to be compensated with sick leave for three (3) or more consecutive working days, the unit employee shall be required to submit upon return to work, a physician's verification of illness or injury.
4. A unit employee may use accrued sick leave for the actual number of hours of the regular work period that the unit employee is absent due to illness or injury.
5. A unit employee's Sick Leave Bank is limited to use for situations of catastrophic leave as approved by the City. Sick Leave Bank hours cannot be used to supplement regular sick leave or a lack of sick leave hours. Catastrophic leave shall be defined as a catastrophic illness of an employee, that is any non-occupational illness, injury, or physical or mental condition of such serious nature as to require long-term absence from work. Chronic illnesses or injuries which result in intermittent absences from work may be considered catastrophic; however, eligibility for catastrophic leave under these circumstances is determined on a case-by-case basis.

**E. ABUSE OF SICK LEAVE**

1. A unit employee shall be subject to disciplinary action for abuse of sick leave, which is defined as a unit employee's use of sick leave when the unit employee is not sick, not required to care for a member of the employee's immediate family or not attending a doctor's appointment.

2. If a unit employee calls in sick in violation of the City's rules and regulations, then a deduction shall be made from the unit employee's earned vacation credit, holiday bank, and/or compensatory time bank.

**F. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS**

A unit employee who is absent due to illness or injury and who does not have any form of accrued leave on the books shall be required to furnish a physician's statement giving the reason for the absence and a further statement indicating that the unit employee is fit to return to work with or without limitations.

**IV. PERSONAL BUSINESS LEAVE**

**A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR**

Each unit employee may use up to two (2) working days per calendar year of Sick Leave for personal time days as part of the unit employee's accrual.

**B. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE**

In order to be compensated while absent on Personal Time Leave, the unit employee must notify the Chief of Police or designee at least twenty-four (24) hours in advance; provided that such notice shall not be required in an emergency situation. However, the unit employee shall notify the Chief of Police or his/her immediate supervisor within thirty (30) minutes after the beginning of his/her shift. All Personal Time Leave requires the Chief of Police or designee's approval.

**C. LIMITATIONS**

1. Personal Time Leave shall be charged to the unit employee in even two (2) hour Sick Leave increments or more.
2. Personal Time Leave shall be deducted from the unit employee's annual sick leave accrual.
3. Any unused sick leave, including Personal Time Leave shall be compensated in accordance with the City's Annual accumulated unused sick leave buy-back program.
4. Personal Time Leave shall not be used for vacation or any other leave.

**V. WORK RELATED DISABILITY**

**A. POLICY**

1. If an industrial injury causes temporary disability to a non-sworn unit employee, payment shall be made on the fourth (4th) day after the injured unit employee leaves work as a result of the injury; provided, that in cases where the injury causes disability of more than fourteen (14) calendar days or necessitates hospitalization, the disability payment shall be made from the first (1st) day the injured unit employee leaves work or is hospitalized as a result of the injury.
2. The City may provide a temporary light-duty assignment when available and when a treating physician's release for such an assignment is obtained.

**B. USE OF LEAVE BENEFITS**

Sworn unit employees who have exhausted Labor Code 4850 benefits and non-sworn unit employees beginning with their thirty-first (31) calendar day of such disability, may use all accumulated leave time benefits (sick leave, compensatory time off, holiday, vacation, etc.) with any workers' compensation temporary disability or permanent disability payment to augment their pay to their full salary.

**VI. SICK LEAVE WITHOUT PAY**

**A. POLICY**

Whenever a unit employee must take sick leave, but does not have any annual sick time accrual or sick time accrual bank credit accumulated for such sick leave because he or she has either not yet earned any credit for such sick leave or has exhausted such credits through the use of sick leave accrual or long term disability accrual, then such unit employee may be allowed to take sick leave, without pay, upon approval of the City Manager.

**B. LIMITATIONS**

1. Use of unpaid sick Leave, in combination with annual sick leave accrual or sick leave bank accrual, shall not extend beyond one (1) year. Unit employees shall retain all rights and privileges granted unit employees on a regular sick leave, except for compensation and except that they shall not accumulate holidays, vacations or annual sick day accrual or sick leave bank accrual while on unpaid leave.
2. Such unit employee shall return to the same step and range currently assigned to such former position if and when the unit employee returns to work.

**VII. TEMPORARY MODIFIED WORK**

**A. ELIGIBILITY**



Any unit employee who is temporarily incapable of performing his/her normal assigned duties because of an illness or injury may request assignment or be required by his/her department supervisor to participate in the temporary modified work program.

**B. LIMITATIONS**

Participation in the temporary modified work program is limited to unit employee who shall not:

1. Have an industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
2. Have a non-industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
3. Be in a Vocational Rehabilitation Plan approved by the City.

**C. APPLICATION AND ACCEPTANCE**

Application for the Temporary Modified Work shall be in writing by the unit employee when consideration is requested for the work program and by written direction when the Chief of Police requires the employee to participate. The Chief of Police shall make a determination of admission to the program based upon such factors as:

1. The attending physician's release to temporary modified work program;
2. Availability of City-wide work stations suitable to accommodate the employee's specific limitations; and
3. The employee's ability to perform satisfactorily in a selected temporary assignment.

**D. OUTSIDE EMPLOYMENT**

During convalescence and/or temporary modified work assignment, employees shall be expressly forbidden from engaging in any outside employment that would interfere with their convalescence.

**E. FINAL DECISION**

The Chief of Police shall make the final decision regarding an employee's eligibility for a temporary modified work assignment based upon stated criteria and shall provide written notification of the determination to the affected unit employee.

**VIII. CITY SHALL COMPLY WITH ITS LEGAL OBLIGATIONS RELATED TO GUARANTEED STATE AND FEDERAL LEAVE RIGHTS**

At all times the City will comply with its legal obligations related to the leave rights guaranteed to employees by applicable federal, state, and local laws (e.g. FMLA/CFRA, Military Leave, Military Family Leave, Voting Leave, Pregnancy Disability Leave, School Leave, Jury Duty Leave, etc.)

**IX. LEAVE OF ABSENCE WITHOUT PAY**

**A. POLICY**

1. Upon written request, the City Manager may, in his/her discretion and upon recommendation of the Chief of Police, grant a leave of absence to any unit employee who has been employed by the City regularly for one (1) year or more.
2. Any such unit employee, with the approval of the City Manager or Chief of Police, may return prior to the time fixed for the expiration of such leave.

**B. LIMITATIONS**

In no event shall the City Manager grant a leave of absence contrary to this MOU or the Civil Service Rules and Regulations.

**X. ABSENCE WITHOUT PAY**

**A. POLICY**

Failure of a unit employee to report for duty on a normal working day or shift without notice to his/her department head of the reason for such absence within thirty (30) minutes after the time designated as the beginning of the workday shall constitute absence without leave and without pay.

**B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION**

1. A unit employee who is absent without authorization for three (3) or more consecutive workdays and who fails to contact the Chief of Police to provide justification for the absence and who's absence would cause disruption to a City service, shall be considered to have abandoned his/her position and resigned from City employment as of the third (3rd) day of absence.
2. The Chief of Police shall notify the unit employee that the City considers him/her to be absent without leave, and that, under this section, a termination of employment will be processed.

3. Such notification shall be made pursuant to the procedures for notification of intent to discipline as provided in the Civil Service Rules & Regulations.
4. The unit employee may be reinstated, subject to disciplinary action for other causes, if adequate justification for the absence is provided to the Chief of Police prior to the end of the notification period.

**XI. EMPLOYEE DEATH - ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE**

In the event a unit employee's services are terminated as a result of the employee's death, the payment of eligible accumulated unused vacation leave, sick leave and compensatory time off, if any, shall be made to the employee's spouse or estate. If there are questions of doubt as to the appropriate person(s) entitled thereto, the beneficiary of record for the California Public Employees' Retirement System shall be determined, with the approval of the City Attorney.

**ARTICLE SIX:**

**WORKING CONDITIONS**

**I. AMERICANS WITH DISABILITIES ACT (ADA)**

**A. ACCOMMODATIONS**

1. The HPPOA recognize that the City may be required to make accommodations in order to carry out its obligations under the Americans with Disabilities Act (ADA).
2. Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement.
3. In such cases, the parties agree that such accommodation shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.

**B. ADA COMPLIANCE**

1. The HPPOA recognizes that circumstances surrounding ADA compliance in individual cases may involve matters which are personal and require the utmost confidentiality.

2. Specifics of an individual case may not be divulged by the City or HPPOA.

**C. ACTIONS TAKEN NOT GRIEVABLE**

Actions taken by the City under Section I, shall not be subject to the grievance procedure.

**II. RESIGNATION**

A unit employee wishing to leave the City in good standing shall file with the Chief of Police a written notice stating the effective date and reasons for leaving at least two (2) weeks in advance of his or her resignation. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Human Resources Office. Failure to give notice may be the cause for denying future employment with the City.

**III. EMPLOYEE INCARCERATED - UNABLE TO REPORT TO WORK**

**A. NON-PAY STATUS**

1. Should a unit employee become incarcerated and held in any jail custody and not be able to come to work to perform his/her job assigned work schedule and duties, they shall be placed on unpaid, administrative leave — unable to report to work status, until they return to work as assigned.
2. If a unit employee is indicted by any Federal, State or Superior Court or held to answer by the court on any felony charge, the unit employee may at the discretion of the Chief of Police, be placed on unpaid administrative leave.
3. If the charge(s) are dismissed by the court or if the unit employee is cleared of all charges, the City may reimburse the unit employee's Holiday Time, Vacation Time, and CTO that was used by the unit employee during that time period. The unit employee is not entitled to any reimbursement other than those listed in this section.
4. If a sworn unit employee is prohibited from possessing a firearm as a result of legal proceedings, then the unit employee may, at the Chief of Police's discretion, be placed on unpaid Administrative Leave until the prohibition is lifted.

**B. USE OF ACCUMULATED LEAVE**

Unit employees who are on unpaid Administrative Leave and/or unable to report to work may use their accumulated, if any, Vacation, Holiday or Compensatory Time for any unpaid work time due to their incarceration or indictment. The use of accumulated leave, however, does not preclude the City from taking disciplinary

action against the employee if the conduct that resulted in the incarceration or indictment violated any City or Department policy, code, or expectation.

**C. NO USE OF SICK LEAVE**

No unit employee may use any of their accumulated sick time to cover any unpaid time due to their incarceration or indictment.

**IV. CITY DRESS CODE**

**A. RIGHT TO SET DRESS CODE**

The City reserves the right to establish and regulate a Workplace Dress Code for all unit employees subject to meet and confer with the HPPOA.

**B. POLICE DEPARTMENT UNIT EMPLOYEES**

Unit employees shall abide by the Police Personnel appearance and grooming standards as set forth by Police Management in the Police Department Policy Manual.

**V. CITY ADMINISTRATIVE POLICIES**

**A. POLICIES**

The City has a number of Administrative Policies covering a wide range of subjects, which address important City and work-related issues. These policies remain in full force and effect and may or may not be addressed specifically in this MOU. All currently enforced City Administrative policies apply to the Police Department and its personnel.

**B. ADDITIONAL ADMINISTRATIVE POLICIES**

Additional City Administrative Policies may be implemented in the future as set forth in the Management Rights Clause in Article One, Section X of this MOU.

**VI. POLICE DEPARTMENT SUBSTANCE ABUSE POLICY**

**A. POLICIES**

The City and HPPOA have a mutual agreement upon Police Department Substance Abuse Administrative Policy adopted March 18, 1996, and amended July 1, 2001.

**B. RANDOM DRUG TESTING**

The policy includes Random Drug testing requirement for all sworn and non-sworn police unit employees.

**C. DETAILS**

Specific details of the program are set forth in the policy and copies are available in the Police Department and the Human Resources office.

**VII. SPECIAL EVENTS****A. PREFERENCE**

Whenever a special event is scheduled to occur in the City and, in the opinion of the Chief of Police, law enforcement employees are required, sworn officers will be given first preference to those law enforcement assignments. Should a special event be cancelled on the same day as scheduled for the event, the sworn employees assigned to that event shall be compensated for either the scheduled duration of the event or four (4) hours, whichever is less. If the event is canceled before the scheduled day of the event, there shall be no minimum pay.

**B. PROCEDURES**

Such assignments shall be made in accordance with procedures established by the Chief of Police.

**VIII. SENIORITY SHIFT BID POLICY****A. SENIORITY - POLICE SERGEANT**

1. Seniority for a Police Sergeant shall be based on the employee's initial date of promotion to the rank of Police Sergeant.
2. If more than one Police Sergeant is promoted on the same date, the Civil Service test results listing the position on the eligibility list will be used to determine their seniority in regard to shift bidding.
3. Police Sergeants may not bid for the same shift with the same days off for more than one year.

**B. SENIORITY - POLICE CORPORAL**

1. Seniority for a **Police** Corporal shall be based on the employee's date of promotion to the rank of **Police** Corporal.
2. If more than one **Police** Corporal is appointed on the same date, the officer's position on the eligibility list will be used to determine seniority in regards to shift bidding.
3. **Police** Corporals may not bid for the same shift with the same days off for more than one year.

**C. POLICE OFFICER**

1. Seniority for a Police Officer shall be based on the employee's total length of time of continuous service with the City of Huntington Park.
  - a) This includes the twelve (12) months first served as a Police Officer Trainee and then the six (6) months as a Probationary Police Officer and the total time served shall not exceed eighteen (18) months. The original date of hire for the purpose of seniority in the class of Police Officer shall begin on the employee's initial hire date as a Police Officer Trainee.
  - b) An employee hired directly into the classification of Police Officer shall serve a twelve (12) month probationary period. The original date of hire for the purpose of seniority in the class of Police Officer shall begin on the initial hire date of the probationary period for Police Officer.
  - c) An employee hired directly as a Lateral Police Officer shall serve a twelve (12) month probationary period. The original date of hire for the purpose of seniority in the class of Lateral Police Officer shall begin on the initial hire date of the probationary period for Lateral Police Officer.
  - d) If more than one (1) Police Officer is sworn in on the same date and time, the Police Officer's ranking on the hiring eligibility list will be used to determine seniority in regards to shift bidding.
2. Police Officer may not bid for the same shift with the same days off for more than one year.

**D. SENIORITY - PARKING ENFORCEMENT OFFICER**

1. Seniority for a Parking Enforcement Officer shall be based on the date of appointment as Parking Enforcement Officer.
2. If more than one Parking Enforcement Officer is appointed on the same date, the officer's position on the list will be used to determine seniority in regards to shift bidding.
3. Parking Enforcement Officer may not bid for the same shift with the same days off for more than one year. A shift trade counts toward the one-year limit. Management may assign any shift based on operation or performance evaluation needs.

**E. ORIGINAL DATE OF HIRE**

The original date of hire shall determine seniority between unit members for the purpose of Shift Bidding, Service Credit and Vacation Leave Time Accrual with City.

**F. DEMOTION TO A LOWER RANK**

Should a unit employee in a higher rank be demoted to a lower rank that Police Officer will bid on the shifts based on the date of the original promotion to the lower rank.

**G. SENIORITY BIDDING**

1. With respect to work assignments in the Patrol Division, regular work shifts and days off will be based on the above-mentioned seniority.
2. Shift selection procedures involving unit employee bidding based on seniority shall be implemented regularly in four (4) or six (6) months increments.
3. Officers may not bid for the same shift with the same days off for more than one.

**H. SPECIAL CONSIDERATIONS**

1. Police Corporals — there shall be a minimum of one (1) Police Corporal per crew when applicable.
2. Special Units/Assignments — All unit employees assigned to special units/assignments are exempt from the shift bidding process.
3. Seniority — Primary
  - a) Seniority shall be the primary consideration in scheduling a single period of annual leave for each member based on the officer's date of hire or date of promotion in rank.
  - b) If more than one Police Corporal is appointed on the same date, the Civil Service test results of the officer's position on the list will be used to determine seniority in regards to shift bidding.

**I. PROBATIONARY EMPLOYEES**

1. Police Officers who are in the FTO training program, as a Police Officer shall have the same shift and days off as their assigned training officer.
2. Probationary employees shall not be allowed to bid for a shift until they have officially passed probation.



3. At that time, they shall acquire seniority from their date of hire.

**J. SPECIAL ASSIGNMENT**

1. Special assignments and non-patrol assignments shall not be affected by the above listed shift bid schedule.
2. Police Officers assigned to special or non-patrol assignments shall have their shifts and days off determined by the Chief of Police, or designee.

**K. REASSIGNMENT**

1. If a Police Officer is reassigned from a special or non-patrol assignment, the Police Officer will fill the vacated spot of the replacement Police Officer for the continuation and remainder of the shift bid cycle.
2. Upon completion of the shift bid cycle, the Police Officer reassigned to patrol will take part in the shift bid in the above listed manner.

**L. LIMITATIONS**

Once a shift is bid upon and assigned, it cannot be traded between Police Officer without the authorization from the Chief of Police, or designee.

**M. POLICE MANAGEMENT — RIGHT TO TRANSFER**

Police Management retains the right to transfer employees where unforeseen circumstances occur, based on the needs of the police department in accordance with the police department's established practice.

**ARTICLE SEVEN:**

**GRIEVANCE PROCEDURE**

**A. SCOPE AND LIMITATIONS**

In accordance with the Civil Service Rules, the purpose of the grievance procedure is to provide adequate opportunity for City employees to bring forth their views and concerns relating to any alleged unfair or improper aspect of their employment situations and to seek corrective action

**B. SCOPE AND LIMITATIONS**

The grievance procedures as set forth in the following shall apply to all employee grievances except where other methods have been specifically prescribed in the Civil Service Rules or in this MOU.

**C. PROCEDURE****1. 1st STEP INFORMAL - VERBAL**

In any instance of grievance, the employee or employees concerned shall first verbally make efforts to resolve such grievance with their immediate supervisor.

**2. 2nd STEP — FORMAL WRITTEN**

- a) In the event such verbal efforts with their immediate supervisor are not productive to a mutually satisfactory resolution, the aggrieved employee or employees may present their complaint in writing.
- b) Said complaint shall set forth all the issues involved, and it shall be free from any charges or language not germane to the real issue involved.
- c) The written grievance complaint shall be signed by the employee or employees and shall be submitted to the employee's immediate supervisor. The supervisor shall promptly forward the written grievance to the Department Head.
- d) The Department Head will make such investigation of the facts and issues as he/she deems necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and with the conduct of the department's business.
- e) Upon reaching such conclusion, but in no event later than fifteen (15) working days, unless otherwise agreed by the parties, following his/her receipt of the grievance statement, the Department Head shall reply to the grievance in writing, stating the department head's findings and decision on the issue(s) involved.
- f) A copy of such written reply shall be transmitted to the employee by the Department Head.

**3. 3rd STEP — APPEAL TO PERSONNEL OFFICER (CITY MANAGER)**

- a) If the employee wishes to appeal the grievance further, he/she shall within two (2) working days of the receipt of the Department Head's written reply, so notify the Department Head of their request to appeal their grievance to the City's Personnel Officer.
- b) The Department Head shall then notify the Personnel Officer of such appeal and shall submit the original written grievance complaint

together with the written decision of the Department Head to the Personnel Officer.

- c) The Personnel Officer shall then promptly arrange a grievance meeting with the aggrieved employee, the Department Head, and him or herself. At such meeting(s) discussion shall be limited to the issues raised in the grievance complaint and an earnest effort shall be made to arrive at a satisfactory resolution of the issue(s).
- d) A record of notes shall be made of the substance of the issues and conclusions of the meeting as the Personnel Officer deems necessary.
- e) The conclusions and finding of the grievance meeting shall be reduced to writing and will be provided to the grieved party and Department Head and shall be final except in cases as set forth in Section 4 below.

**4. 4th STEP APPEAL TO THE CIVIL SERVICE COMMISSION**

- a) Only in such cases, which involve the alleged violation of the Civil Service Rules, the Classifications in the Salary Resolution or City's Personnel Rules, including: (1) job classification, (2) conduct, scoring or recording of examinations, (3) employee performance evaluation for permanent employees, (4) dismissals, suspension or demotions, subject to the special rules thereon, (5) reduction in salary not provided for by resolution of the City Council, (6) re-employment rights, and (7) layoff action (subject to the special rules thereon), the employee may within two (2) working days after receiving the notice of the Personnel Officer's decision, submit written notification to the Personnel Officer requesting the submission of the grievance issue to the Civil Service Commission, stating specifically the paragraphs and subparagraphs of the Civil Service Rules, The City's Personnel Rules which he/she alleges are being violated.

**5. 5th STEP CIVIL SERVICE COMMISSION REVIEW**

- a) The Personnel Officer shall then submit said written request, together with copies of all pertinent forms, documents, and materials, to the Civil Service Commission and the Commission shall review all such evidence and information as it relates to the specific grievance alleged by the employee.

- b) The Commission may then at its discretion make such investigations and hold such hearing as it requires and shall make its findings and decision on said grievance set forth in the Civil Service Rules

**ARTICLE EIGHT:**

**GENERAL PROVISIONS**

**I. TERM OF MEMORANDUM OF UNDERSTANDING**

This MOU shall be effective July 1, 2024 and together with all the terms, conditions and effect thereof, shall expire as of midnight on June 30, 2029.

**II. EMERGENCY WAIVER**

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by the City, the non-economic provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergencies. After the emergency is over, the Huntington Park Police Officers' Association (HPPOA) shall have the right to meet and confer with the City regarding the impact on unit employees of this suspension of these provisions in this Memorandum of Understanding.

**III. SEVERABILITY PROVISION**

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Memorandum of Understanding be found to be illegal, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the City and the HPPOA agree to meet to determine an alternative equivalent article, section, subsection, subdivision, sentence, clause, phrase, or provision, if any.

**IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY**

1. Reference is made in this MOU to certain Civil Service Rules and Regulations, Personnel Rules and Regulations, and City's Policy statements. Nothing in this MOU shall preclude the City from amending the Civil Service Rules and Regulations, Personnel Rules and Regulations, and City policies as needed subject to meet and confer with the POA.
2. The parties agree that all conditions of employment, as they pertain to unit employees covered by this MOU, subject to meet and confer provided for by the City's Civil Service Rules and Regulations, Personnel Rules and Regulations,

Ordinances, Resolutions or any Policy Statements in effect prior to the date of this MOU, unless specifically provided for to the contrary in this MOU, shall remain in force and effect during the term of this MOU. Any conflicts with the City's Civil Service Rules and Regulations, Personnel Rules and Regulations, and City Policy Statements shall be considered to have been superseded by this MOU.

**V. FULL AGREEMENT AND IMPLEMENTATION**

**A. FULL AGREEMENT - WAIVER OF MEET AND CONFER**

1. This MOU contains all of the covenants, stipulations, and provisions agreed upon by the parties.
2. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement shall remain in full force and effect.
3. For the purpose of the MOU neither party shall be compelled to meet with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except as provided for in this MOU or by mutual agreement of the parties or required by law.
4. Each party acknowledges that they had the full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU except as specifically provided for in this MOU.

**VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS**

**A. NO STRIKES/JOB ACTION**

HPPOA hereby agrees that during the term of this MOU the unit employees of the City as set forth in this MOU and officers and/or agents of the recognized unit employee organization shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, picketing, job actions, strikes, walkouts, boycotts, slowdowns, mass resignations, or any other intentional interferences of the work of the City.

**B. ASSOCIATION RESPONSIBILITY**

In the event that HPPOA, its officers, agents, representatives or employees engage in any of the conduct listed above, HPPOA shall immediately instruct, in writing, any persons engaging in such activity that their conduct is in violation of the MOU and unlawful, and that they must cease engaging in such conduct and return to work.

**ARTICLE NINE:**

**RATIFICATION**

**I. RATIFICATION**

**A. ACKNOWLEDGEMENT**

The City and the HPPOA acknowledge that this Memorandum of Understanding shall not be in force and effect until ratified by simple majority vote of unit employees who are in classifications represented by HPPOA set forth in this agreement and adopted by the City Council of the City of Huntington Park.

**B. MUTUAL RECOMMENDATION**

This agreement constitutes a mutual recommendation of this new MOU by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted and implemented accepting its provisions and effecting the changes enumerated herein relating to wages, hours, benefits and other term and conditions of employment for unit employees represented by the HPPOA.

**C. RATIFIED — CITY COUNCIL APPROVAL**

This Memorandum of Understanding is hereby ratified and approved by the City Council, representatives of the City of Huntington Park and the Huntington Park Police Officers' Association, entered into this 16<sup>th</sup> day of December 2024.

**D. TERM**

This agreement shall be retroactively effective beginning July 1, 2024 and shall expire at 11:59 p.m. on June 30, 2029.

**ARTICLE TEN:**  
**IMPLEMENTATION**

<b><u>PARTIES TO AGREEMENT</u></b>	
Huntington Park Police Officers' Association	City of Huntington Park, California
George Dominguez, President Huntington Park Police Officers' Association	Ricardo Reyes, City Manager

**ARTICLE ELEVEN:****EXECUTION OF NEW AGREEMENT****EXECUTION OF NEW AGREEMENT**

This MOU has been approved by a vote of the City Council of the City of Huntington Park. Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness whereof, the parties have caused this agreement to be executed this \_\_\_\_\_ day of December, 2024.

Huntington Park Police Officers' Association	City of Huntington Park, California
George Dominguez, President Huntington Park Police Officers' Association	Ricardo Reyes, City Manager



## APPENDIX “A”

<b>CITY OF HUNTINGTON PARK POLICE OFFICERS ASSOCIATION UNIT CLASSIFICATIONS</b>	
Public Safety Dispatcher	
Public Safety Dispatcher Supervisor	
Community Service Officer	
Police Corporal	
Jailer	
Jailer Supervisor	
Parking Enforcement Officer	
Police Officer	
Police Sergeant	
Property and Evidence Specialist	

## ITEM 5



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

December 16, 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 APPROVAL FOR THE RECLASSIFICATION OF EXPENSES AND CHANGING OF FUNDING SOURCE OF CIP PROJECT 2020-03 & THE WATER MASTER PLAN PROJECT FROM WATER & SEWER FUNDS TO AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the reclassification of CIP 2020-03 Cottage Reservoir at Well 15 expenses in the amount of \$1,943,144.66; and
2. Approve the reclassification of the Water Master Plan expenses in the amount of \$56,516.44; and
3. Approve the change of funding source for the Water Master Plan from Funds 681 & 283 to the ARPA Fund, Fund No. 113; and
4. Authorize the Finance Department to conduct the reclassification of expenses from the water and sewer funds to the ARPA fund; and
5. Authorize the City Manager and the Finance Director to execute the change in funding source.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The American Rescue Plan Act (ARPA), enacted on March 11, 2021, aimed to provide financial relief in response to the economic impacts of COVID-19, addressing various sectors such as food supply chain security, supplemental nutrition assistance programs, education emergency relief, childcare, public health, and housing. Approximately \$45.5 billion was allocated to metropolitan cities to mitigate the effects of the pandemic. This funding is distributed in two tranches, covering eligible costs incurred between March 3,

# **CONSIDERATION AND APPROVAL FOR THE RECLASSIFICATION OF EXPENSES AND CHANGING OF FUNDING SOURCE OF CIP PROJECT 2020-03 & THE WATER MASTER PLAN PROJECT FROM WATER & SEWER FUNDS TO AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

December 16, 2024

Page 2 of 3

2021, and December 31, 2024.

On December 7, 2021, the City committed to receiving \$27,952,355.00 in ARPA Funds. Subsequently, on February 15, 2022, the City Council approved an ARPA spending plan. This plan earmarked \$2.4 million for guaranteed income for seniors, \$4.8 million for pay stipends for In-Home Support Services and Nursing Home Workers, and \$2 million to modernize information technology systems at City Hall.

On February 6, 2024 the City approved a spending plan for the remaining ARPA funds on Capital Improvement Projects. The plan included 6 projects that will enhance and rehab City facilities to improve safety & security, upgrade communication & transparency, increase accessibility, and provide improved recreational facilities for City staff and residents. Currently, the City has utilized approximately \$17.5 million of ARPA funds.

The City still has a balance of unspent ARPA funds and these current capital improvement projects are eligible under the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") Final Rule. The American Rescue Plan Act provides fund to State, Local, and Tribal governments to make necessary investments in water and sewer infrastructure. The Interim Final Rule explains this to mean a broad range of projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems. "Necessary investments include projects that are required to maintain a level of service that, at least, meets applicable health-based standards, taking into account resilience to climate change." Notably, the "Interim Final Rule provides [State, Local, and Tribal] governments with wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for their own communities, which may include projects on privately-owned infrastructure."

On May 4, 2021 the City entered into a contract services agreement with Utility Service Co. for CIP 2020-03 Cottage Reservoir at Well 15 in an amount not-to-exceed \$647,882.28. The project was to rehabilitate the reservoir at Well 15. Then on April 5, 2022 the City signed the first amendment to the contract services agreement with Utility Service Co. for additional compensation in the amount of \$1,379,169 for revised scope of work related to the project. The improved reservoir allowed the City to ensure that its residents have access to clean potable water.

On December 19, 2023 the City entered into a professional service agreement with Cannon Corporation to draft, update, and complete the Water Master Plan in the amount not-to-exceed \$599,059. The goal of the Water Master Plan is to develop a 20-year capital improvement program for the water utility. This 20-year plan provides the City a resource on how to update and improve the water utility infrastructure so that all water quality, regulatory, facilities, and water distributions system needs are met.

The reclassification of these expenditures and the change of funding source to ARPA funds will close the gap of unspent ARPA funds and place funds back into the water fund and sewer fund.

**CONSIDERATION AND APPROVAL FOR THE RECLASSIFICATION OF EXPENSES AND CHANGING OF FUNDING SOURCE OF CIP PROJECT 2020-03 & THE WATER MASTER PLAN PROJECT FROM WATER & SEWER FUNDS TO AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

December 16, 2024

Page 3 of 3

**FISCAL IMPACT/FINANCING**

The reclassification of these expenses will immediately return cash in the amount of \$1,693,144.66 to the Water Fund and \$306,516.44 to the Sewer Fund. In addition to this, already encumbered funds in the amounts of \$300,000 for the Water Fund and \$242,542.56 for the Sewer Fund, would instead be preserved for future maintenance needs.

**Cash Returned**

Water Fund	1,693,144.66
Sewer Fund	306,516.44

**Encumbered Funds Preserved**

Water Fund	300,000.00
Sewer Fund	242,542.56

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



JEFF JONES  
Director of Finance

**ATTACHMENT(S)**

- A. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule Overview Excerpt (pg. 37-38)
- B. Using ARPA for Water, Wastewater and Stormwater Infrastructure Projects

# ATTACHMENT “A”



## Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

### PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- ✓ Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- ✓ Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- ✓ Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures
- ✓ Development and implementation of a conservation and management plan under the CWA
- ✓ Watershed projects meeting the criteria set forth in the CWA
- ✓ Energy consumption reduction for publicly owned treatment works
- ✓ Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- ✓ Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the [CWSRF](#) for a full list of eligibilities.

### PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- ✓ Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- ✓ New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- ✓ Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the [DWSRF](#) for a full list of eligibilities.

*Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule*



## ADDITIONAL ELIGIBLE PROJECTS

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs — beyond the CWSRF and DWSRF, if they are found to be “necessary” according to the definition provided in the final rule and outlined below.

- ✓ Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- ✓ Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- ✓ Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- ✓ Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A “necessary” investment in infrastructure must be:

- (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
- (2) a cost-effective means for meeting that need, taking into account available alternatives, and
- (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

## APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

*Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule*



# ATTACHMENT “B”



Earlier this month, the U.S. Department of the Treasury released much-anticipated [guidance](#)—an Interim Final Rule—on how local governments can use the \$65.1 billion in Coronavirus State and Local Fiscal Recovery Funds (funds) established by the American Rescue Plan Act (ARPA).

With the Interim Final Rule, the Treasury Department also released [details](#) on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions are now able to access this funding to address these needs.

In addition to these eligible uses directly related to a local government's COVID-19 response, the ARPA allows funds to be used for “necessary investments in water, sewer, or broadband infrastructure.”

The [Interim Final Rule](#) explains this to mean a broad range of projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems. “Necessary investments include projects that are required to maintain a level of service that, at least, meets applicable health-based standards, taking into account resilience to climate change.” Notably, the “Interim Final Rule provides [State, local, and Tribal] governments with wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for their own communities, which may include projects on privately-owned infrastructure.”

To achieve this flexibility while providing clarity on the types of projects that can be funded, Treasury’s Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the U.S. Environmental Protection Agency’s [Clean Water State Revolving Fund](#) (SRF) and [Drinking Water State Revolving Fund](#). There are 11 project categories under the Clean Water SRF and six under the Drinking Water SRF, including planning and design for capital projects and water quality planning likely to result in a capital project.

Under the Clean Water SRF, eligible projects include to construct, improve, and repair wastewater treatment plants; control non-point sources of pollution; improve resilience of infrastructure to severe weather events; create green infrastructure; manage and treat stormwater or subsurface drainage water; facilitate water reuse; and protect waterbodies from pollution.



Under the Drinking Water SRF, eligible projects include building or upgrading facilities and transmission, distribution, and storage systems; supporting the consolidation or establishment of drinking water systems; and replacing lead service lines.

Additionally, Treasury outlines several other types of water, sewer and stormwater projects that are allowed or that local decisionmakers are encouraged to consider funding with these Funds:

- ◆ Lead service line replacement programs;
- ◆ Cybersecurity needs to protect water or sewer infrastructure, such as developing effective cybersecurity practices and measures at drinking water systems and publicly owned treatment works;
- ◆ Green infrastructure investments and projects that address the impacts of climate change or improve resilience to climate change, such as rain gardens, measures to conserve and reuse water or reduce the energy consumption of public water treatment facilities; and
- ◆ Projects that assist systems most in need on a per household basis and benefit the most vulnerable populations with safe drinking water that is critical to their health and, thus, their ability to work and learn in accordance with state affordability criteria and prioritization developed under the Safe Drinking Water Act.

In sum, the approach of aligning with the EPA state revolving fund programs is meant to support expedited project identification and investment so that needed relief for the people and communities most affected by the pandemic can be deployed expeditiously and have a positive impact on their health and well-being as soon as possible. At the same time, the Interim Final Rule is intended to preserve flexibility for local governments to direct funding to their own particular needs and priorities and does not preclude decisionmakers from applying their own additional project eligibility criteria.

**Here are some top questions and answers about using the Funds for water, sewer and stormwater infrastructure.** It's important to note that certain spending on water infrastructure is allowed under several other eligible use categories: Responding to COVID-19/Responding to Negative Economic Impacts and Revenue Loss. The Q&A below primarily focus on the "infrastructure" use category, although some responses provide additional information as it pertains to other eligible use categories.

**Q: How do I determine if my drinking water, wastewater or stormwater project is eligible?**

**A:** Recipients retain substantial flexibility to identify the drinking water, wastewater or stormwater infrastructure investments that are of the highest priority for their own communities. Therefore, local governments make the determination as to whether their water infrastructure projects are eligible and align with the Federal Clean Water and Drinking Water SRF project categories (not the State's project categories or definitions). These eligibility guides for [Clean Water](#) and [Drinking Water](#) provide details on the types of projects the Funds can be used for.

**Q: Do I need to have a SRF loan in order to use these funds for my water infrastructure project?**

**A:** No, a community does not need to have a current SRF application or loan for the water infrastructure project, nor does the project have to be on an existing SRF Intended Use Plan or Project Priority List. The reference to the SRF programs is simply to determine project eligibility. It's important to note that these funds cannot be used for expenses related to financing, such as paying interest, principle, servicing or redeeming notes, or paying fees or issuance costs associated with the issuance of new debt.

**Q: My community is under a consent decree for Clean Water Act violations. Can we use these funds toward activities under our consent decree?**

**A:** Yes. If you're using Funds pursuant to the "infrastructure provision" to meet requirements of a Clean Water Act consent decree, that is an eligible use as long as the project aligns with one

or more of the Clean Water SRF categories.

If you're using Funds pursuant to the "Responding to COVID-19/Responding to Negative Economic Impacts" provision to meet requirements of a Clean Water Act consent decree, that is an eligible use as long as the project required by the consent decree responds to the public health or negative economic impacts of COVID 19 *and* is a "pay-go" project.

If you're using Funds pursuant to the "Revenue Loss" provision to meet requirements of a Clean Water Act consent decree, that is an eligible use as long as the project required by the consent decree provides a government service *and* is a "pay-go" project.

Pay-go infrastructure funding refers to the practice of funding capital projects with cash-on-hand from taxes, fees, grants, and other sources, rather than with borrowed sums.

The Funds cannot be used to pay off fines or any other settlement costs, including those associated with a consent decree.

**Q: Can a local government transfer funds to a water utility or water district?**

**A:** Yes, a local government can transfer funds to other entities, including other levels or units of government or private entities. This includes special-purpose districts that perform specific functions in the community, such as fire, water, sewer, or mosquito abatement districts. Utilities can use the funds to cover water, sewer, and stormwater infrastructure investments so long as projects receiving funding align with the broad Clean Water or Drinking SRF eligibilities.

**Q: Does a water infrastructure project have to be COVID-related or in a qualified census tract?**

**A:** No, investments in water infrastructure are a separate eligible use of the Funds. Water infrastructure projects under the "infrastructure" eligible use category do not need to directly relate to supporting public health expenditure, addressing the negative economic impacts caused by the public health emergency or serving the hardest hit communities. Water infrastructure projects under the "infrastructure" eligible use category do, however, need to align with Clean Water and Drinking Water SRF eligibilities.

**Q: Can these funds be used to recover lost revenue to local water/wastewater/stormwater utilities?**

**A:** No. While these funds can be used by a local government to cover revenue loss, the Interim Final Rule explicitly excludes local utilities from eligibility under this program. Therefore, utilities, including water, wastewater and stormwater utilities, cannot use the funds to cover



revenue loss. NLC intends to comment and seek changes to this provision to allow local utilities to recover lost revenues.

**Q: Can the funds be used for water, wastewater or stormwater infrastructure projects that were started before the pandemic and/or have an expected completion date beyond December 2024?**

**A:** Yes. Treasury is interpreting the requirement that costs be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

**Q: Can the funds be used for other types of infrastructure projects and/or projects related to cybersecurity or climate change that are not water/sewer projects?**

**A:** General infrastructure spending is not covered as an eligible use outside of “water, sewer, and broadband investments” or above the amount allocated under the Revenue Loss provision.

Under the Revenue Loss provision, the Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue.

Government services can include, but are not limited to, maintenance of infrastructure or pay-go spending for building new infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.

Under the Infrastructure provision, only cybersecurity or climate change projects connected to water, sewer, stormwater projects are allowed. Meaning, Funds used in this category cannot be directed to other cybersecurity projects or other climate change projects unrelated to water, sewer, or stormwater.

**Q: Can the funds be used to provide utility assistance to households impacted by the coronavirus pandemic?**

**A:** Assistance to households or populations facing negative economic impacts due to COVID-19 is an eligible use of funds under the Responding to COVID-19/Responding to Negative Economic Impacts category. This includes utility, rent, or mortgage assistance; food assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital

literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training.

Water and sewer infrastructure funds are a separate eligible use category and may not be used for utility assistance.

**Q: Does the National Environmental Policy Act (NEPA) apply to water infrastructure projects?**

**A:** NEPA does not apply to Treasury's administration of the Funds. Projects supported with payments from the Funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

The Treasury Department has also developed [FAQs](#) related to the use of the Coronavirus State and Local Fiscal Recovery Funds.

If you have general questions about the Coronavirus State and Local Fiscal Recovery Funds, please email the U.S. Department of Treasury at [SLFRP@treasury.gov](mailto:SLFRP@treasury.gov) or call 844-529-9527.

To help communities make the best and most appropriate use of these funds, NLC has offered some [key principles](#) for local leaders to help guide and plan their recovery.

Visit [NLC's resource hub](#) on the American Rescue Plan for more information about the Coronavirus State and Local Fiscal Relief Fund and other programs.

**Update as of January 25, 2022:** The Treasury Final Rule provides [detailed information](#) on expanded on expanded eligibilities for stormwater infrastructure, private wells and septic systems, remediating lead in water, dams and reservoirs, expansion of drinking water service infrastructure, floodplain management and flood mitigation projects, and irrigation.

The information contained here is not legal advice. It will be subject to change based on updates from the U.S. Department of the Treasury, and any recipients should confirm applicability to their specific situation.

[Learn More](#)

Click for more more ARPA water infrastructure resources.

[LEARN MORE](#)

---

### About the Authors



## Carolyn Berndt

Carolyn Berndt is the Legislative Director for Sustainability on the Federal Advocacy team at the National League of Cities.



## Caroline Koch

Caroline Koch, WaterNow Alliance Water Policy Director, leads the organization's work in identifying and addressing policy and legal barriers to implementation of sustainable water management practices.



## YOU MAY ALSO LIKE:



Infrastructure

JUN 21 2021

**From the Event: Q&A: How ARPA is Impacting Water Infrastructure**

## ITEM 6



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

December 16, 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 APPROVAL OF AN INTERAGENCY AGREEMENT BETWEEN THE CITY AND THE PUBLIC WORKS DEPARTMENT**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the Interagency Agreement between the City and Public Works Department; and
2. Authorize the City Manager and the Public Works Director to sign the agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The American Rescue Plan Act (ARPA), enacted on March 11, 2021, aimed to provide financial relief in response to the economic impacts of COVID-19, addressing various sectors such as food supply chain security, supplemental nutrition assistance programs, education emergency relief, childcare, public health, and housing. Approximately \$45.5 billion was allocated to metropolitan cities to mitigate the effects of the pandemic. This funding was distributed in two tranches, covering eligible costs incurred between March 3, 2021, and December 31, 2024.

On December 7, 2021, the City committed to receiving \$27,952,355.00 in ARPA Funds from the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF"). Subsequently, on February 15, 2022, the City Council approved an ARPA spending plan. This plan earmarked \$2.4 million for guaranteed income for seniors, \$4.8 million for pay stipends for In-Home Support Services and Nursing Home Workers, and \$2 million to modernize information technology systems at City Hall.

On February 6, 2024 the City approved a spending plan for some of the remaining ARPA funds on Capital Improvement Projects. The plan included the 4 projects listed under the Revenue Loss plan. These projects will enhance and rehab City facilities upgrading

## **CONSIDERATION AND APPROVAL OF AMERICAN RESCUE PLAN ACT (ARPA) SPENDING PLAN**

December 16, 2024

Page 2 of 4

communication & transparency, increase accessibility, and provide improved recreational facilities for City staff and residents. Currently, the City has utilized approximately \$17.5 million of ARPA funds.

The U.S. Department of Treasury wrote the Final Rule for the SLFRF funds; it states that all SLFRF funds must be obligated by December 31, 2024, and spent by December 31, 2026. Obligated means “an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment” also “a recipient is also considered to have incurred an obligation by December 31, 2024, with respect to satisfying a requirement under federal law or regulation or a provision of the SLFRF award terms and conditions to which the recipient becomes subject as a result of receiving or expending SLFRF funds.”

The proposed interagency agreement between the City and Public Works Department will ensure that the City’s remaining unspent balance of the SLFRF funds are obligated. The agreement’s scope of work lays out projects that are part of the City’s ARPA spending plan and water infrastructure projects that address issues within the City’s water wells. All projects are eligible under the SLFRF Final Rule. This agreement satisfies the SLFRF Final Rule of obligating the funds but solidifies the projects meaning the City cannot change the projects listed below or change the scope of works for said projects. Attached is the Interagency Agreement and the Scope of Work for the Public Works Department to follow.

The projects are split into two groups, this group are the Revenue Loss Plan Projects:

1. Emergency Operation Center - \$333,333.00
  - a. Securing matching funds for the Emergency Operations Center enhancing the City’s preparedness and response capabilities during unforeseen events.
2. Rehabilitation and Modernization of City Hall Council Chambers – \$1,000,000.00
  - a. Upgrading audio and visual equipment for public meetings to improve communication, transparency, and engagement with the community.
3. Rehabilitation and Modernization of City Hall - \$1,804,940.00
  - a. Renovating City Hall to improve overall functionality, efficiency, and accessibility for residents and city staff.
4. Rehabilitation and Modernization of Salt Lake Park Municipal Building - \$2,211,667.00
  - a. Enhancing Salt Lake Park Municipal Building to serve the community better and provide improved recreational activities and events facilities.

The projects under the ARPA award plan are:

5. Water Well Projects - \$1,035,740.50
  - a. Rehabilitation and upgrading of the City’s water wells to provide clean potable water to the residents.
6. Water Quality Green Streets Project on Salt Lake Ave - \$1,500,000.00
  - a. Beautify the Salt Lake Corridor to improve pedestrian walkability and enhance traffic calming measures.

## **CONSIDERATION AND APPROVAL OF AMERICAN RESCUE PLAN ACT (ARPA) SPENDING PLAN**

December 16, 2024

Page 3 of 4

For the Water Wells Projects, the American Rescue Plan Act provides fund to State, Local, and Tribal governments to make necessary investments in water and sewer infrastructure. The Interim Final Rule explains this to mean a broad range of projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems. “Necessary investments include projects that are required to maintain a level of service that, at least, meets applicable health-based standards, taking into account resilience to climate change.” Notably, the “Interim Final Rule provides [State, Local, and Tribal] governments with wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for their own communities, which may include projects on privately-owned infrastructure.”

The Water Quality Green Streets Project is eligible under the SLFRF guidelines; this excerpt is taken from page 132 of the Final Rule, “The final rule includes enumerated eligible uses in disproportionately impacted communities for developing neighborhood features that promote improved health and safety outcomes, such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, projects that increase access to healthy foods, streetlights neighborhood cleanup, and other projects to revitalize public spaces.”

The City is a disproportionately impacted community based on the CA hard-to-count index map along with the City’s census profile. Forty percent of the City’s population has income below 150 percent of the poverty level. The median household income is \$57,013 vs the state median at \$95,521. Nearly 40% of the adults who live in the City are not high-school graduates and only 8% have a bachelor’s degree or higher. The City has a 30% homeownership rate meaning 70% of the residents are renters. Based on these factors the City qualifies as a disproportionately impacted community.

### **FISCAL IMPACT/FINANCING**

There is no anticipated negative financial impact on the City. The distribution of funds will comply with ARPA guidelines, contributing to essential capital improvement projects that benefit the community.

### **CONCLUSION**

This proposal aligns with the ARPA's objectives, focusing on crucial capital improvements that enhance the City's infrastructure and public services. We recommend the City Council's approval of the interagency agreement.

**CONSIDERATION AND APPROVAL OF AMERICAN RESCUE PLAN ACT (ARPA)  
SPENDING PLAN**

December 16, 2024

Page 4 of 4

Respectfully submitted,

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

**RICARDO REYES**  
City Manager

A handwritten signature in blue ink, appearing to read 'Jeff Jones', with a stylized, flowing script.

**JEFF JONES**  
Director of Finance

**ATTACHMENT(S)**

- A. Interagency Agreement with Exhibit A: Scope of Work
- B. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions
- C. Using ARPA for Water, Wastewater and Stormwater Infrastructure Projects
- D. SLFRF Final Rule FAQ as of March 9, 2024 pgs. 94-97
- E. Final Rule pgs. 128-132
- F. CA Hard-to-Count Index Census Map
- G. US Census Bureau Map

# ATTACHMENT "A"

## INTERAGENCY AGREEMENT

This Interagency Agreement ("Agreement") is made between the City of Huntington Park ("City") and the Public Works Department ("Agency").

**WHEREAS**, the 2021 American Rescue Plan Act ("ARPA") provided \$27,952,355 to the City from the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF");

**WHEREAS**, the U.S. Department of Treasury is the federal agency that administers the SLFRF funding and has provided the City with the SLFRF funding conditional on the City complying with its rules and regulations;

**WHEREAS**, the City has established a process for City agencies and organizations external to the City to apply for SLFRF funding and recommends the Agency receive SLFRF funding for its Program as described in this Agreement;

**WHEREAS**, the City and the Agency wish to enter into this Agreement to memorialize each other's responsibilities in regard to the SLFRF funding for the Program; and

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### A. PURPOSE

The City hereby agrees to provide SLFRF funding, in the amount set forth herein, to the Agency to facilitate the implementation of the Program set forth herein.

### B. SCOPE OF PROGRAM

Agency shall implement the Program, including any milestones and deliverables, as described as:  
EXHIBIT A: SCOPE OF WORK

### C. TERM

The term of this Agreement shall begin on December 16, 2024 and end on December 31, 2026, unless terminated earlier in accordance with this Agreement.

### D. FINANCIAL AND PERFORMANCE REQUIREMENTS

1. **Funding.** Subject to the availability of SLFRF funding, the City shall provide funds to the Agency for the Program, in an amount not to exceed seven million eight hundred eighty-five thousand six hundred eighty and fifty cents (\$7,885,680.50) for the term. Any expenses/costs incurred by Agency in excess of this amount shall be the sole responsibility of Agency.

2. **Budget.** Agency agrees that all expenditures are to be in accordance with the approved budget for the term of this Agreement. The approved budget provided herein.

3. **Payment.** The City shall make SLFRF funding as specified in this Agreement available for use. The SLFRF funding shall be used to provide the services described in this Agreement. Any SLFRF funding advanced to Department prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

4. **Reporting.** The Agency agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and the City to meet any reporting deadlines. The Agency shall adhere to the instructions and format, including specific forms required by the City and the U.S. Department of Treasury for the SLFRF funding.

5. **Audits.** The Agency shall comply with all applicable provisions of the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR 200) and the regulations and guidance propagated by the U.S. Department of the Treasury applicable to SLFRF funding. At any time during business hours and as often as the City may deem necessary, there shall be made available for examination, the Agency's records with respect to matters covered by this Agreement. The Agency shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. **Records.** The Agency shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

#### **E. CORRECTIVE ACTION AND TERMINATION**

1. **Corrective Action.** Upon written notice, the City may require the Agency to take corrective action so the Agency is in compliance with federal, state, or local laws, regulations, or rules related to the SLFRF funding for the Program. Corrective action may be required for but is not limited to instances in which the Agency: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. The City may require corrective action of the Agency, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) Program suspension, and (e) reduction/repayment of funding.

2. **Termination.** Either party may terminate this Agreement by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to the City forthwith. Any funds advanced to the Agency for services not yet rendered shall be returned to the City immediately.

#### **F. MODIFICATIONS AND AMENDMENTS**

The Agency may submit a written request to the City asking for (i) an extension to the term of this Agreement; and/or (ii) a budget reallocation not to exceed twenty-five (25) percent of the SLFRF funding. The request should include an explanation for why an extension and/or Program budget reallocation is needed and be provided to the City at least sixty (60) days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for an extension and/or reallocation. The City will approve or deny the request in writing. The Agency may not expend the SLFRF funding under a reallocated Program budget until such time they have received written approval from the City. Any additional funds or other modifications may be added to this Agreement by written Amendment setting forth the modifications/ amendments signed by the parties and approved by the City, if applicable.



**IN WITNESS WHEREOF**, the parties hereto agreement to terms of this Agreement as of the date and year first written below.

**FOR THE CITY**

**FOR THE AGENCY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Ricardo Reyes  
Print Name

\_\_\_\_\_  
Gerardo Lopez  
Print Name

\_\_\_\_\_  
City Manager  
Title

\_\_\_\_\_  
Public Works Director  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Exhibit A: Scope of Work**

### **ARPA SLFRF Projects**

The Public Works Department assumes responsibility to carry out these outlined projects and ensures all procured materials, property, or services are in accordance with federal laws, rules, and regulations. The Public Works Department will also assume responsibility for ensuring each project's scope of work is not modified from what is stated below and all deliverables are met in a timely manner.

#### **1. Project: Emergency Operations Center Matching Funds**

Project Entail:

- Securing matching funds for the Emergency Operations Center enhancing the City's preparedness and response capabilities during emergencies and unforeseen events.

Project Deliverables & Milestones:

- Architecture report completed by Infrastructure Architects (Arch). Includes design of EOC: interior & exterior upgrades, updating mechanical, electrical, and plumbing of the PD Annex building.
- Use the plans, specifications, and engineer's estimate to draft RFP or NIB for the construction work related to the rehabilitation of the building.
- RFP or NIB for Construction Services
  - Award contract to a qualified contractor.
- Construction of EOC
  - Change orders or Amendments to construction contract may occur but may not go over 25% of contract amount
- Construction Ends
  - File Notice of Completion (N.O.C.)
  - Retention/Final payment sent to contractor

Personnel:

- Director of Public Works, Chief of Police, Principal Engineer

Project Budget: \$333,333.00

#### **2. Project: Rehabilitation and Modernization of City Hall Council Chambers**

Project Entail

- Upgrading audio and visual equipment for public meetings to improve communication, transparency, and engagement with the community.

Project Deliverables & Milestones:

- New Recording Equipment/Devices
- RFP or RFQ for Architecture services
  - Award contract to a qualified engineering firm.
  - Receive Architecture Report with Plans, Specifications, & Estimate
  - Use the plans, specifications, and estimate to draft RFP or NIB for the construction work related to the rehabilitation of the Chambers.
- RFP or NIB for Construction services

- Award contract to a qualified contractor.
- Construction begins
  - Change orders or Amendments to construction contract may occur but may not go over 25% of contract amount
- Construction completed
  - Filed Notice of Completion (N.O.C.)

Personnel:

- Director of Public Works, City Manager, Principal Engineer

Project Budget: \$1,000,000.00

### **3. Project: Rehabilitation and Modernization of City Hall**

Project Entail:

- Renovating City Hall to improve overall functionality, efficiency, and accessibility for residents and city staff.

Project Deliverables & Milestones:

- Architecture Report from We Architects
  - Receive Architecture Report with Plans, Specifications, & Estimate
  - Use the plans, specifications, and estimate to draft RFP or NIB for the construction work related to the rehabilitation of the building.
- RFP or NIB for Construction services
  - Award contract to a qualified contractor.
- Construction begins
  - Progress payments made to contractor
  - Change orders or Amendments to construction contract may occur but may not go over 25% of contract amount
- Construction Ends
  - File Notice of Completion (N.O.C.)
  - Retention/Final payment sent to contractor

Personnel:

- Director of Public Works, City Manager, Principal Engineer

Project Budget: \$1,804,940.00

### **4. Project Name: Rehabilitation and Modernization of Salt Lake Park Municipal Building**

Project Entail: Enhancing Salt Lake Park Municipal Building to serve the community better and provide improved recreational activities and events facilities.

Project Deliverables & Milestones:

- Receive Architecture Report from Infrastructure Architects (Arch). with Plans, Specifications, & Estimate

- Use the plans, specifications, and estimate to draft RFP or NIB for the construction work related to the rehabilitation of the building.
- RFP or NIB for Construction services
  - Award contract to a qualified contractor.
- Construction begins
  - Progress payments made to contractor
  - Change orders or Amendments to construction contract may occur but may not go over 25% of contract amount
- Construction Ends
  - File Notice of Completion (N.O.C.)
  - Retention/Final payment sent to contractor

Personnel:

- Director of Public Works, Director of Parks & Recreation, Principal Engineer

Budget: \$2,211,667.00

## 5. Project Name: **Water Well & Reservoir 14**

Project Entail:

- Rehabilitation of Well 14
- Reservoir 14 Assessment, Maintenance/Repairs, and Wash Down & Disinfection

Project Deliverables & Milestones:

- Rehabilitation of production Well 14 in accordance with California AWWA standards.
- Rehabilitation will aim to maximize allotted water production from the facility to lessen overall dependency on imported water supplies.
- Assess existing condition of water storage tank located at Well Site 14
- Perform Maintenance and Repairs to storage facility in accordance with California AWWA standards
- Work shall be coordinated in conjunction with the completion of Well 14 rehabilitation efforts
- Change orders or Amendments can occur but may not go over 25% of project budget amount

Personnel:

- Director of Public Works, Project Manager from Inframark, Principal Engineer

Project Budget: \$210,000.00

## 6. Project Name: **Rehabilitation of Reservoir 16**

Project Entail:

- Rehabilitation of Reservoir 16

Project Deliverables & Milestones:

- Rehabilitation of Reservoir 16 in accordance with California AWWA standards

- Project will bring storage tank up to existing standards and provide additional water storage supplies for distribution and emergency services.
- Change orders or Amendments can occur but may not go over 25% of project budget amount

Personnel:

- Director of Public Works and Project Manager from Inframark, Principal Engineer

Project Budget: \$825,740.50

## **7. Project Name: Water Quality Green Streets Project – Salt Lake Ave (CIP 2022-12)**

Project Entail:

- Beautify the Salt Lake Corridor to improve pedestrian walkability and enhance traffic calming measures.

Project Deliverables & Milestones:

- Plans, Specifications, & Estimate report completed by Infrastructure Engineers
  - Use the plans, specifications, and estimate to draft RFP or NIB for the construction work related to the rehabilitation of the building.
- RFP or NIB for Construction services
  - Award contract to a qualified contractor.
- Construction begins
  - Progress payments made to contractor
  - Change orders or Amendments to construction contract may occur but may not go over 25% of contract amount
- Construction Ends
  - File Notice of Completion (N.O.C.)
  - Retention/Final payment sent to contractor

Personnel:

- Director of Public Works, Principal Engineer

Project Budget: \$1,500,000.00

## Project Budgets & Change Order Amounts

ARPA Revenue Loss Plan	
<b>1. Project Name: Emergency Operations Center Matching Funds</b>	
Project Budget	333,333.00
Maximum Budget Reallocation for Change Orders (25%)	83,333.25
<b>2. Project Name: Rehabilitation and Modernization of City Hall Council Chambers</b>	
Project Budget	1,000,000.00
Maximum Budget Reallocation for Change Orders (25%)	250,000.00
<b>3. Project Name: Rehabilitation and Modernization of City Hall</b>	
Project Budget	1,804,940.00
Maximum Budget Reallocation for Change Orders (25%)	500,000.00
<b>4. Project Name: Rehabilitation and Modernization of Salt Lake Park Municipal Building</b>	
Project Budget	2,211,667.00
Maximum Budget Reallocation for Change Orders (25%)	552,916.75
<p><b>Note: If change orders must be done, budget must be reallocated from other projects and the change order must not exceed 25% of the SLFRF funding allocated.</b></p> <p><b>If a change order is necessary projects budgeted under the ARPA Revenue Loss Plan can only have their budget reallocated to other projects under ARPA Revenue Loss.</b></p>	
ARPA Award Plan	
<b>5. Project Name: Water Well &amp; Reservoir 14</b>	
Project Budget	210,000.00
Maximum Budget Reallocation for Change Orders (25%)	52,500.00
<b>6. Project Name: Rehabilitation of Reservoir 16</b>	
Project Budget	825,740.50
Maximum Budget Reallocation for Change Orders (25%)	206,435.13
<b>7. Project Name: Water Quality Greenstreets Project - Salt Lake Ave (CIP 2022-12)</b>	
Project Budget	1,500,000.00
Maximum Budget Reallocation for Change Orders (25%)	375,000.00
<p><b>Note: If change orders must be done, budget must be reallocated from other projects and the change order must not exceed 25% of the SLFRF funding allocated.</b></p> <p><b>If a change order is necessary projects budgeted under the ARPA Award Plan can only have their budget reallocated to other projects under ARPA Award Plan.</b></p>	

# ATTACHMENT “B”

## ATTACHMENT "A"

### U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.11



OMB Approved No. [REDACTED]

Expiration Date: November 30, 2021

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

OMB Approved No. [REDACTED]

Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. [REDACTED]

Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Huntington Park

12/7/2021

Recipient

Date

DocuSigned by

Ricardo Reyes

Signature of Authorized Official

## PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

# ATTACHMENT “C”



Earlier this month, the U.S. Department of the Treasury released much-anticipated [guidance](#)—an Interim Final Rule—on how local governments can use the \$65.1 billion in Coronavirus State and Local Fiscal Recovery Funds (funds) established by the American Rescue Plan Act (ARPA).

With the Interim Final Rule, the Treasury Department also released [details](#) on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions are now able to access this funding to address these needs.

In addition to these eligible uses directly related to a local government's COVID-19 response, the ARPA allows funds to be used for “necessary investments in water, sewer, or broadband infrastructure.”

The [Interim Final Rule](#) explains this to mean a broad range of projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems. “Necessary investments include projects that are required to maintain a level of service that, at least, meets applicable health-based standards, taking into account resilience to climate change.” Notably, the “Interim Final Rule provides [State, local, and Tribal] governments with wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for their own communities, which may include projects on privately-owned infrastructure.”

To achieve this flexibility while providing clarity on the types of projects that can be funded, Treasury’s Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the U.S. Environmental Protection Agency’s [Clean Water State Revolving Fund](#) (SRF) and [Drinking Water State Revolving Fund](#). There are 11 project categories under the Clean Water SRF and six under the Drinking Water SRF, including planning and design for capital projects and water quality planning likely to result in a capital project.

Under the Clean Water SRF, eligible projects include to construct, improve, and repair wastewater treatment plants; control non-point sources of pollution; improve resilience of infrastructure to severe weather events; create green infrastructure; manage and treat stormwater or subsurface drainage water; facilitate water reuse; and protect waterbodies from pollution.



Under the Drinking Water SRF, eligible projects include building or upgrading facilities and transmission, distribution, and storage systems; supporting the consolidation or establishment of drinking water systems; and replacing lead service lines.

Additionally, Treasury outlines several other types of water, sewer and stormwater projects that are allowed or that local decisionmakers are encouraged to consider funding with these Funds:

- ◆ Lead service line replacement programs;
- ◆ Cybersecurity needs to protect water or sewer infrastructure, such as developing effective cybersecurity practices and measures at drinking water systems and publicly owned treatment works;
- ◆ Green infrastructure investments and projects that address the impacts of climate change or improve resilience to climate change, such as rain gardens, measures to conserve and reuse water or reduce the energy consumption of public water treatment facilities; and
- ◆ Projects that assist systems most in need on a per household basis and benefit the most vulnerable populations with safe drinking water that is critical to their health and, thus, their ability to work and learn in accordance with state affordability criteria and prioritization developed under the Safe Drinking Water Act.

In sum, the approach of aligning with the EPA state revolving fund programs is meant to support expedited project identification and investment so that needed relief for the people and communities most affected by the pandemic can be deployed expeditiously and have a positive impact on their health and well-being as soon as possible. At the same time, the Interim Final Rule is intended to preserve flexibility for local governments to direct funding to their own particular needs and priorities and does not preclude decisionmakers from applying their own additional project eligibility criteria.

**Here are some top questions and answers about using the Funds for water, sewer and stormwater infrastructure.** It's important to note that certain spending on water infrastructure is allowed under several other eligible use categories: Responding to COVID-19/Responding to Negative Economic Impacts and Revenue Loss. The Q&A below primarily focus on the "infrastructure" use category, although some responses provide additional information as it pertains to other eligible use categories.

**Q: How do I determine if my drinking water, wastewater or stormwater project is eligible?**

**A:** Recipients retain substantial flexibility to identify the drinking water, wastewater or stormwater infrastructure investments that are of the highest priority for their own communities. Therefore, local governments make the determination as to whether their water infrastructure projects are eligible and align with the Federal Clean Water and Drinking Water SRF project categories (not the State's project categories or definitions). These eligibility guides for [Clean Water](#) and [Drinking Water](#) provide details on the types of projects the Funds can be used for.

**Q: Do I need to have a SRF loan in order to use these funds for my water infrastructure project?**

**A:** No, a community does not need to have a current SRF application or loan for the water infrastructure project, nor does the project have to be on an existing SRF Intended Use Plan or Project Priority List. The reference to the SRF programs is simply to determine project eligibility. It's important to note that these funds cannot be used for expenses related to financing, such as paying interest, principle, servicing or redeeming notes, or paying fees or issuance costs associated with the issuance of new debt.

**Q: My community is under a consent decree for Clean Water Act violations. Can we use these funds toward activities under our consent decree?**

**A:** Yes. If you're using Funds pursuant to the "infrastructure provision" to meet requirements of a Clean Water Act consent decree, that is an eligible use as long as the project aligns with one



or more of the Clean Water SRF categories.

If you're using Funds pursuant to the "Responding to COVID-19/Responding to Negative Economic Impacts" provision to meet requirements of a Clean Water Act consent decree, that is an eligible use as long as the project required by the consent decree responds to the public health or negative economic impacts of COVID 19 *and* is a "pay-go" project.

If you're using Funds pursuant to the "Revenue Loss" provision to meet requirements of a Clean Water Act consent decree, that is an eligible use as long as the project required by the consent decree provides a government service *and* is a "pay-go" project.

Pay-go infrastructure funding refers to the practice of funding capital projects with cash-on-hand from taxes, fees, grants, and other sources, rather than with borrowed sums.

The Funds cannot be used to pay off fines or any other settlement costs, including those associated with a consent decree.

**Q: Can a local government transfer funds to a water utility or water district?**

**A:** Yes, a local government can transfer funds to other entities, including other levels or units of government or private entities. This includes special-purpose districts that perform specific functions in the community, such as fire, water, sewer, or mosquito abatement districts. Utilities can use the funds to cover water, sewer, and stormwater infrastructure investments so long as projects receiving funding align with the broad Clean Water or Drinking SRF eligibilities.

**Q: Does a water infrastructure project have to be COVID-related or in a qualified census tract?**

**A:** No, investments in water infrastructure are a separate eligible use of the Funds. Water infrastructure projects under the "infrastructure" eligible use category do not need to directly relate to supporting public health expenditure, addressing the negative economic impacts caused by the public health emergency or serving the hardest hit communities. Water infrastructure projects under the "infrastructure" eligible use category do, however, need to align with Clean Water and Drinking Water SRF eligibilities.

**Q: Can these funds be used to recover lost revenue to local water/wastewater/stormwater utilities?**

**A:** No. While these funds can be used by a local government to cover revenue loss, the Interim Final Rule explicitly excludes local utilities from eligibility under this program. Therefore, utilities, including water, wastewater and stormwater utilities, cannot use the funds to cover



revenue loss. NLC intends to comment and seek changes to this provision to allow local utilities to recover lost revenues.

**Q: Can the funds be used for water, wastewater or stormwater infrastructure projects that were started before the pandemic and/or have an expected completion date beyond December 2024?**

**A:** Yes. Treasury is interpreting the requirement that costs be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

**Q: Can the funds be used for other types of infrastructure projects and/or projects related to cybersecurity or climate change that are not water/sewer projects?**

**A:** General infrastructure spending is not covered as an eligible use outside of “water, sewer, and broadband investments” or above the amount allocated under the Revenue Loss provision.

Under the Revenue Loss provision, the Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. Government services can include, but are not limited to, maintenance of infrastructure or pay-go spending for building new infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.

Under the Infrastructure provision, only cybersecurity or climate change projects connected to water, sewer, stormwater projects are allowed. Meaning, Funds used in this category cannot be directed to other cybersecurity projects or other climate change projects unrelated to water, sewer, or stormwater.

**Q: Can the funds be used to provide utility assistance to households impacted by the coronavirus pandemic?**

**A:** Assistance to households or populations facing negative economic impacts due to COVID-19 is an eligible use of funds under the Responding to COVID-19/Responding to Negative Economic Impacts category. This includes utility, rent, or mortgage assistance; food assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital

literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training.

Water and sewer infrastructure funds are a separate eligible use category and may not be used for utility assistance.

**Q: Does the National Environmental Policy Act (NEPA) apply to water infrastructure projects?**

**A:** NEPA does not apply to Treasury's administration of the Funds. Projects supported with payments from the Funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

The Treasury Department has also developed [FAQs](#) related to the use of the Coronavirus State and Local Fiscal Recovery Funds.

If you have general questions about the Coronavirus State and Local Fiscal Recovery Funds, please email the U.S. Department of Treasury at [SLFRP@treasury.gov](mailto:SLFRP@treasury.gov) or call 844-529-9527.

To help communities make the best and most appropriate use of these funds, NLC has offered some [key principles](#) for local leaders to help guide and plan their recovery.

Visit [NLC's resource hub](#) on the American Rescue Plan for more information about the Coronavirus State and Local Fiscal Relief Fund and other programs.

**Update as of January 25, 2022:** The Treasury Final Rule provides [detailed information](#) on expanded on expanded eligibilities for stormwater infrastructure, private wells and septic systems, remediating lead in water, dams and reservoirs, expansion of drinking water service infrastructure, floodplain management and flood mitigation projects, and irrigation.

The information contained here is not legal advice. It will be subject to change based on updates from the U.S. Department of the Treasury, and any recipients should confirm applicability to their specific situation.

[Learn More](#)

Click for more more ARPA water infrastructure resources.

[LEARN MORE](#)

---

### About the Authors



## Carolyn Berndt

Carolyn Berndt is the Legislative Director for Sustainability on the Federal Advocacy team at the National League of Cities.



## Caroline Koch

Caroline Koch, WaterNow Alliance Water Policy Director, leads the organization's work in identifying and addressing policy and legal barriers to implementation of sustainable water management practices.

## YOU MAY ALSO LIKE:



Infrastructure

JUN 21 2021

**From the Event: Q&A: How ARPA is Impacting Water Infrastructure**

# ATTACHMENT “D”

For a summary of Title I projects program requirements, see pages 17-18 of the [Overview of the 2023 Interim Final Rule](#).

## **17. Obligation**

### **17.1. How does a recipient incur an obligation?**

The statute requires that SLFRF funds may only be used to cover costs incurred by December 31, 2024. Treasury implemented this requirement by providing that a cost is considered incurred by December 31, 2024, if a recipient has incurred an obligation with respect to the cost by December 31, 2024. Under the rule adopted in 2021, an “obligation” means an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment. Under the amendment to the rule adopted in 2023, an obligation also includes a requirement under federal law or regulation or provision of the SLFRF award terms and conditions to which a recipient becomes subject as a result of receiving or expending SLFRF funds.

As clarified in FAQ [17.6](#), Treasury considers an interagency agreement meeting certain conditions to constitute a transaction requiring payment similar to a contract or subaward and therefore an obligation. As clarified in FAQ [17.7](#), recipients may consider themselves to have obligated funds to maintain certain personnel costs for personnel whose salary may be paid under an eligible use of SLFRF funds through December 31, 2026, for any position that existed and was filled by December 31, 2024.<sup>10</sup>

### **17.2. What happens to funds not obligated by December 31, 2024?**

Recipients are required to return to Treasury any SLFRF funds that have not been obligated by the obligation deadline of December 31, 2024. Recipients will report funds that were obligated by December 31, 2024, in the Project and Expenditure Report that, in the case of annual reporters, is due by April 30, 2025, and, in the case of quarterly reporters, is due by January 31, 2025. However, recipients are not required to return to Treasury SLFRF funds that recipients have estimated will cover costs in 2025 and 2026 for certain legal and administrative expenses (as discussed in FAQs [17.10-13](#)), certain personnel expenses (as discussed in FAQs [17.7](#) and [17.8](#)), or certain contract changes or contingencies (as discussed in FAQ [17.17](#)). As noted in the obligation IFR, Treasury will provide a deadline by which recipients must return funds not obligated by December 31, 2024.

---

<sup>10</sup> To the extent a recipient is using SLFRF funds for payroll costs eligible as Title I projects or Surface Transportation projects, other than payroll associated with personnel needed to comply with administrative and other legal requirements, recipients may consider themselves to have obligated funds to maintain paying such costs through September 30, 2026.



### **17.3. How does the Obligation IFR impact recipients that have already obligated all of their SLFRF funds?**

The Obligation IFR and subsequently issued FAQs provide additional clarity and flexibility regarding how recipients can meet the obligation deadline of December 31, 2024. If a recipient has already obligated all of its funds in compliance with Treasury’s rule and guidance, the recipient does not need to make any changes or take any additional steps to comply with the obligation deadline. Recipients are required to continue to submit reports to Treasury as outlined in the SLFRF Compliance and Reporting Guidance. Treasury will provide closeout instructions that will provide information to recipients on how to complete and provide final reports.

### **17.4. How is the obligation requirement applied to non-entitlement units of local government (NEUs)?**

NEUs are recipients of SLFRF funds. All recipients of SLFRF funds, including NEUs, must comply with the obligation requirement.

### **17.5. What types of closeout costs are allowable after December 31, 2026, and how will recipients report these obligations and expenditures to Treasury?**

Consistent with the revision to the definition of obligation in the Obligation IFR, recipients are considered to have incurred an obligation by December 31, 2024, with respect to costs to close out their SLFRF award pursuant to 2 CFR 200.344, the provision of the Uniform Guidance addressing closeout. Eligible costs may include the costs of administrative support, data security measures, review and reconciliation of the general ledger and other accounting matters, compliance with reporting requirements, bank reconciliation matters, preparation of and compliance with program policies and procedures, compliance with internal controls, single audit and program-specific audit matters, and closeout processes associated with subrecipient, contractor, and beneficiary relationships, among other costs.

Recipients that provide an estimate of certain legal and administrative costs as discussed in FAQs [17.10](#)-17.13 should include their estimate of closeout costs in such estimate.

### **17.6. Does an interagency agreement between departments and agencies within a recipient’s government constitute an obligation?**

Treasury considers an interagency agreement, including an agreement in the form of a memorandum of understanding (MOU), to constitute a “transaction requiring payment” similar to a contract or subaward and therefore an obligation for purposes of the SLFRF rule, if the agreement satisfies one of the following conditions:

- it imposes conditions on the use of funds by the agency, department, or part of government receiving funds to carry out the program;
- it governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds; or

- it governs the procurement of goods or services by one agency, department, or part of government from another

and the agreement also satisfies each of the following conditions:

- it sets forth specific requirements, such as a scope of work and project deliverables;
- it is signed by the parties to the agreement, or otherwise evidences that each party has assented to the agreement; and
- it does not disclaim any binding effect or state that it does not create rights or obligations.

Examples of interagency agreements Treasury would consider obligations include the following:

- If the Office of the Governor of a state has authority over the disposition of federal financial assistance available to the state, an MOU between the Office of the Governor and the state department of education pursuant to which the Governor agrees to fund the department to carry out a summer program to address learning loss related to the pandemic through 2026, including the coverage of payroll for time spent on the program.
- If a city council has appropriated a certain amount of funds for a public safety initiative to be administered by the city's executive branch through fiscal year 2025, an agreement between the city's Chief Executive and the city's public safety department under which the department agrees to comply with reporting and recordkeeping requirements that facilitate the city's compliance with SLFRF program requirements.
- If a county's legislative body has made SLFRF revenue loss funds available to their housing agency for coverage of its operating costs through fiscal year 2026, an agreement with the county's department of technology under which the housing agency procures IT services from the county's department of technology.
- If a Tribal council has made SLFRF funds available to the social services department to cover the operational costs of an elder care program through December 31, 2026, an agreement with the department under which the social services department agrees to perform and complete in a satisfactory and proper manner the scope of work specified in accordance with the SLFRF award terms and conditions.

#### **17.7. May a recipient use SLFRF funds to cover personnel costs between January 1, 2025, and December 31, 2026?**

Treasury will consider a recipient to have incurred an obligation with respect to personnel costs for an employee through December 31, 2026, to the extent the employee is serving in a position that was established and filled prior to December 31, 2024.

Accordingly, funds may be used to cover such personnel costs if doing so would fall within



the scope of an eligible use of SLFRF, such as payroll costs for state employees overseeing contracts for broadband projects or county employees overseeing affordable housing projects.

Personnel costs for this purpose include all salary and wages, covered benefits,<sup>11</sup> and payroll taxes for such positions, as in effect at the time of payment.

In the event of turnover of personnel, recipients may continue to pay different personnel in the same job position to the extent that the position in question was established and filled prior to December 31, 2024. Recipients may also reorganize positions within the scope of an eligible use of SLFRF after December 31, 2024, but may not use funds to cover any new positions after that date. For example, if an eligible project has filled ten job training specialist positions by December 31, 2024, the recipient may use funds to cover payroll for one of those training specialists who is promoted to supervise the other specialists after December 31, 2024, so long as there are no more than ten positions covered through SLFRF funds in total.

Recipients may estimate the amount that may be necessary to cover personnel costs through the expenditure period, report that estimate to Treasury, and retain those funds to pay personnel costs covered by the estimate, as discussed further in FAQ [17.8](#).

**17.8. How and when should recipients report to Treasury their estimate of the amount of SLFRF funds they will use to cover personnel costs between January 1, 2025, and December 31, 2026?**

As described in FAQ [17.7](#), Treasury will consider a recipient to have incurred an obligation with respect to personnel costs for an employee through December 31, 2026, to the extent the employee is serving in a position that was established and filled prior to December 31, 2024.

If a recipient elects to provide an estimate for such personnel costs, recipients must (1) determine the amount of SLFRF funds the recipient estimates it will use to cover such costs, (2) document a reasonable justification for this estimate, (3) report that amount to Treasury by January 31, 2025, for quarterly reporters, and April 30, 2025, for annual reporters, with an explanation of how the amount was determined, and (4) report at award closeout the final amount expended for these costs. Treasury recognizes that this estimate of anticipated personnel costs may not equal the final amount of funds used to cover personnel costs. For example, a recipient may have a vacancy for a period of time after an employee resigns but before the recipient hires a replacement, or a change in the recipient's laws and regulations may require an unanticipated salary increase for personnel. Recipients

---

<sup>11</sup> As described in the 2022 final rule, generally if an employee's wages and salaries are an eligible use of SLFRF funds, recipients may treat the employee's covered benefits as an eligible use of SLFRF funds. For purposes of SLFRF funds, covered benefits include costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

# ATTACHMENT “E”

quality medical care in reducing health disparities and addressing the root causes that led to disproportionate impact COVID-19 health impacts in certain communities, the final rule recognizes that medical equipment and facilities designed to address disparities in public health outcomes are eligible capital expenditures. This includes primary care clinics, hospitals, or integrations of health services into other settings. Recipients should make sure that all capital expenditures adhere to the standards and presumptions detailed in section Capital Expenditures in General Provisions: Other.

2. Housing vouchers and assistance relocating. In addition to other housing services, the interim final rule permitted a variety of rental assistance approaches to support low-income households in securing stable, long-term housing, including housing vouchers, residential counseling, or housing navigation assistance to facilitate household moves to neighborhoods with high levels of economic opportunity and mobility for low-income residents. Examples could include SLFRF-funded analogues to Section 8 Housing Choice vouchers; other kinds of rent subsidies, including shallow subsidies; and programs to help residents move to areas with higher levels of economic mobility.<sup>189</sup> Treasury did not receive public comments on these enumerated eligible uses.

*Treasury Response:* Treasury maintains the eligibility of vouchers and relocation assistance in the final rule.

3. Building strong, healthy communities through investments in neighborhoods. While the interim final rule included a category of enumerated eligible uses for “building stronger

---

<sup>189</sup> See, e.g., Opportunity Insights, Creating Moves To Opportunity (August 2019), <https://opportunityinsights.org/policy/cmtto/>.

communities through investments in housing and neighborhoods,” the examples of services provided generally focused on housing uses. In response to questions following release of the interim final rule, Treasury issued further guidance clarifying that “investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments.”

*Public Comment: General:* A significant theme across many public comments was the importance of neighborhood environment to health and economic outcomes and the potential connections between residence in an underserved neighborhood and disproportionate impacts from the pandemic. Many commenters highlighted the connection between neighborhoods and health outcomes, including citing public health research linking neighborhood traits to health outcomes. For example, the CDC states that “neighborhoods people live in have a major impact on their health and well-being.”<sup>190</sup> As such, CDC identifies “neighborhoods and built environment” as one of five key social determinants of health<sup>191</sup> and includes “creat[ing] neighborhoods and environments that promote health and safety” as one of the agency’s goals for social determinants of health outcomes.

a. Neighborhood features that promote improved health and safety outcomes.

*Public Comment:* Commenters argued that neighborhoods impact physical health outcomes in several ways. First, some commenters reasoned that the physical environment and

---

<sup>190</sup> U.S. Department of Health and Human Services, Neighborhood and Built Environment, <https://health.gov/healthypeople/objectives-and-data/browse-objectives/neighborhood-and-built-environment#cit1> (last visited November 9, 2021).

<sup>191</sup> Social determinants of health are “the conditions in the places where people live, learn, work, and play that affect a wide range of health risks and outcomes.” Centers for Disease Control and Prevention, About Social Determinants of Health (SDOH), <https://www.cdc.gov/socialdeterminants/about.html> (last visited November 9, 2021).

amenities in a community<sup>192</sup> influence a person's level of physical activity, with features like parks, recreation facilities, and safe sidewalks promoting increased physical activity that improves health outcomes. Conversely, commenters argued that a lack of these features in a neighborhood could dampen physical activity and contribute to health conditions like obesity that are risk factors for more severe COVID-19 health outcomes.

Second, some commenters also suggested that access to healthy food in a neighborhood impacts health outcomes. These commenters reasoned that lacking adequate access to affordable, healthy food or living in a “food desert” may contribute to disparities in diet that influence health outcomes, including contributing to pre-existing conditions that increased risk for severe COVID-19 outcomes. These commenters cited public health research finding “clear evidence for disparities in food access in the United States by income and race.”<sup>193</sup>

Some commenters also suggested that neighborhood environment is connected to other public health outcomes, like mental health and public safety. For example, some research suggests that living in neighborhoods with green space and tree cover correlates with improved mental health outcomes.<sup>194</sup> Finally, some commenters argued that activities like installing

---

<sup>192</sup> In public health, this is referred to as “built environment,” or the man-made physical aspects of a community (e.g., homes, buildings, streets, open spaces, and infrastructure).

<sup>193</sup> J Beaulac, E Kristjansson, S Cummins, A systematic review of food deserts, 1966-2007, *Prev Chronic Dis* 2009;6(3):A105, [http://www.cdc.gov/pcd/issues/2009/jul/08\\_0163.htm](http://www.cdc.gov/pcd/issues/2009/jul/08_0163.htm).

<sup>194</sup> See, e.g., Yijun Zhang et al. The Association between Green Space and Adolescents' Mental Well-Being: A Systematic Review. *International journal of environmental research and public health* vol. 17,18 6640 (Sep. 11 2020), doi:10.3390/ijerph17186640; EC South, BC Hohl, MC Kondo, JM MacDonald, CC Branas, Effect of Greening Vacant Land on Mental Health of Community-Dwelling Adults: A Cluster Randomized Trial, *JAMA Netw Open*. 2018;1(3):e180298 (2018), available at: doi:10.1001/jamanetworkopen.2018.0298.

streetlights, greening or cleanup of public spaces or land, and other efforts to revitalize public spaces would support improved public safety.<sup>195,196</sup>

These commenters recommended that Treasury include as an enumerated eligible use in disproportionately impacted communities projects to develop neighborhood features that promote improved health and safety outcomes, such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, projects that increase access to healthy foods, streetlights, neighborhood cleanup, and other projects to revitalize public spaces.

*Background:* Investments in neighborhood features, including parks, recreation facilities, sidewalks, and healthy food access, can work to improve physical and mental health outcomes. Allowing people access to nature, including parks, has been connected to decreased levels of mortality and illness and increased well-being.<sup>197</sup> Urban park use during the COVID-19 pandemic may have declined among lower-income individuals.<sup>198</sup> Encouraging physical activity can also play a role in health outcomes, as a sedentary lifestyle is a risk factor for chronic diseases and more severe COVID-19 outcomes.<sup>199</sup> Parks, recreation facilities, and sidewalks can promote healthier living environments by allowing for safe and socially distanced recreation during the COVID-19 pandemic.

---

<sup>195</sup> See, e.g., Yanqing Xu, Cong Fu, Eugene Kennedy, Shanhe Jiang, Samuel Owusu-Agyemang, The impact of street lights on spatial-temporal patterns of crime in Detroit, Michigan, *Cities*, Volume 79, Pages 45-52, ISSN 0264-2751 (2018), <https://doi.org/10.1016/j.cities.2018.02.021>.

<sup>196</sup> A. Chalfin, B. Hansen, J. Lerner et al., Reducing Crime Through Environmental Design: Evidence from a Randomized Experiment of Street Lighting in New York City, *Journal of Quantitative Criminology* (2021), <https://doi.org/10.1007/s10940-020-09490-6>.

<sup>197</sup> See, e.g., American Public Health Association, Improving Health and Wellness through Access to Nature (November 5, 2013), <https://www.apha.org/policies-and-advocacy/public-health-policy-statements/policy-database/2014/07/08/09/18/improving-health-and-wellness-through-access-to-nature>.

<sup>198</sup> LR Larson et al., Urban Park Use During the COVID-19 Pandemic: Are Socially Vulnerable Communities Disproportionately Impacted?, *Front. Sustain. Cities* 3:710243 (2021), <https://doi.org/10.3389/frsc.2021.710243>.

<sup>199</sup> JP Després, Severe COVID-19 outcomes — the role of physical activity. *Nat Rev Endocrinol* 17, 451–452 (2021). <https://doi.org/10.1038/s41574-021-00521-1>.

Additionally, food insecurity rates, which are higher among lower-income households and households of color, doubled among all households and tripled among households with children during the onset of COVID-19 from February 2020 to May 2020.<sup>200</sup> Improving healthy food access supports public health, particularly among lower-income households and households of color that face disproportionate outcomes.

*Treasury Response:* Treasury recognizes the connection between neighborhood built environment and physical health outcomes as discussed in the research and analysis provided by commenters, including risk factors that may have contributed to disproportionate COVID-19 health impacts in low-income communities. The final rule also recognizes that the public health impacts of the pandemic are broader than just the COVID-19 disease itself and include substantial impacts on mental health and public safety challenges like rates of violent crime, which are correlated with a neighborhood's built environment and features. As such, neighborhood features that promote improved health and safety outcomes respond to the pre-existing disparities that contributed to COVID-19's disproportionate impacts on low-income communities.

The final rule includes enumerated eligible uses in disproportionately impacted communities for developing neighborhood features that promote improved health and safety outcomes, such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks,<sup>201</sup> projects that increase access to healthy foods, streetlights,

---

<sup>200</sup> Caroline George and Adie Tomer, Beyond 'food deserts': America needs a new approach to mapping food, Brookings Institution (August 17, 2021), <https://www.brookings.edu/research/beyond-food-deserts-america-needs-a-new-approach-to-mapping-food-insecurity/>.

<sup>201</sup> However, Treasury cautions recipients that general infrastructure development, including street or road construction, remains a generally ineligible use of funds under the final rule. Sidewalks and pedestrian safety should be the predominant component of uses of funds in this category. While projects may include ancillary construction needed to execute the predominant component, a project that predominantly involves street construction or repair to benefit vehicular traffic would be ineligible.

neighborhood cleanup, and other projects to revitalize public spaces. Recipients seeking to use funds for capital expenditures should refer to the section Capital Expenditures in General Provisions: Other, which describes additional eligibility standards that apply to uses of funds for capital expenditures.

b. Vacant or abandoned properties. As discussed above, the interim final rule included enumerated eligible uses for building stronger communities through investments in housing and neighborhoods in disproportionately impacted communities. The interim final rule also posed a question of whether other potential uses in this category, specifically “rehabilitation of blighted properties or demolition of abandoned or vacant properties,” address the public health or economic impacts of the pandemic.

*Public Comment:* Several commenters argued that programs or services to address vacant or abandoned property would respond to the public health and negative economic impacts of the pandemic in disproportionately impacted communities. Some commenters cited research suggesting that living near such property is correlated with worse physical health and mental health outcomes, noted that such properties pose an environmental hazard, or argued that such properties present a barrier to economic recovery. These commenters suggested that renovation or demolition of vacant or abandoned property could benefit community health and raise property values. Other commenters recommended that Treasury include an enumerated eligible use for the operation of land banks that redevelop or renew vacant properties and land.

*Treasury Response:* As noted throughout the final rule, the pandemic underscored the importance of safe, affordable housing and healthy neighborhood environments to public health and economic outcomes. Treasury agrees with commenters that high rates of vacant or



# ATTACHMENT “F”

California Hard-to-Count Index Interactive Map

Calif. Dept. of Finance Demographic Research Unit

Enter address or tract ID

Block Group 2, Census Tract 5345.02 in Los Angeles County has an estimated population of 2,171 and a California Hard-to-Count Index of 47. Statewide, the median block group CA-HTC Index is 37. Learn more about the index [here](#).

The variables most correlated with this block group's CA-HTC Index are:

1. Foreign-born population

2. Non-high school graduates

3. Below 150 percent of poverty level

This block group overlaps (% share Census 2020 total housing)

Incorporated: Huntington Park (100.0)

Unincorporated: Los Angeles County Co.: 0.00

Block group characteristics

Tract characteristics (with statewide block group median):

Vacant housing units (%): 3.8

Total housing units with 3 or more units in a multi-unit structure (%): 10.1

Renter-occupied housing units (%): 26.1

Crowded housing units (%): 8.400000

Non-family households (%): 21.6

Adults who are not high school graduates (%): 39.4

Population with income below 150 percent of poverty level (%): 40.0

Households receiving public assistance income (%): 1.3

Persons (ages 16 or older) unemployed (%): 7.0

Limited-English households (%): 9.9

Persons who have moved in past year (%): 2.0

Population under 5 (%): 9.4

Foreign-born population\*: 45.7

Households without broadband\*: 3.3

GEOID: 060375345022

\*Note: Foreign-born and broadband data are not available at the block group level. Also, variables with null values are represented as 0.

Sources: Selected tables from the 2017-2021 American Community Survey 5-year estimates.

Zoom to

loading

esri



## ATTACHMENT “G”

## ZIP Code Tabulation Area

# ZCTA5 90255

ZCTA5 90255 is a ZIP Code Tabulation Area located in [California](#)

// [United States](#) / [California](#) / ZCTA5 90255

☒ Display Sources

**Populations and People**

Total Population

**71,157**[P1](#) | 2020 Decennial Census**Education**

Bachelor's Degree or Higher

**8.1%**[S1501](#) | 2022 American Community Survey 5-Year Estimates**Housing**

Total Housing Units

**19,558**[H1](#) | 2020 Decennial Census**Business and Economy**

Total Employer Establishments

**1,009**[CB2100CBP](#) | 2021 Economic Surveys Business Patterns**Race and Ethnicity**

Hispanic or Latino (of any race)

**68,805**[P9](#) | 2020 Decennial Census**Income and Poverty**

Median Household Income

**\$57,013**[S1901](#) | 2022 American Community Survey 5-Year Estimates**Employment**

Employment Rate

**58.7%**[DP03](#) | 2022 American Community Survey 5-Year Estimates**Health**

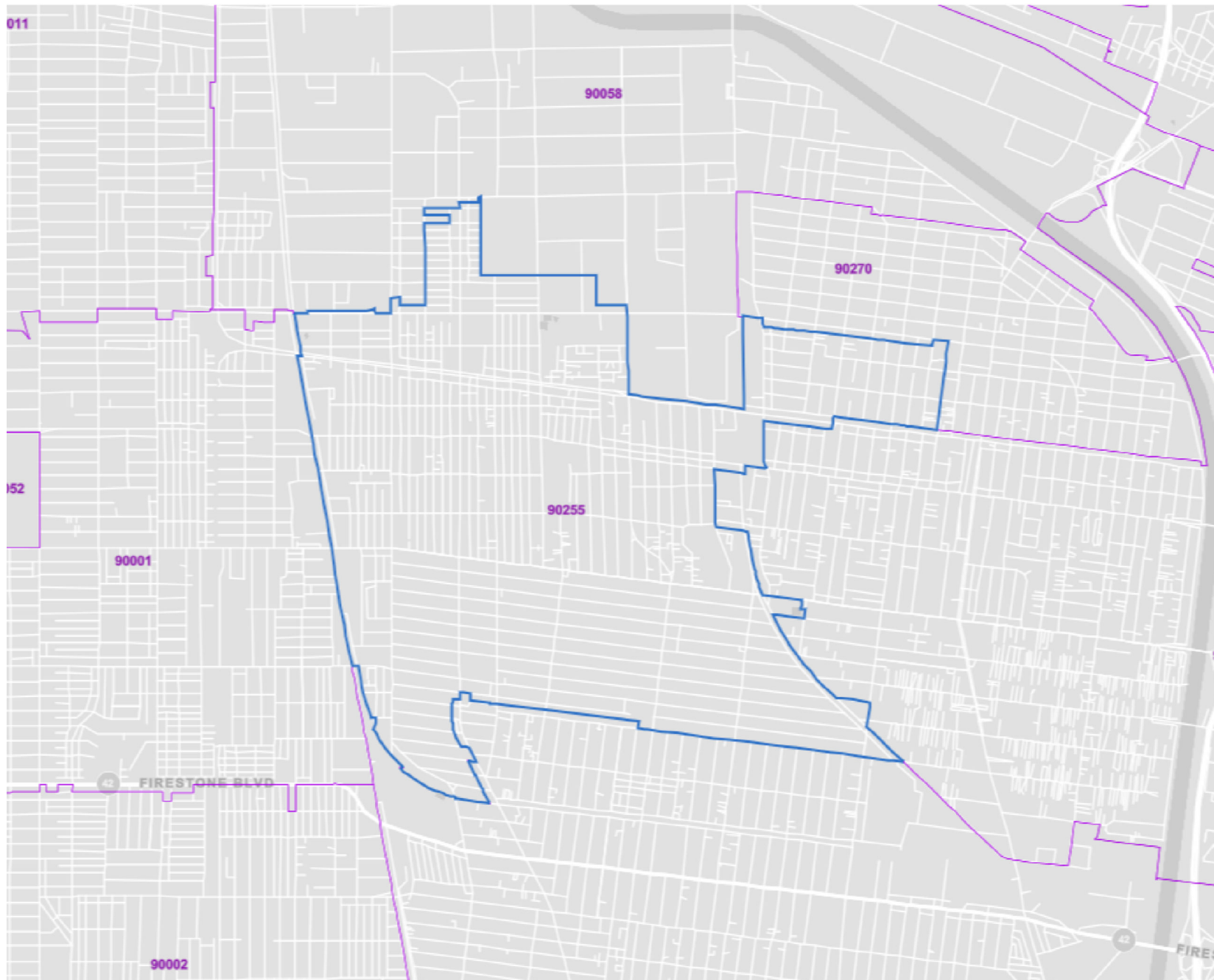
Without Health Care Coverage

**18.2%**[S2701](#) | 2022 American Community Survey 5-Year Estimates**Families and Living Arrangements**

Total Households

**18,718**[DP02](#) | 2022 American Community Survey 5-Year Estimates

## ZCTA5 90255 Reference Map



Source: U.S. Census Bureau



# Income and Poverty

## Income and Earnings

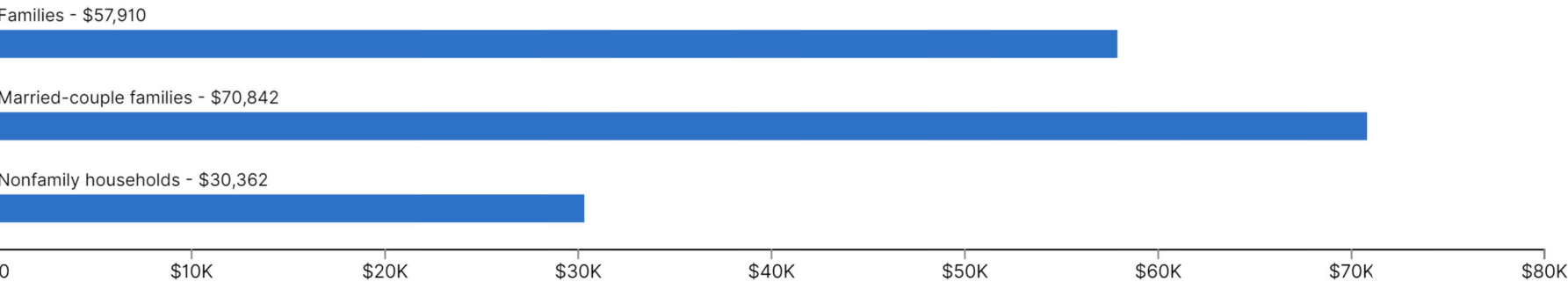
**\$57,013** ± \$2,811  
Median Household Income in ZCTA5 90255

**\$95,521** ± \$611  
Median Household Income in California

[S1901](#) | 2022 American Community Survey 5-Year Estimates

## Median Income by Types of Families in ZCTA5 90255

[Share / Embed](#)



☐ Display Margin of Error  
[S1901](#) | 2022 American Community Survey 5-Year Estimates

## Poverty

17.5% ± 1.9%

Poverty, All people in ZCTA5 90255

12.0% ± 0.2%

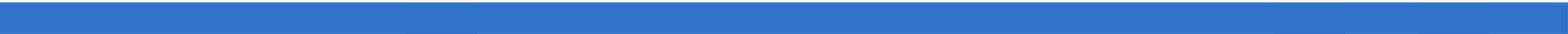
Poverty, All people in California

S1701 | 2022 American Community Survey 5-Year Estimates

Poverty by Age  
in ZCTA5 90255

Share / Embed

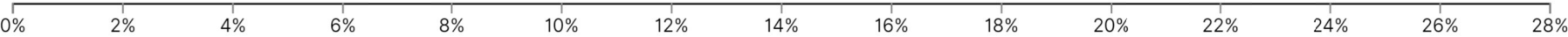
Under 18 years - 25.0%



18 to 64 years - 14.6%



65 years and over - 17.1%



Display Margin of Error

S1701 | 2022 American Community Survey 5-Year Estimates



## ITEM 7



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

December 16, 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:

## **DISCUSSION AND/OR POSSIBLE ACTION ON A COMPREHENSIVE ASSESSMENT REGARDING THE IMPLEMENTATION OF POLICE BODY-WORN CAMERA PROGRAM**

### **IT IS RECOMMENDED THE CITY COUNCIL:**

1. Receive and File the report regarding the comprehensive assessment of a Police Body-Worn Camera (BWC) Program; or
2. Direct staff to establish a multidisciplinary workgroup consisting of representatives from Administration, Police Administration, the Police Officers' Association, City Clerk's Office, Human Resources, Information Technology, Finance, and other relevant stakeholders. The workgroup will evaluate the feasibility, operational considerations, and financial impacts of implementing a BWC program and develop a detailed proposal, including recommendations for Council's consideration, to be presented within 60 days; or
3. Authorize staff to initiate procurement and preparation for the implementation of a Police Body-Worn Camera Program, with the goal of deploying the program at the start of the 2025-2026 fiscal year, contingent upon Council's final approval of the implementation plan and associated budgetary allocations.

### **BACKGROUND**

The Huntington Park Police Department remains committed to leveraging advanced technologies to enhance public safety and improve the quality of police services. Currently, Automatic License Plate Reader (ALPR) cameras are deployed at several fixed locations throughout the city, with plans to expand coverage to additional locations by the end of the fiscal year.

## **DISCUSSION AND/OR POSSIBLE ACTION ON A COMPREHENSIVE ASSESSMENT REGARDING THE IMPLEMENTATION OF POLICE BODY-WORN CAMERA PROGRAM**

December 16, 2024

Page 2 of 6

In addition, Council has recently awarded a contract for the implementation of a comprehensive city-wide video surveillance and security access door system. These technological advancements have already contributed to solving crimes and will continue to enhance the safety and security of Huntington Park, benefiting residents, businesses, and visitors alike.

Aligned with this commitment to innovation, the City Council has recently requested an evaluation of body-worn camera systems to determine their potential to further enhance police services.

### **DISCUSSION**

A Body-Worn Camera (BWC) is a device that is worn by an officer in order to record his or her official interactions with the public. There are numerous different manufacturers and variations of these cameras available on the market including those that are clipped on clothing, worn as an earpiece, on a headband harness, or attached to glasses. A critical component of these cameras is how the video is downloaded and whether it can be altered or modified. Full implementation of body-cameras will generate a tremendous amount of video that needs to be stored, accessed, and managed securely by authorized personnel only.

Although this technology is not state mandated, its impact on policing has already demonstrated to be rather profound. Throughout the country, the use of body-worn cameras in policing is a focus of discussion and debate. The proponents of body-worn cameras argue that this technology will bring about accountability and transparency in policing. Some of the first law enforcement agencies to adopt body-worn cameras have reported a positive impact on behavior, noting that the presence of these cameras tends to improve interactions between community members and police officers. There have been studies that have documented substantial decreases in personnel complaints and use-of-force incidents in agencies that have implemented body-worn camera programs. Often, these camera recordings provide irrefutable evidence for prosecutors to use at trial.

On the other hand, body-worn cameras raise many privacy concerns caused by their placement and mobility. BWCs can simultaneously record both audio and video and capture close-up images that allow for the potential use of facial recognition technology. Due to the fluidity of law enforcement work, BWCs record more than public space stationary cameras. Officers could potentially record inside private residences and other non-public areas such as backyard activities, hotel rooms, hospital rooms, and film sensitive situations such as restrooms that might emerge during calls for service.

Significant privacy concerns can also arise when interviewing crime victims, particularly in situations involving rape, abuse, or other sensitive matters. When implementing BWCs, law enforcement agencies must balance these privacy considerations with the need for transparency of police operations, accurate documentation of events, and evidence

## **DISCUSSION AND/OR POSSIBLE ACTION ON A COMPREHENSIVE ASSESSMENT REGARDING THE IMPLEMENTATION OF POLICE BODY-WORN CAMERA PROGRAM**

December 16, 2024

Page 3 of 6

collection. Research has shown that law enforcement agencies have taken many different approaches to address privacy concerns.

BWCs can also create privacy concerns for police officers, and law enforcement circles have not universally accepted the technology. In fact, police unions in several cities have claimed that the cameras represent a change in working conditions that must be negotiated.

California is a two-party consent state, which means that when a person makes an audio recording of a conversation, all parties involved in the conversation must consent. Failure to gain consent from all parties involved may be a crime. The U.S. Supreme Court has ruled that law enforcement officers may generally record whatever they can lawfully see and hear, without violating the Fourth Amendment. Thus, most recordings from body cameras are permitted and are considered a public record.

It is a fair assumption that many people who live in, work in, and visit Huntington Park will have privacy concerns about being recorded on video. BWCs will undoubtedly capture these individuals during moments of stress, anxiety, or embarrassment where they would not want the subsequent video recordings released to third parties, bloggers or the media.

BWC videos are presumed to be public records and will need to be made available, upon request, pursuant to the provisions of Government Code § 7920.000, et seq., ("California Public Records Act"). Under the Public Records Act, and most recently, case law addressing police use of video recording devices, body-camera video footage may be subject to disclosure to any requesting person, unless the footage relates to a complaint or investigation conducted by the police department or is subject to some other exemption.

If a body-camera program were to be fully implemented by the city in the future, the police department would need the resources to review, and if appropriate, redact, duplicate, and release body-camera recordings in response to requests made under the California Public Records Act. Without significant improvements in technology, these resources would largely consist of staff members who would be assigned to review voluminous hours of video footage.

An important precedent for public access to police video was set in the 2023 *Castañares v. Superior Court* case (2023 Cal. App. Lexis 994), when the City of Chula Vista, California was ordered to turn over hundreds of hours of drone video footage taken by the local police agency finding that a blanket exemption did not apply to law enforcement video under the "investigatory" exception of the California Public Records Act. The court ruled that, while some video could be exempt from public disclosure such as footage related to criminal investigations, the police department was obligated to comply with the request. This request inundated that agency with a responsibility to produce hundreds of hours of video that it did not have the personnel, resources, or time to fulfill.

### **LEGAL AND PROGRAM REQUIREMENTS**

## **DISCUSSION AND/OR POSSIBLE ACTION ON A COMPREHENSIVE ASSESSMENT REGARDING THE IMPLEMENTATION OF POLICE BODY-WORN CAMERA PROGRAM**

December 16, 2024

Page 4 of 6

In California, there is no statewide mandate requiring any law enforcement agencies to equip their officers with body-worn cameras. While the implementation of BWCs is voluntary, California law does impose specific requirements on agencies that choose to utilize them.

Penal Code Section 832.18 outlines best practices for the downloading and storage of data recorded by BWCs, including measures to prevent data tampering and guidelines for data retention.

Additionally, Assembly Bill 748, effective July 1, 2019, mandates the release of audio and video recordings, including BWC footage, within 45 days of what is known as “critical incidents,” including situations where officers discharge a firearm or use force resulting in death or great bodily harm, unless disclosure would interfere with an active investigation.

### **FISCAL IMPACT/FINANCING**

The fiscal impact of implementing a BWC program for the city encompasses both direct and indirect costs. Direct costs include the initial purchase of the cameras, as well as the necessary hardware and software to manage and store video data. Storage, whether cloud-based or on-premises, is a significant ongoing expense, potentially costing tens of thousands of dollars annually depending on the volume of data. Maintenance and repair of the devices, software licensing fees, and regular upgrades further contribute to the financial burden. Indirect costs involve staff training, system administration, and hiring additional personnel and third-party vendors for reviewing, redacting, and processing footage for legal and public requests.

While the investment in BWCs can improve transparency, accountability, and evidence collection, it requires careful budgeting to balance these benefits with the recurring fiscal demands on municipal resources.

It should be noted that staff engaged with three BWC vendors to obtain competitive pricing and selected the most favorable option to incorporate into this estimate. Additionally, legal fees and third-party redaction costs have been estimated, as it is not feasible to provide a precise breakdown of these expenses at this stage. To arrive at these estimates, staff contacted several neighboring police agencies and consulted with the city attorney, leveraging their input to ensure the figures are as accurate and informed as possible.

Below is an initial high-level estimate of the cost associated with a BWC program that includes unlimited storage for 60 cameras.

	Year 1	Year 2	Year 3	Year 4	Year 5
BWC Equipment and Storage	\$216,436.00	\$41,700.00	\$41,700.00	\$41,700.00	\$41,700.00

## DISCUSSION AND/OR POSSIBLE ACTION ON A COMPREHENSIVE ASSESSMENT REGARDING THE IMPLEMENTATION OF POLICE BODY-WORN CAMERA PROGRAM

December 16, 2024

Page 5 of 6

FTE Police Evidence Technician (Fully Loaded with Benefits)	\$98,012.67	\$107,813.94	\$111,048.36	\$115,490.29	\$120,109.90
FTE Police Records Clerk (Fully Loaded with Benefits)	\$84,589.39	\$93,048.33	\$95,839.78	\$99,673.37	\$103,660.30
Legal Fees - Estimated (\$500 Per Hour)	\$10,000.00	\$20,000.00	\$30,000.00	\$40,000.00	\$50,000.00
3rd Party Redacting - Estimated (\$400 Per Hour)	\$8,000.00	\$16,000.00	\$24,000.00	\$32,000.00	\$40,000.00
Total Estimated Costs:	\$417,038.06	\$278,562.27	\$302,588.13	\$328,863.66	\$355,470.21
<b>Total Five-Year Estimate:</b>	<b>\$1,682,522.33</b>				

If approved, staff will explore various funding options to support the program, including pursuing grant opportunities, utilizing Asset Forfeiture funds for eligible expenses, and/or requesting a General Fund budget enhancement. It is important to note that grant funds will only cover the cost of the cameras and will not apply to additional personnel hiring or legal fees. Additionally, the program will incur ongoing annual costs that must be sustained through the General Fund for the entirety of its implementation.

### **RECOMMENDATION**

This report provides a comprehensive update on the potential implementation of a Police Body-Worn Camera (BWC) Program and is submitted to the City Council with recommended actions for review and direction. Due to the complexities involved in developing and managing such a program, staff recommends a collaborative approach through the establishment of a multidisciplinary workgroup to evaluate and address operational, legal, financial, and technological considerations, ensuring informed decision-making.

### **CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



COSME LOZANO  
Chief of Police

**DISCUSSION AND/OR POSSIBLE ACTION ON A COMPREHENSIVE ASSESSMENT  
REGARDING THE IMPLEMENTATION OF POLICE BODY-WORN CAMERA  
PROGRAM**

December 16, 2024

Page 6 of 6

**ATTACHMENT(S)**

None

## ITEM 8





# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

December 16, 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 TO ACCEPT THE UNITED STATES DEPARTMENT OF JUSTICE,  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES – COPS HIRING  
PROGRAM FISCAL YEAR 23, AWARD NO. 15JCOPS-23-GG-04722-UHPX**

**IT IS RECOMMENDED THE CITY COUNCIL:**

1. Approve the Grant Award, Grant No. 15JCOPS-23-GG-04722-UHPX between the City of Huntington Park and the United States Department of Justice, Office of Community Oriented Policing Services for the reimbursement of funds allocated to the Huntington Park Police Department under the Fiscal Year 2023 COPS Hiring Program; and
2. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, the grant agreement, and documentation.

**BACKGROUND**

On March 8, 2023, the Department of Justice announced the FY 2023 Community Oriented Policing Services (COPS) Hiring Program Funding Opportunity. The goal of the FY 2023 COPS Hiring Program is to advance public safety through community policing by funding additional full-time career law enforcement positions to meet law enforcement agencies' community policing strategies.

The Huntington Park Police Department applied for the FY 2023 COPS Hiring Program and on November 2, 2023, was awarded funding to support the hiring of three police officers. The awarded funds will cover approximately 34 percent of the entry-level salary and fringe benefits for each position over a 36-month period with the City of Huntington Park required to provide approximately 66 percent cost share. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the City of Huntington Park.

**CONSIDERATION TO ACCEPT THE UNITED STATES DEPARTMENT OF JUSTICE,  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES – COPS HIRING  
PROGRAM FISCAL YEAR 23, AWARD NO. 15JCOPS-23-GG-04722-UHPX**

December 16, 2024

Page 2 of 4

The following table presents an overview of total costs and funding sources over the three-year salary funding period associated with the proposed Grant:

DESCRIPTION	AMOUNT
Estimated Salary and Benefits per Officer	\$122,514
Multiplied by: Number of Officers	3
Equals: Annual Salaries and Benefits	\$367,542
Multiplied by: Grant Years	3
Equals: Total Salaries and Benefits over Grant Period	\$1,102,626
Less: Proposed Grant Award (43.72%)	(\$375,000)
<b>Equals: City of Huntington Park Cost over Grant Period</b>	<b>\$727,626</b>

Funding under this program will support three years of officer salaries within a five-year period of performance to accommodate time needed for recruitment and hiring. The Huntington Park Police Department is required to fill the grant funded position for a term of 36 months. If a position funded by the COPS Hiring Program award becomes vacant during the performance period, the police department is required to take active and timely steps consistent with the city's hiring policies and procedures to fill the position with a new officer to complete the remainder of the 36-month term.

Each COPS Hiring Program funded position must be retained for a minimum of 12 months following the three years of federal funding. Absorbing COPS Hiring Program funded positions through attrition (rather than adding the extra positions to the police budget with additional funding) does not meet the retention requirement as per the grant requirements. The retained COPS Hiring Program funded positions should be added to the police budget, over and above the number funded positions that would have existed in the absence of the award.

As a result, once the three-year funding period under the proposed Grant has lapsed, the City of Huntington Park will be fully responsible for funding approximately \$367,542 in annual salary and benefits costs associated with the three new entry-level positions as well as any contractual increases to salaries and benefits into perpetuity.

The Huntington Park Police Department may request cost reimbursement on a monthly basis. The terms and conditions for this grant are listed in full on the Award document. The Award Conditions for this grant include cost principles, audit requirements, administrative requirements, and reporting requirements as follows:

- A. The Huntington Park Police Department, using existing staff, shall comply with the Single Audit Act Amendments of 1996, as implemented by 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".
- B. The Huntington Park Police Department, using existing staff, shall submit a Progress Report, as per the DOJ Grant Program Guidelines for biannual and final reports as well as quarterly financial reports (SF425).

**CONSIDERATION TO ACCEPT THE UNITED STATES DEPARTMENT OF JUSTICE,  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES – COPS HIRING  
PROGRAM FISCAL YEAR 23, AWARD NO. 15JCOPS-23-GG-04722-UHPX**

December 16, 2024

Page 3 of 4

- C. As required by the 2023 COPS Office Program Award Owner's Manual, the recipient shall notify the DOJ of developments that have significant impact on award-supported projects.

**FISCAL IMPACT/FINANCING**

Approval of the proposed Grant Award would authorize the acceptance of the FY 2023 COPS Hiring Program federal funding of \$375,000. In addition, if the FY 2023 COPS Hiring Program federal funds are accepted, then the City of Huntington Park will be obligated to commit approximately \$727,626 towards funding three police officers at a total cost of approximately \$1,102,626 over the 36-month Grant period.

In addition to funding approximately \$727,626 towards the proposed three police officer positions over the 36-month Grant period, the City of Huntington Park will be fully responsible for funding approximately \$367,542 in annual salary and benefits as well as any contractual increases to salary and benefits associated with these positions into perpetuity.

The City of Huntington Park must front-fund all expenses before requesting reimbursement. Subject to Council approval, funding for the three police officers will be requested in future fiscal years as part of the annual budget process.

**LEGAL AND PROGRAM REQUIREMENTS**

Reference the Agreement included in this report for legal and program requirements associated with the acceptance of these grant funds.

**CONCLUSION**

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

Respectfully submitted,

RICARDO REYES  
City Manager

  
COSME LOZANO  
Chief of Police  
**ATTACHMENT(S)**

**CONSIDERATION TO ACCEPT THE UNITED STATES DEPARTMENT OF JUSTICE,  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES – COPS HIRING  
PROGRAM FISCAL YEAR 23, AWARD NO. 15JCOPS-23-GG-04722-UHPX**

December 16, 2024

Page 4 of 4

A. FY 2023 COPS Hiring Program Award Letter/Package



# ATTACHMENT "A"

## Department of Justice (DOJ)

### Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	CITY OF HUNTINGTON PARK 6550 MILES AVE
<b>City, State and Zip:</b>	HUNTINGTON PARK, CA 90255
<b>Recipient UEI:</b>	NPKFKTS9QQD6
<b>Project Title:</b> FY23 COPS Hiring Program (CHP)	<b>Award Number:</b> 15JCOPS-23-GG-04722-UHPX
<b>Solicitation Title:</b> FY23 COPS Hiring Program	
<b>Federal Award Amount:</b> \$375,000.00	<b>Federal Award Date:</b> 11/2/23
<b>Awarding Agency:</b>	Office of Community Oriented Policing Services
<b>Funding Instrument Type:</b>	Grant
<b>Opportunity Category:</b> D	
<b>Assistance Listing:</b> 16.710 - Public Safety Partnership and Community Policing Grants	
<b>Project Period Start Date:</b> 10/1/23	<b>Project Period End Date:</b> 9/30/28
<b>Budget Period Start Date:</b> 10/1/23	<b>Budget Period End Date:</b> 9/30/28
<b>Project Description:</b>  The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Funding under this award program will be utilized by local law enforcement agencies to hire and rehire career law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.	

## Award Letter

November 2, 2023

Dear Nancy Meraz,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF HUNTINGTON PARK for an award under the funding opportunity entitled 2023 FY23 COPS Hiring Program. The approved award amount is \$375,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS

COPS Director

**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

**Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Recipient Information**

**Recipient Name**  
CITY OF HUNTINGTON PARK

**UEI**  
NPKFKTS9QQD6

**ORI Number**

**Street 1**  
6550 MILES AVE

**Street 2**

**City**  
HUNTINGTON PARK

**State/U.S. Territory**  
California

**Zip/Postal Code**  
90255

**Country**  
United States

**County/Parish**

**Province**

**Award Details**

**Federal Award Date**  
11/2/23

**Award Type**  
Initial

**Award Number**  
15JCOPS-23-GG-04722-UHPX

**Supplement Number**  
00

**Federal Award Amount**  
\$375,000.00

**Funding Instrument Type**  
Grant

<b>Assistance Listing Number</b>	<b>Assistance Listings Program Title</b>
16.710	Public Safety Partnership and Community Policing Grants
<b>Statutory Authority</b>	
The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq.	
[X] I have read and understand the information presented in this section of the Federal Award Instrument.	
<b>Project Information</b>	
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.	
<b>Solicitation Title</b>	<b>Awarding Agency</b>
2023 FY23 COPS Hiring Program	COPS
<b>Application Number</b>	
GRANT13873932	
<b>Grant Manager Name</b>	
TAMMY RICHARDSON	
<b>Phone Number</b>	
<a href="tel:202-598-6908">202-598-6908</a>	
<b>E-mail Address</b>	
TAMMY.RICHARDSON2@USDOJ.GOV	
<b>Project Title</b>	
FY23 COPS Hiring Program (CHP)	
<b>Performance Period Start Date</b>	<b>Performance Period End Date</b>
10/01/2023	09/30/2028
<b>Budget Period Start Date</b>	<b>Budget Period End Date</b>
10/01/2023	09/30/2028
<b>Project Description</b>	
The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Funding under this award program will be utilized by local law enforcement agencies to hire and rehire career law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.	
[X] I have read and understand the information presented in this section of the Federal Award Instrument.	



## Financial Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/14/23 3:18 PM

### Comments

No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	\$1,203,461	\$1	\$1,203,462	
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	
Travel:	\$0	\$0	\$0	
Equipment:	\$0	\$0	\$0	
Supplies:	\$0	\$0	\$0	
SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$0	\$0	\$0	
Other Costs:	\$0	\$0	\$0	
Total Direct Costs:	\$1,203,461	\$1	\$1,203,462	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$1,203,461	\$1	\$1,203,462	
Federal Funds:	\$375,000	\$0	\$375,000	31.16%
Match Amount:	\$828,462	\$0	\$828,462	68.84%
Program Income:	\$0	\$0	\$0	0.00%

## Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[X]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Other Award Documents

[X]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

## 5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
- (3) When the recipient agrees to the termination and termination conditions.
- (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (5) Pursuant to any other termination provisions included in the award.

2. C.F.R. § 200.340.

## 6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

## 7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

## 8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

## 9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;



c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

## 18

**Mandatory Disclosure:** Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

## 19

**Reports/Performance Goals:** To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

## 20

**Recipient Integrity and Performance Matters:** For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

### A. Reporting of Matters Related to Recipient Integrity and Performance

#### 1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

#### 2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty,



reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

### 4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### 5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

## 21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

### I. System for Award Management and Universal Identifier Requirements

#### A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

## B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

## C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
  - a. A foreign organization;
  - b. A foreign public entity;
  - c. A domestic for-profit organization; and
  - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

## 22

**Additional High-Risk Recipient Requirements:** The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

## 23

**Supplementing, not Supplanting:** State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

## 24

**Background Investigations:** Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

## 25

**Evaluations:** The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The

recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

## 26

**Modifications:** Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

## 27

**Retention:** At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

## 28

**Local Match:** COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

## 29

**School Resource Officer (SRO) Training Requirement:** COPS Office-funded SRO(s) are required to complete an SRO 40-hour basic training course from a list of COPS Office approved provider(s). Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40 hour basic training

course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must coordinate with the training provider if they want funds to cover registration and travel costs.

## 30

**Extensions:** Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award.

## 31

**Contracts and/or MOUs with other Jurisdictions:** Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

## 32

**Community Policing:** Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

## 33

**Career Law Enforcement Officer:** Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time "career law enforcement officers" for 36 months. The COPS Office's statute defines a "career law enforcement officer" as "a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws." 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become "career law enforcement officers" if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a "village public safety officer" defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670." Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

## 34

**Memorandum of Understanding Requirement (for School Resource Officers only)**

Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and

the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter.

- Your agency's MOU must contain the following information?

- o The purpose of the MOU

- o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety

- o Information sharing

- o Supervision responsibility and chain of command for the SRO

- o Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

## 35

**Allowable Costs Condition:** The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is \$125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

## 36

**Advancing Department of Justice Priority Problem Focus Areas:** This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their 2021 COPS Hiring Program (CHP) application:

- Building Legitimacy and Trust
- Violent Crime/Gun Violence
- Combatting Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application?

Your agency will address its specific priority crime problem throughout the entire CHP award period?

Your agency will implement any organizational changes identified in its CHP award application;

Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

[X]

*I have read and understand the information presented in this section of the Federal Award Instrument.*



## Award Acceptance

### Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

### Agency Approval

**Title of Approving Official**

COPS Director

**Name of Approving Official**

HUGH CLEMENTS

**Signed Date And Time**

9/22/23 4:40 PM

### Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official)

### Entity Acceptance

**Title of Authorized Entity Official**

Police Captain

**Name of Authorized Entity Official**

Alfred Martinez

**Signed Date And Time**

11/27/2023 7:51 PM

Declaration and Certification (Government Executive/Financial Official)

### Entity Acceptance

**Title of Authorized Entity Official**

Administrative Assistant

**Name of Authorized Entity Official**

Nancy Meraz

**Signed Date And Time**

12/12/2023 7:22 PM





## ITEM 9



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

December 16, 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:

## **REVIEW OF THE 2023 MILITARY EQUIPMENT ANNUAL REPORT AND RENEW ORDINANCE NO. 2022-01, APPROVING THE MILITARY EQUIPMENT FUNDING, ACQUISITION AND USE POLICY**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the Huntington Park Police Department's 2023 Military Equipment Annual Report; and
2. Renew Ordinance 2022-01, thereby approving the Police Department's Military Equipment funding, acquisition and use policy.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On September 30, 2021, Governor Newsom signed into law Assembly Bill (AB) 481 (Attachment D), which went into effect on January 1, 2022, and added California Government Code Sections 7070 through 7075 relating to the funding, acquisition, and use of military equipment by local law enforcement agencies. The bill required law enforcement agencies seeking to fund or acquire new military equipment or continue use of any military equipment acquired prior to January 1, 2022, to draft a military equipment use policy (Attachment C) and obtain approval from its governing body via adoption of an ordinance.

On an annual basis thereafter, an agency is required to publish a military equipment report to its website and hold at least one community engagement meeting to allow the public to ask questions and discuss the report. The annual report shall include a summary of each type of military equipment, its intended purpose, how each type of equipment was used by the agency during the preceding year, a summary of any complaints received concerning the equipment, the results of any internal audits pertaining to violations of the military equipment use policy, the total cost for each type of equipment, and quantity possessed.

**REVIEW THE 2023 MILITARY EQUIPMENT ANNUAL REPORT AND RENEW ORDINANCE NO. 2022-01, APPROVING THE MILITARY EQUIPMENT FUNDING, ACQUISITION AND USE POLICY**

December 16, 2024

AB 481 further requires the governing body, at least annually, to review any ordinance that it has adopted approving the funding, acquisition, or use of military equipment and vote on whether to renew the ordinance. The City Council may renew or not renew the authorizing ordinance, disapprove authorization for equipment where standards have not been met, or require modifications to the military equipment use policy based on whether the equipment detailed within the annual report complies with policy and meets specified standards as set forth in California Government Code Section 7071, subdivision (d).

The AB 481 Military Equipment List identifies items currently deployed by law enforcement agencies in this county, as well as others throughout the State of California, and the nation. AB 481 lists “military equipment” that is recognized and more appropriately identified by local, state, and federal law enforcement entities as specialized police equipment.

Specialized police equipment is used only by highly trained and experienced law enforcement professionals. The Huntington Park Police Department’s itemized list of specialized equipment is attached to this staff report and was posted for public viewing on the Department’s website, as required by AB 481. This itemized list of specialized equipment ranges from modernized tools, aerial drones, armored vehicles, and chemical agents, whose primary purpose is the preservation of human life during critical incidents. These critical incidents often involve the apprehension of high-risk suspects, search and rescue, and immediate responses to catastrophic events. The use also reduces the potential for physical injury to the public and department personnel. It also allows for the application of de-escalation tactics during high-risk encounters with armed and violent suspects.

The Huntington Park Police Department, and its Los Angeles County law enforcement partners, are responsible for ensuring the highest standard of public safety, the protection of its community, and the apprehension of criminal offenders. To help achieve and maintain the highest standard of public safety, it is important that the Huntington Park Police Department receive support from its local elected officials, who are committed to funding operational needs. This includes the approval to purchase and finance necessary tools, protective gear, and specialized equipment for the purpose of helping protect and save lives and property. With the City Council’s partnership and approval, the Huntington Park Police Department can operate with the most advanced technology, equipment, and resources available. Thus, allowing the Huntington Park Police Department to be successful in their purpose of protecting and serving the community with increased effectiveness, preparedness, and proper lifesaving tactics. The continued use of specialized equipment will allow the Huntington Park Police Department to operate within the same professional and uniformed standards as other successful law enforcement agencies across the county, state, and country.

In accordance with the annual requirements set forth in AB 481, the Department completed the 2023 Military Equipment Annual Report (Attachment A).

**REVIEW THE 2023 MILITARY EQUIPMENT ANNUAL REPORT AND RENEW  
ORDINANCE NO. 2022-01, APPROVING THE MILITARY EQUIPMENT FUNDING,  
ACQUISITION AND USE POLICY**

December 16, 2024

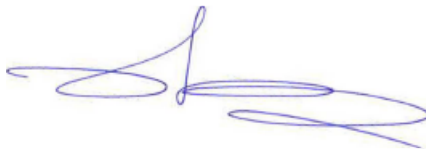
**FISCAL IMPACT/FINANCING**

N/A

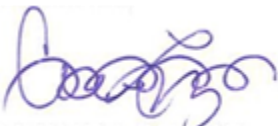
**CONCLUSION**

It is the recommendation of the Chief of Police that Council approve the 2023 Military Equipment Annual Report and renew Ordinance 2022-01 (Attachment B) approving the Department's military equipment funding, acquisition, and use policy pursuant to Assembly Bill 481.

Respectfully submitted,

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

RICARDO REYES  
City Manager

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

COSME LOZANO  
Chief of Police

**ATTACHMENT(S)**

- A: 2023 Military Equipment Annual Report
- B: Ordinance 2022-01
- C: Military Equipment Policy
- D: Assembly Bill 481

# HUNTINGTON PARK POLICE DEPARTMENT



## Military Equipment Use Report - 2023 Assembly Bill 481

*(California Government Code § 7072; Huntington Park  
Ordinance No. 2022-001)*

Table of Contents:

DEFINITIONS.....3

PREFACE .....5

EXECUTIVE SUMMARY.....5

REPORTING REQUIREMENTS .....7

    Summary of Use and Purpose of Use per Government Code § 7072(a)(1): ..... 8

    Summary of Complaints per Government Code § 7072(a)(2):..... 8

    Summary of Internal Audits or Policy Violations per Government Code § 7072(a)(3): ..... 8

    Summary of Annual Cost of Military Equipment per Government Code § 7072(a)(4): ..... 8

    Quantity Possessed per Government Code § 7072(a)(5): ..... 8

    Equipment Acquisition per Government Code § 7072(a)(6): ..... 8

SUMMARY OF MILITARY EQUIPMENT .....9

SECTION ONE: HUNTINGTON PARK POLICE DEPARTMENT SPECIALIZED  
EQUIPMENT INVENTORY .....9

SECTION TWO: ALLIED AGENCY / MUTUAL AID EQUIPMENT .....16

## DEFINITIONS

Per Assembly Bill 481 (AB 481), the following definitions apply only to the department's current military equipment inventory and potential future military equipment acquisitions for operational needs. (For a more detailed list, refer to Government Code section 7070, for "military equipment" as defined within the Assembly Bill.)

"Governing body": Huntington Park City Council and mayor.

"Military equipment" or "Specialized equipment":

1. Unmanned, remotely piloted, powered aerial or ground vehicles. This definition applies to the department's inventory of Unmanned Aerial Systems (UAS) and robots.
2. Armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this definition. This definition applies to the department's Lenco Bearcat.
3. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this definition.
4. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to sworn members. This definition applies to the department's inventory of rifle/pistol-caliber carbines and sniper rifles.
5. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray. This definition applies to the department's inventory of flashbangs. Additionally, this definition applies to the department's inventory of various chemical agents and chemical agent delivery systems maintained by the SWAT Team. These delivery systems are capable of dispersing chemical agents via burning, expulsion, liquid, or fog.
6. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag", rubber bullet, and specialty impact munition (SIM) weapons. This definition applies to all the Department's inventory of 40 mm projectile launchers and specialty impact munition (SIM).
7. "Military equipment" or "Specialized equipment" does not include general equipment not designated as prohibited or controlled by the Federal Defense Logistics Agency.

“Military equipment use policy” refers to Huntington Park Police Department Policy 706 which requires a publicly released, written document governing the use of military equipment by the department that addresses, at a minimum, all of the following:

8. A description of each type of military equipment/specialized equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military/specialized equipment.
9. The purposes and authorized uses for which the department proposes to use each type of military/specialized equipment.
10. The fiscal impact of each type of military/specialized equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
11. The legal and procedural rules that govern each authorized use.
12. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any sworn member is allowed to use each specific type of military/specialized equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military/specialized equipment use policy.
13. The mechanisms to ensure compliance with the military/specialized equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
14. The procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military/specialized equipment, and how the department will ensure that each complaint, concern, or question receives a response in a timely manner.



## **PREFACE**

The Huntington Park Police Department retains and utilizes a wide variety of equipment that falls under the definition of AB 481. This equipment is used to assist the Huntington Park Police Department in its ultimate mission which is the preservation of life.

The Huntington Park Police Department recognizes critical incidents are unpredictable and dynamic in nature. The retention of this equipment alone does not warrant its use for every incident. The equipment listed in this report assists with the safe and swift resolution of these incidents.

Policy and procedure dictate when the equipment may be deployed in the field, how it may be used, and which officers are authorized to use it. However, not all situations can be predicted. The need for the incident commander, on-scene supervisor, or officers to deploy and utilize the equipment in a manner not outlined within policy or procedure may be necessary for the preservation of life in a rapidly evolving incident.

Further, incident commanders, supervisors, officers, and specific specialized units can authorize the use of equipment for each specific incident based on the totality of the circumstances.

## **EXECUTIVE SUMMARY**

On September 30, 2021, the Governor of the State of California approved AB 481 requiring law enforcement agencies to obtain approval of the applicable governing body by adoption of a military equipment use policy. The department is required to seek City Council approval of their military equipment use procedure by ordinance at a regular open meeting prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined.

The bill allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The ordinance is subject to an annual City Council review to determine whether, based on an annual military equipment report, the standards outlined in the approving ordinance have been met. The City Council may renew the authorizing ordinance, disapprove authorization for particular military equipment where standards have not been met, or require modifications to the military equipment use procedure to address any non-compliance with standards.

Finally, the bill requires the publication of the military equipment use procedure and the annual military/specialized equipment report on the department's website. The military equipment use procedure must be posted on the website at least 30 days prior to the Council meeting.

Military equipment use was recorded by the Huntington Park Police Department for this report from January 1, 2023, to December 31, 2023, in compliance with the passage of AB 481 and corresponding Huntington Park City ordinance 2022-001.

## REPORTING REQUIREMENTS

Government Code § 7072 states the following:

- (a) A law enforcement agency that receives approval for a military equipment use policy according to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military/specialized equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:
  - (1) A summary of how the military equipment was used and the purpose of its use.
  - (2) A summary of any complaints or concerns received concerning the military/specialized equipment.
  - (3) The results of any internal audits, any information about violations of the military/specialized equipment use policy, and any actions taken in response.
  - (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military/ military equipment in the calendar year following submission of the annual military equipment report.
  - (5) The quantity possessed for each type of military equipment.
  - (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.
- (b) Within 30 days of submitting and publicly releasing an annual military equipment report according to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

In addition to maintaining the highest levels of public safety, the Huntington Park Police Department is committed to transparency, public trust, community partnerships, and compliance with the law. As such, the department has authored the following 2023 Annual Military Equipment Report in accordance with annual reporting requirements outlined in AB 481 and Government Code 7072:

**Summary of Use and Purpose of Use per Government Code § 7072(a)(1):**

Certain military equipment described in the included Summary of Military Equipment List were deployed in a variety of incidents and calls for service during this reporting period.

On occasion, multiple pieces of military equipment can be deployed during the same incident. An example is the arrest of an armed suspects which required the utilization of multiple pieces of equipment: a command-and-control vehicle, armored vehicles, unmanned aerial systems, and diversionary devices.

Other incidents during this reporting period included the deployment of Unmanned Aircraft Systems (UAS/Drones) to aid interior and exterior searches for suspects. Semi-automatic rifles were deployed during high-risk traffic stops and search warrant operations. None of these deployments resulted in gunfire.

The armored vehicle was deployed on multiple search warrant service operations.

**Summary of Complaints per Government Code § 7072(a)(2):**

The department received no complaints regarding the use of military equipment during this reporting period.

**Summary of Internal Audits or Policy Violations per Government Code § 7072(a)(3):**

No policy violations were noted related to military/specialized equipment deployment internally or by citizen complaint.

**Summary of Annual Cost of Military Equipment per Government Code § 7072(a)(4):**

Refer to equipment list.

**Quantity Possessed per Government Code § 7072(a)(5):**

Refer to equipment list.

**Equipment Acquisition per Government Code § 7072(a)(6):**

None

## SUMMARY OF MILITARY EQUIPMENT

The inventory of military equipment, particularly consumable material (ammunition, diversionary devices, less lethal impact munitions, etc.) fluctuates regularly. This is based on a variety of factors including, but not limited to, operational usage, operational deterioration, training, maintenance, and expiration and replenishment guidelines. The Huntington Park Police Department is committed to transparency in disclosing its military equipment inventory and related information to our community and elected officials in compliance with the law. The department strives to provide the most accurate military equipment inventory and information at the time of this report's publication.

The following are the various types, descriptions, and guidelines for usage of military equipment currently employed by the Huntington Park Police Department.: (\*NOTE: The manufacturer descriptions contained within are referenced via publicly accessible website source citations. The website source citations utilized in this report are for military equipment descriptive purposes only and are not an endorsement by the Huntington Park Police Department of a particular product or vendor.)

### SECTION ONE: HUNTINGTON PARK POLICE DEPARTMENT SPECIALIZED EQUIPMENT INVENTORY

#### 1. Unmanned Aircraft Systems (UAS/Drones)- CA Gov't Code §7070(c)(1)

**Quantity Owned/Sought:** DJI Camera Drones, not to exceed 4

**Lifespan:** Approximately 5 years

**Purpose/Capabilities/Description:**

- Search and locate reported missing children or at-risk adults
- Search and rescue operations to locate lost or injured hikers
- A law enforcement specific application involving aerial drones are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.
- Unmanned robotics have numerous applications and are used instead of personnel in high-risk environments to increase safety for law enforcement
- Gain visual/audio data and remotely clear buildings and structures.

**Fiscal Impacts:** The initial costs of equipment, licensing, software and training are approximately \$15,000.00. The ongoing cost associated with remotely piloted aircraft/ground vehicles and maintenance is estimated to be approximately \$2,000 per year.

**Legal/Procedural Rules Governing Use:** Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

**Training Required:** Prior to piloting any UAS/Drone staff members must secure an FAA Remote Pilot License and complete all training required by our FAA COA.

## **2. Unmanned, remotely piloted, powered ground vehicles- CA Gov't Code §7070(c)(1)**

**Quantity Owned/Sought:** Recon Robotics Scout, not to exceed 1

**Lifespan:** Approximately 15 years

### **Purpose/Capabilities/Description:**

- Robotic Scouts are capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.
- Gain visual/audio data and remotely clear buildings and structure
- Unmanned robotics have numerous applications and are used instead of personnel in high-risk environments to increase safety for law enforcement

**Fiscal Impacts:** The initial costs of equipment, licensing, software and training was approximately \$6,000.00. Ongoing cost associated with remotely piloted robotic technology and maintenance is estimated to be approximately \$200 per year.

**Legal/Procedural Rules Governing Use:** The use of unmanned, remotely piloted, powered ground robotic technology potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to all applicable privacy laws and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure).

**Training Required:** The Special Weapons and Tactics (SWAT) team provides internal training for staff members prior to allowing them to operate this equipment. The officers are trained in vehicle operation, equipment use and driving.

### **3. Armored vehicles with breaching or entry apparatus attachable - CA Gov't Code §7071(c)(2)**

**Quantity Owned/Sought:** Lenco Bear-Cat, 1 owned

**Lifespan:** Approximately 25 years

#### **Purpose/Capabilities/Description:**

- Lenco Ballistic Engineered Armored Response Counter-Attack Truck (BEARCAT). The BEARCAT, or rescue vehicles, are primarily used during high-risk tactical enforcement operations, officer rescues, and vehicle borne interventions.
- Capable of transporting personnel and equipment while providing them with armored protection from gunfire. Rescue vehicles provide ballistic safety during containment and apprehension of armed violent suspects. Additional deployments are used during criminal unrest and riots.
- Rescue vehicles are deployed for on-campus active shooter incidents to rescue injured victims.
- 4X4 capability to transport or evacuate victims in floods, fires, or other natural disasters.
- Rescue vehicles provide numerous safety capabilities for law enforcement, victim rescues, and overall community safety.
- BEARCAT vehicles have attachable metal booms that can be used for breaching structures, fences, or ramming objects during high-risk incidents, to include active shooter incidents on school grounds or buildings.
- BEARCAT vehicles are equipped with heavy-duty metal hooks and straps designed to safely pull fortified doors and windows open, allowing for secure and efficient entry.

**Fiscal Impacts:** Initial cost approximately \$250,000. Annual maintenance costs approximately \$2,000.

**Legal/Procedural Rules Governing Use:** Use shall be in accordance with California State law regarding the operation of motor vehicles.

**Training Required:** The Special Weapons and Tactics team provides internal training for staff members prior to allowing them to operate these vehicles. The officers are trained in vehicle operation, equipment use and driving.

### **4. Command and Control Vehicles used to facilitate the operational control and direction of public safety units – CA Gov't Code §7071(c)(4)**

**Quantity Owned/Sought:** Mobile Command Post, 1 owned

**Lifespan:** Approximately 27 years

**Purpose/Capabilities/Description:** Command vehicles are built in various platforms to include ½ ton pickup chassis, vans, trailers, and RV style configurations. Vehicles are built to better assist in command and control during law enforcement operations, natural disasters, and public safety issues. Vehicles are designed with additional communication abilities, computers, white boards, lighting, generators, and mission essential supplies.

**Fiscal Impact:** Initial cost approximately \$30,000. Annual maintenance costs approximately \$1,000.

**Legal/Procedural Rules Governing Use:** Use shall be in accordance with California State law regarding the operation of motor vehicles.

**Training Required:** Members of the Huntington Park Police Department conduct routine training in the operation and use of command-and-control vehicles. SWAT operators are trained internally regarding the operations and functions of the command-and-control vehicle.

## **5. Semiautomatic Rifles and Ammunition - CA Gov't Code §7070(c)(10) - defined under PC 30510 & PC 30515**

- a. Rifles:** Bush Master, Colt, Ruger, Yankee Hill, Heckler & Koch, Daniel Defense, or any other department approved brand, quantity not to exceed 100.

**Lifespan:** Approximately 10 years

### **Purpose/Capabilities/Description:**

- The Carbine Rifles are fired from shoulder level and are capable of firing the .223 / 5.56 cartridge.
- Increased accuracy and precision at long-range distance to address a threat, if present and feasible.
- Currently used by most law enforcement agencies across the nation.
- Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed.
- All SWAT operators utilize a carbine rifle during high-risk SWAT operations.

**Fiscal Impacts:** The initial cost of AR-15 style rifles are approximately \$1,000-\$1,200 each. The ongoing costs for ammunition will vary and maintenance will be conducted by departmental staff.

**Training Required:** Officers must successfully complete a CA POST certified carbine rifle course, or its equivalent, as well as regular department carbine rifle training and qualifications as required by law and policy.



**b. Sub machine gun:** Heckler & Koch MP-5, quantity: not to exceed 20.

**Lifespan:** Approximately 25 years

**Purpose/Capabilities/Description:**

- The MP-5 is fired from shoulder level and are capable of firing the 9mm cartridge.
- Increased accuracy and precision at short-range distance to address a threat, if present and feasible.
- Currently used by most law enforcement agencies across the nation.
- SWAT may deploy the MP-5 in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed.

**Fiscal Impacts:** The initial cost of the MP-5 was approximately \$1,400 each. The ongoing costs for ammunition will vary and maintenance will be conducted by departmental staff.

**Training Required:** Officers must successfully complete a CA POST certified sub machine gun course, or its equivalent, as well as regular department MP5 training and qualifications as required by law and policy.

**c. Bolt action rifles:** Ruger M78 and Remington 700: not to exceed 5.

**Lifespan:** The Sniper Rifle does not have an expiration and will need to be serviced or replaced when the rifle fails or breaks.

**Purpose/Capabilities/Description:**

- The Sniper element of SWAT deploys with precision rifles, which enables the stopping of an armed subject at a safe distance. The Sniper Rifle does not have an expiration and will need to be serviced or replaced when the rifle fails or breaks.

**Fiscal Impacts:** Approximately \$1,500.00 each. The ongoing costs for ammunition will vary and maintenance will be conducted by departmental staff.

**Training Required:** Officers must successfully complete a CA POST certified sniper rifle course, or its equivalent, as well as regular department SWAT sniper rifle training and qualifications as required by law and policy.

**Legal/Procedural Rules Governing Use:** All applicable State, Federal and Local laws governing police use of force. Various Huntington Park Police Department Policies on Use of Force and Firearms.

## **6. Diversionary Devices - CA Gov't Code §7070(c)(12)**

**Quantity Owned/Sought:** Defense Technology Low Roll, not to exceed 100

**Lifespan:** 5 years

### **Purpose/Capabilities/Description:**

- Noise Flash Diversionary Device (NFDD- "Flashbangs") are used to minimize risk to all parties through the temporary distraction or disorientation of armed and violent suspects that pose significant danger to law enforcement personnel and community.
- The effects of the NFDD reduce a suspect's reactionary capabilities and allow for momentary disorientation which creates a tactical advantage. NFDD is a hand delivered device and generally deployed on the exterior and interior of structures
- Provides a humane fright to aggressive dogs that pose a threat to law enforcement personnel
- A diversionary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

**Fiscal Impact:** Initial cost per item approximately \$100.00. No annual maintenance cost.

**Legal/Procedural Rules Governing Use:** Huntington Park Police Department Policy is to utilize diversionary devices only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** The Special Weapons and Tactics team provides internal training by POST certified instructors, for SWAT members only, prior to allowing them to use any of these devices.

## **7. Chemical Agents and Smoke canisters - CA Gov't Code §7070(c)(12)**

**Quantity Owned/Sought:** CS, OC & Smoke Canisters, not to exceed 500

**Lifespan:** 5 years

### **Purpose/Capabilities/Description:**

- To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

- Chemical agents are deployed through various means to include hand delivery and weapon launchable, such as pepper ball. Munitions are 40mm caliber OC, shotgun ferret rounds or canister shotgun launched ordinance. Hand delivered chemical agents are placed in metal burn boxes to reduce fire hazards.
- May be used for dangerous and/or combative subjects, barricaded subjects, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage may be gained, potentially viscous animals, training exercises or approved demonstrations.

**Fiscal Impact:** Initial cost per item approximately \$50. No annual maintenance cost.

**Legal/Procedural Rules Governing Use:** Huntington Park Police Department policy is to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** The Special Weapons and Tactics provides internal training by POST certified instructors for SWAT members prior to allowing them to use any of these items.

#### **8. 40mm Less Than Lethal Launchers and Kinetic Energy Munition - CA Gov't Code §7070(c)(14)**

**Quantity Owned/Sought:** Defense Technology 40mm single launcher, not to exceed 20

**Lifespan:** Approximately 15 years

##### **Purpose/Capabilities/Description:**

- The 40mm less than lethal Launchers and Kinetic Energy Munitions are intended for use as a less than lethal use of force option.
- Less than lethal 40mm launchers and rubber projectile munitions are configured for high and low energy impact. Munitions have the additional benefit as a barrier round for breaking vehicle, residential and industrial building glass so that chemical munitions can be deployed along with other aerial drone or ground robotic technology.
- 40mm less than lethal launchers have been effective in disarming violent suspects, armed suspects, and subjects who are suicidal with minimal injury and risk to the person, law enforcement or the public.
- 40mm less than lethal launchers are light weight, versatile and used worldwide by police and corrections officers.
- The 40MM launcher family of products is available in single-shot, spring-advance multi, and pump-advance multi-versions.

**Fiscal Impacts:** The initial cost of each 40mm launcher was approximately \$1,050.00. The ongoing costs for munitions will vary and maintenance is conducted by departmental staff.

**Legal/Procedural Rules Governing Use:** Huntington Park Police Department policy is to utilize less than lethal launchers and kinetic energy munitions only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** Officers must complete a POST certified 40mm course which is taught in-house by POST certified instructors, as well as regular training and qualifications as required by law and policy. There are various Huntington Park Police Department policies on Use of Force and Crowd Control.

## **SECTION TWO: ALLIED AGENCY / MUTUAL AID EQUIPMENT**

**Specialized equipment inventory known to be owned and/or utilized by law enforcement agencies with which the Huntington Park Police Department collaborates with and/or may require assistance from in a mutual-aid situation for law enforcement services.**

### **1. Mine Resistant Ambush Protected Vehicle (MRAP) - CA Gov't Code §7071(c)(2)**

**Purpose/Capabilities/Description:** The MRAP is a large ballistic armored rescue vehicle deployed during search warrant services and primarily in open desert areas requiring extreme off-road capability. The MRAP is also used for large parcel outdoor illegal marijuana grow enforcement. Operation requires a Class "B" driver's license. Capable of transporting personnel and equipment while providing them with armored protection from gunfire.

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** The MRAP can be deployed any time tactical operators determine that there is a need to move personnel and/or resources into areas in which they have reason to expect potential armed resistance requiring its protection.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

## **2. Armored Vehicles with breaching or entry apparatus or water cannon- CA Gov't Code §7071(c)(2)**

### **Purpose/Capabilities/Description:**

- LENCO Ballistic Engineered Armored Response Counter-Attack Trucks (BEARCATS). The BEARCAT's are primarily used during high-risk tactical enforcement operations, officer rescues, and vehicle borne interventions. Additional deployments are used during criminal unrest and riots. Rescue vehicles provide ballistic safety during containment and apprehension of armed violent suspects.
- Rescue vehicle for on-campus active shooter incidents to rescue injured victims.
- 4X4 capability to transport or evacuate victims in a natural disaster.
- BOMB-CAT bullet resistant rescue vehicle provisioned with a front mounted Water Cannon. Ordinances is for tactical operations and explosive ordinance mitigation and fire suppression.
- Rescue vehicles provide numerous safety capabilities for law enforcement, victim rescues, and overall community safety.
- TAC-CAT vehicle- A tracked bullet resistant caterpillar tractor driven and deployed during high-risk and tactical operations, with various hydraulic boom attachments including claw, chemical agent dispersal box and ram extension.

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** Use shall be in accordance with California State law regarding the operation of motor vehicles.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

## **3. Long Range Acoustic Device (LRAD) - CA Gov't Code §7071(c)(13)**

**Purpose/Capabilities/Description:** LRAD is an acoustic hailing device used for emitting amplified public announcements during search warrant services, barricaded suspects, or tactical operations. The loud audible technology ensures broadcasted announcements are loud and clear while offering advantages over less amplified patrol car PA systems. The larger LRAD 1000 system is portable and can be used for criminal unrest and rioting to provide clear dispersal orders for unlawful assembly. LRAD can also be used for any public announcements or safety advisements during natural disasters or evacuations.

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** LRADs can only be deployed in accordance with all applicable State, Federal and Local laws governing police use of force, crowd control, etc.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

#### **4. Explosive breaching tools - CA Gov't Code §7071(c)(12)**

**Purpose/Capabilities/Description:** Explosive breaching tools are used to breach fortified structures to establish a point of entry. Explosive charges are fashioned to produce little to no fragmentation at the time of detonation. Explosive breaching effectively reduces the time spent overcoming a fortified door or structure. The reduction in time mitigating a hardened structure increasing officer safety and the element of surprise. Blast injuries are reduced by using low yield explosives that mechanically overcome door frames and locking mechanisms. Explosive breaching mandates extensive schooling and certification processes.

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** Diversionary devices and explosive breaching tools are only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

#### **5. Pressurized battering rams, slugs and breaching equipment apparatuses that are explosive in nature - CA Gov't Code §7071(c)(7)**

**Purpose/Capabilities/Description:** Explosive breaching tools are used to breach fortified structures to establish a point of entry. Explosive charges are fashioned to produce little to no fragmentation at the time of detonation. Explosive breaching effectively reduces the time spent overcoming a fortified door or structure. The reduction in time mitigating a hardened structure increasing officer safety and the element of surprise. Blast injuries are reduced by using low yield explosives that mechanically overcome door frames and locking mechanisms. Explosive breaching mandates extensive schooling and certification processes.

**Avon frangible shotgun ammunition is used to breach doors and points of entry on fortified doors or structures.** The rounds are used to impact door hinges, doorknobs, and locks.

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** Diversionary devices and explosive breaching tools are only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

Pursuant to California Government Code §7071(d)(7), members of the public may register complaints, concerns, or submit questions about the use of each specific type of Military Equipment in this policy by any of the following means:

1. Via email to: [militaryequipment@hppolice.org](mailto:militaryequipment@hppolice.org)
2. Via phone call to: (323) 584-6254
3. Via mail sent to: **Huntington Park Police Department** - Attention: Military Equipment Use Coordinator: 6542 Miles Ave., Huntington Park, CA 90255

The Huntington Park Police Department is committed to responding to complaints, concerns and/or questions regarding its Military Equipment in a timely manner.

## ATTACHMENT "B"

### ORDINANCE NO. 2022-01

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, ADDING CHAPTER 21, "MILITARY EQUIPMENT USE POLICY," TO TITLE 4, "PUBLIC SAFETY," OF THE HUNTINGTON PARK MUNICIPAL CODE TO ESTABLISH A MILITARY EQUIPMENT USE POLICY IN COMPLIANCE WITH ASSEMBLY BILL 481**

**WHEREAS**, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481" creating Government Code Section 7070, et seq.), relating to the use of military equipment by California law enforcement agencies; and

**WHEREAS**, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

**WHEREAS**, the Huntington Park Police Department ("HPPD") is in possession of certain items of equipment that qualify as "military equipment" under AB 481; and

**WHEREAS**, AB 481 requires that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released, written, military equipment use policy document covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to HPPD's use of such equipment; and

**WHEREAS**, the Military Equipment Use Policy ("Policy") and supporting information must be approved by the governing body by ordinance, and reviewed annually; and

**WHEREAS**, the City Council of the City of Huntington Park ("City"), having received the information required under AB\_481 regarding HPPD's use of military equipment as defined in said law, deems it to be in the best interest of the City to approve the Military Equipment Use Policy as set forth herein.

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

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



**SECTION 2.** Chapter 21 of Title 4 of the Huntington Park Municipal Code is hereby added to read as follows (deletions in ~~Strikethrough~~ and additions in Underline):

**TITLE 4 PUBLIC SAFETY**

**CHAPTER 21 MILITARY EQUIPMENT USE POLICY**

**4-21.01 Findings.**

(a) The City Council has made the following determinations:

- (1) The military equipment identified in the Huntington Park Military Equipment Use Policy ("Policy") is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
- (2) The Policy will safeguard the public's welfare, safety, civil rights, and civil liberties;
- (3) The military equipment identified in the Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;
- (4) Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance;

(b) The Huntington Park Police Department ("HPPD") has submitted a proposed Policy to the City Council and has made those documents available on the HPPD website for at least 30 days prior to the public hearing concerning the military equipment at issue.

(c) The Policy was considered by the City Council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted.

(d) The Policy shall be made publicly available on HPPD's website for as long as the military equipment is available for use.

**4-21.02 Annual Report.**

(a) HPPD shall submit an annual military equipment report to the City Council, containing the information required in Government Code Section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in (a)(1)-(4) above.

(b) The City Council shall review this ordinance, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(2)

(c) The City Council approves the use of the Policy, General Order 706, and finds that it satisfies the requirements of Government Code Section 7070.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, sections, or applications of the Ordinance which can be given effect without the invalid provisions or applications, and to this end any phrase, section, sentence, or word is declared to be severable.

**SECTION 4.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**SECTION 5.** This Ordinance shall take effect thirty (30) days after its adoption.

**PASSED, APPROVED, AND ADOPTED** this 6th day of September, 2022 by the following vote:

AYES: Councilmember(s) Ortiz, Macias, Vice Mayor Sanabria, and Mayor Martinez

NOES: None

ABSENT: None

*Signatures on the following page*

ATTEST:

DocuSigned by:

*Eduardo Sarmiento*

Eduardo Sarmiento, City Clerk

DocuSigned by:

*Eduardo "Eddie" Martinez*

Eduardo Martinez, Mayor

APPROVED AS TO FORM:

DocuSigned by:

*Arnold M. Alvarez-Glasman*

Arnold M. Alvarez-Glasman,  
City Attorney

CERTIFICATION

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE HUNTINGTON PARK, CALIFORNIA, ADDING CHAPTER 21, "MILITARY EQUIPMENT USE POLICY," TO TITLE 4, "PUBLIC SAFETY," OF THE HUNTINGTON PARK MUNICIPAL CODE TO ESTABLISH A MILITARY EQUIPMENT USE POLICY IN COMPLIANCE WITH ASSEMBLY BILL 481

I, Eduardo Sarmiento, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2022-01 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 6<sup>th</sup> day of August 2022, by the following vote, to wit:

AYES:	Council Member(s): Graciela Ortiz, Karina Macias, Vice Mayor Marilyn Sanabria and Mayor Eduardo "Eddie" Martinez
NOES:	Council Member(s): None
ABSENT:	Council Member(s): None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 6<sup>th</sup> day of August 2022.

  
\_\_\_\_\_  
Eduardo Sarmiento, City Clerk

## Military Equipment Use Policy

### 706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

#### 706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the Department.

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

# Huntington Park Police Department

## Huntington Park PD Policy Manual

### *Military Equipment Use Policy*

---

#### **706.2 POLICY**

It is the policy of the Huntington Park Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

#### **706.3 MILITARY EQUIPMENT COORDINATOR**

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Huntington Park Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  - 1. Publicizing the details of the meeting.
  - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

#### **706.4 MILITARY EQUIPMENT INVENTORY**

The following constitutes a list of qualifying equipment for the Department:

[See attachment: Huntington Park PD Military Equipment List 04-28-22.pdf](#)

#### **706.5 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The

# Huntington Park Police Department

## Huntington Park PD Policy Manual

### *Military Equipment Use Policy*

---

military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

#### **706.6 COORDINATION WITH OTHER JURISDICTIONS**

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

#### **706.7 USE IN EXIGENT CIRCUMSTANCES**

The Huntington Park Police Department works closely with local, county, state and federal partners within Los Angeles County. In exigent circumstances and with the approval of the Chief of Police or his/her designee, military equipment may be deployed from outside entities to promote the safety and security of community members. If the Huntington Park Police Department acquires, borrows, or uses military equipment in exigent circumstances, it will provide written notification of the acquisition, borrowing or use to City Council within 30 days following the commencement of such exigent circumstances unless such information is confidential or privileged under local, state or federal law.

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

If military equipment from an outside law enforcement agency is expected to be used during a pre-planned event in Huntington Park, the Huntington Park Police Department will provide written notification of its intended use to City Council at least 30 days prior to the event.

In some instances such as a planned high risk warrant, the use of military equipment from another agency may be needed to safely execute the operation. If another agency's military equipment is

# Huntington Park Police Department

## Huntington Park PD Policy Manual

### *Military Equipment Use Policy*

---

used, the Huntington Park Police Department will provide a written explanation to City Council of its use no later than 30 days after the event.

#### **706.8 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

#### **706.9 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.



## **Attachments**

## **Huntington Park PD Military Equipment List 04-28-22 .pdf**

**Policy 706: AB481 Military Equipment List**

## **Section One: Huntington Park Police Department Specialized Equipment Inventory**

### **1. Unmanned Aircraft Systems (UAS/Drones)- CA Gov't Code §7070(c)(1)**

**Quantity Owned/Sought:** DJI Camera Drones, not to exceed 4

**Lifespan:** Approximately 5 years

**Purpose/Capabilities/Description:**

- Search and locate reported missing children or at-risk adults
- Search and rescue operations to locate lost or injured hikers
- A law enforcement specific application involving Aerial drones are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.
- Unmanned robotics have numerous applications and are used instead of personnel in high-risk environments to increase safety for law enforcement
- Gain visual/audio data and remotely clear buildings and structure

**Fiscal Impacts:** The initial costs of equipment, licensing, software and training is approximately \$15,000.00. Ongoing cost associated with remotely piloted aircraft/ground vehicles and maintenance is estimated to be approximately \$2,000 per year.

**Legal/Procedural Rules Governing Use:** Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

**Training Required:** Prior to piloting any UAS/Drone staff members must secure an FAA Remote Pilot License and complete all training required by our FAA COA.

**2. Unmanned, remotely piloted, powered ground vehicles- CA Gov't Code §7070(c)(1)**

**Quantity Owned/Sought:** Recon Robotics Scout, not to exceed 1

**Lifespan:** Approximately 15 years

**Purpose/Capabilities/Description:**

- Deliver Crisis Negotiation Phone, open doors, disrupt packages
- Vehicles are capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.
- Gain visual/audio data and remotely clear buildings and structure
- Unmanned robotics have numerous applications and are used instead of personnel in high-risk environments to increase safety for law enforcement

**Fiscal Impacts:** The initial costs of equipment, licensing, software and training was approximately \$6,000.00. Ongoing cost associated with remotely piloted aircraft/ground vehicles and maintenance is estimated to be approximately \$200 per year.

**Legal/Procedural Rules Governing Use:** The use of unmanned, remotely piloted, powered ground vehicles potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to all applicable privacy laws and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure).

**Training Required:** The Special Emergency Response Team (SERT) provides internal training for staff members prior to allowing them to operate these vehicles. The officers are trained in vehicle operation, equipment use, and driving.

**3. Armored vehicles with breaching or entry apparatus attachable - CA Gov't Code §7071(c)(2)**

**Quantity Owned/Sought:** LENCO BEAR-CAT, 1 owned

**Lifespan:** Approximately 25 years

**Purpose/Capabilities/Description:**

- LENCO Ballistic Engineered Armored Response Counter-Attack Truck (BEAR-CAT). The BEAR-CAT, or rescue vehicles, are primarily used during high-risk tactical enforcement operations, officer rescues, and vehicle borne interventions. Additional deployments are used during

criminal unrest and riots. Rescue vehicles provide ballistic safety during containment and apprehension of armed violent suspects.

- Rescue vehicle for on-campus active shooter incidents to rescue injured victims.
- 4X4 capability to transport or evacuate victims in floods, fires, or other natural disasters.
- Rescue vehicles provide numerous safety capabilities for law enforcement, victim rescues, and overall community safety.
- BEAR-CAT vehicles have attachable metal booms that can be used for breaching structures, fences, or ramming objects during high-risk incidents, to include active shooter incidents on school grounds or buildings.

**Fiscal Impacts:** Initial cost approximately \$250,000. Annual maintenance cost approximately \$2,000.

**Legal/Procedural Rules Governing Use:** Use shall be in accordance with California State law regarding the operation of motor vehicles.

**Training Required:** The Special Emergency Response Team provides internal training for staff members prior to allowing them to operate these vehicles. The officers are trained in vehicle operation, equipment use, and driving.

#### **4. Semiautomatic Rifles and Ammunition - CA Gov't Code §7070(c)(10) - defined under PC 30510 & PC 30515**

- a. Rifles:** Bush Master, Colt, Ruger, Yankee Hill, Heckler & Koch, quantity: not to exceed 100.

**Lifespan:** Approximately 15 years

**Purpose/Capabilities/Description:**

- The Carbine Rifles are fired from shoulder level and are capable of firing the .223 / 5.56 cartridge.
- Increased accuracy and precision at long-range distance to address a threat, if present and feasible.
- Currently used by most law enforcement agencies across the nation.
- Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed.

**Fiscal Impacts:** The initial cost of AR-15 style rifles are approximately \$1,000-\$1,200 each. The ongoing costs for ammunition will vary and maintenance is conducted by departmental staff.

**b. Sub machine gun:** Heckler & Koch MP-5, quantity: not to exceed 20.

**Lifespan:** Approximately 25 years

**Purpose/Capabilities/Description:**

- The MP-5 is fired from shoulder level and are capable of firing the 9mm cartridge.
- Increased accuracy and precision at long-range distance to address a threat, if present and feasible.
- Currently used by most law enforcement agencies across the nation.
- Officers may deploy the MP-5 in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed.

**Fiscal Impacts:** The initial cost of the MP-5 was approximately \$1,400 each. The ongoing costs for ammunition will vary and maintenance is conducted by departmental staff.

**c. Bolt action rifles:** Ruger M78 and Remington 700: not to exceed 5.

**Lifespan:** The Sniper Rifle does not have an expiration and will need to be serviced or replaced when the rifle fails or breaks.

**Purpose/Capabilities/Description:**

- The Sniper element of SERT deploys with precision rifles, which enables the stopping of an armed subject at a safe distance. The Sniper Rifle does not have an expiration and will need to be serviced or replaced when the rifle fails or breaks.

**Fiscal Impacts:** Approximately \$1,500.00 each. The ongoing costs for ammunition will vary and maintenance is conducted by departmental staff.

**Legal/Procedural Rules Governing Use:** All applicable State, Federal and Local laws governing police use of force. Various Huntington Park Police Department Policies on Use of Force and Firearms.

**Training Required:** Officers must successfully complete a CA POST certified patrol rifle course as well as regular department firearms training and qualifications as required by law and policy.

**5. Diversionary Devices - CA Gov't Code §7070(c)(12)**

**Quantity Owned/Sought:** DEFTECH Low Roll, not to exceed 100

**Lifespan:** 5 years

**Purpose/Capabilities/Description:**

- Light Sound Diversionary Device (LSDD- “Flashbangs”) are used to minimize risk to all parties through the temporary distraction or disorientation of armed and violent suspects that pose significant danger to law enforcement personnel and community.
- The effects of the LSDD reduce a suspect’s reactionary capabilities and allow for momentary disorientation which creates a tactical advantage. LSDD is a hand delivered device and generally deployed on the exterior of structures
- Provides a humane fright to aggressive dogs that pose a threat to law enforcement personnel
- A diversionary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

**Fiscal Impact:** Initial cost per item approximately \$100.00. No annual maintenance cost.

**Legal/Procedural Rules Governing Use:** Huntington Park Police Department Policy is to utilize diversionary devices only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** The Special Emergency Response Team provides internal training by POST certified instructors for staff members prior to allowing them to use any of these items.

## **6. Chemical Agents and Smoke canisters - CA Gov’t Code §7070(c)(12)**

**Quantity Owned/Sought:** CS, OC & Smoke Canisters, not to exceed 500

**Lifespan:** 5 years

**Purpose/Capabilities/Description:**

- To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
- Chemical agents are deployed through various means to include hand delivery and weapon launchable, such as pepper ball. Munitions are 40mm caliber, shotgun ferret rounds or canister shotgun launched ordinance. Hand delivered chemical agents are placed in metal burn boxes to reduce fire hazards
- May be used for dangerous and/or combative subjects, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage may be gained, potentially viscous animals, training exercises or approved demonstrations, circumstances where a tactical advantage can be obtained.



**Fiscal Impact:** Initial cost per item approximately \$50. No annual maintenance cost.

**Legal/Procedural Rules Governing Use:** Huntington Park Police Department policy is to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** The Special Emergency Response Team provides internal training by POST certified instructors for staff members prior to allowing them to use any of these items.

## **7. 40mm Less Than Lethal Launchers and Kinetic Energy Munition - CA Gov't Code §7070(c)(14)**

**Quantity Owned/Sought:** Defense Technology 40mm single launcher, not to exceed 20

**Lifespan:** Approximately 15 years

### **Purpose/Capabilities/Description:**

- The 40mm less than lethal Launchers and Kinetic Energy Munitions are intended for use as a less than lethal use of force option.
- Less than lethal 40mm launchers and rubber projectile munitions are configured for high and low energy impact. Munitions have the additional benefit as a barrier round for breaking vehicle and residential glass so that chemical munitions can be deployed.
- 40mm less than lethal launchers have been effective in disarming violent suspects, armed suspects, and subjects who are suicidal with minimal injury and risk to the person, law enforcement or the public.
- 40mm less than lethal launchers are light weight, versatile and used worldwide by police and corrections officers.
- The 40MM launcher family of products is available in single-shot, spring-advance multi, and pump-advance multi-versions.

**Fiscal Impacts:** The initial cost of each 40mm launcher was approximately \$1,050.00. The ongoing costs for munitions will vary and maintenance is conducted by departmental staff.

**Legal/Procedural Rules Governing Use:** Huntington Park Police Department policy is to utilize less than lethal launchers and kinetic energy munitions only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** Officers must complete a POST certified 40mm course, as well as regular training and qualifications as required by law

and policy. There are various Huntington Park Police Department policies on Use of Force and Crowd Control.

**Section Two: Specialized Equipment Inventory known to be owned and/or utilized by law enforcement agencies with which the Huntington Park Police Department collaborates with and/or may require assistance from, in a mutual-aid situation for law enforcement services.**

**1. Mine Resistant Ambush Protected Vehicle (MRAP) - CA Gov't Code §7070(c)(2)**

**Quantity Owned/Sought:** None

**Lifespan:** Unknown

**Purpose/Capabilities/Description:** The MRAP is a large ballistic armored rescue vehicle deployed during search warrant services and primarily in open desert areas requiring extreme off-road capability. The MRAP is also used for large parcel outdoor illegal marijuana grow enforcement. Operation requires a Class "B" driver's license. Capable of transporting personnel and equipment while providing them with armored protection from gunfire.

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** The MRAP can be deployed any time tactical operators determine that there is a need to move personnel and/or resources into areas in which they have reason to expect potential armed resistance requiring its protection.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

**2. Armored Vehicles with breaching or entry apparatus or water cannon- CA Gov't Code §7070(c)(2)**

**Quantity Owned/Sought:** None

**Lifespan:** Unknown

**Purpose/Capabilities/Description:**

- Lenco Ballistic Engineered Armored Response Counter-Attack Trucks (BEARCATS). The BEARCAT's are primarily used during high-risk tactical enforcement operations, officer rescues, and vehicle borne interventions. Additional deployments are used during criminal unrest and riots. Rescue vehicles provide ballistic safety during containment and apprehension of armed violent suspects

- Rescue vehicle for on-campus active shooter incidents to rescue injured victims
- 4X4 capability to transport or evacuate victims in a natural disaster
- BOMB-CAT bullet resistant rescue vehicle provisioned with a front mounted Water Cannon. BOMB-CAT use is for tactical operations and explosive ordinance mitigation and fire suppression
- Rescue vehicles provide numerous safety capabilities for law enforcement, victim rescues, and overall community safety
- TAC-CAT vehicle- A tracked bullet resistant caterpillar tractor driven and deployed during high-risk and tactical operations, with various hydraulic boom attachments including claw, chemical agent dispersal box and ram extension

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** Use shall be in accordance with California State law regarding the operation of motor vehicles.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

### **3. Long Range Acoustic Device (LRAD) - CA Gov't Code §7070(c)(13)**

**Quantity Owned/Sought:** None

**Lifespan:** Unknown

**Purpose/Capabilities/Description:** LRAD is an acoustic hailing device used for emitting amplified public announcements during search warrant services, barricaded suspects, or tactical operations. The loud audible technology ensures broadcasted announcements are loud and clear while offering advantages over less amplified patrol car PA systems. The larger LRAD 1000 system is portable and can be used for criminal unrest and rioting to provide clear dispersal orders for unlawful assembly. LRAD can also be used for any public announcements or safety advisements during natural disasters or evacuations

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** LRADs can only be deployed in accordance with all applicable State, Federal and Local laws governing police use of force, crowd control, etc.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

### **4. Explosive breaching tools - CA Gov't Code §7070(c)(12)**

**Quantity Owned/Sought:** None

**Lifespan:** Unknown

**Purpose/Capabilities/Description:** Explosive breaching tools are used to breach fortified structures to establish a point of entry. Explosive charges are fashioned to produce little to no fragmentation at the time of detonation. Explosive breaching effectively reduces the time spent overcoming a fortified door or structure. The reduction in time mitigating a hardened structure increasing officer safety and the element of surprise. Blast injuries are reduced by using low yield explosives that mechanically overcome door frames and locking mechanisms. Explosive breaching mandates extensive schooling and certification processes

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** Diversionary devices and explosive breaching tools are only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

**5. Non-handheld battering rams, slugs and breaching equipment apparatuses that are explosive in nature - CA Gov't Code §7070(c)(7)**

**Quantity Owned/Sought:** None

**Lifespan:** Unknown

**Purpose/Capabilities/Description:** Explosive breaching tools are used to breach fortified structures to establish a point of entry. Explosive charges are fashioned to produce little to no fragmentation at the time of detonation. Explosive breaching effectively reduces the time spent overcoming a fortified door or structure. The reduction in time mitigating a hardened structure increasing officer safety and the element of surprise. Blast injuries are reduced by using low yield explosives that mechanically overcome door frames and locking mechanisms. Explosive breaching mandates extensive schooling and certification processes

**Avon frangible shotgun ammunition is used to breach doors and points of entry on fortified doors or structures.** The rounds are used to impact door hinges, doorknobs, and locks.

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** Diversionary devices and explosive breaching tools are only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

**6. Command and Control Vehicles used to facilitate the operational control and direction of public safety units – CA Gov't Code §7070(c)(5)**

**Quantity Owned/Sought:** None

**Lifespan:** 20-year lifespan on chassis and vehicle structure. Upgrades needed every 5-7 years to maintain IT systems.

**Purpose/Capabilities/Description:** Command vehicles are built in various platforms to include ½ ton pickup chassis, vans, trailers, and RV style configurations. Vehicles are built to better assist in command and control during law enforcement operations, natural disasters, and public safety issues. Vehicles are designed with additional communication abilities, computers, white boards, lightening, generators, and mission essential supplies.

**Fiscal Impact:** Approximately \$11,000.00 annually. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** Use shall be in accordance with California State law regarding the operation of motor vehicles.

**Training Required:** Only officers trained in the deployment and operations of the MIC are authorized to operate it.

Pursuant to California Government Code §7071(d)(7), members of the public may register complaints, concerns, or submit questions about the use of each specific type of Military Equipment in this policy by any of the following means:

1. Via email to: [militaryequipment@hppolice.org](mailto:militaryequipment@hppolice.org)
2. Via phone call to: (323) 584-6254
3. Via mail sent to: Huntington Park Police Department Attn: Military Equipment Use Coordinator: 6542 Miles Ave., Huntington Park, CA 90255

The Huntington Park Police Department is committed to responding to complaints, concerns and/or questions regarding its Military Equipment in a timely manner.



*California*  
LEGISLATIVE INFORMATION

# ATTACHMENT "D"

LEGISLATIVE INFORMATION

[Home](#)
[Bill Information](#)
[California Law](#)
[Publications](#)
[Other Resources](#)
[My Subscriptions](#)
[My Favorites](#)

## AB-481 Law enforcement and state agencies: military equipment: funding, acquisition, and use. (2021-2022)

SHARE THIS:



Date Published: 10/01/2021 09:00 PM

### Assembly Bill No. 481

#### CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[ Approved by Governor September 30, 2021. Filed with Secretary of State September 30, 2021. ]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to

public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

### **SECTION 1.** The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

**SEC. 2.** Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

#### **CHAPTER 12.8. Funding, Acquisition, and Use of Military Equipment**

**7070.** For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) "Military equipment use policy" means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) "Type" means each item that shares the same manufacturer model number.

**7071.** (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.



(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

**7072.** (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

**7073.** (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

**7074.** The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

**7075.** Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

**SEC. 3.** The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

**SEC. 4.** No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

## ITEM 10



# CITY OF HUNTINGTON PARK

Office of the City Clerk  
City Council Agenda Report

December 16, 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**

December 16, 2024

Page 2 of 2

Respectfully submitted,

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

**RICARDO REYES**

City Manager

A handwritten signature in blue ink, appearing to read 'Eduardo Sarmiento', with a stylized, flowing script.

**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.  
27  
28



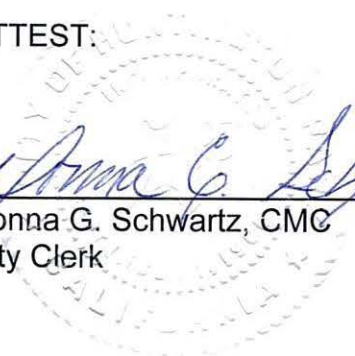
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PASSED, APPROVED AND ADOPTED THIS 18<sup>th</sup> 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 )

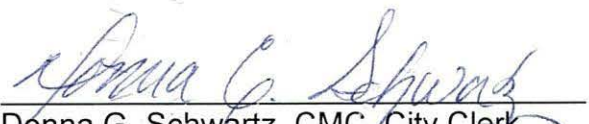
I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015-19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18<sup>th</sup> day of May, 2015, 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 20<sup>th</sup> day of May 2015.

  
Donna G. Schwartz, CMC, City Clerk

## **PUBLIC HEARING(S)**



# CITY OF HUNTINGTON PARK

Office of the City Manager  
City Council Agenda Report

December 16, 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 OF AN ORDINANCE AMENDING THE HUNTINGTON PARK MUNICIPAL CODE BY ADDING A NEW CHAPTER RELATING TO THE REGULATION OF LOBBYING ACTIVITIES**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Conduct a public hearing and take public testimony; and
2. Waive the first reading and introduce an ordinance amending the Huntington Park Municipal Code by adding a new chapter relating to the regulation of lobbying activities; and
3. Schedule the second reading and adoption of said ordinance for the next City Council meeting.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This ordinance regulates lobbying activities within the City of Huntington Park to promote transparency, accountability, and public confidence in government. It introduces rules requiring lobbyists and vendors to register, disclose their activities, and adhere to reporting requirements. Additionally, it prohibits activities that may compromise the integrity of government operations, such as contingency fees, conflicts of interest, and inappropriate gifts.

This proposed ordinance aligns with state laws, including the California Political Reform Act, and reflects the City Council's commitment to ensuring that lobbying activities are conducted transparently and ethically. The ordinance provides mechanisms to oversee lobbying activities and imposes penalties for non-compliance.

### **LEGAL REQUIREMENT**

Lobbying Ordinance

December 16, 2024

Page 2 of 2

This ordinance complies with the California Political Reform Act and other applicable state laws. The city attorney has reviewed and approved it in its current form.

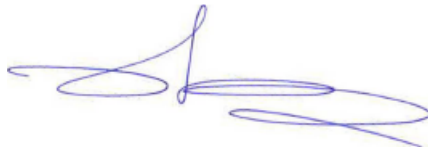
### **FISCAL IMPACT/FINANCING**

This ordinance imposes a registration fee of \$100 annually for lobbyists and vendors, with a reduced fee of \$50 for registrations after July 1 of any given year. Additional fees of \$25 per client will also be collected. The City Clerk's Office will manage these fees, which are intended to offset administrative costs related to compliance and enforcement. No additional budget appropriations are required at this time.

### **CONCLUSION**

Upon Council approval, staff will proceed with implementing the proposed ordinance, including publicizing the new regulations and coordinating with the City Clerk's Office to establish the registration and reporting systems.

Respectfully submitted,



RICARDO REYES  
City Manager

### **ATTACHMENT(S)**

- A. Lobbying Ordinance amending the Huntington Park Municipal Code by adding a new chapter relating to the regulation of lobbying activities

ORDINANCE NO. 2024-XX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK, CALIFORNIA, AMENDING THE  
HUNTINGTON PARK MUNICIPAL CODE BY ADDING A  
NEW CHAPTER 12 OF TITLE 2 RELATING TO THE  
REGULATION OF LOBBYING ACTIVITIES**

**WHEREAS**, the City of Huntington Park (the “City”) is a municipal corporation and General Law City, pursuant to which it has the right and power to make and enforce all laws and regulations in respect to municipal affairs and certain other matters in accordance with its “policing powers”; and

**WHEREAS**, the City Council desires to increase transparency, accountability, and public confidence in City government by establishing rules and regulations for lobbyists to register with the City and report their lobbying activities; and

**WHEREAS**, while Article 3 (Lobbying, Chapter 1 (City Council) of Title 2 (Administration) currently prohibits lobbying activities from former City councilmembers, it does not regulate the activities of lobbyist in general; and

**WHEREAS**, it is in the public interest to ensure that lobbyists do not misrepresent facts, their positions or attempt to deceive a City official through false communications; do not place a City official under personal obligation to themselves or their clients; and do not represent that they can control the actions of any City official; and

**WHEREAS**, to accomplish such purpose, it is necessary to amend the Huntington Park Municipal Code by adding a new Chapter 12 entitled “City Lobbying” relating to the regulation of lobbying activities in conformance with state law, including but not limited to, the California Political Reform Act (and as thereafter amended).

**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 12 (City Lobbying) to Title 2 (Administration) to the Huntington Park Municipal Code to read as follows:

**CHAPTER 12 CITY LOBBYING**

2-12.101    **Title.**

This Chapter shall be known and cited as the "City of Huntington Park Lobbying Ordinance."

**2-12.102 Purpose.**

The purpose of this ordinance is to promote transparency, accountability, and public confidence in government by regulating lobbying activities in the City of Huntington Park and ensuring that all stakeholders involved in influencing government decisions are subject to the same level of oversight. It is in the public interest to adopt this Chapter to ensure adequate and effective disclosure of information about efforts to lobby City government.

**2-12.103 Definitions.**

For the purposes of this Chapter, the following terms are defined as:

"City" means the City of Huntington Park, California.

"Client" means any person or entity that compensates or reimburses a lobbyist for the purpose of lobbying.

"Lobbyist" means any individual or entity who, for compensation or other economic consideration, engages in lobbying activities within the City of Huntington Park. Lobbyist also includes any person, including a business, corporation, association, political action committee, or any other organization if its owners, officers, or employees have engaged in lobbying activity on its behalf and whose aggregate time engaging in lobbying activity total ten (10) hours or more in a consecutive twelve-month period.

"Lobbying" means any communication, whether oral, written, or electronic, with a public official or employee of the City of Huntington Park, for the purpose of influencing legislative or administrative action, including but not limited to decisions, policies, contracts, permits, licenses, or other matters within the official jurisdiction of the City. "Lobbying" does not include a communication:

1. Merely requesting information or inquiring about the facts or status of any municipal question, matter, or procedure, and not attempting to influence a City Official;
2. Made by a Public Official or employee (including, but not limited to, an official or employee of the City of Huntington Park) acting in his or her official capacity;
3. Made in the form of a written comment filed in the course of a public proceeding or any other communication that is made on the record in a public proceeding;
4. Made in writing as a petition for official action and required to be a public record pursuant to established City procedures and applicable law;
5. Made in writing to provide information in response to an oral or written request by a City Official for specific information, the content of which is compelled by law;
6. Made by a technical consultant on behalf of an applicant to provide information, analysis, or explanation necessary to the proceedings or review of an application;

7. Made in response to a public notice soliciting communications from the public and directed to the official specifically designated in the notice to receive such communications;
8. Appearing or providing comments during any public meeting;
9. Made in response to the submission of bids or responding to requests for proposals while directly communicating with the official or department specifically designated to receive such information;
10. Made on behalf of an individual with regard to that individual's employment or benefits;
11. Made and related to the establishment, amendment, administration, implementation or interpretation of a collective bargaining agreement or a memorandum of understanding between the City and a recognized employee association;
12. Made by a fact witness or expert witness at an official proceeding; or
13. Made by a person solely on behalf of that individual or his/her relative.

"Person" or "person" means any individual, domestic or foreign corporation, for-profit or non-profit entity, firm, association, syndicate, union, chamber of commerce, joint-stock company, partnership of any kind, limited liability company, common-law trust, society, or any other group of persons acting in concert not expressly exempt from application of this Chapter.

"Public Official" means any elected or appointed official, officer, or employee of the City of Huntington Park, including members of City Council, boards and commissions.

"Vendor" means any person, company, or entity that contracts with or seeks to contract with the City of Huntington Park to provide goods or services, and who directly or indirectly hires or compensates a lobbyist to influence City officials or City policy on their behalf.

#### **2-12.104 Registration Requirements; Registration Fees.**

Registration: All Lobbyists must register with the City Clerk's Office within fifteen (15) days after qualifying as a "Lobbyist" under Section 2-12.103 and prior to engaging in any lobbying activities within the City. The registration process, including the form and manner of registration shall be determined by the City Clerk's Office.

(a) Vendor Registration: Vendors who hire or compensate Lobbyists to influence City policies, decisions, or contracts must also register with the City Clerk's Office within fifteen (15) days after hiring or compensating Lobbyist and comply with all applicable reporting requirements under this Chapter.

(b) Disclosure: At the time of registration, Lobbyists and Vendors must disclose the following information:

- i. The name, address, and contact information of the Lobbyist, including the names and contact information of all owners or sole proprietorships and partnerships of fewer than ten (10) persons. If registrant is a corporation, it shall also include the names of the president, secretary, chief financial officer, and agent for services of process, if any.



- ii. The name, address, and contact information of the Client(s) or Vendor(s) on whose behalf the Lobbyist is acting, the nature of each Client's business, the name of each person employed or retained by the Lobbyist to lobby on behalf of each Client.
- iii. The specific issues or matters on which the Lobbyist or Vendor intends to lobby.
- iv. Any financial interest the Lobbyist or Vendor has in the matter being lobbied.
- v. The name, address, title and telephone number of the person responsible for preparing the report, together with that individual's signature attesting to the authority of the signatory and the accuracy and truthfulness of the information submitted.

(c) Annual Renewal: Lobbyists and Vendors must renew their registration annually by January 31st of each year, and update their registration within ten (10) days of any material change in the information previously submitted. After initial registration, annual registration renewal will not be required if a declaration attesting to the termination of Lobbying services within the City has been filed with the City Clerk no later than January 31st.

(d) Registration Fees:

- i. Persons subject to the registration requirements of this Chapter shall pay an annual fee of one hundred dollars (\$100.00), or as hereafter set by the City Council by resolution. Persons registering for the first time on or after July 1st of a given year, shall pay a reduced registration fee of fifty dollars (\$50.00), or as hereafter set by the City Council by resolution.
- ii. The applicable registration fee is due at the time of registration or registration renewal. Payment will be deemed delinquent thereafter. A fine of twenty-five dollars (\$25.00) per day for delinquent fees may be assessed by the City. A maximum of five hundred dollars (\$500.00) may be assessed until compliance. Delinquent fee amounts may be amended by City Council resolution.
- iii. In addition to the annual fee, each registrant shall pay twenty-five dollars (\$25.00), or such amount hereafter set by the City Council by resolution, per client for whom Lobbying is undertaken for compensation in excess of five hundred dollars (\$500.00). The fees for Client as of the date of initial registration shall be submitted with the registration. The fees for subsequent Clients will be due and submitted at the time of the submission of the relevant quarterly report as required pursuant to Section 2-12.105 below.

**2-12.105 Reporting Requirements.**

(a) Quarterly Reports: Registered Lobbyists and Vendors must file quarterly reports with the City Clerk's Office not later than fifteen (15) calendar days after the end of the qualifying quarter whether or not any Lobbying activities have occurred during such period, detailing the same information as required to be disclosed in the initial registration and their Lobbying activities, including, but not limited to:

- i. The names of Public Officials contacted.
- ii. The dates and nature of the communications.
- iii. The issues discussed.
- iv. Any contributions or gifts made to Public Officials or their campaigns.
- v. If a Lobbyist has terminated all Lobbying activities during such quarter, the Lobbyist may file a declaration of termination with the quarterly report. The final quarterly report shall include disclosure of any Lobbying activities during the quarter of termination.
- vi. Quarterly reports are to be filed by April 30, July 30, October 30 and January 30, for the prior calendar quarter, and shall be considered delinquent thereafter. Electronic reporting is preferred, but such filing procedures may be amended from time to time by the City Clerk.
- vii. Copies of the records pertaining to the above-required reports shall be preserved by the Lobbyist for inspection and audit purposes for a period of four (4) years from the date of production.

(b) Gift Reporting: Lobbyists and vendors must report any gift, contribution, or donation made to a public official or their immediate family members exceeding \$50 in value.

(c) 24-Hour Reporting Requirement After Agenda Publication:

- i. Within 24 hours after the publication of a City Council agenda, all Lobbyists, Vendors, City staff, and Public Officials must report any communication, meeting, or activity related to any item on that agenda.
- ii. This report must include the date, time, subject matter, and the names of all parties involved in the communication or activity.
- iii. Failure to comply with this 24-hour reporting requirement shall result in a civil penalty of up to \$5,000 per violation.

(d) Lobbyist Identification: When appearing in a "Lobbying" capacity at a public meeting of the City Council or other City board or commission, a Lobbyist shall identify himself/herself and the Client(s) on whose behalf he/she is appearing, and a business or organization he/she represents.

## **2-12.106 Prohibited Activities.**

(a) Unauthorized Communications: Sending or causing any communication to be sent to any City Public Official in the name of any non-existing person or in the name of an existing person without the express or implied consent of such person.

(b) Indirect Violations: Attempting to evade the requirements of this Chapter through indirect efforts or through the use of agents, associates, intermediaries or employees.

(c) Creation of Obligations: Performing or sponsoring any act with the purpose and intent of placing any City Official under personal obligation to the Lobbyist.

- 1 (d) Contingency Fees: A person may not accept compensation for lobbying  
2 activity when the compensation is directly dependent on the result of  
3 legislative or administrative action(s) that are the subject of the lobbying  
4 activity.
- 5 (e) Conflicts of Interest: Lobbyists and Vendors are prohibited from engaging in  
6 Lobbying activities that create an actual or perceived conflict of interest with  
7 their duties or responsibilities.
- 8 (f) Gifts: No Lobbyist or Vendor shall offer, provide, or arrange any gift or benefit to  
9 a Public Official in excess of \$50 (or as hereafter set in conformance to the  
10 limits set forth by the California Political Reform Act), or in a manner that could  
11 reasonably be interpreted as an attempt to influence official action.

12 **2-12.107 The City Clerk.**

13 The City Clerk shall:

- 14 (a) Oversee compliance with this Chapter including creation of all forms (electronic  
15 or otherwise) and any explanatory materials.
- 16 (b) Provide quarterly reports to the City Council on Lobbying activities, any pending  
17 complaints, enforcement proceedings and provide an annual report including a  
18 description of educational programs and materials that have been produced  
19 regarding this Chapter, if any, and providing any recommendations of  
20 amendment of this Chapter.
- 21 (c) Accept all required filings under this Chapter and coordinate further actions in  
22 compliance with the requirements of this Chapter with other City departments,  
23 including but not limited to the finance department for the collection and  
24 processing of the registration fees set forth herein.
- 25 (d) Retain registrations and reports in accordance with the California Records Act,  
26 but no longer than five (5) years from the date of filing. The City Clerk shall  
27 make all Lobbyist registrations and disclosure reports available to the public for  
28 inspection and make copies available upon request, with payment of any lawful  
copy charges.
- (e) Upon receipt of a complaint filed with the Clerk's Office alleging that a violation  
of the rules applicable to Lobbyist may have been committed, forward  
information to the City Attorney's Office (or designated City Prosecutor) to  
determine whether to file a complaint and initiate an investigation.
- (f) The City Clerk shall have the power to adopt all reasonable and necessary  
procedures to implement this Chapter.

**2-12.108 Enforcement and Penalties.**

- (a) Violations: Any person who knowingly or willfully violates or is found to have  
violated the provisions of this Chapter is guilty of a misdemeanor and shall also

1 be subject to any of the following administrative penalties (or a combination  
2 thereof):

- 3 i. For failure to register or report under Section 2-12.104 and/or Section 2-  
4 12.105, an administrative fine of up to \$5,000 per violation.
- 5 ii. For failure to comply with the 24-hour reporting requirement after an  
6 agenda publication, an administrative fine of up to \$5,000 for each  
7 violation.

8 (b) Revocation of Registration: The City Clerk may revoke the registration of any  
9 Lobbyist or Vendor who knowingly violates the provisions of this Chapter.

10 (c) One-year Ban: Any person convicted of violating this Chapter may not act as a  
11 Lobbyist or Vendor within the City or otherwise attempt to influence City  
12 legislation for compensation for one (1) year after such conviction.

13 (d) Legal Action: The City Attorney (or designated City Prosecutor) may take legal  
14 action to enforce the provisions of this Chapter, including injunctive relief in the  
15 courts to enjoin violations of or to compel compliance with the provisions of this  
16 Chapter. Use of criminal enforcement and/or administrative citations shall not  
17 prevent or preclude the City from seeking injunctive relief and civil penalties in  
18 court for violation of this Chapter.

19 (e) Standing: Residents of the City shall have standing to bring a civil action for  
20 enforcement of this Chapter.

21 (f) Cost of Litigation: The court may award costs of litigation including reasonable  
22 attorney's fees to the prevailing party in any action to compel compliance with  
23 the provisions of this Chapter.

24 (g) Statute of Limitations: Limitation for Violation of any provision of this Chapter  
25 shall be commenced within four (4) years after the date on which the violation  
26 occurred.

27 **SECTION 3.** If any action, subsection, line, sentence, clause, phrase, or word  
28 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 individual section, subsection, line, sentence, clause, phrase, or  
word without regard to any such decision.

**SECTION 4.** This Ordinance shall become effective thirty (30) days after  
approval by the City Council.

**SECTION 5.** The City Clerk shall certify to the adoption of this Ordinance and  
shall cause the same to be published or posted as prescribed by law.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PASSED, APPROVED and ADOPTED this xx<sup>th</sup> day of Month, 2024.**

\_\_\_\_\_  
Karina Macias, Mayor

**ATTEST:**

\_\_\_\_\_  
Eduardo Sarmiento, CMC  
City Clerk