

# CALL AND NOTICE OF SPECIAL MEETING

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## CITY OF HUNTINGTON PARK

**NOTICE IS HEREBY GIVEN** That a Special Meeting of the City Council of the City of Huntington Park will be held on Tuesday, January 21, 2025, at 6:00 p.m. at City Hall Council Chambers, 6550 Miles Avenue, Huntington Park, CA 90255

**Tuesday, January 21, 2025**

**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) 584-6161. 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 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 Sanabria  
Council Member Esmeralda Castillo

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATION(S)**

1. PROGRAM IMPLEMENTATION FOR RENT STABILIZATION SERVICES
2. RECOGNITION OF HOLIDAY DECORATION WINNERS
3. CERTIFICATE OF APPRECIATION FOR TREE LIGHTING TOY DRIVE SPONSORS
4. PROCLAMATION FOR INTERNATIONAL HOLOCAUST REMEMBRANCE DAY

## **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)  
O. Gonzalez v. Cosme Lozano, et al.  
United States District Court Case No. 2-24-cv-00073-JGB (MAAx)
2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Government Code Section 54956.9 (d)(2)  
Initiation of litigation in one matter.

## **CLOSED SESSION ANNOUNCEMENT**

## **CONSENT CALENDAR**

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

### **CITY CLERK**

#### **1. CITY COUNCIL MEETING MINUTES**

RECOMMENDED THAT CITY COUNCIL:

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

1. Regular City Council Meeting held December 16, 2024
2. Regular City Council Meeting held January 6, 2025

### **CITY MANAGER**

#### **2. CONSIDERATION AND APPROVAL OF A RESOLUTION APPOINTING AN ALTERNATE MEMBER TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY'S GOVERNING BOARD (ICRMA)**

RECOMMENDED THAT CITY COUNCIL:

1. Approve the appointment of a second alternate member; and
2. Adopt Resolution, amending Resolution No. 2022-14, appointing an alternate Member to the Independent Cities Risk Management Authority's Governing Board (ICRMA).

### **FINANCE**

#### **3. CHECK REGISTERS**

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated January 21, 2025

### **COMMUNITY DEVELOPMENT**

#### **4. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR COMMUNITY DEVELOPMENT SERVICES**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish a Request for Proposal (RFP) from qualified community development firms to provide professional management and administrative services related to the implementation of the City's Permanent Local Housing

**END OF CONSENT CALENDAR**

**SPECIAL AGENDA**

**CITY MANAGER**

- 1. CONSIDERATION AND APPROVAL OF A RESOLUTION IN SUPPORT OF CALIFORNIA SENATE BILL 48 (SB 48) PROTECTING STUDENTS AND FAMILIES BY ESTABLISHING SAFE ZONES AROUND SCHOOLS**

RECOMMENDED THAT CITY COUNCIL:

1. Adopt a resolution of the City Council of the City of Huntington Park in support of California Senate Bill 48 (SB 48), protecting students and families by establishing safe zones around schools; and
2. Director staff to communicate the City's support for SB 48 to state legislators, the Governor of California, and other relevant stakeholders.

**COMMUNITY DEVELOPMENT**

- 2. CONSIDERATION AND APPROVAL AUTHORIZING FUNDING ALLOCATION OF THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PLAN**

RECOMMENDED THAT CITY COUNCIL:

1. Approve funding allocation revisions to the PLHA Plan.
2. Authorize the City Manager and City Staff to execute all required documents for transmittal to the State of California Department of Housing and Community Development (HCD).

- 3. CONSIDERATION OF THE APPROVAL OF A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR THE CALHOME GRANT**

RECOMMENDED THAT CITY COUNCIL:

1. Approve Resolution No. 2025-02 authorizing the submission of an application to HCD for funding under the CalHome Program; and
2. Approve the Professional Services Agreement with Global Urban Strategies, Inc. for CalHome Grant administration; and
3. Authorize the City Manager to sign all documents related to this program.

## **FINANCE DEPARTMENT**

### **4. CONSIDERATION AND APPROVAL OF THE FINANCE DEPARTMENT'S UPDATED PURCHASING MANUAL**

RECOMMENDED THAT CITY COUNCIL:

1. Approve of the Finance Department's updated Purchasing Manual, for City Staff use.

## **CITY CLERK**

### **5. COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS**

RECOMMENDED THAT CITY COUNCIL:

1. Make appointments to Commissions consistent with provisions set forth in Resolution No. 2025-01.

## **END OF SPECIAL AGENDA**

## **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, February 3, 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 24 hours prior to the meeting. Dated this 16<sup>th</sup> day of January 2025.



Eduardo Sarmiento, City Clerk

# CONSENT CALENDER

## ITEM 1

## **MINUTES**

Meeting of the  
City of Huntington Park City  
Council Monday, January 06, 2025

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:01 p.m. on Monday, January 6, 2025, 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, Eduardo “Eddie” Martinez, Vice Mayor Arturo Flores, and Mayor Karina Macias

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

**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)**

None

### **PUBLIC COMMENTS**

- 1) Ophelia Sophia Ryan
- 2) Luis Luna
- 3) Nick Alexander

### **STAFF RESPONSE**

Concerned were addressed accordingly to individuals

### **CLOSED SESSION**

- 1) None

### **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. CONSIDERATION AND ADOPTION OF RESOLUTION AMENDING CITY COUNCIL RESOLUTION 2019-19 TO INCLUDE THE ARTS AND THEATRE COMMISSION**

IT IS RECOMMENDED THAT CITY COUNCIL:

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

1. Adopt Resolution 2025-01 amending Resolution No. 2015-19 to include the newly formed Arts and Theatre Commission.

### **2. 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. Waive the full reading and adopt by title only an ordinance amending the Huntington Park Municipal Code by adding a new chapter relating to the regulation of lobbying activities.

## **FINANCE**

### **3. CHECK REGISTERS**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated January 6, 2025

**MOTION:** Vice Mayor Flores 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, Vice Mayor Flores, and Mayor Macias

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

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

**END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

### **CITY CLERK**

#### **1. COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS**

**MOTION:** Councilmember Martinez appointed Rosario Clayatus Serna to the Arts and Theatre Commission. Vice Mayor Flores appointed Leobardo Travizo Jr to the Arts and Theatre Commission.

### **DEPARTMENTAL REPORTS**

None

### **WRITTEN COMMUNICATIONS**

Complaints in regards to pets being allowed in parks.

### **COUNCIL COMMUNICATIONS**

Castillo: Thanked directors and staff for all their work. 1<sup>st</sup> year being on the City Council. Great experience she enjoys. Wished everyone a Merry Christmas and a Happy New Years.

Sanabria: Staff are great! This was a great successful year. Looks forward to 2025. Continues to be entrusted with roles. Happy Holidays and Happy New Years to everyone.

Martinez: Happy New Years

Flores: Took a moment to thank directors, be able to transition this team dynamic. The council took some bold ideas that have never been considered. Directors took staff, to make decisions to make changes possible.

Macias: Thanked directors and staff for the work they've put the entire year. Staff and Directors thank you

### **ADJOURNMENT**

Mayor Macias adjourned the meeting at 6:31pm. The next City of Huntington Park City Council special meeting will be held on Tuesday, January 21<sup>st</sup>, 2025 at 6:00 pm.

Respectfully submitted,

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

## **MINUTES**

Meeting of the  
City of Huntington Park City Council  
Monday, December 16, 2024

The Successor Agency meeting was called to order at 6:04pm and adjourned at 6:05pm. The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:05 p.m. on Monday, December 16, 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, Eduardo “Eddie” Martinez, Vice Mayor Arturo Flores, 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; Arnold Alvarez- Glassman City Attorney.

### **INVOCATION**

Mayor Macias led the Invocation.

### **PLEDGE OF ALLEGIANCE**

Councilmember Martinez led the 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 COMMENTS**

- 1) Dr. David Sanchez
- 2) Maria De Los Angeles

### **STAFF RESPONSE**

Concerned were addressed accordingly to individuals

### **CLOSED SESSION**

RECESS TO CLOSED SESSION at 6:58pm

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
B.A., an individual vs. Bill Valdivia, et al.

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

MEETING RECONVENED at 8:03pm

**CLOSED SESSION ANNOUNCEMENT**

City Attorney Arnold Glassman 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. The Item #1 titled CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION; councilmembers were briefed, no action was taken; nothing to report. Item #2 titled CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION councilmembers were briefed and city council provided direction. Item #3 titled CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION; councilmembers were briefed, city council provided direction, no conflicts of interests arose and nothing to report further.

**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

**MOTION:** Councilmember Martinez motioned to approve the item. The motion

was seconded by Vice Mayor Flores. The motion was carried out by majority consent.

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

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

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

### **END OF CONSENT CALENDAR**

### **REGULAR AGENDA**

#### **COMMUNITY DEVELOPMENT**

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

**MOTION:** Councilmember Martinez motioned to Authorize funding in the amount of \$750,000 from the General Fund Account for the implementation costs associated with the Rent Stabilization Program; and authorize the Finance Director to Establish an Enterprise Fund and to Create All Necessary Accounts; and waive Formal Bid Proceedings as Outlined in Municipal Code Section 2-5.12 (i); and authorize a Professional Services Contract with 3Di in an Amount Not to Exceed \$105,600; and authorize a Professional Services Contract with Cohn Reznick in an Amount Not to Exceed \$463,700; and authorize the City Manager to Negotiate and Execute the Final Terms of the Contracts. The motion was seconded by Councilmember Castillo. The motion carried by majority consent.

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

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

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

#### **POLICE DEPARTMENT**

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

**MOTION:** Councilmember Martinez motioned to approve resolution 2024-32 in support of the Safe Routes to School program. The motion was seconded by Vice Mayor Flores. The motion carried by majority consent.

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

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

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

## **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**

**MOTION:** Vice Mayor Flores motioned to 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. The motion was seconded by Councilmember Martinez. The motion carried 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

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

**MOTION:** Councilmember Sanabria motioned to 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 adopt Resolution approving and adopting a New Memorandum of Understanding (MOU) with the Huntington Park Police Officers Association; and approve additional budget appropriation to offset the balance needed for Fiscal Year (FY) 2024-2025 payroll expenditures. The motion was seconded by Vice Mayor Flores. The motion carried 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**

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**

**MOTION:** Councilmember Sanabria motioned to approve the reclassification of CIP 2020-03 Cottage Reservoir at Well 15 expenses in the amount of \$1,943,144.66;

and approve the reclassification of the Water Master Plan expenses in the amount of \$56,516.44; and approve the change of funding source for the Water Master Plan from Funds 681 & 283 to the ARPA Fund, Fund No. 113; and authorize the Finance Department to conduct the reclassification of expenses from the water and sewer funds to the ARPA fund; and authorize the City Manager and the Finance Director to execute the change in funding source. 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

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

**MOTION:** Councilmember Sanabria motioned to approve the Interagency Agreement between the City and Public Works Department; and authorize the City Manager and the Public Works Director to sign the agreement. The motion was seconded by Vice Mayor Flores. The motion carried 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

**POLICE DEPARTMENT**

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

1. **MOTION:** Councilmember Sanabria motioned to approve the second option. The Second option directed staff to establish a multidisciplinary workgroup consisting of representative 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. 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

## **FINANCE**

**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**

**MOTION:** Vice Mayor Flores motioned to 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 authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, the grant agreement, and documentation. 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

## **PARKS AND RECREATION**

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

**MOTION:** Councilmember Martinez motioned to approve the Huntington Park Police Department's 2023 Military Equipment Annual Report; and renew Ordinance 2022-01, thereby approving the Police Department's Military Equipment funding, acquisition and use policy. 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

## **CITY CLERK**

**10. COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS**

No appointments were made by the City Council members.

## **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 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 schedule the second reading and adoption of said ordinance for the next City Council meeting. The motion 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

### **DEPARTMENTAL REPORTS**

Finance: Thanked everyone for a great year.

City Manager: Thanked Department Heads. Merry Christmas and Happy New Years to everyone.

City Attorney: Happy Holiday Season and Great New Years

Police Department: Happy Holidays. Thanked City Council and Colleagues for Partnership.

Human Resourced: Happy Holidays. Thanked colleagues and Happy New Years.

Public Works: Thanked Council and Staff. Thanked Staff for the Christmas Parade.

Community Development: Wish Happy Holidays to everyone.

City Clerk: Conducted 1<sup>st</sup> Reading of the Ordinances passed. Thanked colleagues and staff.

Communications: Good Year for Communications. City of Huntington Park was on the News 8 times positively. Gave parade statistics.

### **WRITTEN COMMUNICATIONS**

Communications : Positive comment on the improvements on Belgrade Avenue

## **COUNCIL COMMUNICATIONS**

Castillo: Thanked directors and staff for all their work. 1<sup>st</sup> year being on the City Council. Great experience she enjoys. Wished everyone a Merry Christmas and a Happy New Years.

Sanabria: Staff are great! This was a great successful year. Looks forward to 2025. Continues to be entrusted with roles. Happy Holidays and Happy New Years to everyone.

Martinez: Happy New Years

Flores: Took a moment to thank directors, be able to transition this team dynamic. The council took some bold ideas that have never been considered. Directors took staff, to make decisions to make changes possible.

Macias: Thanked directors and staff for the work they've put the entire year. Staff and Directors thank you

## **ADJOURNMENT**

Mayor Macias adjourned the meeting in memory of Michael Molina's son Andy Molina 9:25p.m. The next City of Huntington Park City Council meeting will be held on Monday, January 6<sup>th</sup>, 2025 at 6:00 pm.

Respectfully submitted,

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

Eduardo Sarmiento, City Clerk

## ITEM 2



# CITY OF HUNTINGTON PARK

Office of the City Manager  
City Council Agenda Report

January 21, 2025

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 APPOINTING AN ALTERNATE MEMBER TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY'S GOVERNING BOARD (ICRMA)**

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

1. Approve the appointment of a second alternate member; and
2. Adopt Resolution, amending Resolution No. 2022-14, appointing an alternate Member to the Independent Cities Risk Management Authority's Governing Board (ICRMA).

### **BACKGROUND**

On May, 17 2022 City Council adopted Resolution No. 2022-14, amending resolution No. 2018-01, Appointing Representatives to the Independent Cities Risk Management Authority's Governing Board (ICRMA). With the recent hire of the Risk Manager, it is prudent to appoint an additional alternate member to the Board and amend Resolution No. 2022-14

### **FISCAL IMPACT**

There is no direct fiscal impact.

### **CONCLUSION**

Upon Council approval, City Clerk will forward a certified copy of Resolution No. 2025-XX to ICRMA, to the attention of its General Manager.

Respectfully submitted,

**CONSIDERATION AND APPROVAL OF A RESOLUTION APPOINTING AN  
ALTERNATE MEMBER TO THE INDEPENDENT CITIES RISK MANAGEMENT  
AUTHORITY'S GOVERNING BOARD (ICRMA)**

January 21, 2025

Page 2 of 2



**RICARDO REYES**  
City Manager

**ATTACHMENT(S)**

- A. Resolution amending Resolution No. 2022-14, appointing an alternate member to the Independent Cities Risk Management Authority's Governing Board (ICRMA)

# ATTACHMENT "A"

## RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, FULFILLING ITS OBLIGATION AS A MEMBER OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA) ELECTING TO APPOINT ALTERNATES TO THE BOARD OF DIRECTORS IN ORDER TO ENSURE CONSISTENT ATTENDANCE.**

**WHEREAS,** The City of Huntington Park ("City") is a member of ICRMA, a joint powers authority created pursuant to the provisions of the California Government Code; and

**WHEREAS,** ICRMA provides a Liability Program, Workers' Compensation Program, Property Program, and other coverage programs for its members; and

**WHEREAS,** The Joint Powers Agreement provides that ICRMA's Board shall be comprised of one representative from each member; and

**WHEREAS,** The ICRMA Bylaws require that **ALL** members not only appoint a representative to the Board but that the representative attend meetings as a condition of City membership; and

**WHEREAS,** City council of each member may select and change any of its representatives, subject to ICRMA Board approval, by filing a resolution with ICRMA; and

**WHEREAS,** Appointees must be 1) elected officials, OR 2) City Managers, OR 3) hold positions with authority equivalent to a Department Director within the Member hierarchy; OR 4) IF APPROVED FOR APPOINTMENT BY THE ICRMA BOARD be dedicated (full time) to risk management for the Member; and

**WHEREAS,** City desires to designate its representative(s) to the ICRMA Board of Directors;

**WHEREAS,** City acknowledges and affirms that its representatives have full authority to bind City;

**WHEREAS,** City acknowledges and affirms that actions properly approved or taken by the Board shall be binding on City regardless of the vote of its designee or her/his presence when the action was taken;

**WHEREAS,** City acknowledges and affirms that each appointee is individually expected to meet all legal obligations of Board service, perform all duties set forth in ICRMA's Governing Documents, and serve with keen attention to ICRMA's purpose and high professional standards

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

**SECTION 1.** That the new Risk Manager Marisol Nieto is hereby appointed as a second alternate, to serve on the ICRMA Board in the absence of the first alternate Eduardo Sarmiento.

**SECTION 2.** That the individuals designated by this City Council as the City's Voting Director or alternate to serve on the ICRMA Board of Directors are hereby confirmed and designated as the City's delegates for all purposes of representing the City's interests and exercising the authority of the City with respect to all matters delegated to the Board of Directors and signing all amendments as are contemplated to be approved by Board of Directors.

**RESOLVED,** that a certified copy of this Resolution shall be provided to the Executive Director of ICRMA before it may be deemed effective.

**PASSED, APPROVED AND ADOPTED this** 21st day of January 2025.

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

**ATTEST:**

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

## ITEM 3

City of Huntington Park  
Demand Register  
January 20, 2025

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
AARON CRUZ	5427	111-6060-466.33-20	FOLKLORICO SESSION 2	160.00
	5453	111-6060-466.33-20	FOLKLORICO SESSION 2	160.00
	5455	111-6060-466.33-20	FOLKLORICO SESSION 2	224.00
AARON CRUZ Total				544.00
AIRESPRING INC.	192094028	787-8950-421.74-10	CLOUD INTERNET JAN 2025	1,110.22
AIRESPRING INC. Total				1,110.22
ALL CITY MANAGEMENT SERVICES, INC	97199	111-9010-413.56-41	SCHOOL CROSSING GUARD	12,395.61
	97686	111-9010-413.56-41	SCHOOL CROSSING GUARD	6,862.43
ALL CITY MANAGEMENT SERVICES, INC Total				19,258.04
ALVAREZ-GLASMAN & COLVIN	2025 01 07	111-9031-413.52-30	ATTORNEY FEES	4,800.00
ALVAREZ-GLASMAN & COLVIN Total				4,800.00
AMAZON.COM SERVICES, INC.	14X1-6MM4-NDGM	111-3010-415.61-20	OFFICE SUPPLIES	500.62
	1XG7-PH4W-3YDQ	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	196.74
AMAZON.COM SERVICES, INC. Total				697.36
AMERICAN EXPRESS	3180	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	47.15
	10016	111-7010-421.59-10	PD TRAINING	595.00
	48424	111-6010-451.61-20	YOUTH SPORT SUPPLIES	658.00
	208454	111-7010-421.59-10	PD TRAINING	325.00
	285014	111-3010-415.59-15	FINANCE TRAINING	1,050.00
	2885330	239-5280-490.51-92	CDBG HYBRID LEARNING EXCURSION	785.00
	8252024	742-7010-421.74-09	YOUTUBE TV BASE PLAN	82.98
	8808288	111-7010-421.59-10	PD TRAINING	125.00
	106379651	111-6010-451.61-20	OFFICE EQUIPMENT	628.15
	1746974869	742-7010-421.74-09	NETWORK SOLUTIONS	72.15
	2837840488	742-7010-421.74-09	ADOBE ACROBAT PRO	19.99
	2838232060	111-0310-413.74-10	CREATIVE CLOUD SUBSCRIPTION	659.88
	2838249903	111-0310-413.74-10	ADOBE EXPRESS CREDIT	(4.83)
	2841288748	742-7010-421.74-09	ADOBE ACROBAT PRO	19.99
	90162956804	111-0210-413.56-41	ENTERPRISE REIMBURSEMENT	772.23
	02-11896-49095	111-7010-421.43-20	LAPTOP MOUNT	247.50
	04233-34667386	111-0310-413.56-41	CANVA MONTHLY SUBSCRIPTION	24.95
	200676418505074	111-7010-421.61-20	ADMIN SUPPLIES	55.45
	2024396230651	111-7010-421.59-10	PD TRAINING	350.00
	2024396230663	111-7010-421.59-10	PD TRAINING	350.00
	379073515-001	111-6010-451.61-20	OFFICE SUPPLIES	34.75

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
AMERICAN EXPRESS	6301FFFB6908	111-7010-421.59-10	PD TRAINING	277.07
	720AA4789381	111-7010-421.59-10	PD TRAINING	277.07
	900108465542585	111-6010-451.56-41	HALLOWEEN SUPPLIES	330.42
	AAA2376391	252-7010-421.61-20	IPAD FOR PD	609.27
	DJKGEJ	111-0110-411.58-27	CATALINA EXPRESS	9.00
	E54YM88WC2	111-6020-451.56-41	FACEBOOK MARKETING	10.00
	INV50658829	111-6010-451.56-41	DOCUSIGN	300.00
	JJUYX74WC2	111-6020-451.56-41	FACEBOOK MARKETING	10.00
	KV7-EEQ	111-6010-466.55-56	EVENT SUPPLIES	269.70
	MB02884896	252-7010-421.61-20	IPAD KEYBOARD FOR PD	307.60
	MB03064276	252-7010-421.61-20	IPAD PRO & PENCIL FOR PD	1,567.35
	MC02140207	111-0310-413.74-10	MAILCHIMP MONTHLY BILL	135.00
	MLF08M5VF4	111-9010-419.53-10	ICLOUD 50 GB OF STORAGE	0.99
	MNHL8LWC2	111-6020-451.56-41	FACEBOOK MARKETING	10.00
	R-005544	111-6010-451.56-41	HALLOWEEN SUPPLIES	161.63
	STG-9748	111-7010-421.59-10	PD TRAINING	299.00
AMERICAN EXPRESS Total				11,472.44
AMSTERDAM PRINTING	7700983	111-0110-411-56.19	COUNCIL SUPPLIES	117.33
		111-0110-411-56.25	COUNCIL SUPPLIES	117.33
		111-0110-411-56.26	COUNCIL SUPPLIES	117.32
		111-0110-411-56.27	COUNCIL SUPPLIES	117.32
		111-0110-411-56.28	COUNCIL SUPPLIES	2.34
AMSTERDAM PRINTING Total				471.64
ANTHONY PIMENTEL	1118-1122	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	175.54
ANTHONY PIMENTEL Total				175.54
APPERSON PRINT RESOURCES, LLC	INV-435	111-3010-415.61-20	ADMINISTRATIVE CITATIONS	4,220.37
	INV-484	111-5055-419.56-41	CITATION BOOKS CODE	3,938.41
APPERSON PRINT RESOURCES, LLC Total				8,158.78
ARROYO BACKGROUND INVESTIGATIONS	3571	111-7010-421.56-41	BACKGROUND INVESTIGATION	1,500.00
ARROYO BACKGROUND INVESTIGATIONS Total				1,500.00
AT&T	22773106	111-9010-419.53-10	SERVICE 11/20/24-12/19/24	377.86
	254844269DEC	111-9010-419.53-10	SERVICE 11/28-12/27/2024	112.35
AT&T Total				490.21
AZTECA SIGNS	7439	111-0240-466.55-42	BANNERS FOR PARADE	657.00

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
AZTECA SIGNS	7458	221-8012-429.61-20	DECAL SIGNS FOR STREETS	142.35
<b>AZTECA SIGNS Total</b>				<b>799.35</b>
BDG LAW GROUP	35506	745-9031-413.32-70	LEGAL SERVICES NOV 24	2,779.00
	35583	745-9031-413.32-70	LEGAL SERVICES DEC 2024	23.00
	35584	745-9031-413.32-70	LEGAL SERVICES DEC 2024	576.83
<b>BDG LAW GROUP Total</b>				<b>3,378.83</b>
BOB BARKER COMPANY INC.	INV2093860	111-7010-421.61-20	PD SUPPLIES	351.49
<b>BOB BARKER COMPANY INC. Total</b>				<b>351.49</b>
BRINK'S INCORPORATED	7142907	111-9010-419.33-10	BILLING PERIOD DEC 2024	340.92
<b>BRINK'S INCORPORATED Total</b>				<b>340.92</b>
BRIZUELA'S IRON WORK	215	111-8010-431.74-10	HIGH CHAIN LINK FENCE	4,982.25
<b>BRIZUELA'S IRON WORK Total</b>				<b>4,982.25</b>
BSN SPORTS, LLC	927275801	111-6030-451.61-35	SPORTS SUPPLIES	211.64
<b>BSN SPORTS, LLC Total</b>				<b>211.64</b>
BURRO CANYON ENTERPRISES, INC.	3400	111-7010-421.56-41	RANGE FEES	120.00
<b>BURRO CANYON ENTERPRISES, INC. Total</b>				<b>120.00</b>
CALIF PUBLIC EMPLOYEES RETIREMENT	100000017772978	111-0000-217.50-10	HEALTH PREMIUM JAN 2025	230,044.66
		111-9010-413.28-00	HEALTH PREMIUM JAN 2025	186,286.83
		111-9010-413.56-41	HEALTH PREMIUM JAN 2025	488.30
		111-9013-413.56-41	HEALTH PREMIUM JAN 2025	552.11
<b>CALIF PUBLIC EMPLOYEES RETIREMENT Total</b>				<b>417,371.90</b>
CALIFORNIA PUBLIC EMPLOYEES'	100000017760101	216-2030-413.23-06	2025 REPLACEMENT CHARGE	25,621.68
<b>CALIFORNIA PUBLIC EMPLOYEES' Total</b>				<b>25,621.68</b>
CALIFORNIA STREET LIGHTING	1237	535-8016-431.61-45	INSTALL POLL & ARM	3,450.00
	1255	221-8014-429.74-10	INSTALL POLL & ARM	4,250.00
<b>CALIFORNIA STREET LIGHTING Total</b>				<b>7,700.00</b>
CANDIDA YOC	16921-21948	681-0000-228.70-00	UTILITY REFUND	100.00
<b>CANDIDA YOC Total</b>				<b>100.00</b>
CANNON CORPORATION	90532	681-8030-461.76-11	NOVEMBER 2024 SERVICES	35,464.28

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
<b>CANNON CORPORATION Total</b>				<b>35,464.28</b>
<b>CAPITAL ONE PUBLIC FUNDING</b>	<b>14530635</b>	535-9025-431.80-70	BILLING 8/01-2/1/2025	555,527.10
<b>CAPITAL ONE PUBLIC FUNDING Total</b>				<b>555,527.10</b>
<b>CARPENTER ROTHANS &amp; DUMONT LLP</b>	<b>48038</b>	111-9031-413.52-30	SETTLEMENT PAYMENT	15,163.33
<b>CARPENTER ROTHANS &amp; DUMONT LLP Total</b>				<b>15,163.33</b>
<b>CECILIA ZAVALA</b>	<b>2000046.002</b>	111-0000-228.20-00	DEPOSIT REFUND	2,500.00
<b>CECILIA ZAVALA Total</b>				<b>2,500.00</b>
<b>CENTRAL FORD</b>	<b>50825</b>	111-7010-421.43-20	PD UNIT 966 REPAIRS	123.11
	<b>52849</b>	111-7010-421.43-20	PARTS FOR ALL 2022 FORD EXPLORERS	1,261.08
	<b>53093</b>	219-8085-431.43-21	SHUTTLE 001-004 REPAIRS	494.40
	<b>53139</b>	111-7010-421.43-20	PD UNIT 913 REPAIRS	550.03
<b>CENTRAL FORD Total</b>				<b>2,428.62</b>
<b>CHAMPION CJD</b>	<b>720126</b>	111-7010-421.43-20	REPAIRS ON PD UNIT 956	829.58
<b>CHAMPION CJD Total</b>				<b>829.58</b>
<b>CHANDLER HUYNH</b>	<b>1/7/2025</b>	275-9750-465.61-20	LA COUNTY REGISTER COPIES	9.75
<b>CHANDLER HUYNH Total</b>				<b>9.75</b>
<b>CHARTER COMMUNICATIONS</b>	<b>138445701122124</b>	111-9010-419.53-10	INTERNET/CLOUD BACK UP	215.67
<b>CHARTER COMMUNICATIONS Total</b>				<b>215.67</b>
<b>CINDI CAYAX</b>	<b>2549</b>	239-5210-463.57-65	CDBG SENIOR SERVICES	455.00
	<b>2550</b>	239-5210-463.57-65	CDBG SENIOR SERVICES	385.00
<b>CINDI CAYAX Total</b>				<b>840.00</b>
<b>CINTAS CORPORATION NO 3</b>	<b>4215473375</b>	741-8060-431.56-41	UNIFORM DRY CLEANING	489.64
	<b>4216215764</b>	741-8060-431.56-41	UNIFORM DRY CLEANING	489.64
<b>CINTAS CORPORATION NO 3 Total</b>				<b>979.28</b>
<b>COMMLINE INC</b>	<b>0469493-IN</b>	111-7010-421.73-11	EQUIPMENT INSTALLATION	14,986.35
<b>COMMLINE INC Total</b>				<b>14,986.35</b>
<b>COMMUNITY VETERINARY HOSPITAL INC</b>	<b>680363732</b>	111-7010-421.61-20	K-9 BOARDING SERVICES	255.00
<b>COMMUNITY VETERINARY HOSPITAL INC Total</b>				<b>255.00</b>

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
CONCENTRA HEALTH SERVICES, INC.	17909655	111-2030-413.56-41	ANNUAL & BUNDLE FEE	189.00
CONCENTRA HEALTH SERVICES, INC. Total				189.00
CONCENTRA MEDICAL CENTERS	85431397	111-2030-413.56-41	PHYS-LVL 2 BUNDLE	672.00
CONCENTRA MEDICAL CENTERS Total				672.00
CRAFTWATER ENGINEERING INC	22-058-10	787-8918-499.73-14	NOVEMBER 2024 SERVICES	2,812.23
CRAFTWATER ENGINEERING INC Total				2,812.23
CROWN CASTLE FIBER LLC	1735642	787-8915-499.56-41	CITY WIFI PROJECT JAN 2025	16,200.00
CROWN CASTLE FIBER LLC Total				16,200.00
DAILY JOURNAL CORPORATION	3876643 3876968	111-1010-411.54-00	PUBLIC HEARINGS	716.00
DAILY JOURNAL CORPORATION Total				716.00
DATA TICKET INC.	173562	111-9010-415.56-15	PARKING CITATION PROCESS	10,805.41
DATA TICKET INC. Total				10,805.41
DATAPROSE, INC.	DP2405659	681-3022-415.53-20	BILLING PERIOD NOV 2024	2,914.65
DATAPROSE, INC. Total				2,914.65
DE LAGE LANDEN	588952315	111-9010-419.44-10	RENTAL LEASE	2,055.88
DE LAGE LANDEN Total				2,055.88
DELL INC.	10789286581	225-7120-421.74-10	MOBILE PRECISION WORKSTATION	3,939.97
DELL INC. Total				3,939.97
DELTA DENTAL	BE006384941	111-0000-217.50-20	DENTAL DPO JANUARY 2025	7,673.43
DELTA DENTAL Total				7,673.43
DELTA DENTAL INSURANCE COMPANY	BE006382547	111-0000-217.50-20	DENTAL PMI JANUARY 2025	2,017.74
DELTA DENTAL INSURANCE COMPANY Total				2,017.74
DEPARTMENT OF ANIMAL CARE & CONTROL	12/25/2024	111-7010-421.56-41	ANIMAL CARE/CONTROL NOV 2024	29,507.76
DEPARTMENT OF ANIMAL CARE & CONTROL Total				29,507.76
DHALI	13537	742-7010-421.74-09	PD WEBSITE MANAGEMENT	600.00
DHALI Total				600.00
E.J. WARD, INC.	EJ-INV-98	741-8060-431.43-20	CITY VEHICLES FUEL TAGS	1,546.80

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
<b>E.J. WARD, INC. Total</b>				<b>1,546.80</b>
ERNEST	12182024	681-0000-228.70-00	REFUND	23.37
<b>ERNEST Total</b>				<b>23.37</b>
ESTHER AGUILAR	18043-8730	681-0000-228.70-00	DEPOSIT REFUND	140.87
<b>ESTHER AGUILAR Total</b>				<b>140.87</b>
EWING IRRIGATION PRODUCTS, INC.	24539336	535-8090-452.74-10	CASA BONITA REPAIRS	390.13
<b>EWING IRRIGATION PRODUCTS, INC. Total</b>				<b>390.13</b>
EXPRESS TRANSPORTATION	HPE01012025	111-0000-362.20-15	FIXED TRANSPORTATION DECEMBER 2024	(2,500.00)
		219-0000-340.30-00	FIXED TRANSPORTATION DECEMBER 2024	(2,165.00)
		219-8085-431.56-43	FIXED TRANSPORTATION DECEMBER 2024	77,610.00
		220-8085-431.56-43	FIXED TRANSPORTATION DECEMBER 2024	39,030.00
<b>EXPRESS TRANSPORTATION Total</b>				<b>111,975.00</b>
FAST DEER BUS CHARTER	12218	219-8085-431.57-70	AFTERSCHOOL TRIP TRANSPORTATION	1,610.00
<b>FAST DEER BUS CHARTER Total</b>				<b>1,610.00</b>
FEDEX	8-730-96753	742-9010-419.74-09	EXPRESS SHIPPING SERVICE	96.77
<b>FEDEX Total</b>				<b>96.77</b>
FERGUSON ENTERPRISES INC	5024605	111-8023-451.43-10	PARK BUILDING REPAIRS	130.78
	5034465	111-8022-419.43-10	CITY HALL MATERIALS	117.34
<b>FERGUSON ENTERPRISES INC Total</b>				<b>248.12</b>
FERNANDO CALDERON	HP050024252	111-0000-351.10-10	CITATION REFUND	145.00
<b>FERNANDO CALDERON Total</b>				<b>145.00</b>
FM THOMAS AIR CONDITIONING INC	47581	111-8022-419.56-41	AC UNIT REPAIRS	695.00
	47582	111-7024-421.56-41	AC UNIT REPAIRS	1,315.00
<b>FM THOMAS AIR CONDITIONING INC Total</b>				<b>2,010.00</b>
GEORGE CHEVROLET	182087CVW	741-8060-431.43-20	PW UNIT 194 REPAIRS	581.72
	182088CVW	741-8060-431.43-20	PW UNIT 194 SUPPLIES	540.59
<b>GEORGE CHEVROLET Total</b>				<b>1,122.31</b>
GEOSYNTEC CONSULTANTS, INC.	599376	111-5011-419.56-41	SERVICE FOR NOV 2024	751.90
<b>GEOSYNTEC CONSULTANTS, INC. Total</b>				<b>751.90</b>

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
GLOBAL URBAN STRATEGIES, INC.	770	111-5010-419.56-41	SUPPORT SERVICES OCT 2024	120.00
GLOBAL URBAN STRATEGIES, INC. Total				120.00
GRAINGER	9340606137	111-8023-451.43-10	PARK BUILDING MATERIALS	414.43
	9348626988	741-8060-431.43-20	FLEET SUPPLIES	50.12
	9359627958	111-7010-421.43-20	MULTIPLE PD REPAIRS	35.28
	9360042601	741-8060-431.43-20	MATERIALS FOR REPAIRS	235.61
GRAINGER Total				735.44
GUTIERREZ BACKGROUND INVESTIGATIONS	2025-01	111-7010-421.56-41	PARTIAL BACKGROUND CHECK	500.00
GUTIERREZ BACKGROUND INVESTIGATIONS Total				500.00
H.P. TEST ONLY	24490	741-8060-431.43-20	PW UNIT 180 SMOG CHECK	45.00
	24777	741-8060-431.43-20	PW UNIT 270 SMOG CHECK	45.00
	24823	741-8060-431.43-20	PW UNIT 354 SMOG CHECK	45.00
	24827	741-8060-431.43-20	PW UNIT 273 SMOG CHECK	45.00
	24832	741-8060-431.43-20	PW UNIT 137 SMOG CHECK	45.00
	24846	741-8060-431.43-20	PW UNIT 197 SMOG CHECK	45.00
H.P. TEST ONLY Total				270.00
HAJOCA CORPORATION	S173481749.001	111-8023-451.61-20	PARK BUILDING SINK	1,847.92
HAJOCA CORPORATION Total				1,847.92
HASA, INC.	1011115	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 15	335.85
	1011117	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	450.80
HASA, INC. Total				786.65
HASSAN SALEH	1209-1213	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	449.64
HASSAN SALEH Total				449.64
HEALTH AND HUMAN RESOURCE CENTER	E0336567	111-0000-217.50-60	EMPLOYEE ASSITANCE PROGRAM	267.30
HEALTH AND HUMAN RESOURCE CENTER Total				267.30
HECTOR G. MORENO	5459	111-6060-466.33-20	TAEKWONDO	560.00
	5460	111-6060-466.33-20	TAEKWONDO	1,008.00
	5461	111-6060-466.33-20	TAEKWONDO	896.00
	5466	111-6060-466.33-20	TAEKWONDO	560.00
	5467	111-6060-466.33-20	TAEKWONDO	896.00
	5468	111-6060-466.33-20	TAEKWONDO	728.00

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
HECTOR G. MORENO Total				<b>4,648.00</b>
HERNANDEZ SIGNS, INC.	6170	111-0110-411.66-05	SIGNS FOR MAYOR HOLIDAY	1,166.47
HERNANDEZ SIGNS, INC. Total				<b>1,166.47</b>
HINDERLITER DE LLAMAS & ASSOCIATES	SIN044941	111-9010-419.56-41	OCTOBER-DECEMBER 2024	300.00
HINDERLITER DE LLAMAS & ASSOCIATES Total				<b>300.00</b>
IBE DIGITAL	474576	111-9010-419.44-10	BLACK TONER	18.07
	474577	111-9010-419.44-10	BLACK TONER	18.07
	474578	111-9010-419.44-10	BLACK TONER	18.07
	38142270	111-9010-419.44-10	KONICA BIZHUB AGREEMENT	5,153.73
IBE DIGITAL Total				<b>5,207.94</b>
IBE DIGITAL	37918142	111-9010-419.44-10	LEASE AGREEMENT	3,745.77
IBE DIGITAL Total				<b>3,745.77</b>
INFRAMARK LLC	138843	283-8040-432.56-41	SERVICES DEC 2024	14,967.49
		681-8030-461.56-41	SERVICES DEC 2024	113,276.56
INFRAMARK LLC Total				<b>128,244.05</b>
INFRASTRUCTURE ARCHITECTS INC	563	787-8929-499.73-10	PROJECT 3000.08 DEC 2024	44,056.00
INFRASTRUCTURE ARCHITECTS INC Total				<b>44,056.00</b>
INFRASTRUCTURE ENGINEERS	463068	111-5010-419.56-41	CONSULTING SERVICES NOVEMBER 2024	16,563.71
	467398	111-5010-419.56-41	CONSULTING SERVICES NOVEMBER 2024	48,377.75
INFRASTRUCTURE ENGINEERS Total				<b>64,941.46</b>
JCL TRAFFIC	127299	221-8012-429.61-20	ALL WAY SIGNS	568.89
JCL TRAFFIC Total				<b>568.89</b>
JESSICA BRUNICK	1118-1122	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	175.54
JESSICA BRUNICK Total				<b>175.54</b>
JOEL GORDILLO	JG202412	111-1010-411.56-41	MEDIA TECHNICIAN SERVICES	1,650.00
JOEL GORDILLO Total				<b>1,650.00</b>
JOSHUA EBRAHIMI	112024	111-0000-399.90-90	REFUNDABLE DEPOSIT	500.00
JOSHUA EBRAHIMI Total				<b>500.00</b>

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
KIMBALL MIDWEST	102882929	741-8060-431.43-20	FLEET SUPPLIES	517.34
	102890902	741-8060-431.43-20	FLEET SUPPLIES	32.52
	102890925	741-8060-431.43-20	FLEET SUPPLIES	25.58
	102903131	741-8060-431.43-20	FLEET SUPPLIES	522.81
KIMBALL MIDWEST Total				1,098.25
LA COUNTY SHERIFF'S DEPT	251447BL	111-7010-421.56-41	INMATE MEALS NOV 2024	690.30
LA COUNTY SHERIFF'S DEPT Total				690.30
LB JOHNSON HARDWARE CO.	135442	111-8023-451.43-10	MATERIALS FOR PW	64.06
	135453	221-8014-429.74-10	TRAFFIC LIGHT REPAIRS	60.21
	135525	221-8012-429.61-20	MATERIALS FOR PW	220.77
	135528	111-8023-451.43-10	MATERIALS FOR PW	42.17
	135546	111-8024-421.43-10	MATERIALS FOR PW	75.74
	135652	111-8020-431.43-10	MATERIALS FOR PW	48.15
	135660	111-8023-451.43-10	MATERIALS FOR PW	24.25
LB JOHNSON HARDWARE CO. Total				535.35
LIEBERT CASSIDY WHITMORE	282222	111-0220-411.32-70	LEGAL SERVICE THRU NOV 24	1,352.00
	282223	111-0220-411.32-70	LEGAL SERVICE THRU NOV 24	132.00
	282224	111-0220-411.32-70	LEGAL SERVICE THRU NOV 24	132.00
	282225	111-0220-411.32-70	LEGAL SERVICE THRU NOV 24	3,563.50
LIEBERT CASSIDY WHITMORE Total				5,179.50
LONG BEACH BMW	1002	225-7120-421.74-10	TRAFFIC DIVISION	33,832.69
	267751	111-7010-421.43-20	REPAIRS ON PD UNIT 782	1,556.15
LONG BEACH BMW Total				35,388.84
MACKEY INDUSTRIAL REPAIR	6967	535-8090-452.74-10	SALT LAKE PARK PMC REPAIR	2,500.00
MACKEY INDUSTRIAL REPAIR Total				2,500.00
MAYWOOD MUTUAL WATER COMPANY, NO. 1	312600351	681-8030-461.41-00	SERVICES 10/22/2024-12/16/2024	1,020.37
	312600352	681-8030-461.41-00	SERVICES 10/22/2024-12/16/2024	372.34
	312600353	681-8030-461.41-00	SERVICES 10/22/2024-12/16/2024	181.87
MAYWOOD MUTUAL WATER COMPANY, NO. 1 Total				1,574.58
MNS ENGINEERS, INC.	88114	239-5280-490.51-05	SERVICES 08/19/24-09/25/24	1,770.00
MNS ENGINEERS, INC. Total				1,770.00
MUNICIPAL WASTE SOLUTIONS INC	135	285-8050-432.56-41	BILLING PERIOD NOVEMBER 2024	8,275.00

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
MUNICIPAL WASTE SOLUTIONS INC	2050	285-8050-432.56-41	BILLING PERIOD NOVEMBER 2024	1,085.00
<b>MUNICIPAL WASTE SOLUTIONS INC Total</b>				<b>9,360.00</b>
NAPA AUTO PARTS	639734	741-8060-431.43-20	PW UNIT 340 REPAIR	182.31
	653353	741-8060-431.43-20	SHOP SUPPLIES	73.13
	653354	741-8060-431.43-20	SHOP SUPPLIES	54.98
<b>NAPA AUTO PARTS Total</b>				<b>310.42</b>
NATIONWIDE ENVIRONMENTAL SERVICES	34446	221-8010-431.56-41	DECEMBER 2024 SERVICES	64,945.61
	34447	220-8070-431.56-41	DECEMBER 2024 SERVICES	22,077.53
<b>NATIONWIDE ENVIRONMENTAL SERVICES Total</b>				<b>87,023.14</b>
NEXSTAR MEDIA, INC	4610703-1	111-6010-466.55-35	PARADE AIRING	12,500.00
<b>NEXSTAR MEDIA, INC Total</b>				<b>12,500.00</b>
NORM REEVES FORD SUPERSTORE	329476	219-8085-431.43-21	TROLLEY #5 REPAIR	1,654.17
<b>NORM REEVES FORD SUPERSTORE Total</b>				<b>1,654.17</b>
OC RAW, INC.	5841	111-7010-421.61-20	K9 DOG FOOD	4,827.20
<b>OC RAW, INC. Total</b>				<b>4,827.20</b>
OEM AUTO PAINT SUPPLIES	163676	741-8060-431.43-20	AEROSOL COLORS	394.20
<b>OEM AUTO PAINT SUPPLIES Total</b>				<b>394.20</b>
OK PRINTING DESIGN & DIGITAL PRINT	3755	111-6010-451.61-20	OFFICE SUPPLIES	90.00
<b>OK PRINTING DESIGN &amp; DIGITAL PRINT Total</b>				<b>90.00</b>
O'REILLY AUTO PARTS	2959-187831	741-8060-431.43-20	FLEET SUPPLIES	70.77
	2959-188859	741-8060-431.43-20	PW UNIT 349 SUPPLIES	628.39
	2959-189468	741-8060-431.43-20	FLEET SUPPLIES	19.71
	2959-190613	741-8060-431.43-20	SHOP SUPPLIES	713.21
	2959-190992	111-7010-421.43-20	PD UNIT 913 REPAIR PARTS	230.06
	2959-191056	741-8060-431.43-20	PW UNIT 194 SUPPLIES	584.59
	2959-191179	741-8060-431.43-20	PW UNIT 349 SUPPLIES	208.04
	2959-191269	741-8060-431.43-20	FLEET SUPPLIES	6.93
	2959-191976	741-8060-431.43-20	PW UNIT 274 SUPPLIES	24.24
	2959-191998	111-7010-421.43-20	PD UNIT 913 REPAIR PARTS	192.94
	2959-193647	111-7010-421.43-20	AIR TANK FOR FLATS	55.11
<b>O'REILLY AUTO PARTS Total</b>				<b>2,733.99</b>

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
PAUL MUNOZ	12062024	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	20.90
	1203-1205	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	103.31
	1209-1213	111-7010-421.59-10	EMPLOYEE REIMBURSEMENT	449.64
PAUL MUNOZ Total				573.85
POLAR BEAR LIGHTING INC	2039	111-6010-451.74-10	HOLIDAY DECORATIONS	1,990.00
POLAR BEAR LIGHTING INC Total				1,990.00
PSYCHOLOGICAL CONSULTING ASSOC, INC	900233	111-7010-421.56-41	PRE-EMPLOYMENT EVALUATION	462.00
PSYCHOLOGICAL CONSULTING ASSOC, INC Total				462.00
REXEL COMMERCIAL & INDUSTRIAL	S140894321.002	221-8014-429.61-20	TRAFFIC SIGNAL REPAIRS	827.16
REXEL COMMERCIAL & INDUSTRIAL Total				827.16
RINCON CONSULTANTS, INC.	62017	113-9050-462.56-41	SB1000 ASSISTANCE NOVEMBER 2024	6,283.75
RINCON CONSULTANTS, INC. Total				6,283.75
RIO HONDO COLLEGE	F24-228-ZHPK	111-7010-421.59-10	PD TRAINING	225.00
	F24-251-ZHPK	111-7010-421.59-10	PD TRAINING	228.00
RIO HONDO COLLEGE Total				453.00
ROBERT HALF INC	64463076	111-3010-415.56-41	LABOR INVOICE	3,735.00
	64485767	111-3010-415.56-41	LABOR INVOICE	1,800.00
ROBERT HALF INC Total				5,535.00
RON TURLEY ASSOCIATES, INC	68241	741-8060-431.43-20	ANNUAL SOFTWARE UPDATE	7,260.00
RON TURLEY ASSOCIATES, INC Total				7,260.00
SANCHEZ AWARDS	2596	111-0240-466.55-42	PLAQUES	815.85
SANCHEZ AWARDS Total				815.85
SANTIAGO ALEJANDRE	7105NEWELLST	285-0000-228.75-00	C & D REFUND	450.00
SANTIAGO ALEJANDRE Total				450.00
SCOTT JENNINGS	24689-22388	681-0000-228.70-00	UTILITY REFUND	83.27
	24689-884	681-0000-228.70-00	UTILITY REFUND	33.33
SCOTT JENNINGS Total				116.60
SINATRA UNIFORM, INC	SU13704	111-7010-421.61-20	PD UNIFORMS	191.61
SINATRA UNIFORM, INC Total				191.61

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
SMART & FINAL	3192200015201	111-7010-421.61-20	HOLIDAY PARADE 2024	131.16
SMART & FINAL Total				<b>131.16</b>
SNAP-ON INCORPORATED	ARV/63375725	741-8060-431.74-10	FLEET EQUIPMENT	21,349.61
SNAP-ON INCORPORATED Total				<b>21,349.61</b>
SO. CAL TIRE RECYCLE INC	2781	741-8060-431.43-20	RECYCLE WASTE TIRES	1,861.00
SO. CAL TIRE RECYCLE INC Total				<b>1,861.00</b>
SPARKLETTS	15142085 122624	111-9010-419.61-20	DRINKING WATER	964.91
SPARKLETTS Total				<b>964.91</b>
SPARTANS CARWASH	241	111-7010-421.43-20	PD VEHICLES CAR WASH	440.00
	243	111-7010-421.43-20	PD VEHICLES CAR WASH	550.00
	244	111-7010-421.43-20	PD VEHICLES CAR WASH	374.00
	245	111-7010-421.43-20	PD VEHICLES CAR WASH	330.00
	246	111-7010-421.43-20	PD VEHICLES CAR WASH	330.00
	247	111-7010-421.43-20	PD VEHICLES CAR WASH	286.00
	248	111-7010-421.43-20	PD VEHICLES CAR WASH	330.00
SPARTANS CARWASH Total				<b>2,640.00</b>
STANDARD INSURANCE COMPANY	00 378917 0002	111-0000-217.50-70	JANUARY 2025 PREMIUM	1,371.43
	378917 0001	111-0000-217.50-70	JANUARY 2025 PREMIUM	8,104.03
STANDARD INSURANCE COMPANY Total				<b>9,475.46</b>
STAPLES ADVANTAGE	7003549444	111-0310-413.61-20	OFFICE SUPPLIES	66.94
		111-3010-415.61-20	OFFICE SUPPLIES	133.09
		111-5010-419.61-20	OFFICE SUPPLIES	259.28
		111-6010-451.61-20	OFFICE SUPPLIES	221.87
		111-9010-419.61-20	OFFICE SUPPLIES	84.00
STAPLES ADVANTAGE Total				<b>765.18</b>
STERICYCLE INC	8009307543	111-7010-421.56-41	JANUARY 2025 SERVICES	49.54
STERICYCLE INC Total				<b>49.54</b>
SUNBELT RENTALS INC	163155905-0001	111-9010-419.44-10	HYDRAULIC LIGHT TOWERS	4,637.70
SUNBELT RENTALS INC Total				<b>4,637.70</b>
TA PRODUCTION LLC	2	111-7010-421.56-41	PD RECRUITMENT VIDEO	2,250.00

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
TA PRODUCTION LLC Total				<b>2,250.00</b>
TENNANT SALES AND SERVICE COMPANY	881943	741-8060-431.43-20	STREET SCRUBBERS	262.00
	920305698	741-8060-431.43-20	STREET SCRUBBERS	271.17
TENNANT SALES AND SERVICE COMPANY Total				<b>533.17</b>
TOWN HALL STREAMS	16213	111-1010-411.56-41	MONTHLY TOWN STREAMS	300.00
TOWN HALL STREAMS Total				<b>300.00</b>
TYLER TECHNOLOGIES, INC.	045-496375	787-8951-419.43-15	ORIGINAL CONTRACT (178753)	5,920.00
TYLER TECHNOLOGIES, INC. Total				<b>5,920.00</b>
U.S. BANK EQUIPMENT FINANCE	545897381	111-9010-419.44-10	IBE DIGITAL DECEMBER 2024	2,294.83
U.S. BANK EQUIPMENT FINANCE Total				<b>2,294.83</b>
ULINE	186743119	111-0310-413.56-42	COMMUNICATIONS SUPPLIES	140.02
ULINE Total				<b>140.02</b>
UNDERGROUND SERVICE ALERT OF SO CAL	1220240147	221-8014-429.56-41	DECEMBER 2024 SERVICES	139.50
	24-251996	221-8014-429.56-41	DECEMBER 2024 SERVICES	106.39
UNDERGROUND SERVICE ALERT OF SO CAL Total				<b>245.89</b>
UPWARD SOLUTIONS	24-0909	111-5010-419.56-41	SERVICE 7/20/2024 - 9/20/2024	10,000.00
	24-1017	111-5010-419.56-41	SERVICE 9/21/2024 - 10/20/24	5,000.00
UPWARD SOLUTIONS Total				<b>15,000.00</b>
VIGILANT SOLUTIONS, LLC	58124 RI	111-7040-421.56-41	FIXED LPR SUBSCRIPTION	14,721.80
VIGILANT SOLUTIONS, LLC Total				<b>14,721.80</b>
VISION SERVICE PLAN-CA	821903891	111-0000-217.50-30	VSP JANUARY 2025	3,627.58
VISION SERVICE PLAN-CA Total				<b>3,627.58</b>
VULCAN MATERIALS COMPANY	505998	221-8010-431.61-21	FINANCE CHARGES	29.69
VULCAN MATERIALS COMPANY Total				<b>29.69</b>
WALTERS WHOLESALE ELECTRIC COMPANY	S126046941.001	535-8016-431.61-45	STREET LIGHT SUPPLIES	(63.59)
	S126270246.002	535-8016-431.61-45	STREET LIGHT SUPPLIES	79.95
	S126270246.003	535-8016-431.61-45	STREET LIGHT SUPPLIES	(79.95)
	S126911563.001	535-8016-431.61-45	STREET LIGHT SUPPLIES	735.15
WALTERS WHOLESALE ELECTRIC COMPANY Total				<b>671.56</b>

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	Sum of TRANSACTION AMOUNT
WE ARCHITECTS	INV-2194	787-8937-499.73-10	DECEMBER 2024 SERVICES	11,480.00
<b>WE ARCHITECTS Total</b>				<b>11,480.00</b>
WEST & ASSOCIATES ENGINEERING, INC	1024.12.18	111-8031-433.76-17	NPDES SYSTEM NOV-DEC 24	3,400.00
<b>WEST &amp; ASSOCIATES ENGINEERING, INC Total</b>				<b>3,400.00</b>
WEST GOVERNMENT SERVICES	851298597	742-7010-421.74-09	DECEMBER 2024 SERVICES	1,892.77
<b>WEST GOVERNMENT SERVICES Total</b>				<b>1,892.77</b>
WHITFORRD MARIN	1/7/2025	275-9750-465.61-20	MILEAGE REIMBURSEMENT	15.07
<b>WHITFORRD MARIN Total</b>				<b>15.07</b>
WILLDAN FINANCIAL SERVICES	010-60703	535-3010-415.56-41	SPECIAL TAX DISTRICT NO 1	2,901.26
	010-60704	111-9010-419.56-41	REFUSE COLLECTION	125.00
<b>WILLDAN FINANCIAL SERVICES Total</b>				<b>3,026.26</b>
XEROX FINANCIAL SERVICES	6643513	111-8020-431.61-20	LEASE 12/17/24-1/16/25	59.99
		285-8050-432.43-05	LEASE 12/17/24-1/16/25	59.98
		681-8030-461.43-05	LEASE 12/17/24-1/16/25	59.99
<b>XEROX FINANCIAL SERVICES Total</b>				<b>179.96</b>
YASMIN CRUZ	5449	111-6060-466.33-20	BALLET SESSION 3	200.00
	5450	111-6060-466.33-20	BALLET SESSION 3	200.00
	5451	111-6060-466.33-20	BALLET SESSION 3	240.00
<b>YASMIN CRUZ Total</b>				<b>640.00</b>
<b>Grand Total</b>				<b>1,900,032.58</b>

## ITEM 4



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

January 21, 2025

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

Honorable Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR COMMUNITY DEVELOPMENT SERVICES**

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

1. Authorize staff to publish a Request for Proposal (RFP) from qualified community development firms to provide professional management and administrative services related to the implementation of the City's Permanent Local Housing Assistance (PLHA) Program through the California Department of Housing and Community Development (HCD).

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

The PLHA Grant aims to fund local governments in California for housing-related projects that assist in addressing the unmet housing needs of their community. The program has to meet compliance and regulation with HCD. The services of the community development firm are to ensure the City is in full compliance with the funding requirements.

At the regularly scheduled City Council Meeting of March 19, 2024, the resolution authorizing the application, submission, and adoption of the Permanent Local Housing Allocation Plan was approved. On September 30, 2024, City Manager signed the PLHA Standard Agreement in the amount of \$ 2,686,624 from HCD. The PLHA approved projects are:

- Acquisition of Rental/Ownership Housing
- Supportive/ Case Management
- Administrative Costs

These programs have been implemented under City Council purview and the services of the consultant will ensure all these programs are within the grant source compliance requirements. Additionally, the consulting agency will provide administrative support for the implementation of the programs, including but not limited to technical expertise on program specific knowledge like housing acquisition.

## CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR COMMUNITY DEVELOPMENT SERVICES

January 21, 2025

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The scope of work includes assistance with the Request for Funds submission, reporting, compliance, and commitment documentation review. Administrative services support from an outside consultant is necessary to accomplish the compliance of the projects. A formal RFP will be published to solicit proposals from qualified firms to provide design services for the project. The following is a tentative schedule:

RFP ISSUED	January 23, 2025
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	January 30, 2025
RELEASE OF INFORMATION REQUESTED: 5:00 PM	February 4, 2025
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	February 6, 2025
TENTATIVE CITY COUNCIL AWARD DATE	February 18, 2025
APPROXIMATE NOTICE TO PROCEED DATE	February 20, 2025

### **FISCAL IMPACT/FINANCING**

Approval of this action does not have a fiscal impact on the general fund.

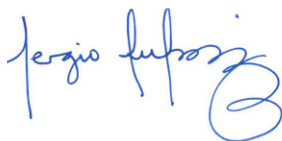
### **CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



SERGIO INFANZON  
Acting Community Development Director

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR COMMUNITY  
DEVELOPMENT SERVICES**

January 21, 2025

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**ATTACHMENT(S)**

A. RFP for Community Development Services

# ATTACHMENT “A”



## **CITY OF HUNTINGTON PARK REQUEST FOR PROPOSALS FOR Professional Services for Grant Administrative Services**

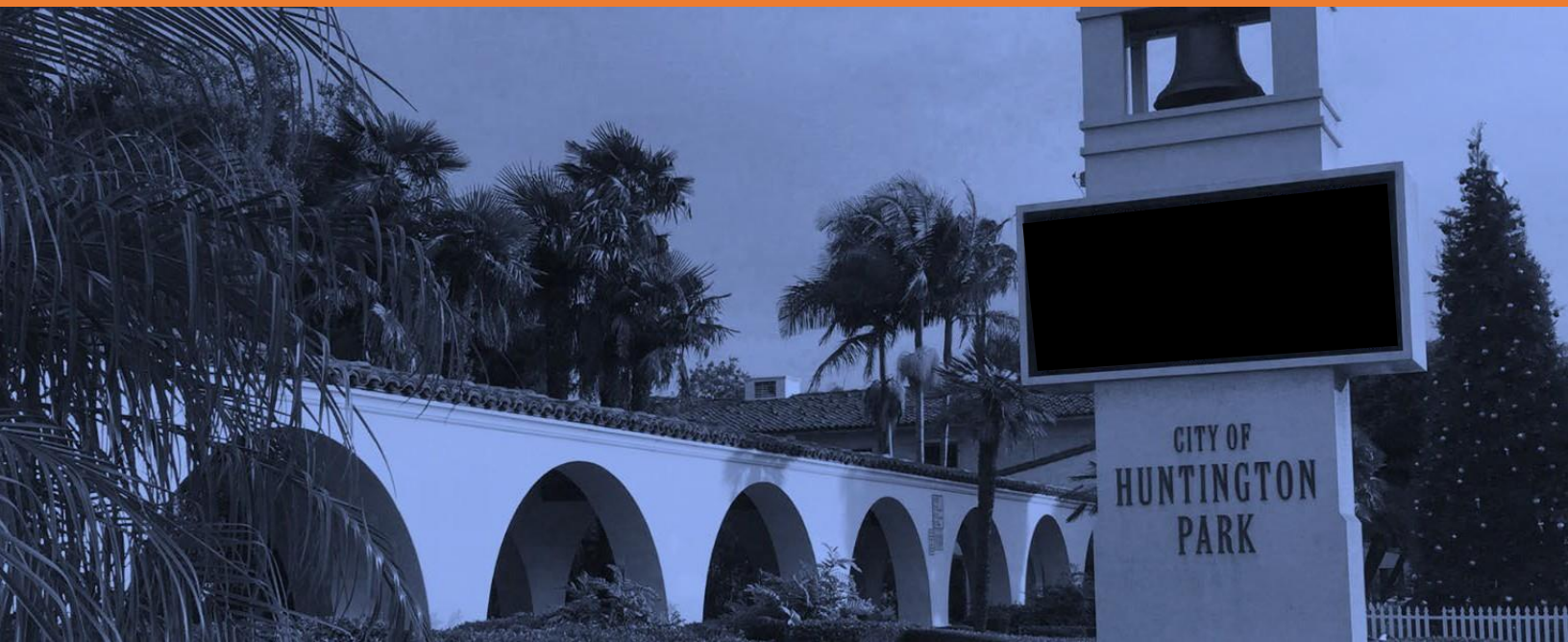
**PROPOSAL DUE DATE: February 6, 2025, AT 5:00 P.M.**

6550 Miles Ave  
Huntington Park, CA 90255

Contact: Sergio Infanzon

323.584.6318

[sinfanzon@hpca.gov](mailto:sinfanzon@hpca.gov)



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### 1. INTRODUCTION

The City of Huntington Park has been awarded the Permanent Local Housing Allocation (PLHA). It was established under the Building Homes and Jobs Act (SB 2, 2017) to address California's housing shortage and affordability crisis. Funded through a \$75 recording fee on real estate documents, PLHA provides formula and competitive grants to support affordable housing initiatives. The City must apply for formula allocations within 48 months, or the funds will revert for state-administered housing programs. The funding is the California Department of Housing and Community Development (HCD).

### 2. OVERVIEW

The City of Huntington Park (City) seeks the services of a community development firm administrative support services for the PLHA. At the present time, the City wishes to work with a qualified community development firm to assist in preparing the necessary documents relevant to the grant and housing consulting, compliance, regulation, and risk assessment. The successful consulting firm shall also have the resources to provide cost-effective and timely services, which include technical expertise in the subject matter. This Request for Proposal is a non-binding solicitation and may be canceled by the City at any time.

The City of Huntington Park has allocated **\$134,313.20** for program administrative costs. The exact dollar amounts to be awarded are based on the funding allocation year and amount. The table below shows the 5% administrative cap per funding year:

Funding Allocation Year	2020	2021	2022	Total
Funding Amount	\$ 1,012,910.00	\$ 1,114,676.00	\$ 558,678.00	\$ 2,686,264.00
Administrative Costs	5%	5%	5%	
	\$ 50,645.50	\$ 55,733.80	\$ 27,933.90	\$ 134,313.20

### 3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide professional administrative services for the PLHA for three (3) years, including Fiscal Year 2024-2025 up to Fiscal Year 2026-2027. The selected firm will be required to have qualified individuals who have demonstrated experience within the community development, government grants, and housing development industry. The firm and Individuals who work for the firm should have relevant experience with government grants, preferably HCD, and program administration.

### Professional Services for Community Development Services

#### A. Tasks –

- RFP requirement:
  - Cost Proposal (including hourly rate) for Services.
  - Schedule of Compensation. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments.
  - Consultant shall incorporate all federal, state, and local laws, rules, and regulations.

#### **PROPOSAL OBJECTIVES INCLUDING BUT NOT LIMITED TO:**

- Preparation and submission of the Request for Funds and mandatory reports.
- PLHA program administration
- Preparation and submission of reporting
- Commitment documentation review
- Project and Program development
- State Reporting
  - Monitoring
  - Findings
  - Audits
  - Concerns

**4. SELECTION PROCESS**

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

- Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.
  - Cost – The proposed compensation structure (inclusive of hourly rates of compensation, pass through costs, and sub-consultant costs) for the performance of Tasks, inclusive of its proposed not-to-exceed sum. The proposed compensation structure for all Additional As-Needed Tasks and Services. The proposers planned strategy for containing costs incurred by City while still meeting the objectives and standards set forth under the RFP.

**5. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL**

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

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

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

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

**Qualifications and Experience of Consultant's Personnel:** Maximum 3-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualifications and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

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

**Proposed Personnel:** Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of

the work on this project/contract. Resumes for corporate leadership should not be included unless the said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

**Quality Assurance/Quality Control:** Maximum 1-page brief description of the consultant's approach to implement and adhere to HCD regulations. Describe the major elements and steps of the program compliance and procedures that will be followed for each deliverable (i.e. Acquisition of Rental/Ownership Housing, Supportive/Case Management and grant administration.).

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

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

**6. FEE**

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside “**Professional Services for Community Development Services**”. The envelope shall contain the name and address of the consultant clearly marked on the outside.

**7. QUESTIONS REGARDING THIS RFP**

All questions regarding this RFP must be submitted via email: Sergio

Infanzon, Interim Director of Community Development

E-mail: [sinfanzon@hpcg.gov](mailto:sinfanzon@hpcg.gov)

Questions regarding this proposal shall be submitted via email by **5:00 PM, January 30, 2025**. In response to all questions received by this date, City will post an Addendum or Responses to the Questions on the City’s website on or before **5:00 PM, February 4, 2025**. Responses to the Questions will be emailed to every individual that has downloaded the RFP directly from the City’s website.

**8. PROPOSAL SUBMITTAL PROTOCOL**

In order to be considered in the selection process, interested parties shall submit electronic copies of their Proposals no later than **2:00 PM, February 6, 2025**, to:

City of Huntington Park – Community Development

Attn: Sergio Infanzon,

Interim Director of Community Development

[sinfanzon@hpcg.gov](mailto:sinfanzon@hpcg.gov)

City of Huntington Park – City Clerk’s Office

Attn: Eduardo Sarmiento

City Clerk

[esarmiento@hpcg.gov](mailto:esarmiento@hpcg.gov)

**9. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION**

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

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

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

**IMPORTANT DATES**

RFP ISSUED	January 23, 2025
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	January 30, 2025
RELEASE OF INFORMATION REQUESTED: 5:00 PM	February 4, 2025
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	February 6, 2025
TENTATIVE CITY COUNCIL AWARD DATE	February 18, 2025
APPROXIMATE CONTRACTUAL START DATE	February 20, 2025

# **REGULAR AGENDA**

## ITEM 1



## CITY OF HUNTINGTON PARK

Office of the City Manager  
City Council Agenda Report

January 21, 2025

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 IN SUPPORT OF CALIFORNIA SENATE BILL 48 (SB 48) PROTECTING STUDENTS AND FAMILIES BY ESTABLISHING SAFE ZONES AROUND SCHOOLS**

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

1. Adopt a resolution of the City Council of the City of Huntington Park in support of California Senate Bill 48 (SB 48), protecting students and families by establishing safe zones around schools; and
2. Director staff to communicate the City's support for SB 48 to state legislators, the Governor of California, and other relevant stakeholders.

#### **BACKGROUND**

At the January 6, 2025, regular council meeting, during the public comment portion, several members of the public expressed strong support for SB 48. Following these calls for support, the City Council directed staff to prepare a resolution in support of the bill.

SB 48, introduced by Senate Majority Leader Lena Gonzalez, establishes a one-mile safe zone around school campuses where immigration enforcement activities are prohibited without a judicial warrant. The bill aims to create safe, equitable, and inclusive environments for students and families, ensuring access to education without fear, disruption, or intimidation.

Huntington Park has a vibrant immigrant community, and adopting this resolution aligns with the City's values of inclusivity and support for vulnerable populations. It also reflects the City Council's commitment to the well-being and safety of all residents.

**CONSIDERATION AND APPROVAL OF A RESOLUTION IN SUPPORT OF  
CALIFORNIA SENATE BILL 48 (SB 48) PROTECTING STUDENTS AND FAMILIES  
BY ESTABLISHING SAFE ZONES AROUND SCHOOLS**

January 21, 2025

Page 2 of 2

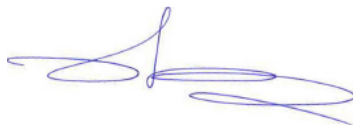
**FISCAL IMPACT**

There is no direct fiscal impact associated with the adoption of this resolution.

**CONCLUSION**

Adopting this resolution demonstrates the City Council's support for SB 48 and its commitment to fostering a safe and inclusive environment for students and families in Huntington Park. Upon approval, staff will distribute the resolution to relevant stakeholders, including Senator Lena Gonzalez, Governor Gavin Newsom, and the California State Legislature.

Respectfully submitted,



RICARDO REYES  
City Manager

**ATTACHMENT(S)**

- A. Resolution supporting California Senate Bill 48 (SB 48) Protecting Students and Families by Establishing Safe Zones Around Schools

**ATTACHMENT “A”**

**RESOLUTION NO. 2025-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, STATE OF CALIFORNIA, IN SUPPORT OF CALIFORNIA SENATE BILL 58 (GONZALEZ), PROTECTING STUDENTS AND FAMILIES BY ESTABLISHING SAFE ZONES AROUND SCHOOLS**

**WHEREAS**, the City of Huntington Park is committed to fostering an inclusive, equitable, and safe environment for all residents, especially children and families; and

**WHEREAS**, Senate Bill 48 (SB 48), introduced by Senate Majority Leader Lena Gonzalez, aims to establish a one-mile safe zone around school campuses in California where immigration enforcement activities are prohibited without a judicial warrant; and

**WHEREAS**, SB 48 will help ensure that all students, regardless of their or their family’s immigration status, have the opportunity to attend school without fear, disruption, or intimidation; and

**WHEREAS**, SB 48 prohibits school districts, charter schools, and other educational institutions from sharing sensitive information or granting campus access to federal immigration authorities, thereby maintaining the sanctity and security of schools as learning environments; and

**WHEREAS**, SB 48 supports the mission of California schools to provide equitable access to education for all students, which is critical to the economic, social, and cultural success of our state and local communities; and

**WHEREAS**, Huntington Park is home to a vibrant immigration community, and the City Council recognizes the importance of protecting students and families from the fear of deportation, which can negatively affect school attendance, performance, and community cohesion; and

**WHEREAS**, SB 48 aligns with the values and policies of Huntington Park, a city that prioritizes the well-being and safety of its residents, particularly vulnerable populations.

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2 **NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE**  
3 **CITY OF HUNTINGTON PARK:**

4 **SECTION 1: Support for SB 48.** The City of Huntington Park strongly supports  
5 Senate Bill 48 (Gonzalez) and its intent to create safe zones around schools to protect  
6 students and families from immigration enforcement activities.

7 **SECTION 2: Advocacy.** The City Council directs staff to communicate this  
8 Resolution of support to state legislators, the Governor of California, and other relevant  
9 stakeholders, advocating for the passage and implementation of SB 48.

10 **SECTION 3: Commitment to Safe Communities:** The City of Huntington Park  
11 reaffirms its commitment to ensuring that all residents, regardless of immigration status, feel  
12 safe and secure in accessing public services, including education.

13 **SECTION 4: Distribution.** The City Clerk is instructed to send copies of this  
14 Resolution to Senator Lena Gonzalez, Governor Gavin Newsome, and the California State  
15 Legislature.

16 **SECTION 5:** The City Clerk shall certify to the adoption of this resolution and a copy  
17 thereof shall be filed as required by applicable law.

18 **PASSED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of January 2025 by the  
19 following vote:

20  
21 AYES:

22 NOES:

23 ABSTAIN:

24 ABSENT:

25 HUNTINGTON PARK CITY COUNCIL  
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Karina Macias, Mayor

ATTEST:

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Eduardo Sarmiento, City Clerk

## ITEM 2



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

January 21, 2025

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 AUTHORIZING FUNDING ALLOCATION OF THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PLAN**

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

1. Approve funding allocation revisions to the PLHA Plan.
2. Authorize the City Manager and City Staff to execute all required documents for transmittal to the State of California Department of Housing and Community Development (HCD).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

On the regularly scheduled City Council meeting of February 20, 2024, the Consideration and Approval for Inner City Visions (ICV) Funding from PLHA Plan for Fiscal Years 2025-2028 was approved in the amount of \$421,390. The City was granted the PLHA grant in the amount of \$ 2,686,264.00 and the Standard Agreement was fully executed on October 7, 2024.

The purpose of the PLHA is to provide a permanent source of funding to all local governments in California to help cities and counties implement plans to increase the affordable housing stock. ICV was approved for Eligible Activities 6 to assist persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

# **CONSIDERATION AND APPROVAL AUTHORIZING FUNDING ALLOCATION OF THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PLAN**

January 21, 2025

Page 2 of 2

The revision's request is to ensure all funding granted to the City for this activity matches the grant funding allocated to the City by HCD.

Below is a breakdown of the revisions requested:

Funding Allocation Year	2020	2021	2022
Funding Amount Approved by City Council on February 20, 2024	\$133,670	\$140,350	\$147,370
Revision Amount Requested	\$151,936.50	\$167,201.40	\$139,669.50
Difference	\$ 18,266.50	\$ 26,851.40	-\$ 7,700.50

The revised staff report and PSA have an HCD deadline of January 30, 2025.

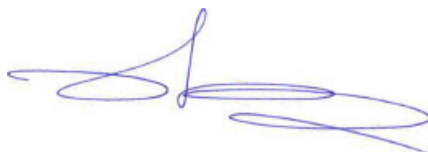
## **FISCAL IMPACT/FINANCING**

The City was granted the PLHA funding in the amount of \$2,686,264 and is requesting the approval authorizing the aforementioned revisions for Eligible Activity 6.

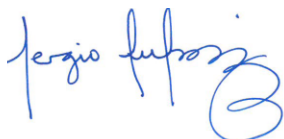
## **CONCLUSION**

Staff recommend the City Council approve the Permanent Local Housing Allocation (PLHA) revisions for Eligible Activity 6.

Respectfully submitted,



**RICARDO REYES**  
City Manager



**SERGIO INFANZON**  
Acting Community Development Director

## **ATTACHMENT(S):**

A. Draft Professional Services Agreement for Inner City Visions

# ATTACHMENT "A"



## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **21<sup>st</sup> day of January 2025** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Inner City Visions, Inc. (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 **January 21, 2025, to June 30, 2030**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
  - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
  - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$458,807.40** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

## II. PERFORMANCE OF AGREEMENT

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

prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

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

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

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY'S willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONTRACTOR dual liability.
  - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees,

that CITY'S ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY'S financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses

shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that

CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY'S ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service

voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
- iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy. CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY'S exercise of its remedies under this Agreement.

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

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

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

## VI. MISCELLANEOUS PROVISIONS

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

and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY**: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT**: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 **NOTICES**: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

Inner City Vision  
1440 E. Florence Ave  
Los Angeles, CA 90001  
Attn: Alfred Lomas  
Phone: (323) 848.0004

**CITY:**

City of Huntington Park  
Community Development Department  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Sergio Infanzon  
Phone: (323) 582-6161

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

- 6.5 **COOPERATION; FURTHER ACTS**: The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING**: CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR**: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.

- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

**INNER CITY VISIONS, INC.:**

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

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

\_\_\_\_\_  
By: Alfred Lomas  
Executive Director

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

**APPROVED AS TO FORM:**

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

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

**ATTEST:**

\_\_\_\_\_  
By: Eduardo Sarmiento  
City Clerk

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

**EXHIBIT “A”**

**SCOPE OF WORK**

**INNER CITY VISIONS, INC.**

DRAFT



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## SCOPE OF SERVICES

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### Program Summary

Inner City Vision (ICV) aims to provide case management, referrals, and supportive services to the 282 unsheltered homeless individuals in Huntington Park, as identified by the Los Angeles Homeless Services Authority’s 2020 Homeless Count. This population, the vast majority (96%) of whom are single Hispanic adults, also includes approximately 2% families, 1% veterans, and 1% unaccompanied youth. The Huntington Park 2020/2021-2024/2025 Consolidated Plan has identified this group as a high-priority population.

The development and implementation of our Street Outreach and Supportive Services Team (SOSST) align with the overarching goals of the County’s Homeless Crisis Response System. These goals focus on coordinating and managing resources and services, addressing the needs of homeless individuals in Huntington Park, and supporting the city’s specific objectives. Our understanding of these goals is rooted in our 14-year history of providing street outreach, gang intervention, safe passage, case management, referrals, and supportive services through contracts and grants from various funders.

Research shows that addressing the basic need for shelter significantly improves participants’ health and well-being in other areas. Once stable housing is secured, a major stressor is alleviated, enabling individuals to focus on other issues and needs. ICV embraces the “Housing First” model, which emphasizes the importance of stable housing as the initial step in recovery and rehabilitation. To this end, we provide permanent supportive housing through our internal Case Managers and collaborate with external LAHSA Housing Specialists and Housing Navigators from partnering organizations. This coordinated approach offers tangible and effective support to individuals still grappling with daily living challenges and decision-making as they work toward restoring housing stability.

ICV integrates the Harm Reduction model with the Housing First model to offer services to those who may be resistant to actively transitioning from the streets into permanent housing. This evidence-based approach employs strategies that reduce the negative



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consequences of homelessness and promote engagement. Homeless individuals identified and pre-screened by our SOSST will receive a “warm handoff” to one of our Case Managers. The Case Manager will assess the individual’s needs and develop an Individualized Housing and Transition Plan in collaboration with the individual or family. Case Managers will also advocate for and liaise with partnering organizations and government agencies to ensure individuals receive necessary services and benefits, such as housing assistance and entitlement programs like General Relief.

To facilitate housing placement, we have partnered with LAHSA, PATH, and HYC to ensure participants needing housing assistance are entered into the HMIS system. While the program’s base of operations will be at ICV’s headquarters at 1750 E. Florence Avenue, the SOSST—comprising two part-time Community Outreach Workers and two part-time Case Managers—will operate on the streets of Huntington Park and within our partner organizations’ facilities. Referrals may also come from the Huntington Park Police Department.

Housing partners will include, but are not limited to, Su Casa Transitional Housing, LA Family Housing, El Puente-The People Concern, Homeless Outreach Program-Integrated Care System, The Whole Child Family Housing Program, Salvation Army Transitional Living Center, LA County Department of Children and Family Services’ Transitional Housing Program for Homeless Youth, and United Friends of the Children Pathways. Our extensive experience working with the homeless population, integration into Huntington Park’s network of service providers, and organizational readiness ensure we can begin program implementation without delay.

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## **Project Description**

ICV’s outreach initiative leverages dyad teams consisting of a Case Manager and a Community Outreach Worker. These teams are strategically deployed to areas within Huntington Park where homeless individuals are known to sleep or congregate. Priority will be given to the Alameda Corridor and known encampment locations, such as Randolph Avenue.



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In collaboration with the Los Angeles County Department of Public Health, ICV’s outreach teams will distribute COVID-related educational materials, personal protective equipment (PPE) including masks, hand sanitizers, and gloves, as well as food and water. Key distribution points include the former mobile home area along Wilmington Avenue, spanning Florence to Gage Avenue.

Additional outreach efforts will target encampments along Randolph and Salt Lake Avenue and in industrial zones near Slauson Avenue and Santa Fe Avenue. The business area around Pacific and Slauson, where panhandling and congregation are common, will also be a focus. Furthermore, teams will provide support to individuals in local parks known for high homeless activity, including Salt Lake, Freedom, and Perez Parks.

Recognizing the importance of collaboration, ICV will engage with partnering agencies in and around Huntington Park to establish or strengthen referral pathways for housing and supportive services. Key partners include:

- Huntington Park Police Department
- Su Casa Transitional Housing
- LA Family Housing
- El Puente – The People Concern
- Homeless Outreach Program – Integrated Care System
- The Whole Child Family Housing Program
- Salvation Army Transitional Living Center
- LA County Department of Children and Family Services’ Transitional Housing Program for Homeless Youth
- United Friends of the Children Pathways

Given that Huntington Park’s population is 97% Hispanic, all services will be provided in both English and Spanish. Our program staff is fully bilingual, ensuring effective communication and culturally competent service delivery.



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### **Goals of Inner-City Visions (ICV):**

**1. Establish a Robust Network of Providers**

Build and maintain strong partnerships with homeless service providers to create a comprehensive support system for the homeless community.

**2. Foster Trust and Engagement with the Homeless Community**

Develop meaningful relationships with homeless individuals, youth, and families to encourage their participation in available services and programs.

**3. Facilitate Housing Solutions**

Provide housing opportunities for individuals, youth, and families experiencing homelessness, supporting them on their path to stability.

**4. Develop Client-Centered Strategies and Measurable Outcomes**

Create tailored strategies for clients, with clearly defined goals and outcomes to track progress and success.

**5. Enhance Collaboration Among Outreach Teams**

Coordinate efforts with outreach teams from various agencies to ensure seamless follow-up and ongoing support for clients.

**6. Provide Transportation to Essential Services**

Offer transportation assistance to shelters, identification agencies, records-building agencies, substance abuse centers, and other critical service providers to meet clients' immediate and long-term needs.

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### **During the grant period, Inner City Visions will provide:**

**1. Information and Referral Services**

Offer guidance and connect individuals to appropriate resources and support systems to meet their needs.



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**2. Coordinated Case Management Services**

Deliver integrated, client-centered case management to ensure individuals receive comprehensive and tailored support.

**3. Linkages to Housing and Housing Services**

Facilitate connections to temporary and permanent housing options, as well as supportive housing services.

**4. Immediate Temporary Housing**

Provide short-term housing solutions to individuals and families in crisis while working toward long-term stability.

**5. Rental Assistance**

Offer financial support to help individuals and families secure or maintain housing and avoid homelessness.

**6. Linkages to Medical and Mental Health Services**

Connect individuals to essential healthcare resources, including medical, mental health, and substance use treatment services.

**7. Access to Basic Needs and Provisions**

Distribute food and essential supplies, such as socks, hand sanitizers, wipes, tampons, garbage bags, and toilet paper, to address immediate needs and enhance quality of life.

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**Budget Narrative:**

Allocation Year	Approved Budget
2020	\$151,936.50
2021	\$167,201.40
2022	\$139,669.50



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#### **Project Budget Breakdown (YR 1)**

**Total Budget: \$151,936.50**

##### **Full-Time Staff**

**Project Manager:** \$62,000.00

**Case Manager:** \$50,000.00

##### **Part-Time Staff**

**Administrator:** \$12,000.00

**Housing Navigator:** \$15,000.00

##### **Other Expenses**

**Project Supplies:** \$2,156.08

**Immediate Housing:** \$4,312.17

**Rental Assistance:** \$6,468.25

#### **Project Budget Breakdown (YR 2)**

**Total Budget: \$167,201.40**

##### **Full-Time Staff**

**Project Manager:** \$65,100.00

**Case Manager:** \$52,500.00

##### **Part-Time Staff**

**Administrator:** \$12,600.00

**Housing Navigator:** \$15,750.00

##### **Other Expenses**

**Project Supplies:** \$3,541.90

**Immediate Housing:** \$8,855.50

**Rental Assistance:** \$8,854.00



*“Supporting the Transformation of Communities  
through the Reclaimed Vision for the Individual, the  
Family, and the Community.”*

**Project Budget Breakdown (YR  
3) Total Budget: \$139,669.50**

**Full-Time Staff**

**Project Manager:** \$65,100.00

**Case Manager:** \$52,500.00

**Part-Time Staff**

**Administrator:** \$12,600.00

**Other Expenses**

**Project Supplies:** \$933.00

**Immediate Housing:** \$5,268.50

**Rental Assistance:** \$3,268.00

## ITEM 3



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

January 21, 2025

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 OF THE APPROVAL OF A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR THE CALHOME GRANT**

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

1. Approve Resolution No. 2025-02 authorizing the submission of an application to HCD for funding under the CalHome Program; and
2. Approve the Professional Services Agreement with Global Urban Strategies, Inc. for CalHome Grant administration; and
3. Authorize the City Manager to sign all documents related to this program.

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

On November 16, 2021, the City Council approved the resolution authorizing the submission of an application to HCD for the CalHome Grant. The City of Huntington Park was awarded the requested amount of \$4,556,250 and entered into a Professional Service Agreement with Global Urban Strategies, Inc. (Global). The City derived the compensation for Global's services from the administrative grant allocation of the program.

On December 12, 2024, the California Department of Housing and Community Development (HCD) publicized the 2024 Homeownership Super Notice of Funding Availability to fund the CalHome Program (CalHome) with approximately \$143.1 million. The application deadline is February 13, 2025. If awarded, these funds will provide low interest (0 to 3%, determined by the City Council) deferred payment loans to seniors, people with a disability, and families of low and moderate-income who own and occupy their homes and need financial assistance to make repairs and improvements.

# **CONSIDERATION OF THE APPROVAL OF A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE CALHOME GRANT**

January 21, 2025

Page 2 of 3

This is a reimbursable program with no matching funds required to participate.

The City of Huntington Park intends to apply for funding under the CalHome Program to support low- to moderate-income first-time homebuyers and owner-occupied housing rehabilitation. The City seeks to request a funding allocation of **\$5,900,000.00 but will not exceed a maximum of \$7,000,000.00** which would be divided across the following program activities:

**A. First Time Homebuyers Program in the amount of Two Million Three Hundred Dollars (\$2,300,000.00); and**

**B. Owner Occupied Rehabilitation in the amount of Three Million Six Hundred Dollars (\$3,600,000.00).**

**C. Total request of Five Million Nine Hundred Dollars (\$5,900,000.00) but at no point will exceed a maximum combined total of Seven Million Dollars (\$7,000,000.00).**

In addition, the previous funding allocation will be fully allocated to the residents purchasing homes within the Azure Development. Additional funds are required in order to fund the maximum allocation of \$200,000.00 or 40% of the purchase price, whichever is greater.

The City would derive the compensation for the administrative services by Global from the administrative grant allocation of the program. This time-sensitive item requires City Council action to allow for timely submission of the CalHome Program application to HCD. To remain eligible to apply for CalHome funds, the City Council must approve the application submitted before the application deadline of February 13, 2025.

## **LEGAL AND PROGRAM REQUIREMENTS**

The CalHome Program is authorized by Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the State Health and Safety Code. Additionally, Proposition 1C, the Housing and Emergency Shelter Trust Funds Act of 2006, provides funding for CalHome mortgage assistance for low, or very low, income first time homebuyers and owner-occupied housing rehabilitation for low, or very low, income homeowners (0 to 80% of Median Family Income). The CalHome application is a competitive application process rated and ranked by HCD to determine the grant recipients.

**CONSIDERATION OF THE APPROVAL OF A RESOLUTION AUTHORIZING THE  
SUBMISSION OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF  
HOUSING AND COMMUNITY DEVELOPMENT FOR THE CALHOME GRANT**

January 21, 2025

Page 3 of 3

**FISCAL IMPACT/FINANCING**

No matching funds are required to apply. This program has a reimbursable payment structure; the City must expend the funds and then submit for reimbursement. The City will request, but funds may not be guaranteed, an initial program advance of up to twenty-five percent to fund start-up administrative costs and initial applications.

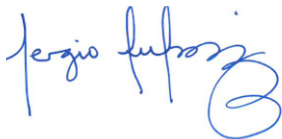
**CONCLUSION**

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

Respectfully submitted,



**RICARDO REYES**  
City Manager



**SERGIO INFANZON**  
Interim Community Development Director

**ATTACHMENTS**

Attachment A - Resolution

# ATTACHMENT “A”

## RESOLUTION NO. 2025-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM**

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

1. Resolution No. 2025-02 authorizes the submittal of an application to the California State Department of Housing and Community Development for funding under the CalHome Program.
2. Authorize the City Manager to sign all documents related to this program.

**WHEREAS**, the city of Huntington Park, a municipal corporation and political subdivision of the State of California, wishes to apply for and receive an allocation of funds through the CalHome Program; and

**WHEREAS**, the California Department of Housing and Community Development (hereinafter referred to as “HCD”) has the 2024 Homeownership Super Notice of Funding Availability (HOSN) on December 19, 2024, for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the “statute”). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

**WHEREAS**, the California Department of Housing and Community Development (HCD) has issued the 2024 Homeownership Super NOFA, offering funding for homeownership development and owner-occupied rehabilitation programs under the CalHome Program; and

**WHEREAS**, the City of Huntington Park wishes to apply for funding to support low- and moderate-income first-time homebuyers and owner-occupied rehabilitation projects within the City; and

**WHEREAS**, the City of Huntington Park seeks to request a funding allocation of \$5,900,000, to support the following activities:

- \$2,300,000.00 for Homeownership Development for low- to moderate-income first-time buyers.
- \$3,600,000.00 for Owner-Occupied Rehabilitation for eligible homeowners in need of repairs; and

**WHEREAS**, the City of Huntington Park has reviewed the CalHome program and determined that it is an eligible applicant for this funding; and

**WHEREAS**, the City of Huntington Park, upon the award of said grant funding, wishes to enter into a Professional Service Agreement with Global Urban Strategies, Inc. for the Administration of the CalHome Program (including loan servicing, monitoring, Homebuyer Education, and submittal of reimbursement requests), program eligibility, and vetting of applicants.

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

**SECTION 1.** The City of Huntington Park shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on December 12, 2024, which will request a funding allocation for the following activities:

- A. First Time Homebuyers Program in the amount of Two Million Three Hundred Dollars (\$2,300,000.00); and
- B. Owner Occupied Rehabilitation in the amount of Three Million Six Hundred Dollars (\$3,600,000.00).
- C. Total request of Five Million Nine Hundred Dollars (\$5,900,000.00) but at no point will exceed a maximum combined total of Seven Million Dollars (\$7,000,000.00).

All activities will be conducted within the boundaries of the City of Huntington Park, CA.

**SECTION 2.** If the application for funding is approved, the City of Huntington Park hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of Huntington Park acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participating in the CalHome Program.

**SECTION 3.** The City Council of the City of Huntington Park authorizes the City Manager or his designee, to execute in the name of the City of Huntington Park the application, the Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

**SECTION 4.** The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

The City Council hereby finds that the foregoing recitals are true and correct and are incorporated into the body of this Resolution by this reference.

**PASSED, APPROVED AND ADOPTED** this 21 day of January of 2025.

Karina Macias,  
Mayor

**ATTEST:**

Eduardo Sarmiento,  
City Clerk

## ITEM 4



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

January 21, 2025

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF THE FINANCE DEPARTMENT'S UPDATED PURCHASING MANUAL**

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

1. Approve of the Finance Department's updated Purchasing Manual, for City Staff use.

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

The purpose of the updated Purchasing Manual is to provide standardization for the purchase of supplies, provide departments with guidelines to assist them so that they are operating under City purchasing practices, within legal regulations, and to clearly define the responsibilities of the Purchasing Division and operating departments.

### **FISCAL IMPACT/FINANCING**

There is no associated cost with the updates made to the Finance Department's updated Purchasing Manual.

### **CONCLUSION**

Upon Council approval staff will proceed with the recommended actions.

Respectfully submitted,

**CONSIDERATION AND APPROVAL OF THE FINANCE DEPARTMENT'S UPDATED  
PURCHASING MANUAL**

January 21, 2025

Page 2 of 2



**RICARDO REYES**  
City Manager



**JEFF JONES**  
Director of Finance

**ATTACHMENT(S)**

A. Finance Department Policy & Procedures, Section V, Purchasing

## ATTACHMENT "A"



# CITY OF HUNTINGTON PARK



## FINANCE DEPARTMENT POLICY AND PROCEDURES



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## **I. Finance Administration**



## **Section I.A: Revisions to the Finance Policies and Procedures Manual**

**Purpose:** To provide procedures for revising the Finance Policies and Procedures Manual

**Policy:** The Director of Finance will maintain and update the Finance Policy and Procedures Manual on a timely basis. Policies and procedures should be broad enough to minimize the number of minor revisions.

**Procedure:** As revisions are required or desirable, they shall be approved by the Director of Finance prior to becoming official. All persons affected by a revision shall receive a copy.



## Section I.B: Authorized Signatures

**Purpose:** To provide a list of those employees authorized to sign various forms/documents associated with the day-to-day operations of the City.

**Policy:** Department Heads may delegate their signature authority to an appropriate responsible employee within their departments. The designated employee must be in a management position.

Those persons authorized to sign Finance-related forms should be kept to a minimum in order to maintain effective budgetary control. Department Heads are the primary signatory and can have one assigned/back-up signatory to be used in cases of emergency and/or when the primary signatory is absent for an extended period of time (extended leaves of absence, or FMLA).

Department Heads absent for a day or two is not cause for an authorized designee signature. If a Department Head plans to be away for a short period of time, advanced arrangements should be made within the respective Department and with Finance to prevent delays and tardiness in the submittal of Finance forms.

### **Procedure:**

1. All departments shall furnish the Finance Department with the name of the assigned/back-up signatory authorized to sign various documents. This notification should be in the form of a memo and sent to the Director of Finance for approval.
2. The memo should be signed by both the Department head and the authorized employee.
3. Department Heads may delete and change the assigned/back-up signatory by forwarding the name of the employee including the employee's signature to Finance.



### **Section I.C: Financial Records Retention**

**Purpose:** To establish procedures to ensure that all financial records are maintained in accordance with legal and managerial requirements

**Policy:** All financial records will be retained in a manner which provides adherence to legal requirements. In addition to the retention of records required by law, any records which contain information that has been deemed to be of importance to City management will be reviewed annually with the goal of identifying how long reports or records should be retained.

**Procedure:**

All financial records of the City will be maintained according to Attachment A: Retention Schedule.

All records which are not specifically addressed in the aforementioned schedule will be destroyed with the information is no longer useful.

Any records which are scheduled for destruction must be approved by the Director of Finance prior to destruction.

Records which are categorized as permanent will be filmed on a consistent basis during the fiscal year. The Director of Finance or designee will be responsible for ensuring the process occurs.

The media will be selected by City Clerk's Office.



## RETENTION SCHEDULE

Page FIN-1

### RECORDS RETENTION SCHEDULE: FINANCE

Ver. 3.0

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<b>FINANCE / ACCOUNTS PAYABLE &amp; PURCHASING</b>								
Finance / Accounts Payable & Purchasing	FIN-001	1099's / 1096's / DE542 (California Report of Independent Contractors)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; 26 CFR §31.6001-1(e)(2), R&T §19530, GC §34090; 29 USC 436
Finance / Accounts Payable & Purchasing	FIN-002	Accounts Payable / Purchase Orders / Invoices and Backup / Warrants / Refunds / Credit Card Statements / P-Card Statements / Energy Rebates (Includes Invoices, Travel Expense Reimbursements, etc.)	7 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference for grant audits; 5 years meets municipal government auditing standards and Statute of Limitations for contracts; Purchasing preference for P-Card Invoices (48 CFR 4.805 requires Federal Agencies to retain their contracts, unsuccessful & successful proposals 6 years after final payment); CCP §337 et. seq.; GC §34090
Finance / Accounts Payable & Purchasing	FIN-003	W-9s	Vendor Inactive + 3 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets IRS Auditing Standards (3 years after the last payment to the vendor); GC §34090
<b>FINANCE / ACCOUNTS RECEIVABLE</b>								
Finance / Accounts Receivable	FIN-004	Accounts Receivable / Revenue / Business License Applications, Renewals, Tax Receipts / Animal License, Casino Activity Reports and Revenue, Citations, Our Invoices to Outside Entities: Insurance Companies, Franchise Fees, DUI Billing, Transient Occupancy Tax (TOT), Alarm Billing, Auctions of Surplus Property, Credit Card Payment Receipts, Tenant Billing, etc.	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards; GC §34090 et seq.

Adopted: 2/7/2023



RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<b>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</b>								
Finance / Accounts Receivable	FIN-005	Cash Receipts, Rents, Other Income, Credit Card Settlements	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference: Meets auditing standards; GC \$34090 et seq.
<b>FINANCE / DEBT SERVICES</b>								
Finance / Debt Services	FIN-006	Bonds & Bond Sales / Official Statements / Transcripts / Certificates of Participations (COPs) - Includes Continuing Disclosure Reports See Bank Statements for statement retention.	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Ppr			Department Preference: Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years. Bonds issued by local governments are 10 years. There are specific requirements for disposal of unused bonds; CCP §§336 et seq. 337.5(a); 26 CFR 1.6001-1(e); GC \$43900 et seq.
<b>FINANCE / GENERAL LEDGER</b>								
Finance / General Ledger	FIN-007	Financial Services Database (Central Square / Tyler)	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC \$34090
Finance / General Ledger	FIN-008	Audit Work Papers	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts / content not substantive; GC \$34090
City Clerk	FIN-009	Audits - Annual Financial Reports / Annual Comprehensive Financial Report (ACFR)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies - City Clerk retains in the Agenda Packet); GC \$34090.7
Finance / General Ledger	FIN-010	Audits - Single Audits, Grant Audits, IRS Audits, Transportation Audits, PERS Audit, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC \$34090
Finance / General Ledger	FIN-011	Bank Statements, Bank Reconciliations	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets auditing standards; GC \$34090, 26 CFR 31.6001-1
Finance / General Ledger	FIN-012	Banking Transactions, Bank Wire Transactions, Confirmations	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets auditing standards; GC \$34090



RECORDS RETENTION SCHEDULE: FINANCE

Ver. 3.0

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<b>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</b>								
City Clerk	FIN-013	Budgets - Finals and Amendments	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies - City Clerk retains in the Agenda Packet); GC \$34090.7
Finance / General Ledger	FIN-014	Budgets Work Papers	When No Longer Required		Mag, Ppr			Preliminary drafts; GC \$34090
Finance / General Ledger	FIN-015	Checks / Warrants (Cashed)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets municipal government auditing standards; GC \$ 34090
Finance / General Ledger	FIN-016	Checks / Warrants (VOIDED)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts; GC \$34090
Finance / General Ledger	FIN-017	Escheat (Unclaimed money / uncashed checks)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; CCP §§340(d), 1519; GC \$34090
Finance / General Ledger	FIN-018	Fiscal Agent Statements, Investment Account Statements, LAIF Statements / Local Agency Investment Fund Trustee Statements	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets auditing standards; GC \$34090, 26 CFR 31.6001-1
Finance / General Ledger	FIN-019	Fixed Assets	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets auditing standards; GC \$34090, 26 CFR 31.6001-1
Finance / General Ledger	FIN-020	Investments / Investment Statements / Certificate of Deposit / Investment Bonds (Receipts / Advisor Reports / Trade Tickets)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; statewide guidelines propose permanent; FTC Reg's rely on "self-enforcement"; GC§§ 34090, 43900
Finance / General Ledger	FIN-021	Journal Entries / Journal Vouchers	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; meets auditing standards; GC \$34090, 26 CFR 31.6001-1



RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OF)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<b>If the record is not listed here, refer to the Retention for City-Wide Standards</b>								
<b>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</b>								
<b>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</b>								
Finance / General Ledger	FIN-022	OES / FEMA Claims	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Finance / General Ledger	FIN-023	Reports, General Ledger, Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, Revenue & Expenditure Reports, etc. (FROM DATABASE - ANNUAL, MONTHLY OR PERIODIC)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (The Financial System Database is the original; reports are considered drafts or copies); GC §34090
Finance / General Ledger	FIN-024	Reports: Annual State or Federal: State Controller's Report, Local Government Compensation Report, Gas Tax, MOE (Maintenance of Effort) Report, Street Report, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance / General Ledger	FIN-025	Tax - Annual Tax Roll and Special Assessments: Landscape and Lighting Districts, Ad Valorem Taxes, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance / General Ledger	FIN-026	Tax - Sales Tax Reports	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Compilation of Non-Records / Preliminary drafts used to project revenue; GC §34090
Finance / General Ledger	FIN-027	Vehicle Titles / Pink Slips	Upon Sale or Disposal of Vehicle		Mag, Ppr			Title is transferred to new owner or auction house
<b>FINANCE / PAYROLL</b>								
Finance / Payroll	FIN-028	CalPERS Reports - Annual Valuation Reports, Actuarial Valuation Reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Finance / Payroll	FIN-029	DE-6, DE-7, DE-9, DE-34, DE-43, W-3 & DE-166, 941 Forms, PERS / FICA & Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436; GC §34090



RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<b>If the record is not listed here, refer to the Retention for City-Wide Standards</b>								
<b>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</b>								
<b>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</b>								
Finance / Payroll	FIN-030	Garnishments	Satisfied + 5 years, or Separation of Employee		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090; 26 CFR 31.6001-1
Finance / Payroll	FIN-031	Payroll Database (Central Square / Tyler)	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Finance / Payroll	FIN-032	Payroll Reports - Periodic BI-weekly Payroll Report	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets municipal government auditing standards; PERS Circular letter 200-051-17; GC §34090
Finance / Payroll	FIN-033	Time Cards / Time Sheets	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5; 29 CFR 516.5 & 516.6(c); GC §34090
Finance / Payroll	FIN-034	W-2's	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference for Grant Auditing Purposes; Meets municipal government auditing standards; GC §34090
<b>INFORMATION TECHNOLOGY</b>								
Finance / Information Technology	CM-012	Backups / Computer Backups (ALL)	When No Longer Required	Yes	Mag.			Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.
Finance / Information Technology	CM-013	UNALTERABLE MEDIA / IMMUTABLE CLOUD MEDIA (Immutable Media, WORM / DVD-r / CD-r / Blue Ray-R) or other unalterable media that does not permit additions, deletions, or changes	P		OD			For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, 12168.7, EVC 1550, CCR 22620 et seq.



RECORDS RETENTION SCHEDULE: UTILITIES / CUSTOMER SERVICE

Ver. 2.0

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CUSTOMER SERVICE								
Utilities / Customer Service	CS-001	Billing / Customer Service Database (Central Square / Tyler)	Indefinite		Mag			Department Preference (Data is interrelated); Data cannot be destroyed, written over, or altered without approval by City Council; 18 CFR 125.3; GC §34090
Utilities / Customer Service	CS-002	Applications for Service: Residential / Commercial	2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	GC §34090
Utilities / Customer Service	CS-003	Bankruptcies - NO CLAIM FILED	Not More than 90 days		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Not City records (account is closed and bankruptcy noted in database)
Utilities / Customer Service	CS-004	Bankruptcies - WHERE A CLAIM IS FILED	10 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Department Preference (negative information remains on credit ratings for 7 years); GC §34090
Utilities / Customer Service	CS-005	Bill Inserts / Marketing	2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	GC §34090
Utilities / Customer Service	CS-006	Billing / Accounts Receivable / Customer Billing	5 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	GC §34090
Utilities / Customer Service	CS-007	Checks deposited to Bank (City scans them for the Bank, rather than physically taking the checks to the bank to deposit them.)	Follow Bank Instructions		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	These are bank instruments, and not City records; per bank agreement.
Utilities / Customer Service	CS-008	Collections / Master Collection List / Write Offs / Collection Agency Assignments (and associated disputes)	7 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Department preference (negative information remains on a customer's credit rating for 7 years; GC §34090)
Utilities / Customer Service	CS-009	Customer Account Adjustment Backup (e.g., Leak Adjustments)	2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	GC §34090



RECORDS RETENTION SCHEDULE: UTILITIES / CUSTOMER SERVICE

Ver. 2.0

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<b>HOLDS:</b> Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Utilities / Customer Service	CS-010	Customer Payment Stubs	When No Longer Required		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Preliminary drafts (many payments have no stub); GC \$34090 et seq.
Utilities / Customer Service	CS-011	Hydrant Meters - Rentals / Temporary (Pools, Construction, etc.)	End of Rental + 2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Department preference; GC \$34090
Utilities / Customer Service	CS-012	Connects & Disconnects - (entered into Database)	When No Longer Required		Mag Ppr			Preliminary drafts (the database is the original); GC \$34090
Utilities / Customer Service	CS-013	Water Billing: Appeals - Payment Delinquency & Impending Discontinuation	Final Decision + 2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC \$34090; H&S \$116908
Utilities / Customer Service	CS-014	Water Billing: Non-payment Notices / Notice of Payment Delinquency & Impending Discontinuation (Initial, Final)	2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC \$34090; H&S \$116908
Utilities / Customer Service	CS-015	Water Billing: NSF Checks / Adjustments to Customer accounts	2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC \$34090; H&S \$116908
Utilities / Customer Service	CS-016	Water Billing: Payment Plans: Amortization, Alternative Payment Plans, Deferrals, etc.	Expiration or Completion of Payment Plan + 2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Documented or attached to Customer Record in database GC \$34090; H&S \$116910
Utilities / Customer Service	CS-017	Water Billing: Policy on Discontinuation of Residential Service for Nonpayment	When Superseded; Minimum 2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Must post to Website; H&S \$116906; GC \$34090
Utilities / Customer Service	CS-018	Water Billing: Report of Annual Discontinuations of Residential Service	Minimum 2 years		Mag, Ppr, Mfr, OD	S	Yes: After QC & OD	Must post to Website; H&S \$116918; GC \$34090



## **II. Accounting**



## **Section II.A: Account Reconciliation**

**Purpose:** To ensure that general ledger cash and investment account balances are supported by independent bank prepared statements

**Policy:** All City checking and investment accounts shall be reconciled by the 15<sup>th</sup> of the succeeding month.

**Procedure:**

1. The accountants are responsible for preparing the monthly bank statement reconciliations on a monthly basis for all checking and investment accounts.
2. As necessary, the accountants are responsible for preparing journal entries to record any charges or credits that were not processed through the Accounts Payable or Accounts Receivable systems or other correcting items identified in the reconciliation process.
3. The accountants are responsible for seeing that each bank reconciliation is reviewed and approved by an appropriate Finance Department Manager/Supervisor who did not prepare the reconciliation.



## **Section II.B: Month-End Closing**

**Purpose:** To provide guidelines and controls for the routine close of the City's books each month

**Policy:** The City's books will be closed each month on the tenth (10<sup>th</sup>) working day of the following month. Analysis of all reports provided subsequent to close shall be completed to assure accuracy prior to distribution of reports to the various departments.

### **Procedure:**

During the morning after the close, the trial balance shall be reviewed by the accountants to ensure that all funds are in balance and that the month's entries have all been posted properly.

Should the review indicate any problems, the accountants will notify the Director of Finance. The accountants will make sure that any adjusted entries are recorded in the subsequent month.

If the 10<sup>th</sup> working day close was not met, the Director of Finance and the Accountants will review the issues that caused the closing schedule to not be met and determine corrective actions to be taken to prevent re-occurrence of those issues.



## Section II.C: Year-End Closing

**Purpose:** To provide guidelines and controls for the closing of the City's books at each fiscal year end

**Policy:** The City's books will be closed at the end of each fiscal year (June 30) in a timely manner, collecting and compiling the City's financial data in conformity with GASB and GAAP. Several times, adjusting and accruals will be needed during audit based on auditors' recommendations. In order to facilitate a timely audit for the year, the City's preliminary year-end trial balance and detailed general ledgers should be provided to the auditors on or about September 30 of each year. The City's goal is to have completed the basic financial statement audit by December 15 of each year.

**Procedure:**

1. Upon completion of the normal month-end closing process for June, a year-end closing process is initiated in mid-July and/or early September. The first cycle includes accrual of accounts payable, payroll, and revenues.
2. For two weeks, the Finance Department will review, verify, and reconcile the balances and data in the first cycle reports. Adjustments are made for:
  - fixed assets
  - accounts receivable
  - inventory
  - liabilities
  - revenues
  - expenditures
  - cost allocations
  - transfers and other accounts

Staff, then, initiates the second cycle reports.

3. The reports generated in the second cycle are reviewed. Final adjustments are made as needed for all funds during this period to prepare for the third cycle reports, which are given to auditors for fieldwork.
4. The Director of Finance or Finance Manager generates lead sheets and combining statements based on the third cycle. Adjustments made during this time are based on auditor recommendations. When the audit is completed, and all audit recommended adjustments are entered, the closing of the books is initiated. The closing reports are maintained in accordance with the record retention policy.



## **Section II.D: Journal Vouchers**

**Purpose:** To establish procedures and internal controls for preparing, approving, posting, and filing journal vouchers

**Policy:** Only approved journal vouchers may be used to make entries to the general ledger.

**Procedure:**

1. The standard journal voucher form must be filled out and included as a cover sheet. It includes the period, fiscal year, posting date, date prepared, person preparing the entry, journal entry number, account numbers, amounts, purpose of the entry, and a notes section.
2. The journal entry number is determined by the Group Number that the financial system generates before the journal entry is posted.
3. Tick and Ties must be identified for the amounts on the journal voucher form to the backup/supporting documentation.
4. The journal entry is reviewed and approved by the Finance Manager or Director of Finance, evidenced by a handwritten signature.
5. After signature approval, the Finance Manager or Director of Finance will post the entry to the general ledger.
6. The accountants will maintain the file and list of all journal entries for the fiscal year.



## **Section II.E: Interest Allocation**

**Purpose:** To distribute interest earned on the City's investments to all appropriate funds

**Policy:** All interest revenue earned from the City's investments shall be distributed to all appropriate funds on a monthly basis.

**Procedure:**

1. The City currently has multiple interest earning accounts, the amount deposited in the Local Agency Investment Fund (LAIF), the City's pooled investments. Based on the month end LAIF statement, the amount of interest earned, and the total amount of funds invested can be determined.
2. Monthly, General Accounting will prepare a spreadsheet showing the general ledger cash balances of all funds participating in the pool.
3. Amounts not included in debt service reserve funds and other debt related escrow accounts are not included in the City's pool.
4. Interest earned shall be reviewed, recorded, and allocated to each fund based on its proportion of City's total pool measured at month end.
5. General Accounting is responsible for calculating the interest allocation journal entry, which is then reviewed and approved by the Director of Finance or Finance Manager. The journal entry is posted each month.



## Section II.F: Fixed Asset Accounting

**Purpose:** To provide historical accountability for expenditures of funds and other means to acquire fixed assets, assigning responsibility for custody of said assets, and provision of data for proper management of City assets, including maintenance, insurance, and replacement

**Policy:** Assets shall be recorded at historical cost, except for gifts, which shall be recorded at fair market value at time of contribution.

**Recording of fixed assets shall be based on the following criteria:**

- The asset is of a tangible nature
- Life expectancy of the asset is longer than three (3) years
- The asset has a minimum value of \$5,000

**Classifications:**

- Land
- Buildings and Improvements
- Equipment
- Vehicles
- Infrastructure
- Construction Work in Progress

**Sources of Funds:**

- City Fund
- Specific Grant
- Gifts
- Special Assessments (where applicable)

Additions and deletions to fixed asset inventory records shall be made on a continuous basis. General ledger entries shall be recorded periodically but not less than annually at the end of the fiscal year.

Construction projects underway shall be recorded at the end of each fiscal year under Construction Work in Progress. At the completion of the project, transfer shall be made from Construction in Progress to the appropriate classifications.

Depreciation shall be recorded only in Enterprise and Internal Service Funds.

**Procedure:** All equipment fixed assets will be recorded in the City's fixed asset database by General Accounting (GA). The unique fixed asset numbers are assigned numerically by GA within equipment type.

1. On a monthly basis, GA reviews all Capital Outlay accounts to determine that fixed assets have been acquired. On a weekly basis, purchase orders will be reviewed for



equipment to be included in the fixed asset records. Based on the information on the purchase order, a fixed asset acquisition form will be partially completed.

A fixed asset number will be assigned, and a tag taped to the form.

2. A copy of the fixed asset acquisition form is retained by Finance in a numerical file, and the original form with the tag is sent to the receiving department. After the equipment has been received, the receiving clerk attaches the tag to the equipment, records the date received on the fixed asset acquisition form, and returns it to Finance.
3. After each warrant register, the remainder of the information should be added to the fixed asset acquisition form. The forms should then be accumulated for the periodic update of the computer records.

For fixed asset classifications other than equipment (land, buildings, improvements other than buildings, and construction work in progress), Finance shall be responsible for periodic review of project accounts and corresponding contracts, invoices, and warrants. Preparation of subsidiary records shall continue throughout the year, with general ledger recordation occurring at the end of the fiscal period. Fixed assets other than equipment shall be numbered in sequence according to general categories within each classification but varying from the equipment numbering sequence.

In addition to all equipment of over three (3) years in life at a cost exceeding \$5,000, subsidiary records may also be maintained for lower value equipment of a nature such that its custody requires inclusion in the physical inventory. The cost of such equipment shall not be included in the general ledger, or in the cost field of the fixed asset reports.

#### **Determination of Fixed Asset Costs**

Fixed assets shall be recorded at cost in accordance with governmental accounting principles and at fair market value for gifts. Costs shall include the following:

**Land:** Purchase price, legal and title fees, surveying fees, appraisal and negotiation fees, damage payments, site preparation costs (clearing, filing, and leveling), and demolition of unwanted structures.

**Buildings and Improvements:** Purchase or construction cost; professional fees of architects, attorneys, appraisers, financial advisors, etc.; payment of damage claims; cost of fixtures attached to a building or other structure; insurance premiums, interest and related costs incurred during the period of construction; and other expenditures necessary to put a building or structure into its intended state of operation.

**Equipment/Vehicles:** Purchase price before any trade-in allowance and minus any trade discounts; transportation costs, taxes, installation, or any other expenditure required to



place the asset in its intended state of operation.

**Construction Work in Progress:** Temporary capitalization of labor, materials, equipment, and overhead costs of a construction project, which upon project completion is transferred to one or more of the above classifications of assets.

**Additions or Betterments:** All additions and betterments to a fixed asset shall be capitalized at cost and included in fixed asset records if exceeding \$5,000 in value. An addition refers to a physical extension of an existing asset or the acquisition of an entirely new unit which does not merely replace one of similar function or value. Betterment exists when a part of an existing asset is replaced by another, and the replacement provides a significant increase in the life or value of the property.

**Alterations and Maintenance:** An alteration is a change in the physical structure or arrangement of an existing fixed asset, which does not increase the life or value of the property. The cost of an alteration shall not be capitalized. Maintenance costs are generally recognized as those expenditures necessary to keep an asset in its intended operating condition and do not materially increase the value or physical properties of the asset and shall not be included in fixed assets. Due to the fine differentiation often occurring between expenditures for maintenance, alterations, additions, and betterments, such transactions shall be reviewed by the Director of Finance.

**Depreciation:** Depreciation shall be recorded only in enterprise and internal service funds and shall be on a straight line basis based on the estimated life of the asset and in accordance with generally accepted accounting principles.

**Equipment Transfer:** Transfer of equipment between functions should be approved by designated department staff and forwarded to Finance to amend its record accordingly.

**File Records and Receipts:** Receipt files of fixed asset subsidiary received shall be maintained as follows:

1. Land
2. Buildings
3. Improvements other than buildings
4. Construction Work in Progress
5. Equipment by:
  - a. Equipment Subcategory
  - b. Department with Custodial Responsibility
  - c. Location of Asset
  - d. Periodically, copies of fixed asset receipts shall be distributed to Departments charged with custodial responsibility for control purposes

**Physical Inventories:** The City shall periodically, at least bi-annually, conduct a physical inventory of fixed assets. Assets not accounted for in the inventory shall be removed from



the fixed asset records after the proper procedures have been completed.

**Disposition of Assets:** Assets will be disposed of in accordance with the Purchasing Policy/Procedure governing the treatment of surplus property.

**Fixed Assets Purchased with Local, State or Federal Grant Funds:** Fixed assets purchased with local, State and federal grant funds shall be coded in a manner that they can be segregated and tracked separately. When assets purchased with grant funds are disposed of, GA will notify Grants Management who will make appropriate notifications to the affected grantor agencies.



## Section II.G: Grant Accounting

**Purpose:** To identify the role and responsibilities of the Grants Management function in the Finance Department and its relationship to other Finance staff and other City Departments in establishing internal controls over all of the City's grant resources and to enhance the City's current procedures to ensure that Federal, State and Local grants are properly accounted for

**Policy:** The City shall ensure that only eligible costs are recorded in the general ledger funds used to account for the expenditure of grant funds and that all such costs were incurred in accordance with the relevant grantor's requirements, in particular, procurement process requirements.

All grants must be approved by the City at the time the grant is applied for or within 30 days of the award consistent with City budget policies, or within the annual budget if it is a reoccurring grant. In any event, Council approval must be received before funds are received and any funds expended. Copies of all grant related documents are to be provided to Finance, to the attention of the Director of Finance. Compliance with grant conditions, grant administration (including the timely filing of progress reports and financial status reports), and related records maintenance is the responsibility of the recipient department. Finance will be responsible for retaining financial records, and coordinating grant audits.

In addition to the purchasing guidelines provided in Section VD, when contracts are awarded with Federal (ARRA) Grant funding, or Federal Grant funding that has passed through the State, County, or other Local Agency, that each Department Head involved in the awarding of a contract is responsible for making sure that the contracts contain language stipulating the Federal purchasing requirement of "Buy American" and labor wage requirements imposed by "Davis Bacon" Act. Where "Buy American" is not possible, adequate documentation must be attached.

### Procedure:

1. Each grant is to be identified by its grant name and have a unique program number assigned to it.
2. All grants should be included in the City's budget and be shown as a revenue source in the appropriate fund. If matching requirements are included as a condition of the grant, the recipient department is responsible for documentation of such matching requirements. The recipient department is responsible for budgeting grants.
3. All grant invoices should be supported with appropriate documentation as identified within the grant document and grant conditions. A separate file folder should be established for each grant with a cover page summarizing key information regarding the grant. Typically, this would include timesheets, copies of paychecks and any City warrants for the acquisition of materials, supplies or capital equipment. The need to



retain these records within each grant category should be identified at the commencement of the grant, whereby the records can easily be retained on an ongoing basis concurrent with the Finance Department processing the activity. The Finance Department will retain the supporting documentation for invoices and coordinate this information with the recipient department.

4. The recipient department shall request reimbursement based upon supported cost information. Finance will deposit funds into the appropriate grant revenue account upon receipt.
5. Grant invoicing shall occur within six weeks of the end of each grant invoicing period or as specified by the terms of the grant (preferably a calendar quarter).
6. The recipient department will ensure the timely filing of applicable progress reports and financial status reports and provide the Finance Department with a copy of each such report. All grant progress and financial reports are to be submitted by the required deadline. Report submission dates vary by grant and grant administrators are to review grant award documents for any and all reporting requirements.
7. Financial reports are to be submitted by the Finance Department, progress reports are to be submitted by the grant administrators and Engineering Cost Reports are to be submitted by Engineer/Public Works along with any other engineering report and engineering certifications required by the awarding agency (usually Caltrans).
8. The recipient department and the Finance Department should meet on a regular basis in conjunction with the invoicing processes to ensure all grants are appropriately managed and accounted for, as well as minimizing redundant data files.
9. Financial Status Report (FSR) is to be submitted 45 days after the end of each calendar quarter. It is the responsibility of each department to follow the guidelines and the responsibility of the Finance Department to provide the necessary financial information. Currently Finance and Grant administrators are responsible for timely quarterly reporting.
10. Annual Reporting of Federal Awards requires the completion of the Schedule of Federal Awards. The Granting Agency, Total Expended by Fiscal Year, Grant Award Number, Catalogue of Domestic Assistance number (CFDA), and the General Ledger Account Number must all be reported correctly.
11. The recipient department is responsible for grant acceptance and documentation of compliance with all grant terms and conditions.
12. When grant personnel change, item changes should be clearly indicated on a Personnel Action Form.



### **Funds**

The following funds have been established to account for various grants:

- Parks and Recreation Grants
- Public Safety Grants
- Asset Forfeiture Awards
- Community Development Block Grant
- HOME
- Hazardous Lead
- EPA
- Department of Toxic Substances
- Emergency Services Grant
- Surface Transportation Improvement Project
- CALL For Projects (may be various)



## **Section II.H: Financial Reporting**

**Purpose:** To ensure that timely and accurate financial information is provided to City management as the basis for informed financial decision making.

**Policy:** The Finance Department shall provide a suite of financial reports monthly so that City management may make informed financial recommendations and decisions.

**Procedure:** Immediately following the monthly close, the following reports will be prepared and distributed to Executive Management:

1. Budget versus Actual Revenues
2. Budget versus Actual Expenditures
3. Other monthly reports as requested by Executive Management



## Section II.I: Reserve Policy

**Purpose:** To establish and maintain prudent levels of financial reserves for the City

**Policy:**

**A. General Fund**

The City will work toward and maintain an un-obligated reserve of an amount equal to one-half of its most recent General Fund revenue as follows:

- |                                  |             |
|----------------------------------|-------------|
| 1. Disaster Preparedness Reserve | \$1,000,000 |
| 2. Contingency Reserves          | \$9,000,000 |

**B. Water Fund**

- |                                 |             |
|---------------------------------|-------------|
| 1. Contingency Reserves         | \$3,000,000 |
| 2. Capital Replacement Reserves | \$2,000,000 |

**C. Sewer Fund**

- |                                 |             |
|---------------------------------|-------------|
| 1. Contingency Reserves         | \$1,000,000 |
| 2. Capital Replacement Reserves | \$1,000,000 |

**Procedure:** The Director of Finance shall endeavor to bring reserve levels to those listed above. The Director of Finance shall periodically report to City Council the status of the various reserve funds in relation to the established goals.

Amounts of reserves shall be evidenced in the funds' accounts as Restricted Cash and Investments.

The City Council must approve the use of any reserves for the purposes described above.



## **Section II.J: Comprehensive Debt Policy**

**Purpose:** To establish a comprehensive policy for future issuance and administration of City and Successor Agency debt

**Policy:**

Purposes for which debt may be issued:

### **I. City of Huntington Park**

1. The issuance of debt in any form should be limited to financing the costs of planning, design, land acquisition, buildings, permanent structures, or facilities including Parks, streets, and pedestrian and or transportation facilities. Financing permanent improvements through debt financing is encouraged to match the benefits of the improvements to those who will be paying for them.
2. The issuance of refunding debt is encouraged when such a refunding can achieve annual or total net savings in debt service cost or achieve restructuring benefits.

### **II. Successor Agency**

1. Due to the elimination of redevelopment agencies in 2010, Successor Agency debt is restricted to the refunding of existing debt in accordance with the guidelines in A-2 above.

### **III. Operating Capital**

1. The City may not issue debt to fund operations or provide short-term working capital.
2. The Successor Agency may borrow from the City for cash flow purposes when the allocation of property tax revenues from the County is insufficient to meet Successor Agency debt service requirements. Such borrowing must be approved by the Successor Agency and the City Council.

### **IV. Inter-fund Borrowing**

1. Inter-fund borrowing may be utilized when the lending fund has the long-term availability of fund balance and the borrowing fund has the wherewithal to repay loan principal and interest without jeopardizing ongoing operations.

### **V. Limitations in Issuing Debt**

1. Legal limitations:



- a. State limits on the issuance of debt will be strictly adhered to.
  - b. In the case of tax-exempt financing State and Federal Tax law will be strictly adhered to.
2. Policy Limitations:
- a. City debt may be issued only to the extent that an available source of revenue(s) can be identified and then only in an amount determined that will not impair continued operating needs.
  - b. General Fund revenues may be pledged as a primary source of repayment of debt when the assets or improvements are of benefit to the City generally. General Fund revenues may be used as a secondary source when such a backup pledge can result in a lower borrowing cost by providing required debt service coverage.

## **VI. Types of Debt Permitted to be Issued**

1. The City may utilize capital lease financing for the following in the following circumstances:
  - a. Capital equipment leases will only be entered into for the use of equipment or equipment items in an aggregate cost amount of \$100,000 or more.
  - b. Capital equipment lease maturities shall not exceed the projected useful life of the item(s) being financed.
2. Revenue debt:
  - a. May be utilized to fund projects but only to the degree that the projected debt service does not hinder funding future operating and maintenance expenses.
  - b. May be utilized to fund pension and other post-employment benefit liabilities when such funding is permitted by law and will reduce overall future expenditures.
3. Special Assessment District bonds may be considered under the following circumstances:
  - a. There is a clearly articulated public purpose for forming a special assessment or tax district in financing public infrastructure or other public improvements and the formation of the district has been approved by district voters where required by law.



- b. The City Council must find that this form of financing is deemed superior to other funding options such as impact fees, reimbursement agreements or direct developer responsibility for the improvements.
  - c. The City Attorney must determine that the City and/or the Successor Agency are in no way legally liable for defaulted debt service payments.
  - d. All City expenses connected with district formation and financing will be the responsibility of the district or the developer.
  - e. The City will carefully analyze the developer's financial plan and ability to carry out the project. The developer shall demonstrate a positive track record in successfully completing comparable projects.
  - f. Full disclosure of future assessment costs will be made to future buyers of property within the assessment district.
4. Conduit debt may be utilized when:
- a. There is a demonstrated public policy objective being met, such as affordable housing and the total costs of the conduit financing are of economic advantage to the City and/or Successor Agency.
  - b. When the credentials of the developer or development entity are fully investigated and found to be worth of the public trust.
5. Private placement debt may be utilized when the all-in costs of the financing are expected to be lower than those of a traditional bond financing.

## **VII. Structural Features**

- 1. Maximum term:
  - a. Should not exceed 30 years.
  - b. Should not exceed the useful time of the facility or project.
  - c. Cannot exceed the duration of the principal source of revenue used to pay debt service costs.
- 2. Debt service payments:
  - a. Annual principal and semiannual interest payments is the preferred debt service schedule.



- b. Level debt service is preferred.
  - c. A different debt service schedule may be utilized to better match projected project cash flows or to minimize interest costs.
3. Optional redemption:
- a. Optional redemption should be made part of any financing structure.
  - b. Optional redemption provisions should permit redemption after five years of issue.
  - c. Redemption premiums should not exceed ten years from the date of issue.
4. Variable Rate versus Fixed Rate Debt:
- a. Fixed rate debt is preferable since debt service payments are known and do not carry interest rate risk. In addition, fixed rate financing do not necessarily require expensive credit enhancement devices such as letters of credit or bond insurance. Also fixed rate debt is less expensive to administer since periodic remarketing services are not required.
  - b. Variable rate debt may be considered when pledged revenue flows track interest rate changes or other hedging strategies are concurrently implemented.
  - c. Any hedge implemented should include a par call after ten years to provide an opportunity for refunding/restructuring as market conditions allow.
5. Capitalized Interest
- a. Capitalized interest may be considered when revenue generation is delayed due to the project's construction but once completed revenues will be sufficient to service the additional debt service that the capitalized interest will cause.

## **VIII. Debt Capacity**

- 1. Pledges, including secondary pledges, of General Fund revenues shall not exceed 10% of forecasted annual General Fund revenues through the final maturity of the longest-lived debt.
- 2. Water and Sewer Fund Debt may be used to fund future long term capital needs but only to the extent that debt service may not endanger adequate funding for ongoing system maintenance and operations. Both capital finance, maintenance and operations expenses can be accomplished with a rate structure which is



competitive with other similar water systems in the general area of the City.

3. Generally, street improvement projects will be financed on a pay as you go with State Subvention; State and Federal grants and City capital projects funds when available and necessary. Financing of street improvement projects must be considered on a case-by-case to determine that benefits to the City outweigh the costs of borrowing.

## **IX. Selection of Capital Financing Professionals**

A financing team generally consists of the following members: (1) Bond Counsel; (2) Underwriter/Lender; (3) Disclosure Counsel; (4) Trustee; and (5) Financial Advisor. Bond and Disclosure Counsel roles may be performed by the same firm.

1. Selection of Bond Counsel, Disclosure Counsel, Trustee and Financial Advisor, as with any other professional services, shall be on the basis of professional qualifications, experience and reputation. Proposed fees while important should be secondary to the technical qualifications of the firm or individual under consideration.
2. Selection of Underwriter shall be on the basis of professional background and reputation coupled with an expertise and experience with the type of financing under consideration. Unique and creative approaches to the financing that are estimated to result in a lower overall cost of borrowing shall be the determining factor when the aforementioned are equal.



### **III. Payroll**



### Section III.A: Uniform Payroll Processing Procedure

**Purpose:** To create guidelines with appropriate internal controls for the processing of the City's bi-weekly payroll

**Policy:** Payroll shall be processed in a manner which will promote accuracy and efficiency, while having adequate internal controls. Employees should be paid in a correct and timely manner. Payroll shall be processed bi-weekly, within the guidelines established in this policy.

**Procedure:**

1. Personnel Action Forms are due to the Payroll Division of the Finance Department by 10:00 a.m. on alternating Thursdays coinciding with the pay period ending date.
2. Employee hours for the pay period are entered into the financial system by employees themselves or the department's designee by end-of-day on Thursday coinciding with the pay period ending date.
3. On the following Monday departments must submit individual employee timesheets and the department timesheet to [payroll@hpca.gov](mailto:payroll@hpca.gov) by 9:00 a.m. Individual Employee Timesheets must be signed by the employees themselves. The Department Timesheet must be reviewed and signed by Department Heads. An exception for the Police Department, they must submit Individual Employee Timesheets and the Department Timesheet by Tuesday morning 9:00 a.m. to [payroll@hpca.gov](mailto:payroll@hpca.gov).
4. Payroll adjustments for any previous pay period will require a memo submission detailing the reason for the adjustment and the corrected action by the requesting department. The memo must be signed by the employee(s) and the department head.
5. On Tuesday following the end of the pay period, the Payroll Division will reach out to the departments for any changes, updates, or corrections to the department's payroll submission. This will require newly signed individual employee timesheets if an employee's timesheet was adjusted and a new Department Timesheet to be reviewed and signed by the department head.
6. Employee personnel master file changes, additions, and deletions along with special calculations are completed and reviewed on Wednesday following the end of the pay period. The Payroll Division resets the payroll files at that time and no further employee changes may be made.



7. An automated process is then generated to calculate taxes, other withholding amounts and City paid benefits. The current payroll register is reviewed along with a direct deposit listing.
8. The direct deposit transmission file is performed and generated by Thursday morning and stored in the Finance Network.
9. Thursday afternoon the payroll division creates check requests for any types of deductions for employees to be posted in the financial system. The payroll division will also input the direct deposit transactions to the bank and the Director of Finance or City Manager will approve the final transaction.

**W-4 and DE-4 Forms** reflecting an employee's tax filing status and the number of dependents is to be filed with Human Resources per criteria established by the Internal Revenue Service and the State of California. Human Resources will notify the payroll division by email to [payroll@hpcal.gov](mailto:payroll@hpcal.gov).

**W-2 Forms** and year-end tax related reports are processed and distributed to employees by later than January 31<sup>st</sup> of each year.

**\*Note: Any Payroll related documentation shall not leave the Finance Department unless authorized by the Director of Finance and/or Human Resources.**



### **Section III.B: Off-Cycle Payroll Checks**

**Purpose:** To establish a procedure with appropriate controls for the preparation of an off-cycle payroll check

**Policy:** Prior approval of the Director of Finance shall be required prior to the preparation of an off-cycle payroll check.

**Procedure:** Off-Cycle payroll checks may be issued during the following circumstances:

1. Checks to terminating employees need to be requested by the Department Head, authorized by the Human Resources Department and the City Manager.
2. A lost payroll check, where the request for issuance of a duplicate has been received by the proper party and where a stop payment has been submitted to the bank.
3. In other unusual circumstances following approval by the Director of Finance.



### Section III.C: Time off Request Policy

**Purpose:** To establish a policy and procedure regarding employee requesting time off from work

**Policy:** Employees requesting time off from work must make the request in writing at least two (2) weeks prior to the intended absence. In case of illness or unforeseen event, the employee is required to notify his or her direct supervisor of the absence or tardiness no later than one-half hour following the start of the work shift.

**Procedure:** Employees must fill out and sign a Request for Leave Form, which is approved by the employee's supervisor and Department Head.

In case of illness or unforeseen event the employee must fill out a Request for Leave Form once they are back at work indicating the time out of work. The form must be signed by the employee's supervisor and Department Head.

All Requests for Leave Forms must be submitted to the payroll division on the Monday after the pay period ending date for that pay period along with the department timesheet and the employee individual timesheets.



### **Section III.D: Internal Payroll Processing Procedures**

**Purpose:** To create guidelines for the Payroll Division of the internal procedures that happen after payroll submission before new payroll submission.

**Policy:** Payroll Division will ensure that they will accurately submit and save the payroll folder and CalPERS files.

**Procedure:**

1. Monday following the submission of payroll the payroll division will complete the payroll folder for the pay period. The folder includes the final timesheets, request for leave forms, memos, and any other supporting documentation for the pay period.
2. Tuesday the payroll division will review and submit the CalPERS file for the pay period to CalPERS. The payroll division will open the new payroll for departments to start entering employee hours.
3. Wednesday the payroll division will assist departments with their payroll questions for employee hours submission.



## **IV. Accounts Payable**



### Section IV.A: Check Preparation

**Purpose:** To establish accounting, internal controls and cash flow policies for the preparation of checks, both paper and electronic (EFT).

**Policy:** Checks and EFT/ACH shall be processed in a manner that will promote accuracy, proper accounting, and strong internal controls to protect the City's financial interests and maximize cash flow.

**Procedure:**

1. Check requests must be turned in with the proper form and documentation. Documentation includes the original invoice, and the check request form must be approved by the department head for all spending limitations. (Spending limitations and additional signatures are discussed in section V: Purchasing.)
2. All check requests should be turned in before the AP deadline that the AP Division gives the departments. Any requests after the deadline will be processed in the following council meeting for approval.
3. When submitting check requests to the AP Division, Finance will verify that all information stated is accurate, including the budget availability and the account number.
4. AP will prepare the Demand Register for each warrant run for review by the Director of Finance prior to its submission to the City Clerk. The City Clerk will then provide the City Council with the demand register for further review and approval at its next regularly scheduled meeting.
5. Only upon approval of the City Council will the checks be prepared along with the check register. Checks shall be processed the day following Council approval and released as soon as possible thereafter. Warrants may be prepared outside the normal check preparation cycle if justified and approved in accordance with Section C: Pre-Issue Checks.
6. Once all checks have been printed, the AP division will communicate with the accountant for banking procedures that must be done before mailing.
7. AP will gather all original paperwork to make copies and digitalize a copy saved in the Finance Network.

**1099 Forms:** year-end related reports are processed and distributed to vendors by no later than January 31<sup>st</sup> of each year.



#### **Section IV.B: EFT/ACH Payments**

##### **Procedure:**

1. Requests for electronic payments (EFT/ACH) are processed through the AP Division as any other pay request. ACHs are assigned an AP wire number to identify them as electronic payments and for recording purposes.
2. Vendors that would like to receive ACH payments should contact AP for formal registration. The ACH Enrollment form will have to be filled out and turned in for verification by Finance.
3. Once registered as an ACH, all future payments will automatically be deposited into their bank account.
4. All other procedures from the above apply including the listing on the demand register.



### **Section IV.C: Pre-Issued Checks**

**Purpose:** To establish procedures of accounting and internal control for the preparation of pre-issued checks (warrants other than those generated through the computer following the approval of the City Council)

**Policy:** Pre-issued checks are discouraged and will be permitted where an emergency exists, law requires, or a significant benefit accrues to the City. Pre-issued checks must have written approval of the requesting Department Head, Director of Finance and City Manager.

**Procedure:** Pre-issued checks may be issued only under the following circumstances.

1. Replacement of a check that has already been approved that is found to contain an error and has been voided (see voided check section), in which case the new check should be referencing the original check.
2. When a previously issued warrant has been lost and a request for stop payment has been processed in the bank.
3. A pre-issue check request form has been submitted by the appropriate department head along with the regular check request form, giving justification for requesting an immediate payment.
4. When pre-issue is submitted, all expenses and projects should have been approved prior to payment.
5. The Finance Department should be notified of each pre-issue check to ensure that the account number and the budget is accurate.



#### Section IV.D: Void & Cancelled Checks

**Purpose:** To establish procedures for the proper accounting and internal control for voiding and cancelling checks

**Policy:** All checks will be voided or canceled on a timely basis to maintain timely and accurate expenditure records. Checks may be voided for such reasons as printing errors, assignment of incorrect warrant numbers and other occurrences which make the warrants unusable for issuance as a negotiable document.

**Procedures:** A voided check is one which has been processed by or recorded in the system and has not been issued, including those that were damaged in the printing process, or has been returned to the City. A cancelled check is a check that is not in the possession of the City. For the purposes of this policy, the terms "void(ed)" and "cancel(ed)" are synonymous.

Accounts Payable (AP) shall present the original check to the accountant for approval to void and re-issue the check. All computer-generated checks will be re-entered into the system as voided.

1. The original check, if available, shall be clearly marked "VOID" to prevent its use. The original voided check shall be copied and then placed in a file with all the other original cancelled checks for a proper audit trail.
2. When voiding a check, the "Void & Re-issue Check Form" must be filled out by the AP Division stating the reason for void and/or re-issue.
3. In the situation that a re-issue is taken place, AP must verify with the accountant to confirm if the check has not been cleared and payment must be stopped in the bank. The Stop Payment confirmation must be attached as supporting documents.



#### **Section IV.E: Interfund Transfers and Allocated Costs**

**Purpose:** To establish controls and procedures for transferring cash and allocating expenses between funds

**Policy:** Unless specific time frames are established by City Council or legal requirements, established deposit time frames cash is to be transferred and costs are to be allocated within the following dates: one-fourth of the annual budgeted amount for interfund transfers are to be transferred at the end of each fiscal quarter. Likewise, one-fourth of the annual budget for cost allocations are to be allocated at the end of each fiscal quarter.

**Procedure:** Journal vouchers for interfund transfers and allocated cost will be prepared as follows:

1. Quarterly transfers of cash between funds as specified in the annual budget. In some cases, the budgeted transfers are annual and are to be entered at the beginning of the fiscal year.
2. Transfers of cash relating to budget adjustments must be approved by the City Council and shall be processed during the month when the Council action occurred.
3. Examples of interfund transfers are:
  - a. Vehicle maintenance and operations
  - b. Fringe Benefits
  - c. Liability and worker's compensation expenses
  - d. Indirect cost allocation based upon outside cost allocation study



## **Section IV.F: Stale Dated Checks**

**Purpose:** To establish a policy and procedure for accounting and internal control of stale dated checks

**Policy:** Any accounts payable and payroll check issued by the City and is uncashed 90 days after its issue is considered “stale dated” and is to be written off.

**Procedure:** General Accounting is responsible for reconciling all bank accounts monthly. The list of outstanding checks for each bank account must be reviewed to identify any stale dated checks.

General Accounting will provide the outstanding stale dated check information to either Accounts Payable or Payroll and confirm that the check has not been cashed yet and whether a stop payment has been processed by the bank. The respective outstanding check will be canceled, voided, and written off through the system.

### **Outstanding Stale Dated Payroll Checks**

1. Payroll will determine if the check was issued to a current or former employee.
2. If the employee is current, he or she will be informed of the stale dated check that was written Void & Re-issue Form. If the employee submits the form with the original check, the returned check will clearly be marked “VOID” and filed with the affidavit.
3. In the case of a former employee, Payroll will provide stale dated check information to Human Resources, who will then contact the former employee to notify them of the situation. The Void & Re-issue form shall be filled by Human Resources and then forwarded to Payroll.
4. The reissued payroll check will be processed during the next regular pay cycle.

### **Outstanding Stale Dated Accounts Payable Checks**

1. Should a vendor contact the City to request a replacement check, Accounts Payable shall provide the vendor with an affidavit and submit a stop payment through the bank. The original check, if returned, will be clearly marked “VOID”, and filed with the form.
2. The reissue will be processed during the next regular check run unless a pre-issued check following Section IVC procedures is requested.

If the bank inadvertently pays a check that has been voided, cancelled, or written off after a stop payment has been processed, General Accounting will prepare a journal entry to re-record the general ledger distribution of the original check.



If the bank inadvertently pays a check that has been voided, cancelled, or written off after a stop payment has been processed and a replacement check has been issued and cashed, General Accounting will work with the respective Finance function, Accounts Payable or Payroll to contact Affiant to seek reimbursement.



## **V. Purchasing**



## Section V.A: Purchasing Manual

**Purpose:** To establish procedures for implementing the City's purchasing regulations as specified in the City's Municipal Code Title 2: Administration, Chapter 5: Purchasing System. To facilitate internal control and preparation of purchase orders.

**Policy:** The purchasing manual will provide guidelines and detailed procedures to ensure that the intent of the City's ordinance will be met. The Director of Finance will ensure that the City's Executive team understands and enforces the procedures detailed in the manual and that the manual is kept up to date on a regular basis.

All purchases of goods and services of more than two thousand dollars (\$2,000.00) shall be evidenced by a completed purchase order. Purchases that exceed fifteen thousand dollars (\$15,000.00) must be approved by the City Council.

### Procedure:

Purchases less than \$2,000 do not require a purchase order. For procurement purposes, any one-time payment or multiple payments (made to the same third-party vendor) totaling less than \$2,000 is considered a direct payment. These payments require an invoice attached to a check request and department head signature.

All purchases of supplies, equipment and services between \$2,000 and \$15,000 require the issuance of a purchase order in order to ensure that budget is available and that the City is authorized to pay. A purchase order must be requested and issued before the actual purchase is made. Purchases greater than \$2,000 without an approved purchase order must be approved by City Council at a scheduled meeting before invoice payment can be processed.

Before the order is placed, a Requisition Request Form must be filled with the following basic information:

1. Vendor Name
2. Vendor Address
3. Date
4. Shipping Address
5. Description of items to be purchased
6. Quantity
7. Price per quantity
8. Total amount
9. Account Number

Any purchase order request between \$2,000 and \$5,000 requires one quote and Department Head approval. Requests between \$5,000 and \$15,000 except for Public Works contracts require three informal written quotes, Department Head approval and City



Manager approval. Departments must review the basic information listed above, account coding accuracy and budget availability. The Department Head will use prudent judgement and comparative pricing whenever practical. The purchase shall be awarded to the qualified person or firm submitting the lowest quotation. A requisition request form without sufficient information, supporting document and/or budget availability will be returned to the respective department.

All purchase orders, regardless of the amount, are reviewed by the Finance Director prior to issuance of a purchase order number.

Purchase orders are not required for utility type payments (e.g. phone, electricity, water, etc.).

### **Formal Bidding Procedures**

**Public Works Contracts:** Public Works contracts above \$5,000 must be formally bid. Public work is any work of improvement contracted for a public entity [Civ. Code 3100]. A work of improvement includes, but is not restricted to, the construction, alteration, addition to or repair, in whole or in part, of any building, wharf, bridge, ditch, aqueduct, well, tunnel, fence, machinery, railroad or road, the seeding, sodding, or planting of any lot or tract of land for landscaping purposes, the filling, leveling or grading of any lot or tract of land, the demolition of buildings, and the removal of buildings. Except as otherwise provided, a work of improvement includes the entire structure or scheme of improvement as a whole [Civ. Code 3106].

**Goods and Equipment:** Purchases for goods and equipment over \$15,000 require a formal bid. Notices requesting proposals shall be published in general circulation and posted on the City's website. An award shall be given to the lowest qualified proposal by City Council.

**Contracts and Agreements Approved by Council:** Purchases and contracts for services of greater value than \$15,000 shall be by written contract with the person or firm submitting the lowest qualified proposal. Notices requesting proposals shall include a general description of the services to be provided and published in general circulation and on the City's website.

Exceptions to the formal bidding procedures can be made when the City Manager or city Council authorizes the hiring of services for which standard specifications cannot be drawn because of:

1. The nature of the service
2. National association bylaws or professional policies prohibiting competitive bidding
3. The City Manager determines bidding for such services would not be in the best interest of the City and its citizens



4. When subjective criteria are necessary to evaluate the proposals, persons designated by the City Manager shall negotiate for the authorized service.

Proposals shall be submitted whenever practicable from at least three firms, except in those cases where a service firm has established such a successful past history of work with the City that it is clearly in the public interest not to negotiate with any other source. The contract for professional services shall be awarded to the entity that will provide the best possible service to the City for the best value.

Upon City Council approval, departments must submit a Requisition Request Form to AP in order to preserve the budget to avoid over budget situations. The form must include vendor information, a description of services, account number and amount and then must be approved by the Department Head and City Manager. Departments must attach to the form the contract or agreement, staff report, City Council meeting minutes, and any other related documents. Once approved by the Director of Finance, AP will issue a contract number that shall be used for each invoice corresponding to that contract. If budget appropriations must be made to accommodate the approved service contract or agreement, prior arrangements must be made with the Finance Manager. A request form without sufficient information, supporting document and/or budget availability will be returned to the respective department.

Formal bidding procedures for goods, equipment and services may be waived if:

1. The City Council deems it impractical, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them
2. The purchase is an emergency and time is of the essence. Emergency purchases shall be made in order to preserve or protect life, health or property, because of natural disasters, or to forestall the shutdown of essential public services.
3. The vendor is a sole source as referenced in Section VB, where only a single vendor can reasonably provide the service, product or project being purchased.

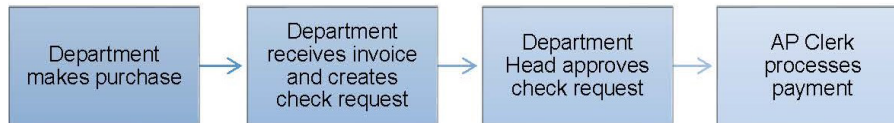
The department shall always negotiate with vendor/contractor for lower prices.

If adjustments, including increase, decrease, closures, etc., must be made to an existing purchase order or contract encumbrance, the Department must issue a signed memorandum to AP detailing the reason for said adjustments. City Manager approval is required if AP deems necessary.



## AP Workflow

### Less than \$1,000



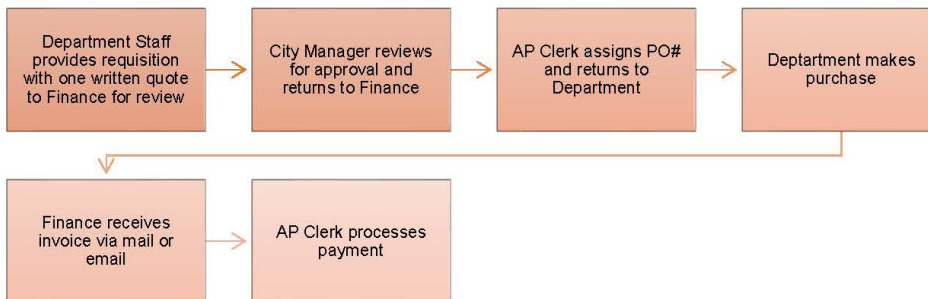
Check Request Form

### Between \$1,000 and \$2,000



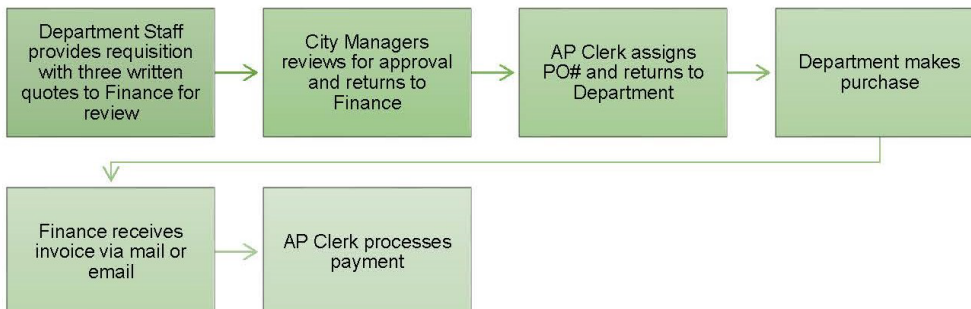
Requisition Form

### Between \$2,000 and \$5,000

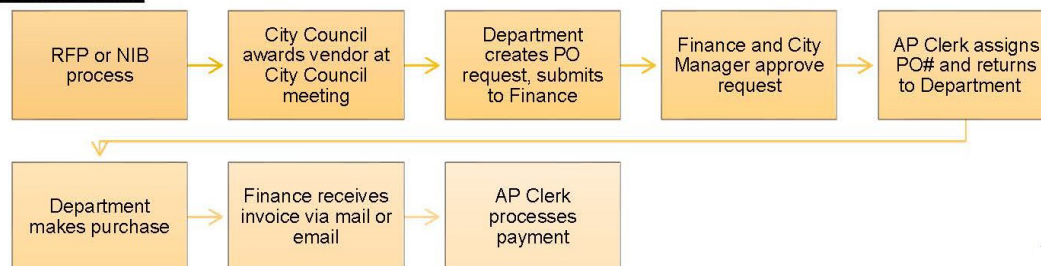


Requisition Form & Encumbrance/PO assigned

### Between \$5,000 and \$15,000



### Over \$15,000



Revised 07/13/2023AP

AP Emails: All emails sent regarding requisitions should have "Requisition: Vendor Name" in subject line.



## Section V.B: Sole Source

**Purpose:** To define the justifications for using sole source to waive procurement policies

**Policy:** Sole source purchases, while may be occasionally necessary and desirable, should not be abused or used as a means of avoiding effort. Sole source purchases should be made in accordance with the following guidelines.

**Procedure:** A monopoly (sole source) is an "Exclusive control of the supply of any commodity given market. If there exists more than one manufacture/source in a given market, a monopoly does not exist." Sole source purchase can be awarded without bidding when the item can be obtained from only one source, and the item does not economically lend itself to substitution. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

### **Commodities**

General Considerations. Department must demonstrate that the commodity:

1. Is available from only one source (e.g., proprietary to a manufacturer, distributor, and/or reseller, etc.)
2. Is the only brand that meets the qualifications or specifications of the department?
3. Is a brand that must match or inter-member with an existing system, and cannot be substituted without replacing the system, resulting in significant costs to the City.
4. If purchased, will avoid other costs (e.g., data conversion, training, purchase of additional hardware, etc.)
5. Is needed on an emergency basis, and time does not permit a solicitation.

**Justification:** Department must submit adequate documentation with their requisition, explaining the basis for a sole source purchase. Inadequate information may result in the rejection of the purchase order.

Department shall provide responses to the following questions:

1. What is being requested?
2. Why is the product needed? - How will it be used?
3. Is this brand of product the only one that meets the user's requirements?
4. If yes, what is unique about the product?



5. Have other products/vendors been considered? If yes, which product/vendors have been considered and how did they fail to meet the user's requirements?
6. Will purchase of this product avoid other costs, e.g., data conversion, training, purchase of additional hardware, etc.?
7. Is the product proprietary or is it available from various dealers? Have you verified this?
8. Discounted price. Does the City obtain a special discount or is pricing not available to the private sector? How does City pricing compare with other governmental entities?
9. What is the dollar value of existing equipment and the purchase order number for the existing equipment? (Applicable to sole sources based on match and inter-member i.e., maintenance of proprietary computer software, or purchase of a part/component designed for a specific piece of equipment).

### **Consulting Services**

General considerations for justifying sole source consulting services are more complicated than for commodities. The following factors shall be used to justify sole source services:

1. No other vendor offers a service or employs personnel meeting the minimum requirements.
2. The department's required time frame for project completion is critical and cannot be exceeded without extreme hardship.
3. The cost to continue with the same consultant is less than the cost for any other consultant due to the time necessary to get up to speed (learning curve) with the project.
4. A unique and proprietary solution has been offered which is determined to be in the best interest of the City.



### **Section V.C: Capital Projects Change Orders**

**Purpose:** To establish a procedure and internal control for the review and appropriate approval of contractor change order requests

**Policy:** All requested project change orders shall be received and either approved or recommended for approval by the City Engineer.

**Procedure:** All requested project change orders shall be recorded on a form approved by the City Manager and shall include the signature of the individual required to approve the change order.

#### **Approval Threshold**

Change orders in the amount of \$5,000.00 or less shall be approved by the City Engineer.

Change orders greater than \$5,000.00 but less than \$25,000.00 shall be approved by the City Manager.

Change orders greater than \$25,000.00 shall be approved by majority vote of the City Council.



### **Section V.D: Capital Project Progress Payments**

**Purpose:** To establish a policy and procedure for the payment for capital projects and retention of security deposits for satisfactory completion of capital projects

**Policy:** Unless otherwise approved by the City Council, payments for capital projects will be made at reasonable intervals in relation to work progress.

In accordance with the City's contract and specifications, the City retains 10% of the payment due to the Contractor, as security deposit to ensure that all contract work is satisfactorily completed, without any liens or claims filed by the subcontractor(s). Security deposits shall be released to the contractor upon the filing of a "Notice of Completion." The City typically releases the retention no sooner than 35 days, subsequent to the City's acceptance of the contract work.

**Procedure:** Ten percent (10%) of each progress invoice will be deducted. All retentions shall be aggregated and paid following a City Council approved notice of completion.



## **Section V.E: Capital Improvement Projects - Escrow Agreement for Security Deposits in Lieu of Contract Retention**

**Purpose:** To establish a procedure and internal control for the recording and processing of escrow agreements for security deposits in lieu of contract retention.

**Policy:** Pursuant to Section 22300 of the Public Contract Code of the State of California, the City is required to provide a procedure whereby a contractor can utilize an escrow agreement in lieu of security deposits being deducted from progress payments and being retained by the City. The Finance Director or his/her designee shall have authorization to enter into an escrow agreement in lieu of security and to release funds from the escrow account; the City Clerk or his/her designee shall be responsible for receipts of the escrow agreement.

### **Procedure:**

#### **Progress Payments**

Progress payments for construction contract services shall be made as approved by the appropriate Project Manager. Payments will be based on 90% of completed work. The City shall retain 10% of each progress billing as security for the fulfillment of the contract by the contractor.

#### **Substitution of Securities**

In accordance to Senate Bill 835, contractors can request the establishment of an escrow account equal to the contract retention at their own expense. The City shall make payment of funds, which otherwise would have been withheld from the progress billing, pursuant to the requirements of Government Code Section 4590. However, Section 4590 does not specify the mechanics of the escrow process.

On January 1, 1987, Senate Bill 2374 became effective, SB 2374 amended Section 4590 of the Government Code by making a standard escrow agreement statutory. The City Attorney approved and the City adopted the standard agreement.

According to Section 22300 of the Public Contract Code of the State of California that implemented Senate Bill 2374, features the following securities:

The contractor shall establish an escrow account with a State or federally chartered bank as the escrow agent. Eligible securities include; Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or other security as mutually agreed to by the Contractor and the City.

Security placed in escrow shall be of equivalent value to the amounts of retention to be paid to the Contractor.

The Contractor shall be the beneficial owner of the securities and will receive the interest



on securities held while the City has control over the disbursement of securities as retention through the escrow account.

#### **Establishment of an Escrow Agreement**

At the Contractor's request, the standard Escrow Agreement is forwarded to the Contractor. At the Contractor's expense, the escrow account shall be established with three (3) executed copies which are originally signed by the Contractor and escrow agent, then returned to the Director of Finance.

The Director of Finance or his/her designee shall approve all three copies on behalf of the City. The City Clerk or his/her designee shall witness them. One original shall be retained in the City Clerk's Office, one original shall be returned to the Contractor and the other original submitted to the Escrow Agent.

The Director of Finance or his/her designee shall authorize the release of funds from the escrow account to the Contractor. Copies of all documents related to the above subject shall be retained with the Director of Finance or his/her designee and be forwarded to the Project Manager or his/her designee in a timely manner to ensure control and compliance.

#### **Partial Release of Funds**

With the Project Manager's concurrence, the Contractor may request a withdrawal of part of the principal in the escrow account based on performance. The escrow principle shall exceed 10% of the total work completed. The Director of Finance or his/her designee shall authorize a written notice for partial release of funds to forward the escrow agent.

#### **Termination of Escrow Agreement**

Proceeding thirty-five (35) days after the contract is complete, the Contractor shall submit to the City a written notice to withdraw the entire principal in the escrow account. The Finance department shall verify with the Project Manager that the Contractor has complied with all requirements and procedures applicable to the contract and the Director of Finance or his/her designee shall approve the written notification to terminate the Escrow Agreement.



## **Section V.F: Procedures for Compliance with the Davis Bacon Act and Other Federal State Requirements for Construction Projects**

**Purpose:** To establish procedures in compliance with Federal and State wage rate, benefits, job class and civil rights requirements for construction projects

**Policy:** The City of Huntington Park is committed to compliance with all laws and regulations affecting construction projects.

### **Procedure:**

#### **Projects Subject to Compliance Requirements**

1. Projects budgeted with federal funding
2. Contractors or subcontractors who are or have been the subject of complaints of labor standards compliance

#### **Compliance Testing Procedures**

**Certified Payroll Reports:** Under the DBRA, covered contractors must maintain payroll and basic records for all laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- a. Name, address, and Social Security number of each employee
- b. Work Classifications for each employee
- c. Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- d. Daily and weekly hours
- e. Deductions
- f. Actual wages paid
- g. If applicable, detailed information regarding various fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected.

**Reporting:** Interviews are held at the job site weekly for most projects, and monthly for small projects, and monthly for projects with little or no turnover in contract employees. At least one worker from each job class is interviewed by a project management staff for compliance with EEO apprenticeship and prevailing wage requirements.



**Apprenticeship Compliance:** The contractor, subcontractor or the authorized officer who supervises the payment of wages must sign the weekly statement. Statements of Compliance are to be made on the form WH-347 "Payroll (For Contractors Optional Use)" or on any form with identical wording. This must be completed within seven days after the regular pay date for the pay period.

**Prevailing Wage Compliance:** Project management staff compares the rate indicated in the weekly reports, the daily inspection reports and the job-site interviews with the prevailing wage rates published by the California Director of Industrial Relations. The Project Manager responsible for the project maintains weekly logs of compliance testing.

**Response to Noncompliance:** Project management staff notifies contractors if an incidence of noncompliance is discovered. The contractor must submit a revised Certified Payroll Report for the period of noncompliance or evidence that a supplemental payment was made to the employees not in compliance. Until full compliance has been verified, a daily penalty per employee is assessed and withheld from payment to the contractor. The amount of the daily penalty is set by the California Department of Industrial Relations. Penalties assessed and collected are remitted to the State of California.



## Section V.G: Procurement Standards for Federal Awards

**Purpose:** The objective is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction and repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

### Policy:

- A. Application of Policy.** This policy applies to contracts for construction or repair or for the procurement of goods or services that are funded in whole or in part by federal funds, direct or reimbursed, including contracts under grants and loans where the City is a sub- grantee or sub-recipient of federal funds (collectively, "**Federal Contracts**"), except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F. R. Part 200.

All Federal Contracts are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass- through agency that awarded the funds. The requirements of this Policy also apply to any subrecipient of federal funds. City departments may adopt additional policies to the extent required by a particular federal agency or federal grant, and in the event of a conflict the departmental policies shall take precedence over this Policy. The City department that received the federal funding for the Federal Contract is responsible for ensuring compliance with this Policy and all other grant requirements.

- B. Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-327 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The City will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the City have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

- C. Approval and Modification.** The procedures and requirements contained in this Policy are administrative and may be changed by the City's staff as necessary to comply with state and federal law.

### Procedures:

The following standards and procedures apply to all Federal Contract solicitations:



**A. Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. City departments should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other City departments and/or agencies that have similar needs to consolidate procurements and services to obtain better pricing.

**B. Cost Reduction.** City departments are encouraged to use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. City departments are further encouraged to use value engineering clauses in Federal Contracts for construction or repair that are of sufficient size to offer reasonable opportunities for cost reductions.

**C. Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders or proposers must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that unduly restrict competition.

**D. Notice of Federal Funding.** All bid solicitations for Federal Contracts must acknowledge the use of federal funding. In addition, all prospective bidders or proposers must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

**E. Compliance by Contractors.** All Federal Contract solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.

**F. Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition, leaving the determination of how they reach the required result to the Federal Contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.

**G. Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.

**H. MWSBE Participation.** For all Federal Contract procurements that equal or exceed the Micro-Purchase Threshold (currently \$10,000), the City department responsible for the solicitation must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:



- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this Section.

**I. Documentation.** City departments must maintain records detailing the history of all Federal Contract procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, Federal Contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase orders, and the Federal Contract. All documentation relating to the award of any Federal Contract must be made available to the granting agency upon request.

**J. Cost Estimate.** For all Federal Contract procurements that are expected to equal or exceed the Simplified Acquisition Threshold (currently \$250,000), the City department responsible for the procurement shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction or repair contracts may be developed by the project designer.

**K. Open Competition.** Solicitations shall be prepared and conducted in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.

**L. Geographic Preference.** No geographic preferences may be imposed in awarding Federal Contracts except to the extent permitted by federal law.

**M. Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist



in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such procurements.

**N. Employees' Conflict of Interest.** No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a Federal Award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Employees who fail to comply with this policy may be subject to disciplinary action and criminal prosecution.

**O. Prequalification.** All lists of prequalified bidders must be kept current and must include enough qualified sources to ensure maximum open and free competition. Potential bidders shall not be precluded from qualifying during the solicitation period.

**P. City Council Approval.** Unless otherwise Council approval for a Federal Contract is required by this Policy, or by federal or state law, the thresholds established by City Council from time to time will determine when City Council approval for a Federal Contract is required.

**Q. Procurement of Recovered Materials.** The City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **Requirements Applicable to All Federal Contracts**

All Federal Contracts will comply with the following requirements:

**A. Contract Award.** Federal Contracts shall be awarded only to responsible contractors possessing the ability to perform successfully under the terms and



conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Purchase Contracts and Construction Contracts that exceed the Micro-Purchase Threshold will be awarded to the lowest responsive, responsible bidder.

- B. Fixed Price.** Federal Contract solicitations must state that bidders and proposers shall submit bids and proposals on a fixed price basis and that the Federal Contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost Federal Contracts are prohibited. Time and materials Federal Contracts will not be used unless no other form of contract is suitable and the Federal Contract includes a "not to exceed" amount. A time and materials Federal Contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds. Additionally, if a time and materials Federal Contract is awarded the City department administering the contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- C. No Evasion.** No Federal Contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- D. Contract Requirements.** All Federal Contracts shall be in writing and shall include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II. Federal Contracts shall further include provisions to comply with 2 C.F.R 200.315 regarding intangible property and the federal government's right to data produced under a Federal Contract.
- E. Debarment.** No Federal Contract shall be awarded to a contractor included on the federally debarred bidder's list. Department staff will double check with Sam.Gov to make sure the contractor is registered on the site and in good standing before awarding the contract. If the intended contractor is not registered or is registered but not in good standing the Department staff will not be able to award the contract.
- F. Contractor Oversight.** The City department administering the Federal Contract must maintain oversight of the Federal Contract to ensure that the contractor is performing in accordance with the Federal Contract terms, conditions, and specifications.

## Specific Procurement Procedures

City departments shall comply with this Section in soliciting bids and proposals for



Federal Contracts. Solicitation requirements depend on the type of Federal Contract, which types include:

- Contracts for construction or repair work ("**Construction Contracts**");
- Contracts for the procurement of apparatus, supplies, materials, or equipment ("**Purchase Contracts**");
- Contracts for the procurement of architectural, engineering or surveying services ("**A/E Contracts**"); and
- Contracts for the procurement of services other than A&E Contracts ("**Service Contracts**").

Solicitation requirements also depend on the amount of the Federal Contract, determined by the following thresholds which are set and adjusted from time to time by the Federal Acquisition Regulation at 48 CFR Subpart 2.1:

- **Micro-Purchase Threshold** (currently \$10,000)
- **Simplified Acquisition Threshold** (currently \$250,000)

**A. Micro-Purchase Procedure.** Service Contracts, Purchase Contracts, and Construction Contracts that do not exceed the Micro-Purchase Threshold (currently \$10,000) shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)(1)) as follows:

1. The Federal Contract may be awarded without soliciting pricing or bids if the price of the goods or services is reasonable based on research, experience, purchase history, or other information, and documents it files accordingly.
2. To the extent practicable, purchases must be distributed among qualified suppliers.

**B. Small Purchase Procedure.** Service Contracts, Purchase Contracts and Construction Contracts that exceed the Micro Purchase Threshold (currently \$10,000) but are less than the Simplified Acquisition Threshold (currently \$250,000) shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(a)(2)) as follows:

1. Obtain price or rate quotes from at least three (3) qualified sources.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids.

**C. Sealed Bid Procedure.** Purchase Contracts and Construction Contracts that equal or exceed the lower of the Simplified Acquisition Threshold (currently \$250,000) shall be procured using a combination of the most restrictive requirements of the Uniform Guidance Sealed Bid Procedure (2 C.F.R. § 200.320(b)(1)). The Sealed Bid Procedure must also be used for Service



Contracts over the Simplified Acquisition Threshold (currently \$250,000) when complete specifications are possible, a fixed price contract is feasible, and selection can be made principally on price.

**The Sealed Bid Procedure requirements are:**

Bids must be solicited from at least three (3) qualified sources, providing them sufficient response time prior to the date set for opening the bids and the invitation for bids must be publicly advertised.

1. Cost or price analysis is required prior to soliciting bids. (This cost estimate may be provided by the project designer.)
2. Complete specifications or purchase description must be made available to all bidders.
3. The Contract must be fixed price (lump sum or unit price).
4. The solicitation must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening, except to the extent electronic advertising has been authorized by City Council. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to City Council the right to reject any or all bids only for sound documented reasons.
5. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
6. Open bids at the public bid or proposal opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed, and a minimum of 2 bids must be received in order to open any bids.
7. Award to the lowest responsive, responsible bidder. Bids may be rejected only for sound documented reasons. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
8. For Construction Contracts, a 5% bid bond is required of all bidders. Additionally for Construction Contracts, performance and payment bonds of 100% of the Federal Contract price is required of the winning bidder.

**D. Competitive Proposal Procedure.** Service Contracts that equal or exceed the Simplified Acquisition Threshold (currently \$250,000) may be procured using the Uniform Guidance Competitive Proposal Procedure (2 C.F.R. § 200.320(d)) when complete specifications are not possible, a fixed price contract is not feasible, or it is not in the best interest of the federally funded program to make the selection principally on price. The Competitive Proposal Procedure is generally used when conditions are not appropriate for the use of sealed bids.



**The Competitive Proposal Procedure requirements are:**

1. The Request for Proposals (RFP) must be publicized. Formal advertising in a newspaper is not required so long as the method of advertisement will solicit proposals from at least three (3) qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify all evaluation factors and their relative importance in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must perform a cost or price analysis in connection with every proposal in excess of the Simplified Acquisition Threshold (currently \$250,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular proposal situation, but as a starting point, must make independent estimates before receiving bids or proposals., when applicable.
6. Must have a written method for conducting technical evaluations of proposals.
7. Award to the responsible proposer whose proposal is most advantageous to the program with price and other factors considered.

**E. A/E Contracts** shall be procured using the Uniform Guidance “proposals” procedure (2 C.F.R. § 200.320(b)(2)) as follows:

1. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from at least three (3) qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify all evaluation factors and their relative importance in the RFQ.
4. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
5. Consider all responses to the publicized RFQ to the maximum extent practical.
6. Must perform a cost or price analysis in connection with every RFQ in excess of the Simplified Acquisition Threshold (currently \$250,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular RFQ situation, but as a starting point, must make independent estimates before receiving bids or proposals, when applicable.
7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the Federal Contract given the nature and



size of the project.

8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully completed, repeat negotiations with the second-best qualified firm.
10. Award the Federal Contract to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated.

## Exceptions

Noncompetitive procurements are allowed **only** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

- a. **Sole Source:** when the item is available from only one source. The City department responsible for the solicitation shall document the justification for and lack of available competition for the item. A sole source Federal Contract must be approved by City Council.
- b. **Public Exigency:** when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from competitive bidding.
- c. **Inadequate Competition:** when competition is determined to be inadequate after attempts to solicit bids from at least three (3) sources.
- d. **Federal Contract:** when the purchase is made from a Federal Contract available on the U.S. General Services Administration schedules of Federal Contracts.
- e. **Awarding Agency Approval:** with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the Federal Contract without competition is consistent with state law.



## **Section V.H: Credit Card Policy**

**Purpose:** To establish a policy with procedures under which departments will control the use of City issued credit cards. The procedures are intended to accomplish the following:

1. To ensure that the procurement with City credit cards is accomplished in accordance with the policy and procedures established by the Finance Department
2. To ensure appropriate internal controls are established within each department, procuring credit cards so that they are used only for authorized purposes.

**Policy:** The City issues credit cards to designated department heads for the efficiency of facilitating certain expenses. However, the credit card is not intended to substitute the purchasing policy through purchase orders in the normal course of daily operations. The credit card holder will be responsible for ensuring that all purchases are in alignment with City's policies and that appropriate budgets are in place on all purchases, making transfers to cover expenses, if necessary.

### **Authorization**

Department heads who wish to have credit card privileges must receive approval from the City Manager and the Director of Finance. Authorized users shall acknowledge the credit card policy and then complete an application with Finance.

### **Use of Credit Card**

The credit card must be used for official City business only. Usage of the City's credit card is allowed at the discretion of the City Manager and the Director of Finance.

When using the credit card, the user should ensure that the purchases are within the budget limits to the City's procurement policies.

The credit card shall not be used for any personal purchases of any kind. Use of the credit card for personal purchases or expenses with the intension of reimbursement to the City is prohibited. Any employee who uses a City credit card for personal use shall be responsible for reimbursing the City for all costs associated with the purchase and may have their card immediately revoked.

Cardholders are responsible for the security of their credit card and all precautions shall be taken to maintain the card's confidentiality. In the event of lost or stolen cards, the cardholder must notify the credit card company and the Director of Finance immediately.

Any rewards or privilege points that are accumulated through the City's credit card are the sole ownership of the City and redemption will be used for city-wide purchases, as approved by City Manager.



Employees issued City credit cards must return the credit card immediately upon termination of his or her employment or service with the City of Huntington Park. The Finance Director will notify the credit card Issuer and the Cardholder's card will be immediately deactivated. A cardholder who fraudulently uses the Credit Card after separation from the City will be subject to legal action.

Any department wishing to use the credit card must fill out the Credit Card Request Form. They must state all information necessary and return the credit card the same day along with the receipts. The department head must sign and must be approved by the Director of Finance.

### **Allowable Expenses**

Designated City employees will have the ability to charge expenses incurred during City travel, local business events, and goods or services under \$2,000 that cannot be procured through normal procedures. All goods and services purchased by the City must be acquired through credit extended by the City's vendors to the City whenever possible and paid by approved invoice within the agreed credit terms of the vendor.

Examples of expenses allowable through the City credit card include:

- Office supplies that are proven to be less costly and cannot be purchased through normal invoice procedures
- Subscriptions and publications
- Travel expenses such as airline tickets, meals and hotel reservations pursuant to current GSA per diem rates, gas, parking, conference registration fees and training
- Special event meals & supplies: City Council meetings, training sessions, City Manager meetings, and employee recognition events that have been pre-approved in writing by City Manager

Prohibited expenses include:

- Alcoholic beverages and tobacco products
- Gift cards
- Gambling items: lottery tickets, casino chips, etc.
- Weapons, ammunition, and related accessories
- Cash advances, Foreign Currency, Money Orders, Travelers Checks, Wires Transfers, Saving Bonds
- Cellular Phones and/or related monthly service charges
- Professional/Consultant services
- Instructors, speakers, and performers
- Personal entertainment expenses and all personal items
- Spouse or family members' travel costs
- Transportation fares for entertainment purposes (i.e. movies, restaurants, etc.)
- Air travel insurance
- Laundry, dry cleaning and pressing of clothing
- Sponsorships or charitable contributions



- Expenses incurred for the purpose of attending political events
- Purchases or split purchases that circumvent the City's procurement policies
- Any other expenses not deemed necessary to conducting company business

Cardholders who receive per diem for City business travel cannot have a meal paid for by credit card. Either the credit card expenses or the per diem, whichever one is greater, must be reimbursed to the City.

**Procedures:**

It is important that cardholders adhere to the following procedures. Failure to keep adequate receipts or frequent abuse of these provisions are grounds for rescindment of the credit card.

1. Upon receipt of the credit card statement provided by Finance, the cardholder is responsible for reviewing all credit card transactions, completing a Credit Card Expense Report and attaching the corresponding backup documents along with a copy of the statement.
2. Any time a purchase is made using the credit card, the cardholder must obtain a copy of the receipt. The cardholder must retain itemized receipts of all purchases made on the credit card. A receipt presenting only a summary total will not be acceptable.
3. If the cardholder does not have a receipt or documentation to submit with the statement, a memo that describes the item, date of purchase, merchant's name, and an explanation for missing support documents must be approved by the Director of Finance. Recurrent instances of missing documentation will result in the cancellation of the cardholder's credit card.
4. The City Manager shall review and approve all expense reports submitted. Approved expense reports, signed by both the cardholder and City Manager, are due back to Finance within 10 days of receiving the statement. It is the cardholder's responsibility to submit reports and supporting documents in a timely manner. Late submissions will hold the department responsible for any resulting interest or late charges.
5. All meals charged to the City credit card require names of individuals in attendance and business purpose to be submitted along with the credit card expense report and related supporting documents.
6. If there is a question regarding a purchase, it is the Finance Department's responsibility to talk with the department head of the cardholder. The Department Head shall provide written authorization obtained from the City Manager prior to the purchase of any items the Director of Finance, or designee, determines are not allowable under this policy.



7. It is each user's responsibility to follow up on any erroneous charges, returns or adjustments to ensure proper credit is given on subsequent statements. When issued a reimbursement or credit, the cardholder shall not accept cash refunds.

The bank only offers a short period to make a time payment. Each credit cardholder must submit the expense report by the due date, issued by the AP Division at the beginning of each month.

Purchases made under this credit card policy shall comply with the City's Purchasing Policy. Card user violations of this policy regarding the purchase of goods or services will be investigated and may result in any or all of the following actions, but not limited to: written warning, revocation of credit card privileges, cancellation of delegation of purchasing authority, disciplinary action, termination and/or criminal prosecution.

The City Manager, Director of Finance or designees have the authority to investigate and determine whether a violation of purchasing or credit card policy has occurred and to establish the action deemed most appropriate pursuant to applicable law and/or City's policy.



## **City of Huntington Park Acknowledgement of City Credit Card Policies and Procedures**

I, hereby have read and understand the provisions under the City's credit card policy and acknowledge receipt of a City of Huntington Park Credit Card.

As a cardholder, I agree to comply with the City's credit card policies and procedures. I accept responsibility for the protection and proper use of this card as outlined in the policy. I understand that I am responsible for retaining all receipts for processing the Finance Department and that failure to provide receipts may result in rescindment of the credit card. I understand that I CAN NOT use the credit card for personal use even if the intent is to reimburse the City.

I further understand that improper use of this credit card may result in disciplinary action, up to and including termination of employment. Upon separation from the City, I agree to allow the City of Huntington Park to collect any amounts owed by me even if I am no longer employed with the City. If the City initiates legal proceedings to recover amounts owed by me, I agree to pay all legal fees incurred by the City in such proceedings.

I understand the City may terminate my rights to use this credit card at any time for any reason. I agree to return the credit card to the City of Huntington Park immediately upon request or upon termination of employment.

\_\_\_\_\_

Cardholder

\_\_\_\_\_

Date

\_\_\_\_\_

Director of Finance

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

\_\_\_\_\_

Date



## **VI. Travel Policy**



## **Section VI.A: Attendance at Out-of-Town Conference and Seminars**

**Purpose:** To memorialize City policy regarding reimbursement to City Staff and Elected Officials for expenses incurred at out-of-town conferences and/or seminars

**Policy:** In addition to policies and procedures established elsewhere, no reimbursement shall be made to any City Staff member, Commissioner, or elected representatives unless attendance has been approved in advance by City Council through resolution or specific minute motion.

**Procedure:** Please refer to Section VIB for the City's Travel Policy.



## Section VI.B: Travel Policy

**Purpose:** To provide policy guidelines and a procedure for the authorization and reimbursement of City related expenses incurred by Council Members, staff and others doing the City's work in conformance with Federal and State rules and regulations

**Policy:** The City of Huntington Park (City) authorizes travel only when necessary and in the best interests of the City. The City will reimburse ordinary, necessary and reasonable business expenses incurred in connection with official responsibilities performed on behalf of City, in accordance with established policies and procedures.

All travel is to be authorized in advance of the date of travel by the Department Head and further authorized by the City Manager, if necessary. Employee expenses will only be approved as they are necessary to further the accomplishment of business goals and objectives. This policy shall govern all requests for expense reimbursement including requests by City elected officials, appointed officials and employees. Nothing in this policy is intended to supersede City's collective bargaining agreements. All travel is subject to the availability of funds for travel.

Travel is defined as a destination outside of a fifty (50) mile radius of the regularly assigned worksite. Allowable purposes for travel include, but are not limited to the following:

1. Activities that potentially increase City revenues, decrease costs, or enhance the quality, productivity and/or effectiveness of services and programs.
2. Federal and State of California legislative activities
3. Intergovernmental relations to ensure compliance with Federal and State regulations
4. On-site inspections related to procurement, methods, procedures and operation techniques
5. Specific seminars, workshops or training programs that are not provided within the Los Angeles area
6. Educational and career development seminars and workshops designed to improve staff skill and information levels

The traveler is responsible for making his or her own travel arrangements, including purchasing airline tickets, paying registration fees and hotel deposits. Travelers should make arrangements as far advanced as possible, preferably at least 30 days in advance, in order to take advantage of the lowest possible airfares, group lodging rates and early



registration discounts. Business travel shall be booked based on the most economical means to carry out City business. First class and business class tickets are prohibited. Lodging expenses must be reasonable and as economically feasible as possible.

Cash advances are not available for travel, mileage, or business expenses. All reimbursements will be provided only after travel has taken place and completed expense reports are submitted with necessary supporting documentation. Airfare and lodging expenses may be paid using the City's credit card or through the Accounts Payable (AP) process, in advance, to secure reservations, pursuant to the policies detailed below.

## **Travel Expenses**

### **I. Lodging**

Lodging expenses are charges that incurred during City business travel requiring overnight stay. Whenever possible, the traveler shall secure the group conference rate made available through the sponsoring organization. Should the rate not be available, the traveler shall stay at the hotel the travel event is being held at in order to reduce ground transportation expenses. The cost of lodging in connection with the travel purpose should not exceed the group rate published by the sponsor organization if such rates are available at the time of booking. Travelers should request the government rate or the lowest possible rate, pursuant to the max lodging rate established by the U.S General Services Administration (GSA) for the area in which travel occurs. The rate can be found on the GSA website: [www.gsa.gov](http://www.gsa.gov).

If travel is no longer necessary, the traveler is responsible for canceling the room reservation in a timely manner to avoid incurring "No Show Penalties" and will not be reimbursed for such penalties. The traveler may be reimbursed if the circumstances were beyond his or her control as documented in a justification memo approved by the respective Department Head.

The City will not reimburse employees for lodging expenses incurred by family members when an employee's family accompanies him/her, or for any additional guests in the same room. The City will pay for lodging for the evening preceding or subsequent to a meeting or business event when the employee would have to travel at unreasonably early or late hours to reach his/her destination

### **II. Transportation**

#### **Vehicle Use**

Whenever practical and available, employees are encouraged to use City automobiles to conduct local City business. Use of City vehicles is limited to official business only. Employees who utilize a City owned vehicle must possess a valid driver's license during the use and must operation the vehicle in accordance with all regulations. Non-City employees or non-governmental officials should not be transported as passengers in City



vehicles.

When a Department Head determines that a City vehicle is not available and an employee is approved to use his or her own personal vehicle, the employee is eligible for mileage reimbursement at the prevailing Internal Revenue Services (IRS) rate. The mileage reimbursement rate covers the costs of insurance and deductibles in case of accident as well as fuel and normal wear and tear. Therefore, primary insurance and deductibles coverage for personal vehicle use will be through the traveler's own personal policy. City provides secondary coverage that will cover liabilities in excess of traveler's personal policy when incurred by the traveler in performing his/her City duties.

Travelers should carpool, whenever possible, with other travelers going to the same destination. Parking fees charged at the hotel or conference center will be reimbursed with a receipt. No valet parking will be reimbursed unless it is the only option for parking.

#### Other Forms of Transportation

Airline, train, taxi, rideshare services, bus and watercraft expenditures may be reimbursed if substantiated by receipts. Transportation fares should be the most economical and reasonable and the least expensive method should be used. Consideration should be given to distance, time and total cost to the City. Travelers are to take advantage of existing hotel shuttles/vans, taxi or local mass transit services. Taxis and other local transportation may be utilized to and from the airport, lodging location and conference location. A maximum of 15% gratuity may be reimbursed.

Standard overnight airport parking when travelling outside of the travel radius is reimbursable. The most cost effective long-term airport parking, if necessary, is to be used for travel exceeding 24 hours.

#### Rental Car

Automobile rentals are to be approved by the Department Head only if other transportation methods are not available. Travelers requesting the use of a rental vehicle is responsible for meeting all of the requirements of car rental agency. Charges for rental vehicles may be reimbursed if it is determined that the rental car is more appropriate than other forms of transportation. The IRS mileage rates will not be paid for rental vehicles but fuel expenses evidenced by receipts may be reimbursed.

Use of a rental vehicle is granted in cases where one or more of the following situations are reasonably expected:

- a. Multiple stops within a given area.
- b. Time constraints warrant the use of a rental vehicle.
- c. Inclement weather necessitates using a rental vehicle.
- d. Transporting large boxes or oversize materials necessary for business.



- e. A group of city travelers is attending the same events so that a vehicle rental is more economical than individual transportation charges in total.

A traveler authorized to use a rental vehicle should purchase supplemental insurance coverage offered through a rental agency to include both Collision Damage Waiver (CDW) coverage and Supplemental Liability Insurance (SLI) when available. Primary insurance coverage for rental vehicle will be through the purchased supplemental coverage with secondary coverage from the traveler's own personal policy. The City will provide tertiary coverage that will cover liabilities in excess of traveler's personal coverage and the rental agency's policies.

If traveler is in a rental vehicle on City business and has an accident, traveler is responsible for the deductible in accordance with traveler's personal insurance policy in coordination with the CDW coverage and SLI coverage purchased. In the case of an accident, travelers are to use the following guidelines:

- a. File an accident report with rental agency, traveler's insurance company and/or the police including any back-up documentation and provide copies when submitting an expense report.
- b. Take photos if a camera is available.
- c. Cooperate with City's claims administrator during the investigation and resolution of any third party claim.

Rental vehicles cannot be driven outside the country from which they were rented. Travelers shall wear safety belts and adhere to all safety procedures. All rental vehicles must be refueled before being returned to the rental agency. Authorization for exceptions shall be coordinated through the Finance Department.

### **III. Meals**

Meal expenses are charges for food and non-alcoholic beverages actually purchased and consumed by travelers on official City business and may be reimbursed by using either of two methods: per diem or actual expenses. Per Diem or meal reimbursements are only provided if travel requires an overnight stay.

#### Per Diem

Per Diem is the allowance for lodging, meals and incidental expenses. The City will pay for an employee's meals during business travel, including tax and tips at the per diem meal rates established GSA for the area in which travel occurs. Employees will have the flexibility on how much is spent for each meal as long as the total claim for the day does not exceed the per diem allowance for meals established by the GSA. Receipts are not required. Employees who charge meal expenses using the City's credit card may not



claim per diem meal reimbursement in addition to.

On the first and last travel day, employees are only eligible for 75 percent of the total per diem rate for their temporary duty travel location. Meals provided during the conference or seminar will reduce the total daily per diem reimbursement by the current dollar amount indicated for each meal. Taxes and tips are included in the per diem rate; travelers will not be reimbursed separately for those items. A maximum 15% gratuity may be included on meal expenditures; however, the traveler must not exceed the total meals daily allowance allotment.

If travel begins before 7:00 A.M. breakfast, lunch, and dinner are reimbursed. If travel begins between 7:00 A.M. and 1:00 P.M. lunch and dinner are reimbursed. If travel begins after 1:00 P.M. only dinner is reimbursed.

If travel ends after 9:00 A.M. and before 1:00 P.M. breakfast is reimbursed. If travel ends after 1:00 P.M. and before 6:00 P.M. breakfast and lunch are reimbursed. If travel ends after 6:00 P.M. breakfast, lunch, and dinner are reimbursed.

The determination of when travel begins or ends will be based on the required documents submitted and includes the travel time to and from the airport.

Incidentals, such as miscellaneous low value fees and tips given to servers, porters, baggage carriers, etc., are included in the per diem rate.

#### Actual Expenses

Employees may be reimbursed for the actual cost of travel expenses, including taxes and tips, as opposed to receiving per diem, given that the actual cost is equal to or less than the prevailing per diem rate. Receipts must be provided and attached to the expense report.

#### **IV. Other Travel Expenses**

Other travel expenses are charges incurred as a result of travel other than transportation, lodging and meals. Travelers will be reimbursed for actual and necessary business expenses, provided that such expenses are directly related to the purpose of travel. Employees must provide receipts for reimbursement. Business expenses shall not include the cost of discretionary items intended for the personal benefit or pleasure of travelers, such as magazine or book purchases, movies rentals, in-flight Wi-Fi etc.

Business expenses normally include, but are not limited to, the following:

- a. Conference or seminar registration fees
- b. Telephone or internet charges, if necessary to conduct official City business
- c. Laundry/cleaning services, if necessary and reasonable, for more than five consecutive days of travel



## **V. Prohibited Expenses**

The following are considered non-reimbursable:

1. Personal items and entertainment expenses including in-room movies, spas, gyms, private telephone usage, non-business related transportation costs, etc.
2. Alcoholic beverages
3. Charitable contributions
4. Personal automobile expenses including repairs, traffic citations and insurance
5. Expenses of a spouse, relative, significant other or friend who accompanies the employee to the travel event
6. Expenses incurred for the purpose of attending political events. An event is considered "political" if it is held for the purpose of supporting, opposing, or raising money to support or oppose any candidate, ballot measure, or political party
7. Items not substantiated by receipts, except for per diem
8. Other expenses not deemed necessary to conducting company business

## **VI. Travel Without Overnight Stay**

For travel without an overnight stay, no reimbursement or per diem is provided for meals per IRS regulations.

Meals may be reimbursed if the traveler is attending necessary and reasonable business meetings, in which documentation must be provided including the receipt, name of the organization, participants in the meeting and purpose of meeting. No alcoholic beverages will be reimbursed.

### **Procedure:**

For all travel and reimbursement claims, the employee must submit an Employee Expense Report form signed by the employee and approved by the Department Head and City Manager (if necessary), attaching the required supporting documents. Claims must be turned in within fifteen (15) days of the traveler's return. Expense report shall include:

1. Name of traveler
2. Flyer of conference, training, seminar, etc.



3. Location of travel
4. Travel dates
5. Account number
6. Dollar amounts associated with all expenses
7. Amount of mileage traveled

Trip documentation such as conference schedules, registration forms, completed training certificates and business itineraries must be included. Justification memos are required for instances such as requests for additional travel days or rental cars.

If a personal vehicle is utilized and mileage reimbursement is being requested, the employee is responsible for submitting a commuting to and from addresses and/or attaching a computer mapping service map for mileage verification.

Reimbursement claims that are not substantiated with a receipt will not be processed. It is the employee's responsibility to retain all receipts for expenses incurred during travel. Lost receipts will be handled on a case-by-case basis.

Deficient forms will be immediately returned to the respective Department.



## **VII. Investment/Treasurer**



## **Section VII.A: Investment**

**Purpose:** To establish the policy and internal controls for the investment of City Funds

**Policy:** The City's cash assets shall be invested with the following objectives listed in priority order:

1. Safety
2. Liquidity
3. Yield

The investment policy applies to all of the funds that are managed by the Finance Department. This policy does not apply to debt service reserve or other escrowed funds whose investments are defined in the respective debts' trust agreements.

**Procedure:**

1. As a practical matter, due to the relatively small size of the City's investable cash, all of the City's idle funds are deposited in the State's Local Agency Investment Fund (LAIF).
2. LAIF's investment policy directives mirror the City's as stated above.
3. By State law, the Treasurer is required to provide a monthly investment report to the City Council.
4. By State law, the City Council is annually required to delegate the authority to execute investment transaction to a staff member, generally the Treasurer. Alternatively, the City Council would have to formally pre-approve each investment transaction.
5. The Treasurer shall obtain City Council approval to engage any new financial institution handling the City's cash/investment assets.
6. The Treasurer shall maintain written investment procedures for the operation of the investment program consistent with this policy.



## Section VII.B: Segregation of Duties

**Purpose:** To facilitate good internal control over the investment of City funds and the proper recordation of those investments

**Policy:** The same employee will not be permitted to make City investment, record or maintain records on investments.

Additionally, Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or impairs their ability to make impartial investments decisions. Employees and investment officials shall disclose any material function interest that could be related to the performance of the City's investment policy.

**Procedure:** The Director of Finance will make the investment decisions and execute the purchase of investment vehicles. The Accounting Supervisor will be responsible for maintaining investment records; investment schedule; and monthly treasurer's report.

The Director of Finance will each review and approve the monthly Treasurer's Report.



## **VIII. Revenue and Accounts Receivables**



### **Section VIII.A: Daily Closeout**

**Purpose:** To provide guidelines as controls for the routine counting of cash, and posting receipts on a daily basis

**Policy:** All cash and other receipts will be counted and balanced each day. All revenues shall be included in the daily revenue report and posted the following business day by the Account Clerk.

**Procedure:**

1. Cash received from walk-in customers and other departments will be reported daily into the financial system and then stored in a cash drawer.
2. Departments that receive checks via postal mail must submit a revenue report to the Finance Department. Each report must present a detail that indicates the transaction amount, revenue GL account number, and details from the check. The Revenue Collection Supervisor will verify checks and information to reconcile the report before cashiers enter it into the financial system.
3. Cashiers will submit cash to the Revenue Collection Supervisor throughout the day to avoid having too much cash in the drawer. The Revenue Collection Supervisor will issue a receipt for the amount of cash that was submitted.
4. Closing at the end of the day, the cashiers will run a cash edit listing that details the transactions of the day for that register. The Revenue Collection Supervisor will have a sum of all the transactions to verify the totals in that report. Cash, checks, and debit card transactions must balance to the amounts stated in the report for the day.
6. Once everything is balanced, all cash, checks, and debit card transactions will be balanced to the cash update. Once reconciled, cash will be prepared for bank deposit and checks will be deposited remotely.
7. All supporting documents from each cashier are given to the accountant to later prepare a daily collection report for the transactions of the day.



## Section VIII.B: Revenue Collection

**Purpose:** To establish procedures and internal control for the collection, recording, and depositing of City revenue

**Policy:** All cash and checks received by the City shall be processed through a cash management system in a timely manner. Bank deposits are to be made daily.

Wire transfer and direct deposits are recorded on a daily collection form along with cash receipts run through the financial system. Parking meter cash and coins are collected with canisters and deposited daily. Estimated coin collection, based upon weight, is recorded on a daily collection report and adjusted later based upon an exact amount stated by the bank.

**Procedure:** All forms of payments taken in by any department are processed in the Revenue Collections Division by the Finance Cashiers and are balanced by the Department at the end of the day or immediately the following morning. For payments related to grant reimbursements, copies of the reimbursement request are to be forwarded to Finance.

1. The Finance cashiers enter all payments, such as utility, business license, animal license, utility user's tax, grant, and all other revenues, into the financial system. A cash edit listing report is produced, balanced, and posted daily. A summary of payments is included in a Daily Collection Report.
2. Parking meters generate both cash and coins. Daily coin deposits are based on the amount of coin canisters that are prepared by the Revenue Collection Supervisor. Once collected, the coins remain sealed in the canisters, marked with tags with recorded serial numbers. The sealed canisters are collected by armored vehicle once a week and taken to a processing center by a bank carrier for counting. After the proper accounting of the canisters is made, an adjustment is made to the account. A credit or debit adjustment is mailed and/or emailed to the Finance Department and the Accountant enters the adjustment in the following day's daily report.
3. The Revenue Collection Supervisor counts and verifies the cash against the parking meter's generated ticket for deposit. Once verified, the supervisor gives the tickets and amount to the cashiers to enter the revenue. The total amount collected from the parking meters is included in the Daily Collection Report.



### **Section VIII.C: Accounts Receivable**

**Purpose:** To provide an outline for the development of financial management practices and the establishment of internal controls over the collection of revenues owed to the City for services, fees, and other local charges.

**Policy:** It is the responsibility of the Revenue Collection Division to comply with and enforce the following collection policies:

1. All accounts receivable invoices shall be due and payable within 30 days of the day of invoice.
2. A penalty of 10% of the unpaid invoice amount shall be added to any invoices when the full payment is not received by the 60<sup>th</sup> day from the date of invoice and an additional 1% per month on the unpaid invoice amount shall be imposed upon any invoice when the full payment is not received by the 90<sup>th</sup> day from the date of invoice.
3. Penalties provisions may be waived by the Director of Finance or City Council, in their opinion, circumstances warrant such a waiver.
4. Department and Revenue staff will pursue the timely collection of delinquent accounts.

**Procedure:**

Revenue is responsible for:

1. Preparing and mailing all invoices for amounts owed to the City, including maintaining all relevant supporting data.
2. Recording all financial data in the general ledger prior to the close of each month of business activity.
3. Maintaining accurate sub-ledger details on all receivable items, inclusive of invoice supporting documentation, aging and collection performance reports and activities summary reports.
4. Maintaining customer account information including name, address and any signature between the City and customer such as complaints, late payments, etc.
5. Managing collection efforts, including preparation and distribution of aging reports to the Director of Finance, Community Development, Parks & Recreation, Police Department and City Clerk.



6. Pursuing collection activities for accounts sixty (60) days delinquent including 1<sup>st</sup> and 2<sup>nd</sup> delinquency notices. Turning accounts over to collection for the next 180 days. If still unpaid after 180 days, accounts are written off.

It is the responsibility of the respective Department rendering a particular service or commodity to cooperate with Revenue by providing the necessary information and supporting documentation including all required approvals and account revenues to be utilized to facilitate the generation of invoices and the recording of accounts receivable.

**Write-offs for Uncollectible Accounts**

On a monthly basis, when an amount remains unpaid without payment activity for 240 days, in specific instances, installment and payment arrangements may be made with the approval of the Director of Finance. The proposed write-off shall be prepared by the Finance Manager monthly, approved by the Director of Finance and distributed to the City Manager and Department Heads.

Amounts previously written off as uncollectible and subsequently collected shall be credited to the appropriate enterprise fund or to the General Fund Miscellaneous Revenue.



### **Section VIII.D: Electronic Fund Transfers**

**Purpose:** To provide a procedure for ensuring the timely and consistent recording of expenditures and revenues which occur initially as an electronic funds transfer (EFT), also referred to as automated clearing house (ACH) or “wire”, to or from the City’s bank accounts

**Policy:** EFTs relating to revenues are to be recorded with a cash receipt and be dated the day of bank credit.

**Procedure:** EFTs are occurring on a more frequent basis and are representing a substantial outflow and inflow of City funds. In order to ensure that these important financial transactions are recorded on a consistent basis, the following procedure should be followed:

#### **Incoming EFTs**

EFTs are routinely received as revenues for investment interest, grants, State taxes and fees. Upon receipt of the EFT, a cash receipt shall be prepared to record the proceeds and book into proper revenue or trust accounts. Incoming EFTs shall be included on the daily revenue collection reports on the date received. Departments are responsible for informing the Finance Department when incoming revenue is being processed and provide the correct documentation for recording purposes. A copy of the remittance advice must be attached to the incoming wire notification form.



### **Section VIII.E: Insufficient Funds, Closed Accounts and Stopped Payments**

**Purpose:** To establish procedures and internal controls for the handling of checks with insufficient funds paid to the City.

**Policy:** The City makes every possible attempt to collect monies due resulting from returned checks. A non-sufficient funds fee shall be imposed on all checks with. Refer to the most current Master List Fee for further details.

**Procedure:**

1. The bank returns all checks to the City with an accompanying statement as a result of non-sufficient funds due to a closed account or stop payment.
2. The accountant prepares a journal entry and/or a payment reversal to back off the returned checks.
3. Once the replacement check with the fee is received, it gets recorded as an NSF transaction. The penalty amount will be recorded in the miscellaneous revenue account.
4. If the Department cannot resolve the returned item and the service has been provided by the City, the Department should forward the returned check with a request for the Finance Department to initiation collection procedures.



### **Section VIII.F: Water Account Setup**

**Purpose:** To establish a policy for the proper establishment of water accounts

**Policy:** Water accounts will not be opened in the name of residential tenants. Property owners must file an application and provide a deposit as a prerequisite for establishing water service. The property owner shall assume responsibility for payment of all water and sewer fees.

**Procedure:** Persons or firms wishing to establish water service must complete a utility account application and pay a utility deposit.

The City of Huntington Park shall require a deposit prior to the start of the new water service account. Deposit rates can be found in the Master List Fee.

The deposit will be refunded at the closing of the account. If there is a balance due it will be taken from the deposit.



### **Section VIII.G: Water Rates**

**Purpose:** To establish the policy and procedures for modifying water consumption charges

**Policy:** The City of Huntington Park Municipal Code establishes that water consumption charges by means of City Council Resolution.

Resolution 96-38 requires that water consumption rates be adjusted annually based upon the Consumer Price Index charges.

Water Rates can be found in the most current Master List Fee.



## Section VIII.H: Billing Frequency

**Purpose:** To establish a criteria for the frequency of utility billing

**Policy:** Utility billing frequency shall be as follows:

- |  |            |
|--|------------|
| 1. All Residential Customers             | Bi-Monthly |
| 2. Typical Commercial Customers          | Bi-Monthly |
| 3. High Consumption Commercial Customers | Bi-Monthly |

For brand new commercial customers, the City's water operations contractor shall determine whether the new business is considered a high-volume water consumer for the purpose of water billing frequency.

**Procedure:** Water accounts shall be reviewed at least quarterly for the purposes of determining billing frequency.



### **Section VIII.I: Delinquency Reporting**

**Purpose:** To ensure internal control through the reporting of delinquent accounts and timely collection of money owed to the City of Huntington Park

**Policy:** The Revenue Collection Division, on a monthly basis, shall provide a summary report to the Director of Finance indicating for each applicable revenue source the total number of delinquent accounts and the dollar amount of the delinquent accounts. Revenue sources to be reported shall include but not necessarily limited to the following:

1. Water Accounts
2. Sewer Accounts
3. Business Licenses

The reports shall indicate variance from the previous reporting period.

A detailed listing of delinquent accounts shall be prepared and provided to the Director of Finance each July for the 12-month period that ended June 30<sup>th</sup>.



### **Section VIII.J: Sewer Fees**

**Purpose:** To establish a procedure for the efficient collection of sewer maintenance fees

**Policy:** The City Council, pursuant to Section 6-4.19 of the Huntington Park Municipal Code, levies fees for the maintenance of City owned sewers and storm drains. Sewer Fees can be found in the most current Master List Fee.

**Procedure:** For City water customers, the amount is added to the water bill. For residents and businesses who are not City water customers, the consumption factor is obtained from the respective water surveyor. A separate bill is prepared and mailed to those firms and/or individuals.

Sewer fees collected are required to be placed in the Sewer Maintenance Fund (Fund 283).



### **Section VIII.K: Solid Waste Fees**

**Purpose:** To establish a procedure for the efficient collection of solid waste administration fees

**Policy:** The City Council pursuant to Title 6 Chapter 7 of the Huntington Park Municipal Code authorizes the collection of a Solid Waste Administrative charge. This charge is to reimburse the City for its expenses in administrating the Recycling and Hazardous Waste elements of the City's General Plan.

**Procedure:** Each parcel of property in the City is charged a fee, which is a percentage of the trash bill. For residential properties, commercial and multi-family residents, the fees are collected by the solid waste company on a monthly basis.

Fees are adjusted annually based upon April's Consumer Price Index as published by the U.S Department of Labor.



### **Section VIII.L: Late Fees and Penalties**

**Purpose:** To establish a policy concerning penalties for delinquent payment. Late fees and penalties provide an incentive for timely payment of funds to the City

**Policy:** The late fees and penalties are based on the most current Master List Fee.

#### **Water Account – Single Family Residential**

Delinquency fees plus penalties are included in water charge penalties.



### **Section VIII.M: Utility User's Tax**

**Purpose:** To describe the authority for and develop procedures toward the efficient collection of the City's Utility User's Tax

**Policy:** Several years ago, the voters of Huntington Park approved the imposition of a Utility Users Tax. The rules of which are contained in Title 3 Chapter 9 of the Huntington Park Municipal Code.

Chapter 9 establishes a 9.25% Utility Users Tax for telephone (including wireless) usage, a 9.75% on electric use, a 9.75% gas usage, and 9.75% for water usage.

**Procedure:** The tax must be calculated and collected by the seller company and remitted to the City no later than the 19th day of the month following the month of collection. The tax remittance must be accompanied by a written statement showing the calculation of tax collected.

The following are exempted from the tax:

1. State, Federal, County, School District
2. Head of Household Receiving Supplemental Social Security Income.



### **Section VIII.N: Transient Occupancy Taxes**

**Purpose:** To provide for the effective collection transient occupancy taxes

**Policy:** Title 3 Chapter 8 of the Huntington Park Municipal Code provides for the levy of transient occupancy tax.

More specifically, Section 3-8.03 of the Huntington Park Municipal Code establishes a 5% tax rate and requires the hotel or motel operators to collect the tax from every transient guest of the facility.

**Procedure:** Each operator is required to submit a transient tax return by the last day of each month for the prior month.

Failure to submit the required form and collected taxed will subject to operator to penalty and interest charges announced in Section VIIIK of this manual.



### **Section VIII.O: Senior and Disabled Citizens Discount**

**Purpose:** To establish a procedure and policy to provide discounts to senior citizens sixty-two (62) years of age and disabled citizens

**Policy:** Senior citizens of 62 years or older will receive discounts on animal pet licenses of twenty-five percent (25%).

**Procedure:** The City Council has granted a discount for Senior Citizens and/or Disabled individuals for fees and charges. At the time of applying, seniors must provide a valid picture identification to show proof of age. Proof of residency is verified through a utility bill other than a water bill. Disabled citizens must provide supporting documentation, such as a doctor's note to qualify.

The following criteria shall be used:

1. Senior Citizens: Individuals 62 years of age or older.
2. Disabled Citizen: Individuals with a physical or mental disability.



## **IX. Budget**



## **Section IX.A: Budget Adoption**

**Purpose:** To provide administrative and accounting control of the City's finances

**Policy:** The City Council and the Successor Agency to the Community Development Commission of the City of Huntington Park (Successor Agency) shall adopt annual operating budgets prior to the beginning of each fiscal year, or as soon thereafter, as practicable, in accordance with the following procedures.

**Procedure:**

1. The annual City budget shall be adopted by resolution of the City Council and shall include the General Fund, all Special Revenue Funds, Enterprise Funds and Capital Improvement Funds. The City budget shall also contain the Successor Agency budget, which shall, separately, be adopted by the Successor Agency.
2. Any and all unexpended appropriations in the City or Successor Agency budgets lapse at the end of each fiscal year and do not rollover to the following fiscal year.
3. New requested current fiscal year appropriations should be sufficient to cover open encumbrances as of the beginning of the fiscal year and include the current year's proposed work plan expenditures.
4. Budget control is at the fund level.
5. City Council approval is required to increase or decrease total appropriations to a fund after the annual budget is adopted.
6. The City Manager and designees shall have the authority to adjust department, program and activity and object level budgets within City Council approved appropriations for a fund.



### **Section IX.B: Annual Budget**

**Purpose:** To provide administrative and accounting control of the City and Successor Agency annual budgets

**Policy:** The City Manager shall submit an annual budget to the City Council each year for its consideration and approval.

All budget requests shall be made through and with the approval of the City Manager. The City Manager may delegate coordination of the budget process to the Finance Director or such other City employee as he or she may deem appropriate.

**Procedure:**

1. The City Manager or designate shall develop and distribute a budget development and adoption schedule each January for the upcoming fiscal year. Said schedule shall be reported the City Council.
2. In addition to the budget adoption schedule, the City Manager or designate will prepare and distribute to the various departments a budget package consisting of instruction and forms.



### **Section IX.C: Budget Amendments**

**Purpose:** To provide administrative and accounting control of the City's and Successor Agency's annual budgets

**Policy:** Amendments to the budget following adoption shall be discouraged and, if possible limited, to the Mid-Year Budget Review process. However, budget amendments may occur at any time when recommended by the City Manager and approved by the City Council.

A budget amendment is any change that affects the City Council approved total of appropriations for a fund, both increases and decreases in total fund appropriations. A budget transfer may be approved by the City Manager when there is no net impact to the City Council approved total of appropriations for a fund. Budget control is at the fund level.

**Procedure:**

1. When events occur that require a budget amendment, approval of the amendment must be obtained prior to the encumbrance or expenditure of funds. Department directors are responsible for controlling their department budgets.
2. Budget amendments are required when revenue significantly exceeds budget estimates, including unanticipated grants, and their allocation to expenditure is deemed desirable.
3. When unanticipated expenses would cause a fund's expenditure to exceed total appropriations, a department director in consultation with the Director of Finance will identify the specific resources to be used to pay for the increased expenditures. The department director will draft a staff report for review by the Director of Finance in order to recommend the budget amendment to the City Manager and City Council for approval.
4. At mid-year, the Director of Finance will review the entirety of the City's financial status in relation to the adopted budget. Department heads will identify line items within their budgets that should be increased/decreased to maintain a balanced budget for the year.
5. Annually in February, the Director of Finance will submit a mid-year financial status report, including requested amendments, to the City Council for approval. Once approved by the City Council, amendments will be entered into the City's accounting and budgetary system.



### **Section IX.D: Annual Appropriation Limit**

**Purpose:** To establish a procedure to ensure compliance with California Constitution's requirement to compute the City's annual appropriation limit

**Policy:** The City shall comply with State requirements.

**Procedure:**

1. Based upon population and inflation factors provided by the State Department of Finance in or around May of each year, the Director of Finance shall cause the City's annual appropriation limit to be calculated.
2. The annual appropriation limit will be submitted to the City Council at the same time the City's annual budget is submitted for approval.
3. The City's auditors shall be tasked to review and report on the Appropriation Limit calculations as part of the City's annual financial audit.

## ITEM 5



# CITY OF HUNTINGTON PARK

Office of the City Clerk  
City Council Agenda Report

January 21, 2025

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. 2025-01.

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

On May 18, 2015, the City Council adopted Resolution No. 2015-19 which established a new process for making appointments to various City Commissions. On January 6, 2025 the City Council adopted resolution 2025-01 amending resolution No. 2015-19 to include the newly formed Arts and Theatre Commission.

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**

January 21, 2025

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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. 2025-01, Amending list of established commission and 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. 2025-01

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AMENDING THE LIST OF ESTABLISHED CITY COMMISSIONS TO INCLUDE THE ADDITION OF THE ARTS AND THEATRE COMMISSION

**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  
Arts and Theatre Commission

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  
8 appointment is made within sixty (60) days of assuming office, or from the adoption of  
9 this Resolution, or from a vacancy occurring for said Commission position, the Mayor  
10 shall appoint a member to the vacant seat.

11           Commission members may be removed from their appointment due to  
12 disqualification as provided for in this Resolution or upon the sole decision by the  
13 Councilmember who appointed that Commissioner. All appointments or removal of  
14 Commissioners shall occur at an open meeting of the City Council. If removal of a  
15 Commissioner occurs, the City Clerk shall send notice to that Commissioner at the last  
16 address on file with the City.

17           **SECTION 4: Term of Office.**

18           Each Commissioner's term shall be for a period of four years, unless removed  
19 by the appointing Councilmember or as a result of disqualification as set forth herein.  
20 Notwithstanding the foregoing, no Commissioner shall serve for a period which  
21 exceeds the time in office for the Councilmember appointing that Commissioner. In  
22 the event that the appointing Councilmember completes his or her term, vacates their  
23 office or otherwise is no longer holding office, the term of the Commissioner appointed  
24 by said Councilmember shall end. However, nothing contained in this section shall  
25 prevent another Councilmember or the new Councilmember from appointing the  
26 individual back to the same Commission or to a different Commission.

27           **SECTION 5: Vacancy Due to Disqualification.**

28           When a member no longer meets the qualifications for the Commission, the  
member is therefore disqualified, and the office shall thereupon become vacant.

**SECTION 6: Vacancy.**

          If for any reason a vacancy occurs, it shall be filled by appointment by the  
member of the City Council who appointed said Commissioner for the unexpired  
portion of such term.

**SECTION 7: Quorum.**

          A majority of the total number of members of the Commission shall constitute a  
quorum for the transaction of business, but a lesser number may adjourn from time to  
time for want of quorum and until a quorum can be obtained.

1       **SECTION 8: Purpose.**

2       The purpose, duties and responsibilities of each Commission shall be  
3 established by the City Council by ordinance and codified in the Huntington Park  
4 Municipal Code.

5       **SECTION 9: Organization.**

6       Annually in the month of March, the Commission shall elect one of its members  
7 as Chair and Vice-Chair. City staff shall act as the Commission Secretary. Staff  
liaisons shall act as the conduit for all communications to the City Council.

8       **SECTION 10: Meetings.**

9       Regular meetings of the Commission shall be as set by each Commission. The  
10 place of such meetings shall be at City Hall unless otherwise designated by the City  
11 Council or approved by a majority of the total membership of the Commission. When  
12 the day for such regular meetings falls on a legal holiday, the meeting shall not be  
13 held on such holiday, but shall be held at the same hour on the next succeeding day  
14 thereafter which is not a holiday. All meetings of the Commission shall be open and  
15 public, and subject to all laws of the state of California e.g. the Brown Act, governing  
open public meetings. The Commission shall adopt its own rules for the transaction of  
its business and keep a record of resolutions, findings and recommendations and  
actions voted upon. A report of each meeting of the Commission shall be given to the  
City Council.

16       **SECTION 11: Termination of Commission.**

17       Termination of the Commission shall be done at the will and vote of the City  
18 Council.

19       **SECTION 12: Compensation.**

20       Commission member compensation shall be set by resolution of the City  
21 Council.

22       **SECTION 13: Commission Handbook.**

23       All Commission Members must adhere to the provisions contained and  
24 referenced in the City of Huntington Park Commission Handbook as approved by the  
City Council.

25       **SECTION 14:**

26       The City Clerk shall certify to the adoption of this Resolution.  
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**ATTEST:**

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